

---

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

---

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

**1. CALL TO ORDER**

Invocation - Frank Pace, Minister of Wings of Hope

Pledge of Allegiance to the US Flag

Texas Pledge:

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

**2. PUBLIC PRESENTATIONS**

A. Proclamations

B. Presentations

- Adoptable pet of the quarter (*Staff Contact: DeAnna Phillips, Director of Community Services*)

- City/County Transportation Update (*Presenter: AJ Arjanen, General Manager; City County Transportation*)

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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 January 5, 2025 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*
- B. Consider and take possible action on a minute order ratifying the Burleson 4A Economic Development Corporation's action to amend 4A05202024BlackRockCoffee, a Performance Agreement with C&C Burleson, LLC. for the design and construction of the modification of an existing hooded left turn lane, along SW Wilshire Blvd. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*
- C. Consider and take possible action on an ordinance amending ordinances CSO#1215-12-2019 and CSO#200-06-2022, to modify the Preliminary Plat, Final Plat, and Replat policies; selecting the Development Assistance Committee as the approval body for Preliminary Plats, Final Plats, and Replats. (Final Reading) *(Staff Contact: Tony D. McIlwain, Development Services Director)*
- D. Consider and take possible action on an agreement with Bound Tree Medical, LLC, through an interlocal agreement with City of Midlothian for EMS medical supplies and equipment. *(Staff Contact: Casey Davis, Fire Chief)*
- E. Consider and take possible action on a contract with C. Green Scaping, LP for construction services on the 116 S. Warren Street Parking Lot (ITB 2026-005) in the amount of \$272,304.80, with a project contingency of \$27,230.48, for a total amount of \$299,535.28 (Project ST2401). *(Staff Contact: Randy Morrison, PE, Director of Capital Planning)*
- F. Consider and take possible action on a contract with American Traffic Construction for construction services of the Old Town Lighting Improvements (Bransom & Buford) (ITB 2026-003) in the amount of \$220,050.00, with a project contingency of \$22,005.00, for a total amount of \$242,055.00 (Project ST2509). *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

## 6. **DEVELOPMENT APPLICATIONS**



- A. 2650 SW Wilshire Blvd, Suite 300 (Case 25-219): Hold a public hearing and consider and take possible action on a zoning ordinance change request from “GR, General Retail”, to “GR General Retail with a Specific Use Permit for a Liquor Store”. (First and Final Reading) (*Staff Contact: Tony McIlwain, Development Services Director*) (The Planning and Zoning Commission recommended approval 7-0)
- B. 816 Wicker Hill Road (Case 25-313): Hold a public hearing and consider and take possible action on a zoning ordinance change request from “A”, Agriculture, to “SFE”, Single Family Estate District. (First and Final Reading) (*Staff Contact: Tony McIlwain, Development Services Director*) (The Planning and Zoning Commission recommended approval 7-0)

## 7. **GENERAL**

- A. Consider and take possible action on a resolution for a petition submitted by AP-Groundwork Venture, LLC requesting the expansion and extension of the City’s extraterritorial jurisdiction (ETJ) to include tracts 1, 3, 4 and 5 of the North Johnson County Municipal Management District (MMD) No.1. (*Staff Contact: Tony D. McIlwain, Development Services Director*)
- B. Hold the first public hearing on a proposed strategic partnership agreement (SPA) with the North Johnson County Municipal Management District No. 1. (First Reading) (*Staff Contact: Tony D. McIlwain, Development Services Director*)

## 8. **REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion, and provide staff direction on the selection of a firm to provide delinquent property tax collection services. (*Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)
- B. Receive a report, hold a discussion, and provide staff direction regarding the City’s current procurement methods and practices. (*Staff Contact: Lauren Seay, Deputy Director of Administrative Services*)
- C. Receive a report, hold a discussion, and provide staff direction on regulations associated with data centers. (*Staff Contact: Tony McIlwain, Development Services Director*)

## 9. **CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS**

## 10. **RECESS INTO EXECUTIVE SESSION**

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

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
  - Cause No. DC-C202500492; *City of Burleson, et al., vs. Pecos Housing Finance Corporation, et al.*, in the District Court, 18<sup>th</sup> Judicial District, Johnson County, Texas
  - Case 25-260 (1500 CR 602, Voluntary Annexation) voluntary annexation of approximately 80.122 acres of land in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, generally located at 1500 CR 602

- Case 25-258 (1500 CR 602) zoning change request from defaulted "A" Agricultural to "SF10" Single-family for the development of a single-family subdivision with minimum lot sizes of 10,000 square feet
- 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**

## **11. ADJOURN**

### **CERTIFICATE**

I hereby certify that the above agenda was posted on this the 8th of January 2026, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

### **BUDGET STATEMENT**

Pursuant to Section 551.043, Government Code, the following taxpayer impact statement must be on the City Council meeting agenda at which the City Council will discuss or adopt a budget for the City of Burleson: For a median-valued homestead property (\$306,724), the City's portion of the property tax bill in dollars for the current fiscal year (FY24-25) is \$2,032.66, the City's portion of the property tax bill for the upcoming fiscal year (FY25-26) for the same property if the proposed budget is adopted is estimated to be \$2,213.93, and the City's portion of the property tax bill in dollars for the upcoming fiscal year (FY25-26) for the same property if a budget funded at the no-new-revenue rate under Chapter 26, Tax Code, is adopted is estimated to be \$2,021.62.

### **ACCESSIBILITY STATEMENT**

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



---

**City Council Regular Meeting**


**DEPARTMENT:** City Secretary's Office  
**FROM:** Monica Solko, Deputy City Secretary  
**MEETING:** January 20, 2026

---

**SUBJECT:**

Consider and take possible action on the minutes from the January 5, 2026 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*

**STRATEGIC PRIORITY AND GOAL(S):**

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

**SUMMARY:**

The City Council duly and legally met on January 5, 2026 for a regular council meeting.

**RECOMMENDATION:**

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

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Monica Solko, TRMC  
Deputy City Secretary  
[msolko@burlesontx.com](mailto:msolko@burlesontx.com)  
817-426-9682

**BURLESON CITY COUNCIL REGULAR MEETING  
JANUARY 5, 2026  
MINUTES**

**ROLL CALL**

**COUNCIL PRESENT:**

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

**COUNCIL ABSENT:**

**Staff present**

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

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

Mayor Fletcher called the meeting to order. **Time: 5:33 p.m.**

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

Pledge of Allegiance to the US Flag

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

**2. PUBLIC PRESENTATIONS**

**A. Proclamations**

- None.

**B. Presentations**

- **Receive a report to recognize the selected Employee of the Quarter for the 4<sup>th</sup> Quarter of 2025 and Employee of the Year for 2025. (Staff Contact: Wanda Bullard, Deputy Director of Human Resources)**

**C. Community Interest Items**

- Join us, Farmer's Market is now once a month. Next date is February 14.
- Let's Taco 'Bout QPR, is free suicide prevention training designed to give every person in our community the confidence and competence to help someone at risk

- for suicide. Join us, Tuesday, January 20, at the Burleson Recreation Center (Brick), 550 NW Summercreast Blvd, sponsored by First United Methodist Church.
- The Mayor expressed appreciation for all the staff in 2025, particularly in light of the budget challenges and the way everyone came together to get the work done.
- The Mayor also recognized the City Council members for their collaboration and teamwork.

### **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.**

- None.

### **4. CITIZEN APPEARANCES**

- Toni Wing-Jenkins, 952 Edgehill Road, came forward to speak on the library.

### **5. CONSENT AGENDA**

#### **A. Minutes from the December 15, 2025 regular council meeting. (Staff Contact: *Monica Solko, Deputy City Secretary*)**

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

Motion passed 7-0.

#### **B. CSO#6016-01-2026, resolution approving the annual report for Old Town right-of-way use agreements and city-wide public parking and public sidewalk agreements. (Staff Contact: *Tony D. McIlwain, Development Services Director*)**

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

Motion passed 7-0.

#### **C. CSO#6017-01-2026, resolution to request authorizing sponsorship of the proposed public events for calendar year 2026 in accordance with Chapter 70, "Streets, Sidewalks and Public Places," of the Code of Ordinances. (Staff Contact: *Jen Basham, Director of Parks and Recreation*)**

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

Motion passed 7-0.



- D. CSO#3018-01-2026, grazing lease for Russell Farm with Bryan Voegele for one (1) year, with four (4) automatic renewals in the amount of \$500. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 7-0.

- E. CSO#6019-01-2026, change order to a construction contract (CON#168-08-2025) with Pipe Crew LLC, for the Waterline Replacement and Upsizing (Taco Casa) Project in the amount of \$13,667.60 for a revised total contract amount of \$106,892.60 (Project WA2506). (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)**

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

Motion passed 7-0.

- F. CSO#6020-01-2026, resolution to reject all bids received in response to ITB 2025-017 (Project 197409). (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)**

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

Motion passed 7-0.

## **6. DEVELOPMENT APPLICATIONS**

- A. CSO#6021-01-2026, ordinance for a zoning change request from "A" Agricultural to "SF7" Single-family for development of approximately 13 single-family lots and located at 2245 SW Wilshire Blvd (Case 25-305). (First and Final Reading) (Staff Contact: Tony D. McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 8-0)**

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

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

The applicant, Walter Matyastik, 1520 Thomas Place, Fort Worth, came forward to answer any questions Council may have and to talk about the item.

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

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

Motion passed 7-0.

- B. CSO#6022-01-2026, ordinance for the voluntary annexation of approximately 80.122 acres of land in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, generally located at 1500 CR 602 (Case 25-260). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item) - CONTINUED**

Amanda Campos, City Secretary, announced that the applicant for items 6B and 6C has requested to continue the items to the February 2, 2026 council meeting.

Mayor Fletcher opened the public hearing. **Time: 5:54 p.m.**

No speakers.

Mayor Fletcher announced that the item would be continued to the February 2, 2026 council meeting at 5:30 p.m. at City Hall, Council Chambers, 141 W. Renfro Street.

Motion made by Larry Scott and seconded by Alexa Boedeker to continue item 6B to the February 2, 2026 council meeting at 5:30 p.m.

Motion passed 7-0.

- C. CSO#6023-01-2026, ordinance for a zoning change request from defaulted "A" Agricultural to "SF10" Single-family for the development of a single-family subdivision with minimum lot sizes of 10,000 square feet and located at 1500 CR 602 (Case 25-258). (First and Final Reading) (Staff Contact: Tony D. McIlwain, Development Services Director) (The Planning and Zoning Commission recommended disapproval 8-0) - CONTINUED**

Mayor Fletcher opened the public hearing. **Time: 5:56 p.m.**

No speakers.

Mayor Fletcher announced that the item would be continued to the February 2, 2026 council meeting at 5:30 p.m. at City Hall, Council Chambers, 141 W. Renfro Street.

Motion made by Victoria Johnson and seconded by Alexa Boedeker to continue item 6C to the February 2, 2026 council meeting at 5:30 p.m.

## **7. GENERAL**

- A. Ordinances CSO#1215-12-2019 and CSO#200-06-2022, to modify the Preliminary Plat, Final Plat, and Replat policies; selecting the Development Assistance Committee as the approval body for Preliminary Plats, Final Plats, and Replats. (First Reading) (Staff Contact: Tony D. McIlwain, Development Services Director)**

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

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

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:03 p.m.**

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

Motion passed 7-0.

**B. CSO#6024-01-2026, Resolution ordering the May 2, 2026 General Election, electing the Mayor, Place 2, Place 4, and Place 6. (Staff Contact: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented a resolution to the city council.

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

Motion passed 7-0.

**C. CSO#6025-01-2026, Joint Election Resolution with the Burleson Independent School District for the May 2, 2026 General Election. (Staff Contact: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented a resolution to the city council.

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

Motion passed 7-0.

**D. CSO#6026-01-2026, interlocal agreement with Johnson County for the use of the Johnson County Sub-Courthouse located at 247 Elk Dr, Room 212, for the May 2, 2026 General Election, as the polling location. (Staff Contact: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented an agreement to the city council.

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

Motion passed 7-0.

**8. REPORTS AND PRESENTATIONS**

**A. Receive a report, hold a discussion, and provide staff direction on an overview of the 2025 Mosquito Season. (Staff Contact: Errick Thompson, Director of Public Works)**

Errick Thompson, Director of Public Works, presented an overview of the 2025 Mosquito Season to City Council. The presentation outlined the City's comprehensive mosquito management program, including public education, source reduction, larval treatment, arboviral disease monitoring, and strategic fogging. Staff also reviewed 2025 season data and discussed potential options for the 2026 mosquito season.

The following options were presented for Council consideration:

1. Continue the current mosquito management procedures
2. Implement a phased response plan with action thresholds based on risk levels
3. Adopt mosquito control guidance from Tarrant County Public Health
4. Additional consideration: installation of bat boxes at potential locations along the Chisenhall Hike and Bike Trail and Coyote Loop Trail

Council expressed support for the installation of bat boxes and discussed the potential for a Scout group or community organization to assist with constructing them. Council emphasized the importance of using standardized, durable designs such as mounting on metal posts to ensure long-term maintenance. Signage advising the public not to handle bats and noting potential wasp activity in the boxes was also recommended.

Council indicated support for continuing the current mosquito management procedures for the upcoming season.

**B. Receive a report, hold a discussion, and provide staff direction on a proposed Neighborhood Empowerment Zone incentive policy. (Staff Contact: Tony D. McIlwain, Development Services Director)**

Tony McIlwain, Director of Development Services, provided an overview of the proposed Neighborhood Empowerment Zone (NEZ) policy, pursuant to Chapter 378 of the Local Government Code, which allows municipalities to establish zones to encourage neighborhood revitalization and economic development. The policy, intended to be enacted citywide, would allow specific zones to be designated at a later date. Proposed incentives include development fee waivers and lien releases for eligible new construction or rehabilitation projects meeting a minimum 20% investment based on the property's appraised value.

Council discussion focused on the type of improvements eligible for the program, with emphasis that projects should include exterior aesthetic enhancements to benefit the neighborhood. Staff clarified that the program is a fee waiver and lien release initiative, not a matching or rebate program, and does not cover insurance claims or fully offset major renovation costs.

The NEZ term was proposed at ten years, with potential extensions, though Council discussed the possibility of a shorter initial term. Staff noted that robust outreach, including direct mailers and a community meeting, would precede any public hearing for NEZ establishment. The Hillary Montclair community was identified as a potential first target area. Staff confirmed that applications are owner and address-specific, and appeals of denied applications would come before Council. Council also discussed extending the zone to include the other of the street (Renfro).

Council requested the item be brought back for further discussion incorporating the changes discussed, including fee waivers, a ten-year NEZ length, and the extended zone.

**C. Receive a report, hold a discussion and provide staff direction regarding plaza maintenance. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Director of Parks and Recreation, presented a comprehensive overview of Plaza and Old Town maintenance, emphasizing that the work is a collaborative effort among Parks and Recreation, Public Works, and Purchasing. She provided historical context on the Plaza's opening in 2020 and the gradual expansion of maintenance responsibilities, noting that two part-time employees now maintain a significantly larger and higher-use area than originally planned. Current staffing was described as insufficient to meet all daily, weekly, and deep-clean maintenance goals, resulting in deferred tasks, inconsistent cleanliness, limited restroom servicing, and reduced responsiveness to issues such as spills, graffiti, and heavy use impacts.

Council discussed staffing options, including adding part-time versus full-time positions, and ultimately provided direction to proceed with adding additional part-time staffing, with administrative authorization to move forward and return later with a budget amendment.

The presentation also covered contracted landscaping services in Old Town, totaling \$89,250 annually, and identified areas requiring enhanced or fine-detail maintenance, including power washing, expansion joints, benches, bird droppings, and other site features. Future capital and maintenance considerations were outlined, such as replacement of benches, removal of problematic trees, turf lifecycle planning, lighting upgrades, replacement of gravel with pavers, potential new play features, and shade structures. Street sweeping service levels were reviewed, including current limitations, equipment downtime, early-morning operational constraints, and the potential for contracted services.

Council directed staff to pursue formal procurement to obtain accurate pricing and return with recommendations and any necessary budget adjustments.

Waste management concerns were discussed extensively, including odor, leaking dumpsters, and aesthetics.

Council expressed preference for enhanced enforcement and coordination with Code Compliance and businesses rather than pursuing a consolidated compactor system at this time, and supported increased engagement with Old Town business owners to establish shared responsibility for cleanliness. Additional direction included replacing deteriorated benches, removing select trees contributing to sanitation issues, and continuing coordination with Public Works on maintenance and sweeping needs. Council discussed potential future improvements, including replacing gravel with pavers and adding stationary play features between the two trains for children.

## **9. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS**

- None.

## **10. RECESS INTO EXECUTIVE SESSION**

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

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

- Receive a report and hold a discussion regarding the City's interlocal agreement with Johnson County with an effective date on or about November 15, 2019, regarding jurisdiction of plat approval in the City's ETJ
- Receive a report and hold a discussion regarding a potential development agreement with a property owner of approximately 138 acres in Johnson County, Texas
- Receive a report and hold a discussion regarding the City's Chapter 43 Texas Local Government Code Development Agreements with Selma Goodnight and Mamie Goodnight dated on or about November 30, 2007
- Receive a report and hold a discussion regarding the City's Chapter 43 Texas Local Government Code Development Agreements

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

- Certain parcels of real property necessary for roadway improvements on and around County Road 1020 in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties
- Certain parcels of real property necessary for wastewater improvements on and around County Road 1020 in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties

**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**

Motion was made by Adam Russell and seconded by Alexa Boedeker to convene into executive session. **Time: 8:30 p.m.**

Motion passed 7-0.

Motion was made by Adam Russell and seconded by Victoria Johnson to reconvene into open session. **Time: 9:43 p.m.**

Motion passed 7-0.

**11. ADJOURNMENT**

Motion made by Victoria Johnson and seconded by Adam Russell to adjourn.

Mayor Chris Fletcher adjourned the meeting.

**Time: 9:43 p.m.**

---

Monica Solko  
Deputy City Secretary



## City Council Regular Meeting

**DEPARTMENT:** Development Services


**FROM:** Michelle McCullough, P.E., CFM – Deputy Director/City Engineer

**MEETING:** January 20, 2026

### **SUBJECT:**

Consider and take possible action on a minute order ratifying the Burleson 4A Economic Development Corporation's action to amend 4A05202024BlackRockCoffee, a Performance Agreement with C&C Burleson, LLC. for the design and construction of the modification of an existing hooded left turn lane, along SW Wilshire Blvd. (*Staff Contact: Michelle McCullough, Deputy Director/City Engineer*)

### **STRATEGIC PRIORITY AND GOAL(S):**

Strategic Priority	Strategic Goal
 <p><b>Dynamic &amp; Preferred City</b> Through Managed Growth</p>	<p>2.2 Promote sustainable residential and commercial development through strategic and long-term planning</p> <p>2.3 Enhance connectivity and improve mobility</p> <p>Develop and maintain facilities and utility services</p>

### **SUMMARY:**

Foremark Development, also known as C&C Burleson, LLC., constructed a new retail building at 425 SW Wilshire Blvd., the former China King Buffet site. The new building is home to four new businesses: Einstein Bros Bagels, Black Rock Coffee, Mo'Bettah's Hawaiian Style Food, and Handels Ice Cream. The construction of the new building significantly increased the aesthetics of the property.

The property included two existing driveways connected to SW Wilshire Blvd. The north driveway was a shared access point for both the developer's property and the commercial property to the north. The south driveway only served the developer's site. There was an existing left turn lane to access the south driveway, but city staff collaborated with the developer to modify this lane to serve the north shared access driveway, which allowed the south driveway to be removed. Additionally, the developer built a right turn lane at the north driveway, enhancing safety and traffic flow, by letting vehicles move to the right without slowing down other northbound traffic.

The developer incurred additional costs due to TxDOT requiring a traffic study once the construction plans were submitted for review which also created delays in construction. Additionally, TxDOT required additional traffic control, which was not anticipated at the time of approval of the initial performance agreement. There was existing landscaping within the hooded left median, which was replaced as part of the project, however, additional water line improvements were needed as part of the relocation of the landscaping and irrigation. This was not anticipated and resulted in additional design costs. The additional expenses and time delays caused the developer to incur additional expenses in the amount of \$9,507.50 for design and \$43,151.70 for construction for a total project cost of \$462,255.00.

	Design/Legal	Construction
<b>Original</b>	\$60,700.00	\$348,895.80
<b>Additional</b>	\$9,507.50	\$43,151.70
<b>Total</b>	\$70,207.50	\$392,047.50

#### **RECOMMENDATION:**

Approve a minute order ratifying the Burleson 4A Economic Development Corporation's action to amend 4A05202024BlackRockCoffee, a Performance Agreement with C&C Burleson, LLC. for the design and construction of the modification of an existing hooded left turn lane, along SW Wilshire Blvd.

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

##### May 20, 2024

- Burleson 4A Economic Development Board approved 4A05202024BlackRockCoffee, a Performance Agreement for reimbursement of expenses related to the hooded left modification on SW Wilshire Blvd to serve the development.
- City Council ratified the Burleson 4A Economic Development Board's action on 4A05202024BlackRockCoffee, a Performance Agreement for reimbursement of expenses related to the hooded left modification on SW Wilshire Blvd to serve the development.

##### October 2, 2023

- Burleson 4A Economic Development Board approved 4A10022023C&CBurleson, a Performance Agreement for incentives related to re-development of the former China King site.
- City Council ratified the Burleson 4A Economic Development Board's action on 4A10022023C&CBurleson, a Performance Agreement for incentives related to re-development of the former China King site.

**REFERENCE:**

4A100223C&CBurleson (Performance Agreement)

4A05202024BlackRockCoffee

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: \$9,507.50

Account Number(s): ST2312-20

Fund: 4A Bond Fund

Account Description: 4A Bond - Design

Proposed Expenditure/Revenue: \$43,151.70

Account Number(s): ST2312-30

Fund: 4A Bond Fund

Account Description: 4A Bond – Construction

**STAFF CONTACT:**

Michelle McCullough, P.E., CFM

Deputy Director/City Engineer

[mmccullough@burlesontx.com](mailto:mmccullough@burlesontx.com)

817-426-9616





# Performance Agreement - Amendment

425 SW Wilshire  
(Former China King Site)

City Council  
January 20, 2026

# Project Background

October 2, 2023

- 4A Economic Development Board approved a Performance agreement with C&C LLC for incentives related to the re-development of the former China King site
- City Council ratified the 4A Board's action
- Performance agreement includes 4A reimbursement for costs related to the construction of the right turn lane

June 19, 2023 – Site plan administratively approved

November 3, 2023 – Notice to Proceed issued for public infrastructure improvements



# Project Background

May 20, 2024

- 4A Economic Development Board approved a Performance agreement with C&C LLC for reimbursement of funds related to the hooded left modification to serve the development
- City Council ratified the 4A Board's action





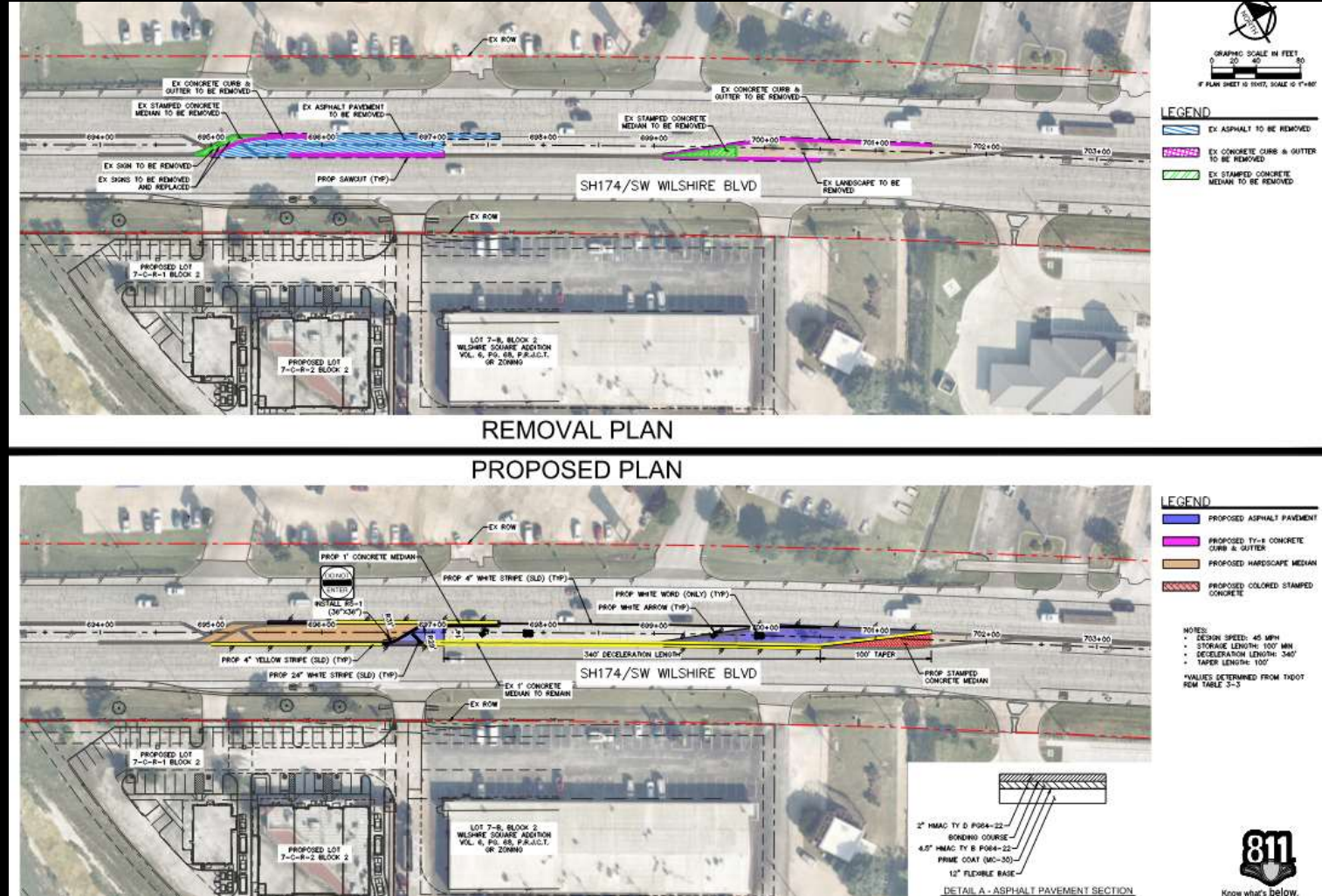
# Completed Improvements

Removal of existing south driveway connection

Modification of hooded left turn to existing shared driveway connection

Level of service increased in this portion of roadway

- Right turn lane allows vehicles to move from the main lanes
- Allows other vehicles to continue to north without slowing down for turning vehicles
- Removed one driveway limiting access points where vehicles slow and turn into site



**Total original estimated costs to be funded by 4A - \$409,596.00**



# Additional Expenses

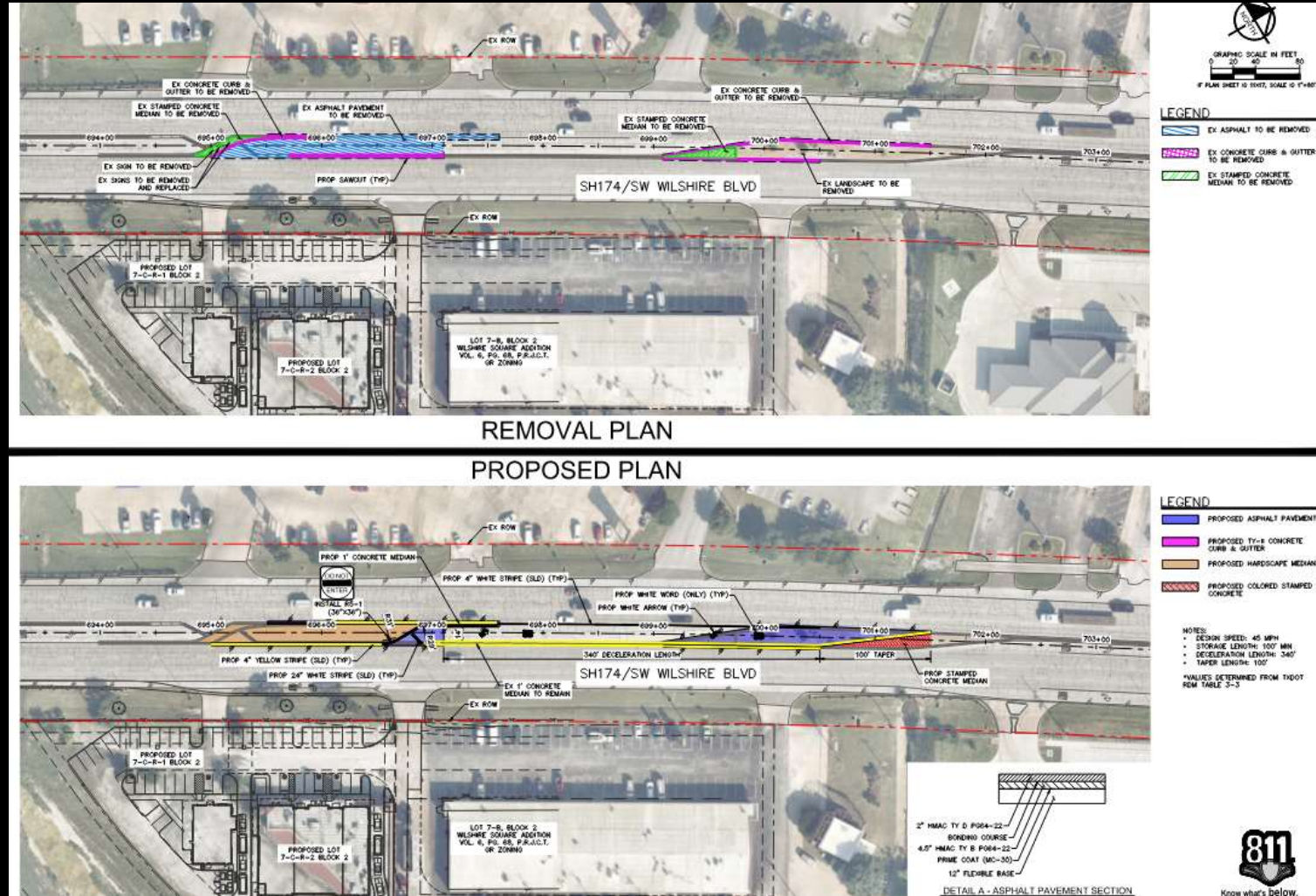
TxDOT required traffic study after performance agreement was approved

As part of the review, TxDOT required additional traffic control not initially anticipated

Construction delayed due to the time for the engineer to provide study and TxDOT review

Construction costs increased over the 6 to 8 month delay of construction

Water line improvement/modification due to relocation of irrigation with new area of landscaping



**Total estimated additional costs - \$9,507.50 (Design) and \$43,151.70 (Construction)**

# Council Action Requested

Approve a minute order ratifying the 4A Economic Development Board's action on an amendment to the Performance Agreement with C&C, LLC for the design and construction of the modification of a hooded left turn along SW Wilshire Blvd.

turn along SW Wilshire Blvd.

and construction of the modification of a hooded left

Performance Agreement with C&C, LLC for the design

# Questions / Discussion

Michelle McCullough  
Deputy Director / City Engineer  
817-426-9616  
[mmccullough@burlesontx.com](mailto:mmccullough@burlesontx.com)

**FIRST AMENDMENT TO THE**  
**PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC**  
**DEVELOPMENT CORPORATION AND C&C BURLESON, LLC**

This First Amendment to the Performance Agreement (“Amendment”) is made and entered into as of \_\_\_\_\_, 2026 by and between the Burleson 4A Economic Development Corporation (“BEDC”), a Texas municipal development corporation located in the city of Burleson, by and through its Board President, and C&C Burleson, LLC (“C&C”), a Texas limited liability corporation, by and through its authorized manager.

**RECITALS:**

WHEREAS, on or about May 20, 2024, the BEDC, and C&C entered into that Performance Agreement (the “Agreement,” attached hereto as Exhibit “A” and incorporated herein by reference for all purposes); and

WHEREAS, the parties desire to amend the Agreement by revising it to read as set forth below, with all other terms to remain unchanged.

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

1. **Amendments.** The following amendments are hereby made to the Agreement:
  - i. Section 2.02 entitled “Construction Costs” of Article 2 entitled “Definitions” of the Agreement is hereby amended by revising Section 2.02 to read as follows:

“2.02 “Construction Costs” means Seventy Thousand Two Hundred Seven and 50/100s Dollars (\$76,140.00) for engineering and legal services costs for the Project and Three Hundred Eighty-Six Thousand One Hundred Fifteen and 00/100s Dollars (\$386,115.00) for costs to construct the Project set forth in the bid in **Exhibit B**, for a total of Four Hundred Sixty Two Thousand Two Hundred Fifty-Five and 00/100s Dollars (\$462,255.00)”
  - ii. Subsection (A) entitled “BEDC Participation” of Section 6.01 entitled “Incentives” of Article 6 entitled “Covenants of and Incentives of BEDC” of the Agreement is hereby amended by revising subsection (A) to read as follows:

“A. BEDC Participation. The BEDC’s obligations under this Agreement shall not exceed Four Hundred Sixty-Two Thousand Two Hundred Fifty-Five and 00/100s Dollars (\$462,255.00) for Construction Costs to complete the Project. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.”

- iii. Exhibit B entitled “The Bid Documents Submitted by Terrell General Contractors” of the Agreement is hereby amended by revising Exhibit B to read as set forth in Exhibit B to this Amendment, attached hereto and incorporated herein by reference for all purposes.
2. **Approval by the City Council Required.** The BEDC’s action to enter into this Amendment is subject to the approval of the City Council of the City of Burleson, Texas. This Amendment shall not be effective until such Amendment is signed by the parties and the City Council of the City of Burleson, Texas ratifies and approves the BEDC’s action to enter into this Agreement.
3. **Effect of Amendment.** All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect. Except for the terms modified by this Amendment, the parties hereby ratify the remainder of the Agreement in its entirety.

*[Remainder of Page Left Blank. Signature Pages to Follow.]*

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

**BURLESON 4A ECONOMIC DEVELOPMENT  
CORPORATION,  
a Texas economic development corporation**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of the  
Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

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



**C&C BURLESON, LLC,  
A Texas limited liability company**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of C&C  
Burleson, LLC, on behalf of said entity.

[Notary Seal]

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

## Exhibit "A" The Agreement

4A05202024BlackRockCoffee

### **PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION AND C&C BURLESON, LLC**

This Performance Agreement (the "Agreement") is entered into as of May 20, 2024 (the "Effective Date") by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation ("BEDC"), by and through its Board President, and C&C Burleson, LLC, a Texas limited liability company ("Developer"), by and through its manager.

#### **WITNESSETH:**

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

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

**WHEREAS**, Developer is the current owner of real property in the Wilshire Corridor commonly known as 425 SW Wilshire Blvd in Burleson, Johnson County, Texas, as more particularly described on **Exhibit C** attached hereto (the "Property"); and

**WHEREAS**, Developer is developing mixed-use facilities on the Property (the "Development") and Developer and the BEDC have previously entered into a development agreement to provide incentives for the Developer to construct the Development and establish development standards; and

**WHEREAS**, the City of Burleson desires to increase traffic safety and maneuverability on SW Wilshire Blvd; and

**WHEREAS**, a 2021 conceptual plan prepared for the City by Kimley-Horn identifies existing driveway connections that can be removed, consolidated, or improved to increase the level of service on SW Wilshire Blvd. (the "Plan"), attached hereto as **Exhibit A**; and

**WHEREAS**, the Plan also recommends improvement to the left turn lane to allow vehicles to safely maneuver off the main road into the drive; and

**WHEREAS**, Developer has agreed to design and construct improvements to SW Wilshire Blvd adjacent to the Development to include removing one dedicated drive connection to the Development, and the modification of an existing turn lane to serve the remaining shared drive connection to the Development and adjacent commercial

properties; and

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

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

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

#### **ARTICLE 1. AUTHORIZATION**

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

#### **ARTICLE 2. DEFINITIONS**

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

2.02 "Construction Costs" means Sixty Thousand Seven Hundred Dollars (\$60,700.00) for engineering costs, administrative costs, and legal expenses for the Project and the costs set forth in the bid in **Exhibit B**, plus up to ten percent (10%) additional bid cost for any approved overage, for a total of Four Hundred Nine Thousand Five Hundred Ninety-Six Dollars (\$409,596.00).

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

2.04 “Incentives” mean the payment by BEDC to fund the Project, as set forth in this Agreement.

2.05 “Project” means the design and construction of improvements to SW Wilshire Blvd adjacent to the Development, to include the removal of one dedicated drive connection and improvements to a left turn lane in the shared drive connection as depicted on **Exhibit A**.

2.06 “Substantially Complete” with regard to the Project means the date upon which the City or Texas Department of Transportation (TxDOT) issues a Letter of Substantial Acceptance to Developer for completion of the construction of the Project.

### **ARTICLE 3.**

#### **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate when the obligations of each party are complete, including but not limited to, Developer's Substantial Completion of the Project and BEDC's finalized payment of the Construction Costs.

### **ARTICLE 4.**

#### **IN GENERAL**

4.01 It is the parties' intent to cooperate in the implementation of the Plan, attached hereto as **Exhibit A**, in order to increase the level of service and traffic safety along Wilshire Blvd. adjacent to the Development. Developer is responsible for the engineering and construction of the Project and the BEDC has agreed to provide funding for the Project.

4.02 **Exhibits.** The Exhibits to this Agreement, incorporated herein for all purposes, are as follows:

Exhibit A –The Conceptual Removal Plan and Proposed Plan

Exhibit B – The Bid Documents Submitted by Terrell General Contractors, LLC

### **ARTICLE 5.**

#### **COVENANTS OF DEVELOPER**

5.01 Covenants Regarding the Project. In consideration of BEDC agreeing to pay Developer the Incentives in accordance with the terms, provisions, and conditions of this Agreement, Developer agrees to the following:

A. Employ engineers to design the Project.

B. Developer shall commence construction of the Project no later than thirty (30) days after the date of all necessary TxDOT approvals for the Project and Substantially Complete the Project twelve (12) months thereafter.

C. Construction of the Project shall be in full conformance with the Plan, the ordinances of the City of Burleson, applicable state and federal law and shall meet all TxDOT requirements.

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

6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Article.

A. BEDC Participation. The BEDC's obligations under this Agreement shall not exceed Four Hundred Nine Thousand Five Hundred Ninety-Six Dollars (\$409,596) for Construction Costs to complete the Project. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.

6.02 Payment Process. On a monthly basis, as the construction of the Project progresses, Developer shall provide written notice of Construction Costs to the BEDC and provide proof of such costs reasonably satisfactory to the BEDC. Developer agrees that BEDC shall not be required to make any Incentive payment under this Agreement until such time that Developer provides such written notice and proof of Construction Costs. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the costs made by Developer for the Project meets or exceeds the requirements of this Agreement. Additionally, the BEDC may request, and Developer hereby agrees that it will permit reasonable inspection of the Project during normal business hours to permit the BEDC to verify that the improvements made by Developer for the Project meet or exceed the requirements of this Agreement. Following written notice of completion and proof of costs reasonably satisfactory to the BEDC for each month Developer provides the proof of such current Construction Costs, BEDC shall pay Developer for those costs up to the allocated Incentive amount specified in Section 6.01, subject to the terms and provisions of this Agreement, within ninety (90) days.

**ARTICLE 7.**  
**AUTHORITY; COMPLIANCE WITH LAW**

7.01 Developer hereby represents and warrants to the BEDC that it has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

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

7.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within one hundred twenty (120) business days after the date Developer is notified by the City or the BEDC of such violation, plus interest at the rate the City of Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Section. This Section shall supersede any other conflicting term in this Agreement and shall survive termination of the Agreement.

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

A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended;

D. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or

E. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

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

#### **ARTICLE 8.** **TERMINATION.**

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

A. By written agreement of the parties;

B. On the date of termination set forth in a written notice provided by a party



to the other party in the event the other party is in default and breaches any of the terms and conditions, or fails to meet any performance conditions, of this Agreement and such default is not cured within ninety (90) days after the non-breaching party sends notice to the breaching party of such breach;

C. On the date of termination set forth in a written notice by BEDC to Developer if Developer experiences an Event of Bankruptcy;

D. On the date of termination set forth in a written notice by BEDC to Developer if Developer has delinquent ad valorem or sales taxes owed to the City (provided that Developer retains the right to timely and properly protest and/or contest any such taxes), and such delinquent ad valorem or sales taxes owed to the City are not paid within ninety (90) days after the BEDC sends notice to Developer;

E. On the date of termination set forth in a written notice by a party to the other party if either party receives notice that any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or

8.02 No Additional Incentives Following Termination. In the event this Agreement is terminated by the BEDC pursuant to Section 8.01, then Developer shall not be entitled to any additional Incentive payments or other funds paid pursuant to this Agreement from BEDC and the BEDC shall have no further obligation to Developer.

8.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the BEDC pursuant to Section 8.01.B. because Developer made any false representation or provided any false documentation of investments, costs, or achievement of any milestone or requirement under this Agreement, then Developer shall within thirty (30) days of the date of termination return to the BEDC any funds received by Developer related to such false representation or report from the date of termination. The terms set forth in this Section shall survive termination.

8.04 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall BEDC be liable to Developer for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived. The terms set forth in this Section shall survive termination.

8.05 No Waiver. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the authorized representatives of the parties and approved by the City Council.

**ARTICLE 9.  
RIGHT OF OFFSET**

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

**ARTICLE 10.  
VENUE AND GOVERNING LAW**

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

**ARTICLE 11.  
FORCE MAJEURE**

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

**ARTICLE 12.  
GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE**

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

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

### **ARTICLE 13.** **ASSIGNMENT**

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

### **ARTICLE 14.** **INDEMNIFICATION**

14.01 DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS AGREEMENT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 14.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE BEDC, ITS OFFICERS, AND EMPLOYEES, OR THE CITY, ITS OFFICERS, AND EMPLOYEES, THAT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Nothing in this paragraph may be construed as waiving any governmental immunity available to BEDC and the City under state law. This provision is solely for the benefit of Developer, BEDC, and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

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

### **ARTICLE 15.** **MISCELLANEOUS MATTERS**

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

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

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

15.04 Counterparts Deemed Original; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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

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

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

15.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two (2) business days after deposit in the United States mail, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

**Developer:** C&C Burleson, LLC  
8350 N. Central Expressway, Suite 1313  
Dallas, Texas, 75206  
Attn : Chad DuBose

**BEDC:** Burleson 4A Economic Development Corp.  
Attn: Board President  
141 West Renfro  
Burleson, TX 76028

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

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

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

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

15.11 Approval by the City Council Required. The BEDC's action to enter into this Agreement is subject to the approval of the City Council of the City of Burleson, Texas. This Agreement shall not be effective until such Agreement is signed by the parties and the City Council of the City of Burleson, Texas ratifies and approves the BEDC's action to enter into this Agreement.

*[Signature pages to follow]*

**BURLESON 4A ECONOMIC DEVELOPMENT  
CORPORATION**

By: 

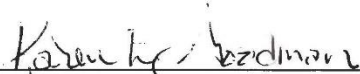
Name: Dan McClendon  
Title: Board President

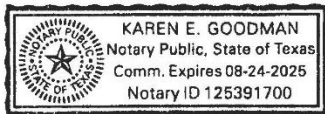
Date: May 20 2024

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on May 20, 2024, by  
Dan McClendon, 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





**C&C Burleson, LLC,  
A Texas limited liability company**


By:   
Chad DuBose, Manager

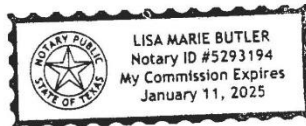
Date: May 15 2024

STATE OF TEXAS  
COUNTY OF Dallas

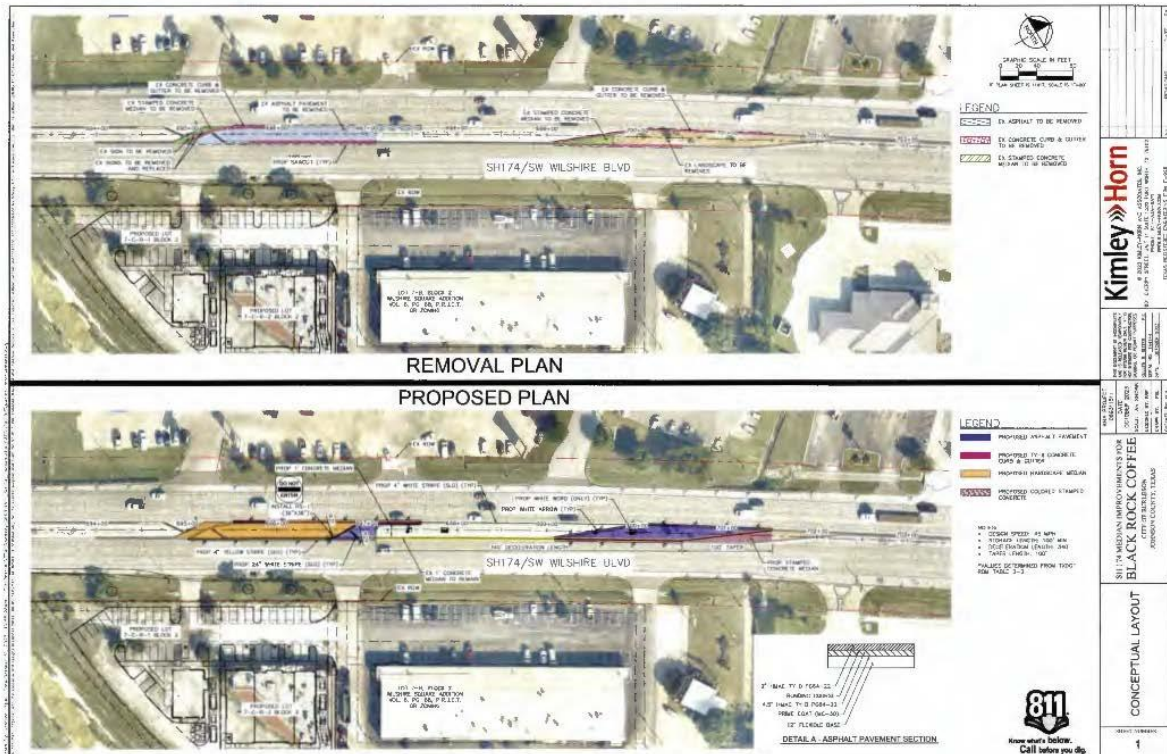
This instrument was acknowledged before me on May 15, 2024 by  
Chad DuBose, known personally by me to be the manager of C&C Burleson, LLC, on  
behalf of said entity.

[Notary Seal]

  
Notary Public, State of Texas



**EXHIBIT A**  
**Conceptual Removal Plan and Proposed Plan**



**EXHIBIT B**

**The Bid Documents Submitted by Terrell General Contractors**



Date: April 11<sup>th</sup>, 2024  
Bid for Burleson Median/Turn

Terrell General Contractors, LLC  
8140 Walnut Hill Suite 250  
Dallas, TX 75231  
(214)865-7611  
Stephen@terrellgc.com

TO: CA Burleson, LLC  
425 Southwest Wilshire Blvd  
Burleson, Texas 76028  
214-701-8455  
Chad@foremark.com

JOB		
SH 174 Median/Turn Lane Improvements - Black Rock Coffee Permit Set		

DESCRIPTION	LINE TOTAL
1 Paving Improvements - Removal of the existing median per Sheet C3, installing new curbs, median and concrete work Per Sheet C4, Signage and Markings per C16, and Traffic Control for 4 weeks to complete this scope of work.	\$235,908.00
2 Landscaping - River Rock, Decomposed Granite, Metal Edging, Trees and shrubs per sheets C5 thru C10. Includes Traffic control for one week that is needed to complete this scope.	\$24,130.00
Insurance	\$3,172.00
Supervision	\$22,250.00
OH&P	\$31,718.00
Subtotal	\$317,178.00
Total	\$317,178.00

## **EXHIBIT C**

### **The Property**

Lot 7-C-R, Block 2, of WILSHIRE SQUARE ADDITION, an Addition to the City of Burleson, Johnson County, Texas, according to the Map or Plat thereof recorded in Volume 7, Page 58, of the Plat Records of Johnson County, Texas.



**Exhibit "B"**  
**The Bid Documents Submitted by Terrell General Contractors – Two Pages**  
**Page 1 of 2**

MD



Date: April 11<sup>th</sup>, 2024  
 Bid for Burleson Median/Turn

Terrell General Contractors, LLC  
 8140 Walnut Hill Suite 250  
 Dallas, TX 75231  
 (214)865-7611  
 Stephen@terrellgc.com

TO: CA Burleson, LLC  
 425 Southwest Wilshire Blvd  
 Burleson, Texas 76028  
 214-701-8455  
 Chad@foremark.com

JOB		
<b>SH 174 Median/Turn Lane Improvements - Black Rock Coffee Permit Set</b>		
DESCRIPTION		LINE TOTAL
1 <b>Paving Improvements</b> – Removal of the existing median per Sheet C3, installing new curbs, median and concrete work Per Sheet C4, Signage and Markings per C16, and Traffic Control for 4 weeks to complete this scope of work.		\$235,908.00
2 <b>Landscaping</b> - River Rock, Decomposed Granite, Metal Edging, Trees and shrubs per sheets C5 thru C10. Includes Traffic control for one week that is needed to complete this scope.		\$24,130.00
	<b>Insurance</b>	\$3,172.00
	<b>Supervision</b>	\$22,250.00
	<b>OH&amp;P</b>	\$31,718.00
	<b>Subtotal</b>	<b>\$317,178.00</b>
	<b>Total</b>	<b>\$317,178.00</b>

Date: June 16, 2025  
Change Order # 001

TO: City of Burleson  
141 W. Renfro Street  
Burleson, Texas 7028  
817-426-9616  
[mmccullough@burlesontx.com](mailto:mmccullough@burlesontx.com)

50

## PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION AND – C&C BURLESON, LLC

This Performance Agreement (the "Agreement") is entered into as of <sup>October</sup>~~September~~ 2, 2023 (the "Effective Date") by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City ("BEDC"), by and through its Board President, and C&C Burleson, LLC, a Texas limited liability company ("Developer"), by and through its manager.

### WITNESSETH:

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

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

**WHEREAS**, Developer is the current owner of real property in the Wilshire Corridor commonly known as 425 SW Wilshire Blvd in Burleson, Johnson County, Texas, and being more particularly described in **Exhibit A** (the "Property"); and

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

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

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

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

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

## **ARTICLE 1. AUTHORIZATION**

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

## **ARTICLE 2. DEFINITIONS**

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

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

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

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

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

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

2.07 "Deceleration Lane" means the turn lane from Wilshire Blvd that allows vehicular traffic to enter the Development as depicted on **Exhibit C**.

2.08 "Development" means the removal of the existing building on the Property and the construction of a new mixed-use building(s) on the Property of at least 8,014 square feet, of which a minimum of 3,600 square feet will be restaurant space, to contain restaurant

and retail locations and related site improvements, including the Site Improvements, to be constructed in general conformance with the Concept Plan.

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

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

2.11 "Site Improvements" means the improvements and permanent enhancements which are set forth in item numbers 3 through 7 of **Exhibit D**, which are drainage improvements, access improvements, walkability improvements, environmental remediation, and other improvements to be constructed on the Property in general conformance with the Concept Plan.

2.12 "Substantially Complete" or "Substantial Completion" with regard to the Development means that all buildings in the Development are constructed as shell buildings in conformance with appropriate municipal codes and ready for tenant finish out. The shell buildings and Development shall be constructed to such an extent that upon tenant finish out, the area finished out shall be eligible to secure full utility service, be eligible for a Certificate of Occupancy, and permit occupancy. "Substantially Complete" or "Substantial Completion" with regard to the Deceleration Lane means the date upon which the City or Texas Department of Transportation issues a Letter of Substantial Acceptance to the Developer for completion of the construction of the Deceleration Lane.

### **ARTICLE 3.** **TERM**

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

### **ARTICLE 4.** **IN GENERAL**

4.01 The Development. It is the parties' intent to cooperate in the creation of a high-end mixed-use development comprised of desirable restaurants, retail, and commercial to enhance and compliment the Wilshire Corridor substantially in conformance with the Concept Plan set forth in **Exhibit B**. Developer will be responsible for constructing the Development, and in furtherance thereof the parties acknowledge and agree that Developer may accomplish this by hiring a general contractor to perform such

construction on its behalf, or by leasing a portion of the Property to a tenant pursuant to a ground lease, and such tenant shall then perform, or cause to be performed, such construction on that portion of the Property. The BEDC will provide the Incentives set forth in this Agreement provided Developer is in compliance with its duties and obligations set forth herein.

4.02 BEDC Participation. The BEDC's obligations under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) for all obligations set forth herein, including all Incentives. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.

4.03 Exhibits. The Exhibits to this Agreement, incorporated herein for all purposes, are as follows:

- Exhibit A – Property Description
- Exhibit B – Concept Plan
- Exhibit C – Deceleration Lane Depiction
- Exhibit D – List of Site Improvements

## **ARTICLE 5.**

### **COVENANTS OF DEVELOPER**

5.01 Covenants Regarding Developer Development and Operations. In consideration of BEDC agreeing to pay Developer the Incentives in accordance with the terms, provisions and conditions of this Agreement, Developer agrees to the following, which are not obligations of Developer, but are duties that must be fulfilled in order to receive the Incentives, subject to Article 12 below:

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

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

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

D. Intentionally Deleted.

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



F. Commence construction (i.e., obtain a building permit from the City and start rough grading) on the Development and Deceleration Lane no later than April 30, 2024; provided however, the obligation by Developer to commence construction shall be abated for any period of time for delays caused by applicable governmental authorities beyond the reasonable control of Developer.

G. Substantially Complete construction of the Development and Deceleration Lane no later than December 31, 2024; provided however, the obligation by Developer described herein shall be abated for any period of time for delays caused by applicable governmental authorities beyond the reasonable control of Developer.

H. Make a minimum Capital Investment of no less than Three Million Dollars (\$3,000,000.00) in the Property and Deceleration Lane no later than December 31, 2024.

I. Recruit to the Development at least two (2) new-to-market retail or restaurant tenants, with both tenants receiving a certificate of occupancy in the Development no later than December 31, 2025.

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

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

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

6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Section. The Incentives shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements in the Development not to exceed Three Hundred Thousand Dollars (\$300,000.00), payable to Developer in the incremental, scheduled amounts specified below upon completion of the following milestones:

A. Upon Substantial Completion of the Deceleration Lane, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Deceleration Lane up to One Hundred Fifty Thousand Dollars (\$150,000.00); and

B. Upon receipt of a Certificate of Occupancy from two (2) new-to-market retail or restaurant tenants in the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to One Hundred Fifty Thousand Dollars (\$150,000.00).

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

## **ARTICLE 7.**

### **REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS**

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

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

**ARTICLE 8.**  
**AUTHORITY; COMPLIANCE WITH LAW**

8.01 Developer hereby represents and warrants to the BEDC that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

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

8.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City or the BEDC of such violation, plus interest at the rate the City of Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Section. This Section shall supersede any other conflicting term in this Agreement and shall survive termination of the Agreement.

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

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

8.05 By executing this Agreement, Developer warrants, agrees, verifies, and certifies that to the best of its knowledge and belief, no member of City Council, City Manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the

services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.

## **ARTICLE 9. TERMINATION.**

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

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

9.02 No Additional Incentives Following Termination. In the event this Agreement is terminated by the BEDC pursuant to Section 9.01, then Developer shall not be entitled to any additional Incentive payments or other funds paid pursuant to this Agreement from BEDC and the BEDC shall have no further obligation to Developer.

9.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the BEDC pursuant to Section 9.01(b) because Developer made any false representation or provided any false documentation of investments, costs, or achievement of any milestone or requirement under this Agreement, then Developer shall within thirty (30) days of the date of termination return to the BEDC any funds received by Developer related to such false representation or report from the date of termination. The terms set forth in this Section shall survive termination.

9.04 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall BEDC be liable to Developer for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived. The terms set forth in this Section shall survive termination.

9.05 No Waiver. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the authorized representatives of the parties and approved by the City Council.

#### **ARTICLE 10.** **RIGHT OF OFFSET**

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

#### **ARTICLE 11.** **VENUE AND GOVERNING LAW**

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

#### **ARTICLE 12.** **FORCE MAJEURE**

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced

herein, acts of God, unusually adverse weather or wet soil conditions, pandemic, or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

#### **ARTICLE 13.**

#### **GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE**

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

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

#### **ARTICLE 14.** **ASSIGNMENT**

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

#### **ARTICLE 15.** **INDEMNIFICATION**

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

**CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer, BEDC, and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

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

## **ARTICLE 16. MISCELLANEOUS MATTERS**

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

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

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

16.04 Counterparts Deemed Original; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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

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



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

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

**Developer:** C&C Burleson, LLC  
The Gild North  
8350 N. Central Expressway, Suite 1313  
Dallas, Texas, 75206  
Attn : Chad DuBose

**BEDC:** Burleson 4A Economic Development Corp.  
Attn: Board President  
141 West Renfro  
Burleson, TX 76028

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

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

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

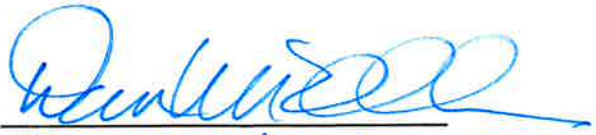
16.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid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

substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

- 16.11 Approval by the City Council Required. The BEDC's action to enter into this Agreement is subject to the approval of the City Council of the City of Burleson, Texas. This Agreement shall not be effective until such Agreement is signed by the parties and the City Council of the City of Burleson, Texas ratifies and approves the BEDC's action to enter into this Agreement.

*[Signature pages to follow]*

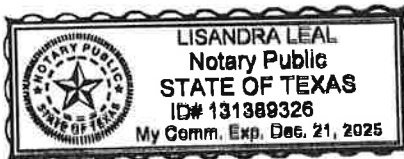
**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**


By:   
Name: Dan McClendon  
Title: Board President  
Date: ~~September~~ October 2nd, 2023

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on ~~September~~ October 2, 2023, by Dan McClendon, 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

**C&C Burleson, LLC,  
A Texas limited liability company**

By: *Chad DuBose*

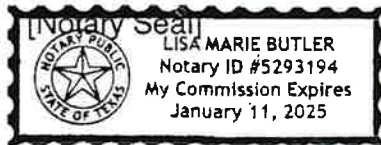
Name: Chad DuBose

Title: Manager

Date: September 26, 2023

STATE OF TEXAS  
COUNTY OF Texas

This instrument was acknowledged before me on September 26, 2023 by Chad DuBose, known personally by me to be the manager of C&C Burleson, LLC, on behalf of said entity.



*Lisa Marie Butler*  
Notary Public, State of Texas

**Exhibit A**

Property Description

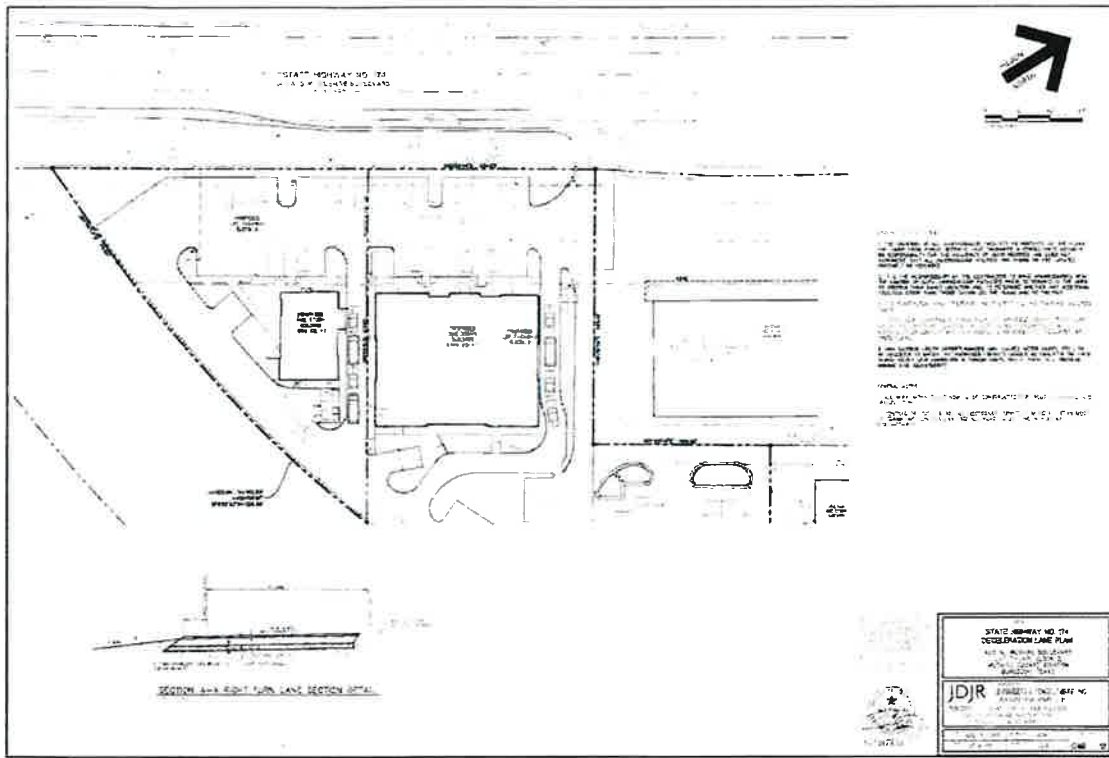
**Lot 7-C-R, Block 2, of WILSHIRE SQUARE ADDITION, an Addition to the City of Burleson, Johnson County, Texas, according to the Map or Plat thereof recorded in Volume 7, Page 58, of the Plat Records of Johnson County, Texas.**

## Concept Plan



**Exhibit C**

### Deceleration Lane Depiction





## Exhibit D

### List of Site Improvements



Date: July 5<sup>th</sup>, 2023  
Proposal # 2313

Terrell General Contractors, LLC  
16501 N. Central Expressway, Suite 280  
Dallas, TX 75231  
(903)821-0971  
jterrell@terrellgc.com

TO: Chad Dubose  
6350 N Central Expy, #1313  
Dallas, TX 75206  
(214)701-8455  
Chad@foremark.com

JOB		
1. Burleson Retail - Civil Construction Proposal - 425 SW Wilshire Blvd		
DESCRIPTION	UNIT PRICE	LINE TOTAL
1 General Conditions (Erosion Controls Included)		\$30,000.00
2 Demolition		\$84,360.00
3 Earthwork		\$178,740.00
4 Concrete		\$442,000.00
5 Sanitary Sewer		\$29,800.00
6 Fire, Domestic, Irrigation Water Lines, Taps, Hydrants, FDC included		\$104,275.00
7 Storm Utilites		\$43,750.00
6 Supervision		\$45,000.00
7 OH&P		\$30,000.00
Sub Total:		\$1,017,925.00
Insurance(1%)		\$10,179.00
Total:		\$1,028,104.00

**PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC  
DEVELOPMENT CORPORATION AND C&C BURLESON, LLC**

This Performance Agreement (the "Agreement") is entered into as of May 20, 2024 (the "Effective Date") by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation ("BEDC"), by and through its Board President, and C&C Burleson, LLC, a Texas limited liability company ("Developer"), by and through its manager.

**WITNESSETH:**

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

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

**WHEREAS**, Developer is the current owner of real property in the Wilshire Corridor commonly known as 425 SW Wilshire Blvd in Burleson, Johnson County, Texas, as more particularly described on **Exhibit C** attached hereto (the "Property"); and

**WHEREAS**, Developer is developing mixed-use facilities on the Property (the "Development") and Developer and the BEDC have previously entered into a development agreement to provide incentives for the Developer to construct the Development and establish development standards; and

**WHEREAS**, the City of Burleson desires to increase traffic safety and maneuverability on SW Wilshire Blvd; and

**WHEREAS**, a 2021 conceptual plan prepared for the City by Kimley-Horn identifies existing driveway connections that can be removed, consolidated, or improved to increase the level of service on SW Wilshire Blvd. (the "Plan"), attached hereto as **Exhibit A**; and

**WHEREAS**, the Plan also recommends improvement to the left turn lane to allow vehicles to safely maneuver off the main road into the drive; and

**WHEREAS**, Developer has agreed to design and construct improvements to SW Wilshire Blvd adjacent to the Development to include removing one dedicated drive connection to the Development, and the modification of an existing turn lane to serve the remaining shared drive connection to the Development and adjacent commercial

properties; and

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

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

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

#### **ARTICLE 1.** **AUTHORIZATION**

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

#### **ARTICLE 2.** **DEFINITIONS**

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

2.02 "Construction Costs" means Sixty Thousand Seven Hundred Dollars (\$60,700.00) for engineering costs, administrative costs, and legal expenses for the Project and the costs set forth in the bid in **Exhibit B**, plus up to ten percent (10%) additional bid cost for any approved overage, for a total of Four Hundred Nine Thousand Five Hundred Ninety-Six Dollars (\$409,596.00).

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

2.04 “Incentives” mean the payment by BEDC to fund the Project, as set forth in this Agreement.

2.05 “Project” means the design and construction of improvements to SW Wilshire Blvd adjacent to the Development, to include the removal of one dedicated drive connection and improvements to a left turn lane in the shared drive connection as depicted on **Exhibit A**.

2.06 “Substantially Complete” with regard to the Project means the date upon which the City or Texas Department of Transportation (TxDOT) issues a Letter of Substantial Acceptance to Developer for completion of the construction of the Project.

### **ARTICLE 3.** **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate when the obligations of each party are complete, including but not limited to, Developer’s Substantial Completion of the Project and BEDC’s finalized payment of the Construction Costs.

### **ARTICLE 4.** **IN GENERAL**

4.01 It is the parties’ intent to cooperate in the implementation of the Plan, attached hereto as **Exhibit A**, in order to increase the level of service and traffic safety along Wilshire Blvd. adjacent to the Development. Developer is responsible for the engineering and construction of the Project and the BEDC has agreed to provide funding for the Project.

4.02 **Exhibits.** The Exhibits to this Agreement, incorporated herein for all purposes, are as follows:

Exhibit A –The Conceptual Removal Plan and Proposed Plan

Exhibit B – The Bid Documents Submitted by Terrell General Contractors, LLC

### **ARTICLE 5.** **COVENANTS OF DEVELOPER**

5.01 Covenants Regarding the Project. In consideration of BEDC agreeing to pay Developer the Incentives in accordance with the terms, provisions, and conditions of this Agreement, Developer agrees to the following:

A. Employ engineers to design the Project.

B. Developer shall commence construction of the Project no later than thirty (30) days after the date of all necessary TxDOT approvals for the Project and Substantially Complete the Project twelve (12) months thereafter.

C. Construction of the Project shall be in full conformance with the Plan, the ordinances of the City of Burleson, applicable state and federal law and shall meet all TxDOT requirements.

## **ARTICLE 6.**

### **COVENANTS AND INCENTIVES OF BEDC**

6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Article.

A. BEDC Participation. The BEDC's obligations under this Agreement shall not exceed Four Hundred Nine Thousand Five Hundred Ninety-Six Dollars (\$409,596) for Construction Costs to complete the Project. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.

6.02 Payment Process. On a monthly basis, as the construction of the Project progresses, Developer shall provide written notice of Construction Costs to the BEDC and provide proof of such costs reasonably satisfactory to the BEDC. Developer agrees that BEDC shall not be required to make any Incentive payment under this Agreement until such time that Developer provides such written notice and proof of Construction Costs. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the costs made by Developer for the Project meets or exceeds the requirements of this Agreement. Additionally, the BEDC may request, and Developer hereby agrees that it will permit reasonable inspection of the Project during normal business hours to permit the BEDC to verify that the improvements made by Developer for the Project meet or exceed the requirements of this Agreement. Following written notice of completion and proof of costs reasonably satisfactory to the BEDC for each month Developer provides the proof of such current Construction Costs, BEDC shall pay Developer for those costs up to the allocated Incentive amount specified in Section 6.01, subject to the terms and provisions of this Agreement, within ninety (90) days.

## **ARTICLE 7.**

### **AUTHORITY; COMPLIANCE WITH LAW**

7.01 Developer hereby represents and warrants to the BEDC that it has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

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

7.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within one hundred twenty (120) business days after the date Developer is notified by the City or the BEDC of such violation, plus interest at the rate the City of Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Section. This Section shall supersede any other conflicting term in this Agreement and shall survive termination of the Agreement.

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

A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended;

D. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or

E. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

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

## **ARTICLE 8.** **TERMINATION.**

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

A. By written agreement of the parties;

B. On the date of termination set forth in a written notice provided by a party

to the other party in the event the other party is in default and breaches any of the terms and conditions, or fails to meet any performance conditions, of this Agreement and such default is not cured within ninety (90) days after the non-breaching party sends notice to the breaching party of such breach;

C. On the date of termination set forth in a written notice by BEDC to Developer if Developer experiences an Event of Bankruptcy;

D. On the date of termination set forth in a written notice by BEDC to Developer if Developer has delinquent ad valorem or sales taxes owed to the City (provided that Developer retains the right to timely and properly protest and/or contest any such taxes), and such delinquent ad valorem or sales taxes owed to the City are not paid within ninety (90) days after the BEDC sends notice to Developer;

E. On the date of termination set forth in a written notice by a party to the other party if either party receives notice that any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or

8.02 No Additional Incentives Following Termination. In the event this Agreement is terminated by the BEDC pursuant to Section 8.01, then Developer shall not be entitled to any additional Incentive payments or other funds paid pursuant to this Agreement from BEDC and the BEDC shall have no further obligation to Developer.

8.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the BEDC pursuant to Section 8.01.B. because Developer made any false representation or provided any false documentation of investments, costs, or achievement of any milestone or requirement under this Agreement, then Developer shall within thirty (30) days of the date of termination return to the BEDC any funds received by Developer related to such false representation or report from the date of termination. The terms set forth in this Section shall survive termination.

8.04 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall BEDC be liable to Developer for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived. The terms set forth in this Section shall survive termination.

8.05 No Waiver. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the authorized representatives of the parties and approved by the City Council.



**ARTICLE 9.**  
**RIGHT OF OFFSET**

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

**ARTICLE 10.**  
**VENUE AND GOVERNING LAW**

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

**ARTICLE 11.**  
**FORCE MAJEURE**

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

**ARTICLE 12.**  
**GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE**

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

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

### **ARTICLE 13.** **ASSIGNMENT**

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

### **ARTICLE 14.** **INDEMNIFICATION**

14.01 **DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS AGREEMENT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 14.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE BEDC, ITS OFFICERS, AND EMPLOYEES, OR THE CITY, ITS OFFICERS, AND EMPLOYEES, THAT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to BEDC and the City under state law. This provision is solely for the benefit of Developer, BEDC, and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

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

### **ARTICLE 15.** **MISCELLANEOUS MATTERS**

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

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

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

15.04 Counterparts Deemed Original; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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

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

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

15.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two (2) business days after deposit in the United States mail, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

**Developer:** C&C Burleson, LLC  
8350 N. Central Expressway, Suite 1313  
Dallas, Texas, 75206  
Attn : Chad DuBose

**BEDC:** Burleson 4A Economic Development Corp.  
Attn: Board President  
141 West Renfro  
Burleson, TX 76028

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

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

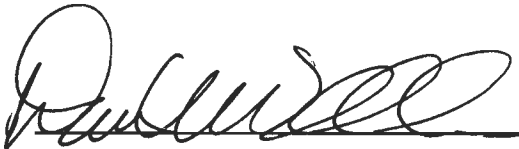
15.09 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

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

15.11 Approval by the City Council Required. The BEDC's action to enter into this Agreement is subject to the approval of the City Council of the City of Burleson, Texas. This Agreement shall not be effective until such Agreement is signed by the parties and the City Council of the City of Burleson, Texas ratifies and approves the BEDC's action to enter into this Agreement.

*[Signature pages to follow]*

**BURLESON 4A ECONOMIC DEVELOPMENT  
CORPORATION**

By: 

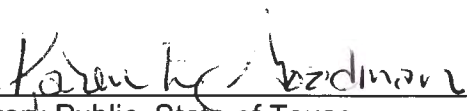
Name: Dan McClendon  
Title: Board President

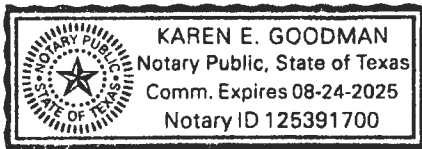
Date: May 20 2024

STATE OF TEXAS  
COUNTY OF Johnson


This instrument was acknowledged before me on May 20, 2024, by  
Dan McClendon, 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



C&C Burleson, LLC,  
A Texas limited liability company

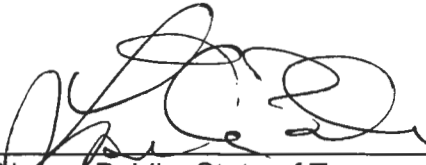
By:   
Chad DuBose, Manager

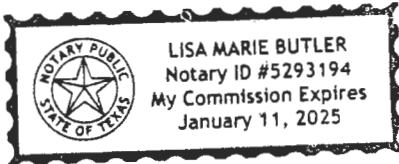
Date: May 15 2024

STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on May 15, 2024 by  
Chad DuBose, known personally by me to be the manager of C&C Burleson, LLC, on  
behalf of said entity.

[Notary Seal]

  
Notary Public, State of Texas



## **EXHIBIT A**

### **Conceptual Removal Plan and Proposed Plan**





## **EXHIBIT B**

### **The Bid Documents Submitted by Terrell General Contractors**

BID



Date: April 11<sup>th</sup> , 2024  
Bid for Burleson Median/Turn

Terrell General Contractors, LLC  
8140 Walnut Hill Suite 250  
Dallas, TX 75231  
(214)865-7611  
Stephen@terrellgc.com

TO: CA Burleson, LLC  
425 Southwest Wilshire Blvd  
Burleson, Texas 76028  
214-701-8455  
Chad@foremark.com

JOB		
<b>SH 174 Median/Turn Lane Improvements - Black Rock Coffee Permit Set</b>		

DESCRIPTION	LINE TOTAL
1 <b>Paving Improvements</b> – Removal of the existing median per Sheet C3, installing new curbs, median and concrete work Per Sheet C4, Signage and Markings per C16, and Traffic Control for 4 weeks to complete this scope of work.	\$235,908.00
2 <b>Landscaping</b> - River Rock, Decomposed Granite, Metal Edging, Trees and shrubs per sheets C5 thru C10. Includes Traffic control for one week that is needed to complete this scope.	\$24,130.00
<b>Insurance</b>	\$3,172.00
<b>Supervision</b>	\$22,250.00
<b>OH&amp;P</b>	\$31,718.00
<b>Subtotal</b>	<b>\$317,178.00</b>
<b>Total</b>	<b>\$317,178.00</b>

## **EXHIBIT C**

### **The Property**

Lot 7-C-R, Block 2, of WILSHIRE SQUARE ADDITION, an Addition to the City of Burleson, Johnson County, Texas, according to the Map or Plat thereof recorded in Volume 7, Page 58, of the Plat Records of Johnson County, Texas.



## City Council Regular Meeting

**DEPARTMENT:** Development Services


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

**MEETING:** January 20, 2026

### **SUBJECT:**

Consider and take possible action on an ordinance amending ordinances CSO#1215-12-2019 and CSO#200-06-2022, to modify the Preliminary Plat, Final Plat, and Replat policies; selecting the Development Assistance Committee as the approval body for Preliminary Plats, Final Plats, and Replats. *(Final Reading) (Staff Contact: Tony D. McIlwain, Development Services Director)*

### **STRATEGIC PRIORITY AND GOAL(S):**

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

### **SUMMARY:**

During the November 3, 2025 City Council meeting, City staff was directed by City Council to modify the Platting approval process. The purpose of the changes to the Subdivision and Development regulations is to accomplish the following:

- Allows for the Platting approval process to be completed at the Development Assistance Committee (DAC) level; resulting in time saving for the applicants by eliminating the need for preliminary plats, replats, or final plats to be placed on a Planning and Zoning Commission consent agenda for compulsory approval.

The DAC will be responsible for the approval of all plats. The plat will be only be forwarded to the Planning and Zoning Commission if an appeal of the development assistance committee decision is made in writing by the applicant within 10 calendar days when. All DAC comments must be addressed or waived through a variance request before the plat will be approved by the

DAC and recorded. Failure of the DAC to make specific comments does not relieve the property owner from compliance with all ordinances.

The plat shall be scheduled for consideration by the DAC within 30 days after the date the plat application is accepted. The plat application is considered accepted upon the determination that the plat either meets the ordinance or a variance to an ordinance requirement has been approved and when all application fees are paid.

**RECOMMENDATION:**

Recommend approval of an ordinance for the text amendment.

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

January 5, 2026: City Council conducted the first reading of the ordinance.

**REFERENCE:**

[City of Burleson, TX PLAT REQUIREMENTS](#)

**FISCAL IMPACT:**

None.

**STAFF CONTACT:**

Tony D. McIlwain, AICP, CFM  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684



# Modification of Plat Approval Process

---

PRESENTED TO CC– 1.20.26

TONY D. MCILWAIN, AICP, CFM

DEVELOPMENT SERVICES DIRECTOR

# Modification of Plat Approval Process

---

## **Purpose of Amendments**

- November 3, 2025, City Council meeting, City staff was directed by City Council to modify the Platting approval process. The purpose of the changes to the Subdivision and Development regulations is to accomplish the following:
- Allows for the Platting approval process to be completed at the Development Assistance Committee (DAC) level; resulting in time saving for the applicants by eliminating the need for preliminary plats, replats, or final plats to be placed on a Planning and Zoning Commission consent agenda for compulsory approval.
- This process will not eliminate any other review related to Engineering. The Platting process will still be required to satisfy platting policies and continue to require Plats comply with HB 3167 30-day shot clock.

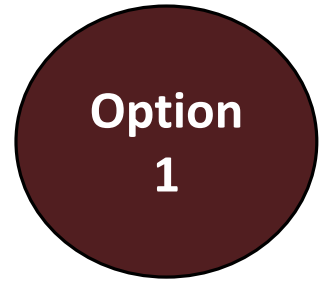


# Modification of Plat Approval Process

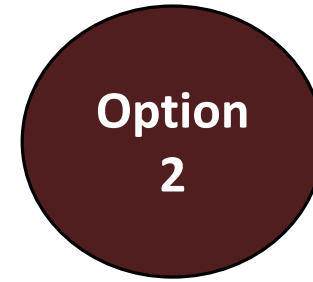
---

## **Summary of Amendments**

- Changes approval authority of preliminary plats, final plats, and replats to the Development Assistance Committee (DAC) level.
- Plats requiring an exception or modification will go to the Planning and Zoning Commission for consideration.
- Written appeals for staff-denied plats will go to the Planning and Zoning Commission for consideration.



**Recommend  
Approval**



**Recommend  
Denial**



# Questions / Comments

---

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817.426.9684

## **ORDINANCE**

**AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, AMENDING ARTICLE 2, “PLATTING POLICIES” AND ARTICLE 3, “PLAT REQUIREMENTS” OF APPENDIX A, “SUBDIVISION AND DEVELOPMENT,” OF THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS, BY PROVIDING FOR ADMINISTRATIVE PLAT APPROVALS IN CERTAIN CIRCUMSTANCES; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the 88th Regular Session of the Texas Legislature adopted House Bill 3699, codified in Chapter 212 of the Texas Local Government Code, granting municipalities the authority to delegate the approval, approval with conditions, or disapproval of plats to designated officers or employees; and

**WHEREAS**, the City Council recognizes the benefits of streamlining administrative processes while maintaining prudent oversight of plat approvals; and

**WHEREAS**, pursuant to Section 2-4(b) of the Code of Ordinances, City of Burleson, Texas, the City Council must consider and approve ordinance amendments at two separate sessions of the City Council unless an exception applies, and no such exception applies to amendments of the City’s subdivision ordinance; and

**WHEREAS**, the City Council has determined that the proposed ordinance amendment promotes the health, safety, and general welfare within the City and is in the best interest of the citizens of the City.

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

### **SECTION 1.**

Section 2.5, “Completeness determination and expiration of permits and plats,” of Article 2, “Platting Policies,” of Appendix A, “Subdivision and Development,” of the Code of Ordinances, City of Burleson, Texas, is hereby amended by revising Subparagraph (a)(2)b. and Subsection (a)(3) to read as follows:

**“§ 2.5. Completeness determination and expiration of permits and plats.**

(a) Requirements for completeness determination.

\* \* \*

(2) No application shall . . .

\* \* \*

- b. Every item, study, and document required by this appendix for the type of plat being submitted, to the extent consistent with state law; and

\* \* \*

(3) The city manager and/or the development services director and public works director may from time to time identify additional requirements for a complete application that are not contained within but are consistent with the application contents and standards set forth in this appendix and with state law.

\* \* \* .”

## **SECTION 2.**

Section 2.6(b), “Schedule,” and Section 2.6(c), “Plats with reserved authority comments,” of Article 2, “Platting Policies,” of Appendix A, “Subdivision and Development,” of the Code of Ordinances, City of Burleson, Texas, are hereby amended to read as follows:

“(b) Review by the city.

- (1) Acceptance. The plat application is considered filed upon the determination that (a) the plat either (i) meets the requirements of the ordinance or (ii) meets most of the requirements of the ordinance and an exception or modification to any remaining ordinance requirement(s) has been requested by the applicant, and (b) when all application fees are paid.

- (2) Administrative review. Consideration of a plat shall be performed by the administrative official, unless an exception or modification is requested.

- a. Items for consideration. The administrative official shall, in their action on the plat, consider the physical arrangement of the subdivision, including the alignment and configuration of street and thoroughfare rights-of-way and determine compliance with the land use plan, thoroughfare plan, and any other applicable components of the comprehensive plan. The administrative official shall also review and recommend that appropriate easements be proposed or future utility service and surface drainage are provided, and that the lot size and area comply with the minimum requirements of this Code

according to the property's zoning classification and type of sanitary sewage disposal proposed.

- b.** Action. Following review of the plat, including changes deemed advisable and the kind and extent of improvements to be made by the subdivider, the administrative official shall act thereon as submitted, and, if approved, the administrative official shall express their approval as approved or conditionally approved and state the conditions of such approval, or if disapproved, shall express their disapproval and the reasons therefor. The administrative official shall act on the plat within 30 days after the date the plat is filed or such longer period as permitted by law, unless the applicant voluntarily requests in writing that action on the plat be tabled or continued.
  - c.** Conditional approval or disapproval. Plats that are conditionally approved or disapproved by the administrative official shall be returned to the subdivider with a written statement that clearly articulates each specific condition for the conditional approval or reason for the disapproval. Each condition or reason specified may not be arbitrary, must be directly related to the requirements under subchapter A of Chapter 212, Texas Local Government Code, and must include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval.
  - d.** Applicant response to conditional approval or disapproval. After the administrative official's conditional approval or disapproval of a plat, the subdivider may submit a written response that satisfies each condition for the conditional approval or remedies each reason for the disapproval. The administrative official shall review any submitted revisions that were required under subsection (c) of this section and determine whether to approve or disapprove the subdivider's previously conditionally approved or disapproved plat, pursuant to the guidelines set forth in subsection (c). If the revised plat is still not in compliance with city standards or requirements, a disapproval of the submittal must be issued no later than the 15th day after the date the response was submitted.
  - e.** Right to appeal. Applicants shall have the right to appeal administrative decisions to the city's planning and zoning commission. The administrative official shall place the appeal on the planning and zoning commission's agenda with a report summarizing the administrative official's decision.
- (3) Planning and zoning commission.** Review of a plat shall be required by the city's planning and zoning commission when an exception or modification is requested, or when an applicant files an appeal of the administrative official's decision.

- a. Items for consideration. The planning and zoning commission shall, in its action on the plat, consider the physical arrangement of the subdivision, including the alignment and configuration of street and thoroughfare rights-of-way and determine compliance with the land use plan, thoroughfare plan, and any other applicable provisions of the comprehensive master plan, taking into consideration the recommendations of city staff. The planning and zoning commission shall also review and recommend that appropriate easements for proposed or future utility service and surface drainage are provided, and that the lot size and area comply with the minimum requirements for the type of sanitary sewage disposal proposed.
  - b. Action. Following review of the plat and other materials submitted for conformity to the regulations of this article, including changes deemed advisable and the kind and extent of improvements to be made by the subdivider, the planning and zoning commission shall act thereon as submitted or modified and express its recommendation as approved, conditionally approved, or disapproved. Conditional approval or disapproval shall include the conditions of such approval or reasons for disapproval, if any. The planning and zoning commission shall act on the plat within 30 days after the date the plat is filed or such longer period as permitted by law, unless the applicant voluntarily requests in writing that action on the plat be tabled or continued.
  - c. Notation of action. A notation of the action taken and requisite reasons therefor shall be entered in the records of the planning and zoning commission.
- (c) Plats with reserved authority comments. Neither the administrative official nor the planning and zoning commission shall have the power to act on matters of reserved authority as identified in this appendix. If a plat with appealed reserved authority comments is otherwise approved by the administrative official or recommended for approval by the planning and zoning commission, it shall be sent to the city council for action within 30 days after the administrative official's approval or the planning and zoning commission's action on the plat. For the purposes of joint authority over appealed reserved authority comments, the administrative official and the planning and zoning commission shall be deemed to concur with the action of the council."

### **SECTION 3.**

Section 3.2(5), "Approval of preliminary plats," Section 3.3(3), "Approval of final plats," and Section 3.6(4), "Approval of replats," of Article 3, "Plat Requirements," of Appendix A, "Subdivision and Development," of the Code of Ordinances, City of Burleson, Texas, are hereby amended to read as follows:

**"§ 3.2. Preliminary plat.**

\* \* \*

- (5) Approval of preliminary plats. All preliminary plat approvals shall be subject to the procedures for approval of subdivisions set forth in article 2 of this appendix, in conjunction with the following provisions specific to preliminary plats:

- a. Development assistance committee. The preliminary plat shall be examined by the DAC for compliance with city ordinances. The DAC may make comments to assist the developer in meeting the requirements of this appendix. Upon determination of the administrative official that the plat substantially meets the ordinance requirements, the preliminary plat will be reviewed in accordance with article 2 of this appendix, as well as the following provisions specific to preliminary plats. If all DAC comments have not been addressed before the administrative official determines that the plat substantially meets the ordinance requirements, the preliminary plat will be reviewed subject to such comments.

\* \* \*

### § 3.3. Final plat.

\* \* \*

- (3) Approval of final plats. All final plat approvals shall be subject to the procedures for approval of subdivisions set forth in article 2 of this appendix, in conjunction with the following provisions specific to final plats:

- a. Development assistance committee. The final plat shall be examined by the DAC for compliance with city ordinances. The DAC may make comments to assist the developer in meeting the requirements of this appendix. Upon determination of the administrative official that the plat substantially meets the ordinance requirements, the final plat will be reviewed in accordance with article 2 of this appendix, as well as the following provisions specific to final plats. If all DAC comments have not been addressed before the administrative official determines that the plat substantially meets the ordinance requirements, the final plat will be reviewed subject to such comments.

\* \* \*

### § 3.6. Replat.

\* \* \*

- (4) Approval of replats. All replat approvals shall be subject to the procedures for approval of subdivisions set forth in article 2 of this appendix, in conjunction with the following provisions specific to replats:



- a. Development assistance committee. The replat shall be examined by the DAC for compliance with city ordinances. The DAC may make comments to assist the developer in meeting the requirements of this appendix. Upon determination of the administrative official that the plat substantially meets the ordinance requirements, the replat will be reviewed in accordance with article 2 of this appendix, as well as the following provisions specific to replats.

\* \* \* .”

#### **SECTION 4.**

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 5.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance be 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, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

#### **SECTION 6.**

Any person, firm, or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-14 of the Code of Ordinances, City of Burleson, Texas. Each day that a violation is permitted to exist shall constitute a separate offense.

#### **SECTION 7.**

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.**

The City Secretary of the City is hereby directed to publish the caption and penalty clause of this Ordinance as required by Section 36 of the City's Home Rule Charter.

**SECTION 9.**

This Ordinance shall be in full force and effect from and after its passage and publication, and it is so ordained.

**PASSED AND APPROVED:**

**First Reading:**        the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Second Reading:**    the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

## City Council Regular Meeting

**DEPARTMENT:** Fire/EMS


**FROM:** Casey Davis, Fire Chief

**MEETING:** January 20, 2026

### SUBJECT:

Consider and take possible action with on an agreement with Bound Tree Medical, LLC, through an interlocal agreement with City of Midlothian for EMS medical supplies and equipment. *(Staff Contact: Casey Davis, Fire Chief)*

### STRATEGIC PRIORITY AND GOAL(S):

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

### SUMMARY:

Staff is requesting that Council consider approval with an Inter local agreement between Bound Tree Medical, LLC, and the City of Midlothian with a Medical Supplier Services Agreement for the purchase of EMS medical supplies and equipment. The agreement would have a three-year term with options for years four and five. This agreement will provide the Fire/EMS Department with essential medical products at contracted pricing, ensuring consistent availability and cost efficiency.

This procurement is being conducted under the authority of the Texas Government Code Chapter 791, Interlocal Cooperation Act. The City of Burleson is piggybacking on an existing contract between The City of Midlothian and Bound Tree , LLC. Interlocal agreements allow political subdivisions to share resources and leverage existing competitively awarded contracts to achieve efficiencies and cost savings. Staff has verified that the underlying contract was solicited and awarded in compliance with applicable law.

**RECOMMENDATION:**

Staff recommends approval of the agreement.

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

On November 11, 2025 Bound Tree medical, LLC, and the City of Midlothian, Texas approved a medical supply and equipment inter local agreement.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Org: 1052202 EMS

Object: 61030 Safety Supplies

Amount:

Year 1 - FY2025/26 \$109,005

Year 2 - FY2026/27 \$112,275

Year 3 - FY2027/28 \$115,643

Year 4 - FY2028/29 \$119,112 (Optional)

Year 5 - FY2029/30 \$122,686 (Optional)

**STAFF CONTACT:**

Casey Davis

Fire Chief

[Cdavis@burlesontx.com](mailto:Cdavis@burlesontx.com)

817-426-9173



# Bound Tree Medical Supplies

---

CITY COUNCIL PRESENTATION

JANUARY 20, 2026



## EMS Supplies

# Why Burleson Fire/EMS Needs EMS Supplies

---

- Operational Readiness & Patient Care**

All EMS supplies—including medications, IV fluids, bandages, diagnostic tools, and airway equipment—are mandated by Dr. Haslam to ensure Burleson EMS units are fully prepared to deliver high-quality, life-saving care

- Regulatory Compliance**

The Texas Department of State Health Services (DSHS) requires EMS agencies to maintain accurate inventory and accountability for all consumables and equipment. This ensures compliance with state standards and readiness for audits



# Why Bound Tree Is the Preferred Partner

---

## Regional Standardization & Proven Partnership

- Bound Tree is the preferred EMS supplier for most systems across North Texas, including Burleson Fire/EMS. Our purchasing is aligned with a cooperative agreement originally negotiated through the City of Midlothian. This regional standardization ensures:
  - Consistency in supply quality and product availability
  - Streamlined procurement processes
  - Competitive pricing through volume-based agreements

## Contractual Efficiency & Council Oversight

- Burleson Fire/EMS is proposing a new contract with Bound Tree effective January 1, 2026, for a three-year term, with two optional one-year renewals. This contract:
  - Mirrors the Midlothian bid documents for compliance
  - Is structured to meet operational and financial needs
  - Requires Council approval to proceed

## Supply Chain Stability & Responsive Support

- Bound Tree has demonstrated resilience during national supply chain disruptions by:
  - Actively securing inventory through supplier partnerships
  - Mitigating price increases with transparent communication
  - Offering emergency disaster support for critical supply access





# Procurement – Interlocal Agreement

---

- The funding for this project has been allocated in the operating budget and has been accounted for in the EMS transport budget.
- On 6-5-2023, the Council approved an interlocal agreement with the City of Midlothian for cooperative purchasing.
- The agreement allows the utilization of an existing procurement arrangement between the City of Midlothian and Bound Tree Medical, LLC for EMS supplies.
- Agreement allows Burleson Fire/EMS to purchase EMS supplies from Bound Tree Medical, LLC.
- This agreement establishes a three-year contract with two optional one-year renewals, allowing for a maximum term of five years.
- The total projected expenditure for equipment purchases over the full five-year period is \$578,695.00. This amount reflects a 3% annual escalation in pricing, applied consistently each year throughout the contract term.

# Available Funding

FY 25/26 provides EMS budget of \$109,000 for the purchase of Operational EMS equipment.





# Council Action Requested

---

## Approve

- Staff recommends approval of the purchase of necessary Medical Supplies from Bound Tree Medical, LLC
- In an amount of \$578,695.00 over 5 years life of the agreement



# Questions Comments

---

## VENDOR/MEMBER AGREEMENT CITY OF BURLESON, TEXAS

This Vendor/Member Agreement (the “Agreement”) is hereby entered into by and between BOUND TREE MEDICAL, LLC. (the “Vendor”), and the City of Burleson, a Texas home-rule municipality (the “City”), for the purchase of medical supplies and related incidental services.

**WHEREAS**, the Vendor was awarded **RFP 2025-28** by the City of Midlothian, Texas, and pursuant to Chapter 791 of the Texas Government Code, the City has the legal authority to utilize a contract procured by another governmental entity when seeking to obtain the same or similar goods or services in the interest of the public; and

**WHEREAS**, the City requires a Vendor that can furnish and deliver medical supplies to support the City’s Fire Department in emergency response operations; and

**WHEREAS**, the City has entered into an Interlocal Agreement with the **CITY OF MIDLOTHIAN TEXAS**, a home-rule municipality, under CSO#5116-08-2023 on June 13, 2023; and

**WHEREAS**, the Vendor has entered into a Contract dated on or about December 22, 2025, with the City of Midlothian, Texas in response to the City of Midlothian, Texas Request for Proposal, RFP#2025-28 Medical Supplies (the “Contract”). A copy of the Contract (which includes City of Midlothian RFP#2025-28 EMS Fire Dept. Medical Supplies and Vendor’s Response) is attached hereto as “Exhibit 1” and incorporated herein by reference for all purposes; and

**WHEREAS**, the City desires to utilize the above-referenced Contract between the Vendor and the City of Midlothian, Texas for medical supplies, with anticipated expenditures estimated at approximately **Five Hundred Seventy-Eight Thousand Seven Hundred Twenty-One Dollars (\$578,721.00)** over the contract term and any exercised renewal options, subject to budget appropriation and actual departmental needs, and the Vendor consents to the aforesaid utilization.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. Vendor agrees to furnish and deliver to the City the goods or services requested by the City as further detailed in the Contract. The City agrees to pay Vendor for the goods or services at the prices set forth in the Contract, subject to the terms and conditions of the Contract and this Agreement. Notwithstanding anything herein to the contrary, the amount the City shall pay to Vendor shall not exceed **Five Hundred Seventy-Eight Thousand Seven Hundred Twenty-One Dollars (\$578,721.00)**.
3. The City shall make payment for goods or services in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Vendor.
4. This Agreement shall commence on January 5, 2026, and shall remain in effect for an initial term of three (3) years, with two (2) one-year renewal options, subject to the terms and conditions of the Contract.
5. This Agreement is made and shall be construed according to the laws of the State of Texas, without



regard for conflicts of law principles. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Johnson County, Texas. This Agreement is made and is to be performed in Johnson County, Texas. In the event of a conflict of this Agreement and the Contract, the terms of this Agreement shall control.

6. All written notices shall be deemed to have been duly served if delivered in person to an individual, officer, legal representative, or member of the party for whom it is intended, or if delivered at or sent by registered mail to the last business address known to the person giving the notice.
7. INDEMNIFICATION. THE VENDOR (THE "INDEMNIFYING PARTY"), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY (THE "CITY INDEMNIFIED PARTY"), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE GOODS OR SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "INDEMNIFIED CLAIMS"), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD-PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY VENDOR OR THE CITY. VENDOR SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM THE WRONGFUL ACT OR OMISSION OR NEGLIGENCE OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.
8. Governmental Functions/Immunities. The parties hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including, but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.
9. Warranty: All products' and manufacturer's warranties and guarantees under the City of Midlothian Agreement, or Vendor guarantees or warranties shall be assigned to the City upon acceptance of delivery.

### MISCELLANEOUS

1. The terms and conditions of any exculpatory or indemnity provisions in the Agreement shall construed in favor of the party being protected and shall survive the termination and completion of the Agreement. The judicial doctrine that provides that documents or exculpatory provisions are to be construed against the drafter or provider of such documents or provisions does not apply to this Agreement.
2. Vendor shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of the City for any purpose whatsoever, including, but not limited to, entitlement

to City employee benefits. Vendor hereby expressly waives any claim or entitlement to such benefits. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

3. The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

4. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

5. No right or remedy granted herein or reserved to either party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder. The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

6. This Agreement is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the City pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8. This Agreement, together with all exhibits referenced herein, embody the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have accepted the terms of this Agreement and caused this Agreement, including the exhibits attached hereto and incorporated herein by reference for all purposes, to be executed as of the dates set forth below.

**CITY OF BURLESON, TEXAS**

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

**Bound Tree Medical, LLC  
(THE "VENDOR"):**

DocuSigned by:  
By: Jon McGrew  
97082D707BCB449...  
Name: Jon McGrew  
Title: AVP, Pricing  
Date: 1/5/2026

**EXHIBIT 1**

Contract between the City of Midlothian, Texas, and Bound Tree Medical, LLC dated on or about December 22, 2025.



# EXHIBIT 1

STATE OF TEXAS	§	
	§	AGREEMENT FOR EMS FIRE
	§	DEPARTMENT MEDICAL SUPPLIES
COUNTY OF ELLIS	§	

This Agreement for EMS Fire Department Medical Supplies (“Agreement”) is made by and between the City of Midlothian, Texas (“City”) and Bound Tree Medical, LLC (“Supplier”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

## RECITALS:

**WHEREAS**, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit “A” and Exhibit “B” attached hereto and made a part herein by reference (the “Services”), and in accordance with the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

### Article I Term

The Term of this Agreement shall commence upon Contractor’s receipt of the City’s Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

### Article II Contract Documents

2.1. This Agreement consists of the following items:

- (a) This Agreement;
- (b) City’s Request for Bid Solicitation for Purchase of a 2025-28 EMS Fire Dept. Medical Supplies RFP (“City’s Bid”) (attached as Exhibit “A”); and
- (c) Supplier’s Response to City’s Bid (attached as Exhibit “B”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

### **Article III Scope of Services**

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

### **Article IV Compensation**

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

### **Article VI Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

## **Article VII Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

## **Article VIII Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

## **Article IX Termination**

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

## **Article X Indemnification**

**CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF**

**THE CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## **Article XI Miscellaneous**

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas  
Attn: Chris Dick  
City Manager  
215 N. 8<sup>th</sup> St  
Midlothian, Texas 76065  
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols | Jackson, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC  
Attn: Brian LaDuke, CEO  
5000 Bradenton Ave  
Dublin, OH 43017  
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.


11.16 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

*(signature page to follow)*

EXECUTED this 19<sup>th</sup> day of December, 2025.

City of Midlothian, Texas

By:

  
Chris Dick, City Manager

Approved as to form:

By:

  
Joseph J. Gorfida, Jr., City Attorney  
(12-17-2025: FINAL 4915-6908-5570, v. 1)

EXECUTED this 22nd day of December, 2025.

Bound Tree Medical, LLC

By:

Name: Rob Meriweather

Title: President



# Bound Tree

CITY OF MIDLOTHIAN  
PURCHASING DEPARTMENT

MEDICAL SUPPLIES

RFP NO. 2025-28

DUE – NOVEMBER 11, 2025, 11:00AM





**Bound Tree Medical**

November 11, 2025

City of Midlothian  
Purchasing Office  
215 N. 8<sup>th</sup> St  
Midlothian, TX 76065

To Whom it May Concern:

Bound Tree Medical is pleased to offer the attached proposal for the City of Midlothian Medical Supplies Bid No. 2025-28. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

**Bid Proposal**

- Bid General Provisions & Specifications
- Signed Bid Document
- Proposal Information & Pricing
- Bound Tree Medical Item Numbers & Descriptions

**About Bound Tree Medical**

- Customer References
- Bound Tree Distribution Network
- Customer Service Information
- Return & Warranty Information
- Online Ordering Capabilities
- Price Adjustments Due to Tariffs
- BTM Price Increase Policy
- Bound Tree Certificates of Insurance
- Bound Tree W-9

**Solutions and Services**

- BTM Pharmaceutical Advantage & VAWD Certification
- Curaplex and Kitting
- Bound Tree Subscriptions
- Inventory Management
- EMS Advocacy
- Disaster Program Information
- Access to Continuing Education

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

**Greg Wolf**  
Account Manager  
817.658.4168  
[greg.wolf@boundtree.com](mailto:greg.wolf@boundtree.com)

**Heather Legg**  
Pricing Analyst, Bids & Contracts  
614.760.5179  
[heather.legg@boundtree.com](mailto:heather.legg@boundtree.com)

## Bound Tree Medical

### WHY BOUND TREE MEDICAL?

Bound Tree recognizes and understands the challenges that City of Midlothian is facing today and believe we can provide solutions and services to help mitigate and solve many of them. We will offer you 100% of our resources and abilities. We believe that there is no other company that can offer the same combination of competitive pricing, exceptional customer service, online ordering, disaster preparedness, inventory solutions, reporting, and exceptional fill rates as Bound Tree. As a trusted Partner in EMS for 45 years, we've made it our mission to help you save minutes and save lives. We strive to understand your unique needs and provide you with the right products, services, and support.

### THE RIGHT PRODUCTS

Curaplex® by Bound Tree – Aside from offering national, well-known brands, Bound Tree's Curaplex portfolio of products is an advantage to your business, providing what you need when it comes to product availability, price, selection and quality on the items you use the most. Curaplex® is designed for customers who want the best value but aren't willing to compromise on quality and patient care.

Pharmaceuticals – Bound Tree sells a full line of EMS pharmaceuticals including Class II, III, and IV scheduled drugs. As a leader in the industry, we have VAWD accreditation from the National Association of Boards of Pharmacy and are compliant with FDA Pedigree requirements as set forth by the Drug Supply Chain Security Act. We also provide weekly pharmaceutical backorder reports with up-to-date industry information.

Recertified Equipment – Bound Tree's offers recertified AEDs, defibrillators, ECG monitors, infusion pumps, pulse oximeters, suction units, ventilators, and vital sign monitors from leading manufacturers. Our highly trained biomedical technicians painstakingly recertify all critical care equipment to ensure a quality product at a savings up to 50% of new equipment. This will be beneficial when you need service on your IV pumps or if you find the need for additional ones.

### THE RIGHT SERVICES

Operative IQ Inventory Management – Operative IQ improves productivity by connecting the functional areas of your operation. It allows people to share information, reduce labor hours and material costs, improve service levels and communication, and make informed business decisions.

UCapIt Controlled Medical Supply Dispensing – UCapIt allows EMS, Pharmaceutical and other medical professionals the ability to restock their units 24/7 and have real-time usage and inventory tracking. Annual savings using the UCapIt dispenser have been realized up to 30% related to shrink, expiration management and overhead.

Controlled Substances Ordering System – The Controlled Substances Ordering System (CSOS) was developed by the DEA for the electronic transmission of Class II controlled substances orders. This allows for a significant reduction in the number of ordering errors, faster transaction times and lower costs due to order accuracy and decreased paperwork.

## Bound Tree Medical

### THE RIGHT SUPPORT

**Sales Support Team** – City of Midlothian has a dedicated Account Manager, who along with being readily available, will provide quarterly business reviews to maintain performance, maximize results and adjust to any changing needs and requirements City of Midlothian may have. Our Customer Service Team is trained and available 7:30 am – 8:00 pm ET to respond to customer inquiries regarding items, availability, shipment, delivery, and product substitutions when needed in the event of longer-term backorders.

**Bound Tree University** – Our Bound Tree EDU provides 5 Free CE accredited courses, to help drive employee retention and on-going training. With 150+ hours of recorded classes available on-demand and live classes five days a week, it meets all of the requirements for NREMT, State license, CFRN, and now FP-C and CCP-C as well (meets w requirements for full renewal).

### THE RIGHT INFRASTRUCTURE

**BoundTree.com** – The Bound Tree website offers convenient 24/7/365 access to product information and ordering, supply lists, order history, electronic requisitions, and email notifications. We also offer Electronic Data Interchange (EDI) compatibility.

**Nationwide Distribution** – For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide. Ninety-six percent of all our customers can be reached using UPS Ground within 2 business days.

**Medical Device Kitting** – Bound Tree operates an FDA approved medical device kitting facility. Curaplex® pre-assembled kits solve a variety of your everyday challenges, so you spend less time worrying about the details and more time focusing on patient care. Curaplex® kits give you the ability to respond quickly to emergency scenarios by providing immediate access to the supplies you need. Custom Kitting solutions are also available.

**Disaster Support** – Call Bound Tree's Disaster Support Hotline at 800-863-0953 to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts. Our Disaster Response Team was activated several times during the recent hurricanes helping to supply relief efforts.

## Bound Tree Medical

### Bound Tree Medical, LLC – A Limited Liability Corporation

Fed ID # 31-1739487

Dubs and Bradstreet # 070556204

**Mailing & Physical Address:**

5000 Bradenton Ave.  
Dublin, Ohio 43017-3520

**Payment Address:**

23537 Network Place  
Chicago, Illinois 60673-1235

**Primary Point of Contact:**

Greg Wolf  
Mobile: 817.658.4168  
Direct: 817.658.4168  
Email: [greg.wolf@Boundtree.com](mailto:greg.wolf@Boundtree.com)

**Contract Clarification Requests:**

Heather Legg – Pricing Analyst, Bids & Contracts  
Phone: 614-760-5179  
Email: [heather.legg@Boundtree.com](mailto:heather.legg@Boundtree.com)

**Bound Tree Medical Principals:**

Rob Meriweather – President  
Brian LaDuke – CEO  
Darrell Hughes –Secretary  
Shawn Saylor – Treasurer

**Additional Contact Information:**

Main Phone: 800.533.0523  
Main Fax: 877.311.2437  
Customer Service – [CustomerService@Boundtree.com](mailto:CustomerService@Boundtree.com)  
Bids & Contracts – [SubmitBids@Boundtree.com](mailto:SubmitBids@Boundtree.com)



*Nery Pena  
Purchasing Agent*

**ADDENDUM #1  
2025-28**

**EMS Medical Supplies**

The following clarifications were requested regarding the captioned RFP. The replies are in red.

- Bid asks for a total of each section however does not give a quantity to multiply the bid price against- how are we to provide totals?

*On the quantity columns, please indicate how many are in your box/case. The totals at the bottom will be for 1 each/box/case.*

- Is DocuSign an acceptable form of signature?

*Yes*

- Just to be clear, you will accept price increases anytime during the 5 years with a 30-day notice if we receive an increase on an item?

*Timeframes for price changes are a part of your bid. Page 3 #20 Page 9 #7*

- During this time of uncertainty, we are experiencing unexpected increases across all product categories from all manufacturers they will not all provide documentation or notification of these increases, are we allowed to present the changes increase/decrease as we receive them with the 30-day notice without the documentation if we do not have it?

*Proof of increase is required.*

- For products listed as NO Substitution- and the listed Manufacturer is Curaplex, can we provide our equivalent product? Curaplex is a private label for BoundTree Medical, if we cannot provide our equivalent product this would be a sole source bid item and they should be removed from the bid or allow for other bidders to bid the equal item for the bid to be considered fair and impartial. Will you remove the NO Substitution from these line items?

*In regard to the Curaplex question. Several items are sole source from Curaplex that we presently use. It would be detrimental and cost prohibitive to change up some of these and start using another brand. I will highlight the ones that are an absolute that as a department, we cannot start over on. These are all in Red. The ones in yellow, they can bid as equivalent. I would want samples of their items in Yellow to see if they are equivalent to what we are using now. Per KC*

- Upon review, if there are bid terms and conditions the Vendor may not be able to agree to, will the City allow the Vendor to include clarifications or exceptions as part of its bid submission?

*Yes, but this will be considered when "Best Value" for City is determined.*

**Strong Foundations. Bright Futures.**

215 N. 8<sup>th</sup> St | Midlothian, Texas 76065 | PH: 972.775.3481 | FAX: 972.775.7122 | midlothian.tx.us



Addendum 1  
November 3, 2025  
Page 2

- Are these lines duplicates? If not, what are the manufacturer item numbers for each line?

133 Extrication Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings

134 Extrication Collar, Ambu Perfit ACE, Child, Adjustable

These duplicates have been removed.

- We need clarification on the lines below. The BTM item numbers listed are no longer valid and Medical Devices Intl no longer makes the Econo-Vac. Are you looking for Faspilts made by Hartwell? If so, these lines will need to be updated with the correct item numbers.

FastSplint Vacuum Large (EMS Econo-Vac) Wrist/Ankle Only

FastSplint Vacuum Medium (EMS Econo-Vac) Arm only

FastSplint Vacuum Small (EMS Econo-Vac) Leg Only

135-137 can be Hartwell.

- This is available in multiple sizes. Which size are you requesting?

161 SAM Pelvic Sling II

Medium has been added to Description.

- It appears these lines cutoff the complete description. We need the manufacturer item# for these.

173 Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/Shield, Alcohol Wipe, BioBag or

194 Isolation kit, Incl impermeable gown, gloves, biohazard bag, mask w/shield, shoe covers, cap, disp

These should be the branded version of their kit that has the items listed in the description.

- This line is marked NO SUB, but I am unable to locate this size. Please provide the Becton Dickison item#

230 Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle

239 Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle

239 is a typo. Should be 23 ga needle. BD SKU: 303307. Correction made on bid sheet.

- We need to know the manufacturer item# for these lines.

275 NIBP Cuff-Reusable, Adult

276 NIBP Cuff-Reusable, Child

277 NIBP Cuff-Reusable, Infant

278 NIBP Cuff-Reusable, Large Adult

279 NIBP Cuff-Reusable, Small Adult

Added Bayonet Connector to Description

**Strong Foundations. Bright Futures.**

215 N. 8<sup>th</sup> St | Midlothian, Texas 76065 | PH: 972.775.3481 | FAX: 972.775.7122 | midlothian.tx.us





Addendum 1  
November 3, 2025  
Page 3

- These lines are marked NO SUB but the Part Numbers provided are no longer available. Will you remove the NO SUB so we can bid a comparable product?

291	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100/BX
292	SMART CAPNOLINE, PEDIATRIC, NON INTUBATED, ORAL NASAL W/OXYGEN TUBING 25/BX

These are the standard capnoline parts from Stryker. We are working off the parts number list provided. These need to be the Stryker/Microstream. These are not to be generic but the Stryker/Microstream part. If generics are quoted, they should be listed on the bottom of the bid or under vendor comments.

- Is it possible to have usage for the line items listed in the bid?  
We do not have this information.
- I see that the questions are not due until 11/6 and the bid is due 11/11 at 11am. In order to meet the deadline, we would need to send the bid out on 11/7. Will there be an addendum answering the questions submitted prior to 11/7 or will the due date be extended to allow for time for us to complete the bid?

Addendum 1 posting 11/03/25. It is unable to tell if an additional addendum will be required. At this time, an extension being added to the due date of the bid is not expected.


Additional change, on line 453, the Laerdal and non-substitution has been removed on the lubricating jelly.

**REVISED BID SHEET INCLUDED WITH THIS ADDENDUM. BE SURE TO USE THE AMENDED BID SHEET WITH YOUR RESPONSE.**

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE**

Bound Tree Medical, LLC  
5000 Bradenton Ave.  
Dublin, OH 43017

Signature   
Name Rob Meriweather  
Title President, EP  
Tel. No. 800-533-0523

**Strong Foundations. Bright Futures.**

215 N. 8<sup>th</sup> St | Midlothian, Texas 76065 | PH: 972.775.3481 | FAX: 972.775.7122 | midlothian.tx.us



**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2025-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us/bids.aspx](http://www.midlothian.tx.us/bids.aspx)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

**Bids will be received at the City of Midlothian, Purchasing Office, 215 N. 8<sup>th</sup> St, Midlothian, TX 76065 until 11:00 a.m. Tuesday, November 11, 2025.**

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Nery Pena, Purchasing Agent at [nery.pena@midlothian.tx.us](mailto:nery.pena@midlothian.tx.us) prior to Thursday, November 6, 2025, at 11:00 AM.

PUBLISHED: 10-19-25  
10-26-25





**Strong Foundations. Bright Futures.**

**BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28 PRE-BID MEETING: N/A**  
**BID OPENING DATE: Tuesday, November 11, 2025, 11:00 AM**  
**LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

**Bidder Must Fill In & Sign**  
 Name of Firm, Company

<b>Agent's Name</b> Bound Tree Medical, LLC		
<b>Agent's Title</b> President, EP		
<b>Mailing Address</b> 5000 Bradenton Ave.		
<b>City</b> Dublin,	<b>State</b> Ohio	<b>Zip</b> 43017
<b>Telephone</b> 800-533-0523		
<b>Fax No.</b> 877-311-2437		
<b>Email address:</b> submitbids@boundtree.com		
<b>AUTHORIZED SIGNATURE</b>		

All participating cities will provide a list of authorized persons and authorized delivery destinations.

The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

	YES	NO
(1) Ability to order from a template over the internet?	<u>  x  </u>	<u>      </u>
(2) Secure on-line ordering?	<u>  x  </u>	<u>      </u>
(3) Vendors web site offers real-time indicators of product availability.	<u>  x  </u>	<u>      </u>
(4) Local sales representation within 50 miles?	<u>  x  </u>	<u>      </u>
(5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine?	<u>  x  </u>	<u>      </u>
(6) Sales representative is able to provide training for products offered?	<u>  x  </u>	<u>      </u>
(7) Sales representative must be available for routine visits?	<u>  x  </u>	<u>      </u>
(8) Ability to requisition to a central purchaser via internet?	<u>  x  </u>	<u>      </u>
(9) Ability to track product usage and cost for each requisitioning agency?	<u>  x  </u>	<u>      </u>
(10) Ability to ship to multiple delivery destinations?	<u>  x  </u>	<u>      </u>
(11) Ability to deliver within 48 hours with no additional charges?	<u>  x  </u>	<u>      </u>
(12) Ability to track up to 24 months of purchase history (monthly)?	<u>  x  </u>	<u>      </u>
(13) Can additional cities purchase "off" this contract?	<u>  x  </u>	<u>      </u>
(14) Ability to produce quarterly consumption reports?	<u>  x  </u>	<u>      </u>
(15) Local warehouse (within 50 miles of Midlothian)?	<u>  x  </u>	<u>      </u>
(16) Ability to pick up ordered supplies at a regional warehouse?	<u>  x  </u>	<u>      </u>
(17) Multiple distribution centers through the country?	<u>  x  </u>	<u>      </u>
(18) Sales Rep to attended at least 6 local Regional Advisory Council EMS committee meetings per year (TSA-E)	<u>  x  </u>	<u>      </u>

(19) Sales Rep to attended at least 2 GETAC EMS Committee meetings  
per year in Austin.

  x  

(20) Price increases are considered on a   annual   (monthly, quarterly, annual) basis only.

Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

(21) Please include your RUSH Order policy in your bid.   Included in response  

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon between the City of Midlothian and the winning vendor.

### **BID SHEETS FOUND FOLLOWING ON SEPARATE SPREADSHEET**

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”

## SOLICITATION STANDARD TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** as stated in document. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time, and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at **least** five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

**EMS FIRE DEPT.**  
**MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28**

**SPECIFICATIONS (MINIMUM):**

**SCOPE:** The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

**REQUIREMENTS:** Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

**QUANTITIES:** Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

**ACCEPTANCE AND NONCONFORMING STANDARDS:** All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

**EVALUATION CRITERIA:** Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

**AUDIT:** Supplier shall provide the City of Midlothian a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

**NON-FUNDING CLAUSE:** The City of Midlothian's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**TERM OF CONTRACT AND OPTION TO EXTEND:** The contract shall be for an initial term of three (3) years beginning upon City Council approval or the assigned effective date. Two (2), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

**CONTRACT TERMINATION:** The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

**INSURANCE AND BONDS:** The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.**

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of

statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.

- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence.
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)**

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

**ETHICS ACKNOWLEDGEMENT**

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

**ASSIGNMENT:** The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**BID DELIVERY:** The City of Midlothian Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

**HB 1295 FORM:** At time of contract execution vendor must provide a signed and notarized HB 1295 Form received directly from the State of Texas. <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>.

Lobbying of selection committee members, City staff, or City Council members will not be permitted nor tolerated during the RFP process.

**PROHIBITION OF BOYCOTT ISRAEL:** By submission of this RFP response, the respondent verifies that they will not Boycott Israel and agrees that during the term of this Contract, they will not Boycott Israel as that term is defined in Chapter 2270, Texas Government Code. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more full-time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

**PROHIBITION OF BOYCOTT OF ENERGY COMPANIES:** By submission of this RFP response, the Respondent verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE**

**ASSOCIATIONS:** By submission of this RFP response, the Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the submittals from a company were able to provide the required certification.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (3) years. The City of Midlothian reserves the right to renew this contract for (2) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the three-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 215 N. 8<sup>th</sup> St, Midlothian TX 76065.

Seventy-five days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 CONDITIONS OF BIDDING**

(Full compliance with the following conditions is necessary for consideration of this bid)

1. Signature: This bid must be signed by a company representative authorized to bind the offer contractually.
2. Unit Prices and Extensions: If there is a difference between unit price and their extension, the unit price will govern.
3. Freight and Other Delivery Charges: All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. Acceptance: The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. Discount: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. Payment: net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. Escalation/De-Escalation. The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. ***Price increases are allowed only as stated in bid. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.***
8. Federal or State Taxes: The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. Guarantees and Warranties: Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.



11. **Bid Closing & Bid Preparation:** Sealed bids received after the bid opening date and time will not be considered. It will be the **SOLE RESPONSIBILITY** of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. **Item Bid:** Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be **NEW** unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. **Samples:** Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. **Alternates:** Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. **Exception/Substitutions:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. **Pharmaceutical Requirements:**
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. **Ambiguity in Bids:** Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. **Changes of Additions:** No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. **Funding:** Funds for payment have been provided through the requesting entity. The State of Texas statues prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.
20. **Trade Secrets, Confidential information and the Texas Public Information Act:** If you consider any portion of your bid to be privileged or confidential by statue or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section

552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.

21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - a) Have adequate financial resources required, or the ability to obtain such resources as required;
  - b) Be able to comply with the required or proposed delivery schedule;
  - c) Have a satisfactory record of performance;
  - d) Have a satisfactory record of integrity and ethics;
  - e) Be otherwise qualified and eligible to receive an award;
  - f) Provide a list of other cities they currently contract with in the area.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changed made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.
28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.
  - 1.) Is your principle place of business in the State of Texas? YES\_\_\_\_ NO x
  - 2.) If the answer to question (1) is "yes", no further information is necessary, if "no" please indicate:
    - a.) In which state is your principal place of business located? Ohio
    - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES\_\_\_\_ NO x
    - c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.
35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:
  - a) Meet delivery schedules.
  - b) Perform in accordance with these specifications and/or
  - c) Transfers, assigns or conveys any or all of its obligations or duties to another.
  - d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
  - e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

**Bidders who are able to provide the following services will be looked favorably upon.**

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.

Yes   x                        No       

2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCaplt) manufactured by the U-Select-It-Corporation or a comparable device?

Yes   x                        No       

3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?

Yes   x                        No       

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?

Yes   x                        No       

5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?

Yes   x                        No       

Provide a copy of this program if available.

## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: Baltimore City Fire Department

Address: 3500 West Northern Parkway Baltimore, MD 21215

Contact Person: Jerami Bennett, Lieutenant

Telephone: ( 410 ) 396-2718

Email: jerami.bennett@baltimorecity.gov

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

Company Name: City of Columbus Division of Fire

Address: 2028 Williams Rd Columbus, OH 43207

Contact Person: Jessica Barnhart, Medical Supply Specialist

Telephone: ( 614 ) 616-4699

Email: jbarnhart@columbus.gov

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

Company Name: City of Tampa Fire Department

Address: 808 East Zack Street Tampa, FL 33602

Contact Person: Barbara Tripp, Fire Chief

Telephone: ( 352 ) 406-2573

Email: barbara.tripp@tampagov.net

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

**SUPPLIER INFORMATION FORM**

<b>COMPANY'S FULL BUSINESS NAME:</b>	Bound Tree Medical, LLC
<b>PHYSICAL ADDRESS:</b>	5000 Bradenton Ave.
	Dublin, OH 43017
<b>PHONE #:</b>	800-533-0523
<b>FAX #:</b>	877-311-2437
<b>CONTACT PERSON:</b>	Greg Wolf, Account Manager
<b>PHONE #:</b>	817-658-4168
<b>REMITTANCE ADDRESS:</b>	Bound Tree Medical, LLC
	23537 Network Pl.
	Chicago, IL 60673-1235
<b>PHONE #:</b>	800-533-0523
<b>FAX #:</b>	877-311-2437
<b>CONTACT PERSON:</b>	Heather Legg, Pricing Analyst, Bids & Contracts
<b>PHONE #:</b>	800-533-0523 x5179
<b>PAYMENT TERMS DISCOUNT:</b>	0 Net / 30 Days
<b>COMPANY TAX ID#:</b>	31-1739487

**\*\*Not Applicable**

**FOR MINORITY AND/OR WOMAN  
OWNED BUSINESS ENTERPRISES  
(To be completed only if applicable)**

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin TX 78711-3047  
(512) 463-5872  
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB 24  
Arlington TX 76011  
(817) 640-0606  
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

**COMPANY NAME:**

**REPRESENTATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**INDICATE ALL THAT APPLY**

\_\_\_\_\_ Minority Owned BusinessEnterprise

\_\_\_\_\_ Woman Owned BusinessEnterprise

**\*\*Not Applicable**

# CITY OF MIDLOTHIAN PURCHASING DEPARTMENT

## NO BID NOTIFICATION

BID TITLE: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

SUPPLIER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

The CITY OF MIDLOTHIAN is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- \_\_\_\_\_ Do not supply the requested product.
- \_\_\_\_\_ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- \_\_\_\_\_ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- \_\_\_\_\_ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- \_\_\_\_\_ Time frame for bidding was too short for my organization.
- \_\_\_\_\_ Not awarded a previous contract by the City when you felt you were low bidder.
- \_\_\_\_\_ Other \_\_\_\_\_

**Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.**

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.



147

|                                                                                                                               |            |               |              |                |               |             |             |                  |                                |                |                                |
|-------------------------------------------------------------------------------------------------------------------------------|------------|---------------|--------------|----------------|---------------|-------------|-------------|------------------|--------------------------------|----------------|--------------------------------|
| CuraView LED Laryngoscope Blade & Handle, Disposable, Max 4" or equivalent                                                    | \$         | 7.70          | \$           | 154.00         | 20/bx         | \$          | 462.00      | 3b/cx            | TRI-ANIM HEALTH SERVICES       | 301-LED-0405   | Not all items are sold by each |
| CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 0 or equivalent                                                  | \$         | 7.70          | \$           | 154.00         | 20/bx         | \$          | 462.00      | 3b/cx            | TRI-ANIM HEALTH SERVICES       | 301-LED-000M   | Not all items are sold by each |
| CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 1 or equivalent                                                  | \$         | 7.70          | \$           | 154.00         | 20/bx         | \$          | 462.00      | 3b/cx            | TRI-ANIM HEALTH SERVICES       | 301-LED-1015   | Not all items are sold by each |
| CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 2 or equivalent                                                  | \$         | 7.70          | \$           | 154.00         | 20/bx         | \$          | 462.00      | 3b/cx            | TRI-ANIM HEALTH SERVICES       | 301-LED-1025   | Not all items are sold by each |
| CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 3 or equivalent                                                  | \$         | 7.70          | \$           | 154.00         | 20/bx         | \$          | 462.00      | 3b/cx            | TRI-ANIM HEALTH SERVICES       | 301-LED-1035   | Not all items are sold by each |
| Disposable Cuedel Oral Airway, 40mm (Pink)                                                                                    | \$         | 0.21          | \$           | 10.50          | 50/pkg        | \$          | 630.00      | 60b/cx           | ASP GLOBAL                     | 2010-35040     | Not all items are sold by each |
| Disposable Cuedel Oral Airway, 50mm (Blue)                                                                                    | \$         | 0.26          | \$           | 13.00          | 50/pkg        | \$          | 780.00      | 60b/gx           | ASP GLOBAL                     | 2010-35050     | Not all items are sold by each |
| Disposable Cuedel Oral Airway, 60mm (Black)                                                                                   | \$         | 0.26          | \$           | 13.00          | 50/pkg        | \$          | 780.00      | 60b/gx           | ASP GLOBAL                     | 2010-35060     | Not all items are sold by each |
| Disposable Cuedel Oral Airway, 70mm (White)                                                                                   | \$         | 0.26          | \$           | 13.00          | 50/pkg        | \$          | 780.00      | 60b/gx           | ASP GLOBAL                     | 2010-35070     | Not all items are sold by each |
| Disposable Cuedel Oral Airway, 80mm (Green)                                                                                   | \$         | 0.26          | \$           | 13.00          | 50/pkg        | \$          | 780.00      | 60b/gx           | ASP GLOBAL                     | 2010-35080     | Not all items are sold by each |
| Disposable Cuedel Oral Airway, 90mm (Yellow)                                                                                  | \$         | 0.31          | \$           | 15.50          | 50/pkg        | \$          | 780.00      | 60b/gx           | ASP GLOBAL                     | 2010-35090     | Not all items are sold by each |
| Disposable Cuedel Oral Airway, 100mm (Red)                                                                                    | \$         | 0.31          | \$           | 15.50          | 50/pkg        | \$          | 217.00      | 14b/gx           | ASP GLOBAL                     | 2010-35100     | Not all items are sold by each |
| Endotracheal Tube Holder, Thomas Select, Pediatric                                                                            | \$         | 3.80          |              |                |               |             | 25/cx       |                  | Laerdal Medical                | 020400         | Not all items are sold by each |
| Endotracheal Tube Holder, Thomas Select, Adult                                                                                | \$         | 3.26          |              |                |               |             |             |                  | Laerdal Medical                | 2120-17010     | Not all items are sold by each |
| ET TUBE INTRODUCER PEDIATRIC 10 FR x 70 CM W/ COUDE TIP                                                                       | \$         | 5.35          | \$           | 53.50          | 10/bx         |             |             |                  |                                | 9-01212-70     | Not all items are sold by each |
| ET TUBE INTRODUCER W/COUDE TIP 15FR x 70CM                                                                                    | \$         | 33.38         |              |                |               |             |             |                  |                                | 020631         | Not all items are sold by each |
| FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM                                                                              | \$         | 7.995.00      |              |                |               |             |             |                  | Venit's Medical                | BTM-2421-2000  | No Substitution                |
| NeoVent VM 2000 Emergency and Transport Ventilator Package                                                                    | \$         | 13.90         |              |                |               | \$          | 139.00      | 10/cx            | INTERSURGICAL INC              | 2114-08201     | No Substitution                |
| 1-gel Supraglottic Airway Neonate size 1                                                                                      | \$         | 22.63         |              |                |               | \$          | 139.00      | 10/cx            | INTERSURGICAL INC              | 2114-08202     | No Substitution                |
| 1-gel O2 Supraglottic Airway, Pediatric, Size 2                                                                               | \$         | 22.63         |              |                |               | \$          | 133.80      | 6/cx             | INTERSURGICAL INC              | 2114-87201     | No Substitution                |
| 1-gel O2 Resus Pack, SM Adult, incl size 4, 1-gel O2, Lube, Strap, for Pts 30-60 kg                                           | \$         | 22.63         |              |                |               | \$          | 133.80      | 6/cx             | INTERSURGICAL INC              | 2114-87202     | No Substitution                |
| 1-gel O2 Resus Pack, MED Adult, incl size 4, 1-gel O2, Lube, Strap, for Pts 50-90 kg                                          | \$         | 22.63         |              |                |               | \$          | 133.80      | 6/cx             | INTERSURGICAL INC              | 2114-87203     | No Substitution                |
| 1-gel O2 Resus Pack, LG Adult, incl size 5, 1-gel O2, Lube, Strap, for Pts 90 plus kg                                         | \$         | 1.44          |              |                |               | \$          | 72.00       | 50/cx            | INTERSURGICAL INC              | 58-45750EA     | No Substitution                |
| Nebulizer Mask, SM, Disposable, Knitted latex free Head Strap, for use with AeroEclipse (BAN)                                 | \$         | 5.72          |              |                |               | \$          | 286.00      | 50/cx            | AIR-LIFE                       | 58-64594050EA  | No Substitution                |
| Nebulizer, AeroEclipse II BAN, w/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing                                    | \$         | 7.35          |              |                |               |             |             |                  | Curaplex                       | 2361 50505     | No Substitution                |
| Nebulizer, AeroEclipse II BAN, w/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing                                    | \$         | 21.700.00     |              |                |               |             |             |                  | Curaplex                       | BTM 2146-10020 | No Substitution                |
| Curaplex OneScope Pro Video Laryngoscope                                                                                      | \$         | 14.50         |              |                |               |             |             |                  | Curaplex                       | BTM 2146-10021 | No Substitution                |
| Curaplex OneScope Pro-Neonatal Laryngoscope Blade, Size 00                                                                    | \$         | 14.50         |              |                |               |             |             |                  | Curaplex                       | BTM 2146-10025 | No Substitution                |
| Curaplex OneScope Pro-Neonatal Laryngoscope Blade, Size 0                                                                     | \$         | 14.50         |              |                |               |             |             |                  | Curaplex                       | BTM 2146-31035 | No Substitution                |
| Curaplex OneScope Pro-Neonatal Laryngoscope Blade, Size 1                                                                     | \$         | 14.50         |              |                |               |             |             |                  | Curaplex                       | BTM 2146-31035 | No Substitution                |
| Curaplex OneScope Pro-Pediatric Laryngoscope Blade, Size 2                                                                    | \$         | 14.50         |              |                |               |             |             |                  | Curaplex                       | BTM 2146-41025 | No Substitution                |
| Curaplex OneScope Pro-Angulated Adult Laryngoscope Blade, Size 3                                                              | \$         | 14.50         |              |                |               |             |             |                  | Curaplex                       | BTM 2146-41025 | No Substitution                |
| Curaplex OneScope Pro-Angulated Adult Laryngoscope Blade, Size 4                                                              | \$         | 14.50         |              |                |               |             |             |                  | Curaplex                       | BTM 2146-44025 | No Substitution                |
| Curaplex OneScope Pro-Direct Adult Laryngoscope Blade, Max Size 3                                                             | \$         | 14.50         |              |                |               |             |             |                  | Curaplex                       | BTM 2146-44025 | No Substitution                |
| Curaplex OneScope Pro-Direct Adult Laryngoscope Blade, Max Size 4                                                             | \$         | 14.50         |              |                |               |             |             |                  | Curaplex                       | BTM 2146-44025 | No Substitution                |
| O2 MAX BITRAC ED FULL FACE MASK AND HEAD STRAP ADULT LARGE                                                                    | \$         | 23.66         |              |                |               | \$          | 236.60      | 10/cx            | Pulmonary                      | 313-7030EA     | No Substitution                |
| O2-MAX Fixed System with Adult Medium Bitrac Mask, 3-set Valve, Expandable Tubing, Filter, Neb Included, Ohmeda Quick Connect | \$         | 53.30         |              |                |               | \$          | 533.00      | 10/cx            | Pulmonary                      | 313-7560N-1EA  | No Substitution                |
| Oxygen Regulator, CG4540, Nut and Nipple Inlet, 50 psi Preset with 90 degree Outlet, Contents Gauge                           | \$         | 111.23        |              |                |               |             |             |                  | WESTERN ENTERPRISES            | 96-MJA-540-P   | No Substitution                |
| Pressure Gauge Only, Oxygen, 2.0 in OD, Bottom Port, 1/4 NPT 4000psi, Chrome                                                  | \$         | 20.61         |              |                |               |             |             |                  | WESTERN ENTERPRISES            | 380002         | No Substitution                |
| Quick Connect Coupler, Oxygen, Ohmeda x DMS Hex Nut                                                                           | \$         | 29.74         |              |                |               |             |             |                  | SafeGuard Medical              | PDF112         | No Substitution                |
| Russell Pneumofix Decompression Needle, 12 ga                                                                                 | \$         | 31.99         |              |                |               | \$          | 38.00       | 50/cx            | UE Medical Devices             | 10868          | No Substitution                |
| STAT-O-SEAL CYLINDER GASKET BRASS WITH RUBBER CENTER                                                                          | \$         | 0.76          |              |                |               |             |             |                  | UE Medical Devices             | 2146-03001     | No Substitution                |
| UEScope 2 Blade Size D0                                                                                                       | \$         | 42.31         |              |                |               |             |             |                  | UE Medical Devices             | 2146-03010     | No Substitution                |
| UEScope 2 Blade Size D1                                                                                                       | \$         | 42.31         |              |                |               |             |             |                  | UE Medical Devices             | 2146-03020     | No Substitution                |
| UEScope 2 Blade Size D2                                                                                                       | \$         | 42.31         |              |                |               |             |             |                  | UE Medical Devices             | 2146-03030     | No Substitution                |
| UEScope 2 Blade Size D3                                                                                                       | \$         | 42.31         |              |                |               |             |             |                  | UE Medical Devices             | 2146-03040     | No Substitution                |
| UEScope 2 Blade Size D4                                                                                                       | \$         | 42.31         |              |                |               |             |             |                  | UE Medical Devices             | 2146-01200     | No Substitution                |
| UEScope 2 V460 Kit                                                                                                            | \$         | 1.652.00      |              |                |               |             |             |                  | UE Medical Devices             | 2146-01200     | No Substitution                |
| VnOne Small Volume Nebulizer or equivalent                                                                                    | \$         | 0.75          |              |                |               | \$          | 37.50       | 50/cx            | WestMed Inc.                   | 301-2006A      | No Substitution                |
| TOTAL                                                                                                                         |            |               |              |                |               |             |             |                  |                                |                |                                |
| Item Description                                                                                                              | Price Each | Price per Box | Box Quantity | Price per Case | Case Quantity | Manufacture | Part Number | Vendors Comments |                                |                | City Comments                  |
| Bandaging/Spitting                                                                                                            |            |               |              |                |               |             |             |                  |                                |                |                                |
| ABDOMINAL PADS STERILE 8 IN X 10 IN                                                                                           | \$         | 0.29          | \$           | 5.88           | 20/yr         | \$          | 94.08       | 16b/cx           | DIKAL, LLC                     | 085810         | Not all items are sold by each |
| BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERUX                                                                                   | \$         | 1.12          |              |                |               | \$          | 107.52      | 96/cx            | MED PLUS SERVICES USA          | 150030         | Not all items are sold by each |
| Bandages, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 75ea/cs                                                              | \$         | 1.03          |              |                |               | \$          | 51.50       | 50/cx            | MEDSOURCE INTERNATIONAL IMPORT | 16353          | Not all items are sold by each |
| Board splint, padded, 3x18 in. long, orange vinyl cover                                                                       | \$         | 2.90          |              |                |               | \$          | 315.00      | 75/cx            | DICK MEDICAL SUPPLY            | 660012         | Not all items are sold by each |
| Board splint, padded, 3x36in long, orange vinyl cover                                                                         | \$         | 4.82          |              |                |               | \$          | 315.00      | 75/cx            | DICK MEDICAL SUPPLY            | 660013         | Not all items are sold by each |
| Board splint, padded, 3x44in long, orange vinyl cover                                                                         | \$         | 6.50          |              |                |               | \$          | 315.00      | 75/cx            | DICK MEDICAL SUPPLY            | 660014         | Not all items are sold by each |

|                                                                                                    |          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |
|----------------------------------------------------------------------------------------------------|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|
| Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One handed Tourniquet - Windlass System | \$ 25.68 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | </ |
|----------------------------------------------------------------------------------------------------|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|



[illegible]

|                                                                                                     |    |             |           |               |              |    |                |               |                             |                  |                                |                 |
|-----------------------------------------------------------------------------------------------------|----|-------------|-----------|---------------|--------------|----|----------------|---------------|-----------------------------|------------------|--------------------------------|-----------------|
| Syringe and Needle, 10cc, 21 ga x 1 1/2 inch                                                        | \$ | 0.32        | \$        | 32.45         | 100/bx       | \$ | 259.60         | 8bx/cs        | MAMMOTH MEDICAL, INC.       | 626253           | Not all items are sold by each | No Substitution |
| Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch                                          | \$ | 0.18        | \$        | 18.00         | 100/bx       | \$ | 180.00         | 100bx/cs      | EXEL International          | 11278            | Not all items are sold by each | No Substitution |
| Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch                                          | \$ | 0.21        | \$        | 20.76         | 100/bx       | \$ | 207.60         | 100/bx        | EXEL International          | 30-260408X       | Not all items are sold by each | No Substitution |
| Syringe and Safety Needle, BD Sec L w/clipse 21 ga x 1 in Detachable Needle                         | \$ | 0.35        | \$        | 35.50         | 50/bx        | \$ | 355.00         | 300/cs        | Becton Dickinson            | 625779           | Not all items are sold by each | No Substitution |
| Syringe and Safety Needle, BD Sec L w/clipse 23 ga x 1 in Detachable Needle                         | \$ | 0.40        | \$        | 40.19         | 50/bx        | \$ | 401.90         | 300/cs        | Becton Dickinson            | 303307           | Not all items are sold by each | No Substitution |
| Syringe and Safety Needle, BD Sec L w/clipse 25 ga x 1 in Detachable Needle                         | \$ | 0.48        | \$        | 48.00         | 100/bx       | \$ | 480.00         | 60bx/cs       | B. BRAUN MEDICAL INC.       | 1633-30430       | Not all items are sold by each | No Substitution |
| SYRINGE ONLY LUER LOCK 30CC                                                                         | \$ | 1.14        | \$        | 28.48         | 25/bx        | \$ | 284.80         | 60bx/cs       | MAMMOTH MEDICAL, INC.       | 620300           | Not all items are sold by each | No Substitution |
| SYRINGE ONLY LUER LOCK 60CC                                                                         | \$ | 0.66        | \$        | 33.00         | 50/bx        | \$ | 330.00         | 50bx/cs       | MAMMOTH MEDICAL, INC.       | 1633-29030       | Not all items are sold by each | No Substitution |
| Syringe, luer lock, 30-35cc                                                                         | \$ | 0.08        | \$        | 19.98         | 250/bx       | \$ | 199.80         | 50bx/cs       | ASP GLOBAL                  | 1841-14000       | Not all items are sold by each | No Substitution |
| Tourniquet (foot latex) individual rolled                                                           | \$ | 0.32        | \$        | 32.00         | 100/bx       | \$ | 320.00         | 100bx/cs      | BECTON DICKINSON            | 353367           | Not all items are sold by each | No Substitution |
| VIAL ACCESS CANNULA 100/8X/CS INTERLINK                                                             | \$ | 38.99       |           |               |              |    |                |               |                             |                  |                                |                 |
| TOTAL                                                                                               |    |             |           |               |              |    |                |               |                             |                  |                                |                 |
| Item Description                                                                                    |    | Price Each  |           | Price per Box | Box Quantity |    | Price per Case | Case Quantity | Manufacturer                | Part Number      | Vendors Comments               | City Comments   |
| LP-15/35 and Lucas Supplies                                                                         |    |             |           |               |              |    |                |               |                             |                  |                                |                 |
| 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15          |    | \$ 470.86   |           |               |              |    |                |               | STRYKER                     | 2743-02011       | Not all items are sold by each | No Substitution |
| 8-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15                                      |    | \$ 201.60   |           |               |              |    |                |               | STRYKER                     | 2743-02211       | Not all items are sold by each | No Substitution |
| ECG Chart Paper, Thermal, 108mm Red Grid, for Physio-Control LP15 or equivalent                     |    | \$ 2.21     | \$ 2.21   |               |              |    | \$ 132.60      | 600/cs        | ASP GLOBAL                  | 2745-10108       | Not all items are sold by each | No Substitution |
| ECG 12-LEAD SIMULATOR FOR PHYSIO                                                                    |    | \$ 728.26   |           |               |              |    |                |               | SYMBIO CORPORATION          | 9851-001         | Not all items are sold by each | No Substitution |
| ECG 12 Lead Trunk Cable, 5ft L, 4 Wire Limb Leads (LP-15)                                           |    | \$ 487.50   |           |               |              |    |                |               | STRYKER                     | 2743-01811       | Not all items are sold by each | No Substitution |
| Electrodes, BlueSensor R, Adult, Foam 4/PPK                                                         |    | \$ 0.30     | \$ 147.50 | 125pk/bx      |              |    | \$ 295.00      | 25bx/cs       | AMBU                        | 230004           | Not all items are sold by each | No Substitution |
| Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PPK                                      |    | \$ 0.23     | \$ 2.33   | 10/pk         |              |    | \$ 466.00      | 200pk/cs      | AMBU                        | 230005           | Not all items are sold by each | No Substitution |
| Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 4/PPK                                       |    | \$ 0.23     | \$ 0.93   | 4/pk          |              |    | \$ 232.50      | 250pk/cs      | AMBU                        | 230008           | Not all items are sold by each | No Substitution |
| Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult, Foam 50/pk                                 |    | \$ 0.23     | \$ 226.60 | 20pk/bx       |              |    | \$ 453.20      | 25bx/cs       | AMBU                        | 230500           | Not all items are sold by each | No Substitution |
| ETCO2 Sampling Line with Airway Adapter Intubated, Adult/Pediatric with 7ft tubing                  |    | \$ 6.20     |           |               |              |    | \$ 152.00      | 25/cs         | CUBAPLEX                    | 87M 301 5107ET   | Not all items are sold by each | No Substitution |
| ETCO2/OT Dual Sampling Nasal Cannula with Universal Connector (Adult)                               |    | \$ 7.00     |           |               |              |    | \$ 155.00      | 25/cs         | CUBAPLEX                    | 87M 301 5207E SE | Not all items are sold by each | No Substitution |
| ETCO2/OT Dual Sampling Nasal Cannula with Universal Connector (Pediatric)                           |    | \$ 435.54   |           |               |              |    | \$ 175.00      | 25/cs         | STRYKER                     | 2748-00277       | Not all items are sold by each | No Substitution |
| LIFEPAK 15 Basic Carry Case with right and left pouches                                             |    | \$ 109.96   |           |               |              |    |                |               | STRYKER                     | 2748-03960       | Not all items are sold by each | No Substitution |
| LIFEPAK 15 Carry case back pouch                                                                    |    | \$ 74.45    |           |               |              |    |                |               | STRYKER                     | 230267           | Not all items are sold by each | No Substitution |
| LIFEPAK 15 Carry case top pouch                                                                     |    | \$ 51.45    |           |               |              |    |                |               | STRYKER                     | 2526-57701       | Not all items are sold by each | No Substitution |
| LIFEPAK 15 Shoulder Strap                                                                           |    | \$ 560.31   |           |               |              |    |                |               | STRYKER                     | 2530-81000       | Not all items are sold by each | No Substitution |
| LUCAS Hard Shell Carrying Case                                                                      |    | \$ 130.95   | \$ 130.95 | 1/for         |              |    |                |               | STRYKER                     | 4510-57650       | Not all items are sold by each | No Substitution |
| Lucas Patient Straps                                                                                |    | \$ 355.32   | \$ 355.32 | 4/pk          |              |    |                |               | STRYKER                     | 4510-76075       | Not all items are sold by each | No Substitution |
| LUCAS, Stabilization Straps for Lucas 1, 2, and 3                                                   |    | \$ 175.02   | \$ 175.02 | 3/pk          |              |    |                |               | STRYKER                     | 4510-04676       | Not all items are sold by each | No Substitution |
| LUCAS Suction Cups, for LUCAS 2 and 3 Disposable 3/pk                                               |    | \$ 98.80    |           |               |              |    |                |               | STRYKER                     | 2743-07406       | Not all items are sold by each | No Substitution |
| Masimo SET Rainbow Compatible Cable, 4 ft                                                           |    | \$ 555.45   |           |               |              |    |                |               | MASIMO                      | 2712-69663       | Not all items are sold by each | No Substitution |
| Masimo Rainbow DC Adult Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable       |    | \$ 862.11   |           |               |              |    |                |               | MASIMO                      | 2743-02069       | Not all items are sold by each | No Substitution |
| Masimo Rainbow, DCP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable |    | \$ 2,570.54 |           |               |              |    |                |               | MASIMO                      | 2750-57711       | Not all items are sold by each | No Substitution |
| Mobi Battery Charger (Physio) includes AC and DC power cords.                                       |    | \$ 18.06    |           |               |              |    | \$ 180.60      | 100/pkcs      | STRYKER                     | 16384            | Not all items are sold by each | No Substitution |
| Multi-Function Delta Pad, Physio-Control Adult/Child or equivalent                                  |    | \$ 19.05    |           |               |              |    | \$ 190.50      | 100/pkcs      | NISSHA MEDICAL TECHNOLOGIES | 16383            | Not all items are sold by each | No Substitution |
| Multi-Function Delta Pad, Physio-Control Pediatric/Infant or equivalent                             |    | \$ 10.28    | \$ 51.40  | 5/bx          |              |    |                |               | STRYKER                     | 2615-63511       | Not all items are sold by each | No Substitution |
| NIBP Cuff-Reusable with Bayonet Connector, Adult                                                    |    | \$ 7.35     | \$ 36.75  | 5/bx          |              |    |                |               | STRYKER                     | 2615-32003       | Not all items are sold by each | No Substitution |
| NIBP Cuff-Reusable with Bayonet Connector, Child                                                    |    | \$ 6.45     | \$ 32.25  | 5/bx          |              |    |                |               | STRYKER                     | 2615-14009       | Not all items are sold by each | No Substitution |
| NIBP Cuff-Reusable with Bayonet Connector, Infant                                                   |    | \$ 11.35    | \$ 57.75  | 5/bx          |              |    |                |               | STRYKER                     | 2615-24212       | Not all items are sold by each | No Substitution |
| NIBP Cuff-Reusable with Bayonet Connector, Large Adult                                              |    | \$ 9.35     | \$ 46.75  | 5/bx          |              |    |                |               | STRYKER                     | 2615-82619       | Not all items are sold by each | No Substitution |
| NIBP Cuff-Reusable with Bayonet Connector, Small Adult                                              |    | \$ 114.35   | \$ 114.35 | 5/bx          |              |    |                |               | STRYKER                     | 2613-28148       | Not all items are sold by each | No Substitution |
| NIBP Tubing Coiled (Physio)                                                                         |    | NO BID      | NO BID    |               |              |    |                |               | NO Bid                      | NO BID           | Not all items are sold by each | No Substitution |
| RED-CHARGE Base                                                                                     |    | \$ 12.92    |           |               |              |    | \$ 258.40      | 20/cs         | STRYKER                     | 2712-04126       | Not all items are sold by each | No Substitution |
| SENSOR, MASIMO LINC ADULT, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG                  |    | \$ 12.92    | \$ 258.40 | 20/bx         |              |    |                |               | STRYKER                     | 2712-03911       | Not all items are sold by each | No Substitution |
| Sensors, Masimo SET M-LINCS Adult, Adhesive Disp. for use w/RC (Rainbow or SPO2 only) Pt Cable      |    | \$ 15.50    | \$ 310.00 | 20/bx         |              |    |                |               | MASIMO                      | 2712-25120       | Not all items are sold by each | No Substitution |
| Sensors, Masimo SET M-LINCS, Infant, Adh. Disp. for use w/RC (Rainbow or SPO2 only) Pt Cable        |    | \$ 12.97    | \$ 259.40 | 20/bx         |              |    |                |               | MASIMO                      | 2712-04171       | Not all items are sold by each | No Substitution |
| Sensors, Masimo SET M-LINCS, Pediatric, Adh. Disp. for use w/RC (Rainbow or SPO2 only) Pt Cable     |    | \$ 15.50    |           |               |              |    |                |               | MASIMO                      | 2712-51418       | Not all items are sold by each | No Substitution |
| Sensor, Masimo M-LINCS Neonatal/Adult Single Use Adhesive SPO2 sensor                               |    | \$ 189.45   |           |               |              |    |                |               | MASIMO                      | 2712-51071       | Not all items are sold by each | No Substitution |
| Sensors, Masimo M-LINCS DB1 Adult Reusable SpO2 sensor                                              |    | \$ 159.50   |           |               |              |    |                |               | MASIMO                      | 2712-25010       | Not all items are sold by each | No Substitution |
| Sensors, Masimo M-LINCS DGI Adult Reusable SPO2                                                     |    | \$ 189.45   |           |               |              |    |                |               | MASIMO                      | 2712-25020       | Not all items are sold by each | No Substitution |
| Sensors, Masimo M-LINCS DCP Pediatric Reusable SPO2 sensor                                          |    | \$ 565.45   |           |               |              |    |                |               | MASIMO                      | 2712-26963       | Not all items are sold by each | No Substitution |
| Sensor, Masimo M-LINCS DCP Pediatric Reusable SPO2 sensor                                           |    | \$ 8.38     |           |               |              |    |                |               | MEDTRONIC (COVIDEN)         | 177268           | Not all items are sold by each | No Substitution |
| SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100/8X               |    | \$ 9.96     |           |               |              |    |                |               | MEDTRONIC (COVIDEN)         | 177669           | Not all items are sold by each | No Substitution |
| SMART CAPNOLINE, PEDIATRIC, NON INTUBATED, ORAL NASAL W/OXYGEN TUBING 25/8X                         |    | \$ 482.30   |           |               |              |    |                |               | STRYKER                     | 2743-03611       | Not all items are sold by each | No Substitution |
| SMART CAPNOLINE, PEDIATRIC, NON INTUBATED, ORAL NASAL W/OXYGEN TUBING 25/8X                         |    | \$ 482.30   |           |               |              |    |                |               | STRYKER                     | 2743-03611       | Not all items are sold by each | No Substitution |

[illegible]

|                                                                                                          |            |               |              |                |               |             |                                  |                                |                                     |              |                                |                 |
|----------------------------------------------------------------------------------------------------------|------------|---------------|--------------|----------------|---------------|-------------|----------------------------------|--------------------------------|-------------------------------------|--------------|--------------------------------|-----------------|
| Fentanyl 100mg/1ml vial                                                                                  | \$         | 2.39          | \$           | 59.87          | 25/bx         |             |                                  |                                | HIXMA PHARMACEUTICALS USA INC       | 6027-25      | Not all items are sold by each |                 |
| Furosemide 40mg vial                                                                                     | \$         | 3.70          | \$           | 92.52          | 25/bx         |             |                                  |                                | PIEFER INC.                         | 6102-04      | Not all items are sold by each |                 |
| Furosemide 40mg syringe                                                                                  | \$         | 16.95         | \$           | 169.49         | 10/bx         |             |                                  |                                | PIEFER INC.                         | 0186063501   | Not all items are sold by each |                 |
| Glucagon 1mg, 1ml vial kit with 1ml Sterile Water                                                        | \$         | 191.28        |              |                |               |             |                                  |                                | PRESSENIUS                          | 0593-03      | Not all items are sold by each |                 |
| Glucagon 1mg, 1ml vial kit with 1ml Sterile Water                                                        | \$         | 242.46        |              |                |               |             |                                  |                                | PRESSENIUS                          | 0582-82      | Not all items are sold by each |                 |
| Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)                                                   | \$         | 1.41          | \$           | 21.15          | 15/pk         |             |                                  |                                | LIFE NUTRITION, LLC                 | 664389       | Not all items are sold by each | No Substitution |
| Glucose Gel, 15 gm, Orange Flavor 3/pk (Transcend)                                                       | \$         | 1.41          | \$           | 21.15          | 15/pk         |             |                                  |                                | LIFE NUTRITION, LLC                 | 664385       | Not all items are sold by each | No Substitution |
| HALOPERIDOL 5MG 3ML VIAL                                                                                 | \$         | 1.23          | \$           | 30.68          | 25/bx         |             |                                  |                                | CAPITAL WHOLESAL DRUG               | 0426-12      | Not all items are sold by each |                 |
| Heparin 5000U/1ml vial                                                                                   | \$         | 2.53          | \$           | 63.14          | 25/bx         |             |                                  |                                | PIEFER INC.                         | AB2723-01C   | Not all items are sold by each |                 |
| Heparin are mixed 250 or 500cc bag                                                                       | \$         | 6.61          | \$           | 119.00         | 18/cs         |             |                                  |                                | PIEFER INC.                         | 7620-03      | Not all items are sold by each |                 |
| IPHAZOPIDUM BROMIDE 0.02% 0.5MG/2.5ML INDIVIDUALLY WRAPPED                                               | \$         | 0.33          | \$           | 9.88           | 30/bx         |             |                                  |                                | NEPHRON PHARMACEUTICALS CORPORATION | 379801       | Not all items are sold by each |                 |
| IV Flush Syringe, Normal Saline, 10 mL, Prefilled 12 cc Syringe, Sterile                                 | \$         | 0.33          | \$           | 0.33           |               |             |                                  |                                | AMASINO INTERNATIONAL, INC.         | 1920-01010   | Not all items are sold by each |                 |
| IV Solution, Dextrose 10% 250ml Bag 36cs/cs Baxter                                                       | \$         | 6.81          | \$           | 246.16         | 36/cs         |             |                                  |                                | BAXTER HEALTHCARE-OMG               | 1921-16217   | Not all items are sold by each |                 |
| IV Solution, Dextrose 10% 250ml Bag 36cs/cs B Braun                                                      | \$         | 3.02          | \$           | 72.48          | 24/cs         |             |                                  |                                | B. BRAUN MEDICAL INC.               | 7520-20      | Not all items are sold by each |                 |
| IV Solution, Sodium Chloride 0.9% 1000ml Bag 12cs/cs B Braun                                             | \$         | 2.99          | \$           | 29.90          | 10/cs         |             |                                  |                                | BECTON DICKINSON                    | NAC11000     | Not all items are sold by each |                 |
| IV Solution, Sodium Chloride 0.9% 1000ml Bag 12cs/cs B Braun                                             | \$         | 5.80          | \$           | 81.20          | 14/cs         |             |                                  |                                | BAXTER HEALTHCARE-DMG               | 601324X      | Not all items are sold by each |                 |
| IV Solution, Sodium Chloride 0.9% 1000ml Bag 12cs/cs B Braun                                             | \$         | 3.18          | \$           | 76.32          | 24/cs         |             |                                  |                                | B. BRAUN MEDICAL INC                | 358002       | Not all items are sold by each |                 |
| IV Solution, Sodium Chloride 0.9% 250ml Bag 24cs/cs B Braun                                              | \$         | 5.20          | \$           | 187.20         | 36/cs         |             |                                  |                                | BAXTER HEALTHCARE DMG               | 601322       | Not all items are sold by each |                 |
| IV Solution, Sodium Chloride 0.9% 250ml Bag 24cs/cs B Braun                                              | \$         | 3.25          | \$           | 78.00          | 24/cs         |             |                                  |                                | B. BRAUN MEDICAL INC                | 358001       | Not all items are sold by each |                 |
| IV Solution, Sodium Chloride 0.9% 500ml Bag 24cs/cs B Braun                                              | \$         | 8.02          | \$           | 80.20          | 10/bx         |             |                                  |                                | HIXMA PHARMACEUTICALS USA INC       | 9508-10      | Not all items are sold by each |                 |
| Ketamine 50mg/ml, 10ml vial                                                                              | \$         | 0.44          | \$           | 11.10          | 25/bx         |             |                                  |                                | PIEFER INC.                         | 3795-01      | Not all items are sold by each |                 |
| LIDOCAINE 2% 100MG 5ML LUER JET 1026B or equivalent                                                      | \$         | 9.35          | \$           | 93.45          | 10/pk         |             |                                  |                                | IMS LIMITED                         | 373390       | Not all items are sold by each |                 |
| Lorazepam 2mg/ml 1ml vial                                                                                | \$         | 1.63          | \$           | 40.80          | 25/bx         |             |                                  |                                | HIXMA PHARMACEUTICALS USA INC       | 6044-25      | Not all items are sold by each |                 |
| Magnesium Sulfate 50% 5gm, 10ml vial                                                                     | \$         | 3.55          | \$           | 88.70          | 25/bx         |             |                                  |                                | PRESSENIUS                          | 064-11       | Not all items are sold by each |                 |
| Midazolam 10mg/2ml vial                                                                                  | \$         | 1.57          | \$           | 15.65          | 10/bx         |             |                                  |                                | PIEFER INC.                         | 371113       | Not all items are sold by each |                 |
| Morphine 10mg/2ml vial                                                                                   | \$         | 2.90          | \$           | 72.50          | 25/bx         |             |                                  |                                | HIXMA PHARMACEUTICALS USA INC       | 6127-25      | Not all items are sold by each |                 |
| Morphine 4mg/1ml cartridge                                                                               | \$         | 2.50          | \$           | 24.95          | 10/bx         |             |                                  |                                | PIEFER INC.                         | 1891-01      | Not all items are sold by each |                 |
| NALOXONE 2MG 3ML LUER JET 1029B                                                                          | \$         | 10.74         | \$           | 10.74          | 25/bx/4bx     |             |                                  |                                | IMS LIMITED                         | 373369       | Not all items are sold by each |                 |
| Nitroglycerin 0.4mg Tabs 25 per bottle                                                                   | \$         | 10.32         | \$           | 10.74          | 25/bx/4bx     |             |                                  |                                | AMERSOURCE BERGEN/CENCORA           | 0639-45      | Not all items are sold by each |                 |
| NitroMist 400 mcg Spray, 4.1 gm Bottle, 90 metered doses                                                 | \$         | 85.60         |              |                |               |             |                                  |                                | PRASCO, LLC                         | 241-50       | Not all items are sold by each |                 |
| Norepinephrine 4mg, 4ml Ampule (1mg/ml)                                                                  | \$         | 3.39          | \$           | 33.90          | 10/bx         |             |                                  |                                | CARDINAL HEALTH-PHARMA              | 0983-17      | Not all items are sold by each |                 |
| Ondansetron 4MG 2ML VIAL                                                                                 | \$         | 0.40          | \$           | 10.00          | 25/bx         |             |                                  |                                | CARDINAL HEALTH-PHARMA              | 6130-05      | Not all items are sold by each |                 |
| Ondansetron 4mg Orally Disintegrating Tablet 3x100D                                                      | \$         | 0.08          | \$           | 2.40           | 30/bx         |             |                                  |                                | CAPITAL WHOLESAL DRUG               | 0390-10      | Not all items are sold by each |                 |
| PROMETHAZINE 25MG/ML 3ML AMP                                                                             | \$         | 2.55          | \$           | 63.87          | 25/bx         |             |                                  |                                | CAPITAL WHOLESAL DRUG               | 3157-83      | Not all items are sold by each |                 |
| RACEMIC EPI 2.25% 0.5ML UNIT DOSE INDIVIDUALLY WRAPPED                                                   | \$         | 2.15          |              |                |               |             |                                  |                                | NEPHRON PHARMACEUTICALS CORPORATION | 375901       | Not all items are sold by each |                 |
| Rocuronium 10mg/ml, 10ml vial *REFRIGERATE*                                                              | \$         | 8.72          | \$           | 87.22          | 10/bx         |             |                                  |                                | PIEFER INC.                         | 7037-10      | Not all items are sold by each |                 |
| SODIUM BICARBONATE 7.5% 50ML LIFESHIELD SYRINGE 1033A                                                    | \$         | 22.43         | \$           | 224.25         | 10/pk         |             |                                  |                                | IMS LIMITED                         | 371035       | Not all items are sold by each |                 |
| SODIUM BICARBONATE 8.4%                                                                                  | \$         | 12.48         | \$           | 312.00         | 25/bx         |             |                                  |                                | PIEFER INC.                         | 376675       | Not all items are sold by each |                 |
| Sodium Bicarbonate 8.4% 50ml Luer Act 1035B                                                              | \$         | 22.43         | \$           | 224.25         | 10/pk         |             |                                  |                                | IMS LIMITED                         | 371035       | Not all items are sold by each |                 |
| SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A                                                         | \$         | 22.43         | \$           | 224.25         | 10/pk         |             |                                  |                                | IMS LIMITED                         | 371035       | Not all items are sold by each |                 |
| Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivalent                                                         | \$         | 10.58         | \$           | 264.50         | 25/bx         |             |                                  |                                | PIEFER INC.                         | 0409-0047-22 | Not all items are sold by each |                 |
| Tetraline 1mg, 1ml Vial                                                                                  | \$         | 4.76          | \$           | 47.55          | 10/bx         |             |                                  |                                | HIXMA PHARMACEUTICALS USA INC       | 9746-10E2    | Not all items are sold by each |                 |
| Transferrin Acid 100mg/ml, 10ml vial                                                                     | \$         | 3.04          | \$           | 30.40          | 10/bx         |             |                                  |                                | CARDINAL HEALTH-PHARMA              | 0166-41      | Not all items are sold by each |                 |
| Vecuronium 10mg/10ml vial                                                                                | \$         | 6.46          | \$           | 64.58          | 10/bx         |             |                                  |                                | CARDINAL HEALTH-PHARMA              | 0931-44      | Not all items are sold by each |                 |
| TOTAL                                                                                                    |            |               |              |                |               |             |                                  |                                |                                     |              |                                |                 |
| Item Description                                                                                         | Price Each | Price per Box | Box Quantity | Price per Case | Case Quantity | Manufacture | Part Number                      | Vendors Comments               | City Comments                       |              |                                |                 |
| SUCTION                                                                                                  |            |               |              |                |               |             |                                  |                                |                                     |              |                                |                 |
| Coruxex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing, or equivalent | \$         | 1.55          |              | \$             | 31.00         | 20/cs       | MEDSOURCE INTERNATIONAL - IMPORT | Not all items are sold by each |                                     | 533-M5-W206A | Not all items are sold by each |                 |
| Coruxex Disposable Suction Canister, 1200cc or equivalent                                                | \$         | 3.30          |              | \$             | 158.40        | 48/cs       | Bemis Manufacturing - Curalex    | Not all items are sold by each |                                     | 2212-11200   | Not all items are sold by each | No Substitution |
| Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK                                                      | \$         | 1.38          |              | \$             | 16.55         | 12/pk       | LAERDAL MEDICAL CORPORATION      | Not all items are sold by each |                                     | 2743-00422   | Not all items are sold by each | No Substitution |
| LSU Suction Unit LF w/ DISPOSABLE CANISTER AND TUBING LAERDAL                                            | \$         | 1,120.20      |              | \$             |               |             | Laerdal                          | Not all items are sold by each |                                     | L780020      | Not all items are sold by each | No Substitution |
| Suction Catheter, 5 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                  | \$         | 0.21          |              | \$             | 10.50         | 50/cs       | MEDSOURCE INTERNATIONAL - IMPORT | Not all items are sold by each |                                     | 36090        | Not all items are sold by each |                 |
| Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                  | \$         | 0.21          |              | \$             | 10.50         | 50/cs       | MEDSOURCE INTERNATIONAL - IMPORT | Not all items are sold by each |                                     | 36091        | Not all items are sold by each |                 |
| Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | \$         | 0.21          |              | \$             | 10.50         | 50/cs       | MEDSOURCE INTERNATIONAL - IMPORT | Not all items are sold by each |                                     | 36093        | Not all items are sold by each |                 |
| Suction Catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | \$         | 0.21          |              | \$             | 10.50         | 50/cs       | MEDSOURCE INTERNATIONAL - IMPORT | Not all items are sold by each |                                     | 36094        | Not all items are sold by each |                 |
| Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | \$         | 0.21          |              | \$             | 10.50         | 50/cs       | MEDSOURCE INTERNATIONAL - IMPORT | Not all items are sold by each |                                     | 36095        | Not all items are sold by each |                 |



|                                                                                             |       |          |          |  |  |  |  |    |          |          |                                  |  |                |  |  |                                |
|---------------------------------------------------------------------------------------------|-------|----------|----------|--|--|--|--|----|----------|----------|----------------------------------|--|----------------|--|--|--------------------------------|
| Suction catheter, 18 Fr., coiled, w/h whistle tip and thumb control port; sterile, disp./LF | \$    | 0.21     |          |  |  |  |  | \$ | 10-50    | 50/cs    | MEDSOURCE INTERNATIONAL - IMPORT |  |                |  |  | Not all items are sold by each |
| TOTAL                                                                                       | \$    | 1,137.90 |          |  |  |  |  |    |          |          |                                  |  |                |  |  |                                |
| Item Description                                                                            |       |          |          |  |  |  |  |    |          |          |                                  |  |                |  |  |                                |
| STRETCHER SUPPLIES                                                                          |       |          |          |  |  |  |  |    |          |          |                                  |  |                |  |  |                                |
| Curaplex Blanket, Fleece 60x90 Gray                                                         | \$    | 4.00     |          |  |  |  |  | \$ | 40.00    | 10/cs    | Curaplex                         |  | BTM 1710DM5    |  |  | Not all items are sold by each |
| Curaplex Blanket, Polyester 40x80 Blue                                                      | \$    | 28.00    |          |  |  |  |  | \$ | 280.00   | 10/cs    | Curaplex                         |  | BTM 3271-63B02 |  |  | Not all items are sold by each |
| Curaplex Patient Transporter, 1200lb or greater capacity or equivalent                      | \$    | 13.35    |          |  |  |  |  | \$ | 133.50   | 10/cs    | ASP GLOBAL                       |  | 3246-12345     |  |  | Not all items are sold by each |
| Curaplex VPS Filtered Stretcher Sheet, 36 x 90, Fluid Resist 30/cs or equivalent            | \$    | 54.00    |          |  |  |  |  | \$ | 1,620.00 | 30/cs    | Curaplex                         |  | BTM-3271-62602 |  |  | Not all items are sold by each |
| Firm Comfort Fort Summer Fleece Blanket Grey (Must be Vacuum Packaged) or equivalent        | \$    | 50.49    |          |  |  |  |  | \$ | 504.90   | 10/cs    | Taylor                           |  | 3271-OGREY     |  |  | Not all items are sold by each |
| Pillow, disposable, 18" x 24", 12 oz., polyester fill, non-allergenic,, 12ea/cs             | \$    | 3.65     |          |  |  |  |  | \$ | 43.80    | 12/cs    | CABLE LINE INC.                  |  | 206-089-7015EA |  |  | Not all items are sold by each |
| Restraint Strpp, Black, 2 pc, 3 ft, Nylon Metal Push Button Buckle, Loop Ends               | \$    | 8.75     |          |  |  |  |  | \$ | 315.00   | 36/cs    | DICK MEDICAL SUPPLY              |  | 59602ZBK       |  |  | Not all items are sold by each |
| RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/ DOUBLE D RING ADULT 1 IN X 60 IN                 | \$    | 4.37     |          |  |  |  |  | \$ | 205.76   | 48pr/cs  | DICK MEDICAL SUPPLY              |  | 504171BK       |  |  | Not all items are sold by each |
| Shoulder Harness Restraint System, Black, N/Mon, Metal Push Button, Loop Ends               | \$    | 36.20    |          |  |  |  |  | \$ | 1,708.00 | 50/cs    | ASP GLOBAL                       |  | BTM-3271-60202 |  |  | Not all items are sold by each |
| Stretcher Sheet 30 x 72 Fluid Res                                                           | \$    | 34.16    |          |  |  |  |  | \$ | 1,895.00 | 100/cs   | MEDSOURCE INTERNATIONAL - IMPORT |  | 3271-44125     |  |  | Not all items are sold by each |
| UNIVERSAL PILLOW CASE 100/C\$ 21 X 30 WHITE                                                 | \$    | 19.99    |          |  |  |  |  |    |          |          | MANGAR INTERNATIONAL LIMITED     |  | BTM 3136-70A00 |  |  | No Substitution                |
| Wanger ELK Lifting Cushion with AirFlo 24                                                   | TOTAL | \$       | 1,716.06 |  |  |  |  |    |          |          |                                  |  |                |  |  |                                |
| Item Description                                                                            |       |          |          |  |  |  |  |    |          |          |                                  |  |                |  |  |                                |
| Various                                                                                     |       |          |          |  |  |  |  |    |          |          |                                  |  |                |  |  |                                |
| 3M Blade Assembly, Single-Use, Phentling, Purple, for 3M# S663 Surgical Clippers            | \$    | 4.05     |          |  |  |  |  | \$ | 203.50   | 50/cs    | SOVENTUM                         |  | J2262          |  |  | Not all items are sold by each |
| 3M Surgical Clipper Charger for use with Clippers ZT44-Z6610                                | \$    | 60.76    |          |  |  |  |  |    |          |          | SOVENTUM                         |  | ZT44-z6610     |  |  | No Substitution                |
| 3M Surgical Clippers with Pivot Head Charging base sold separately-ZT44-Z6621               | \$    | 54.31    |          |  |  |  |  |    |          |          | SOVENTUM                         |  | ZT44-Z6621     |  |  | No Substitution                |
| 5 1/1, Shingpack, UCR, Black                                                                | \$    | 100.58   |          |  |  |  |  | \$ | 4.68     | 10/bx    | ACME UNITED CORPORATION          |  | 56791-019 PACK |  |  | No Substitution                |
| Ammonia Inha Imit, Ampules 10/bx                                                            | \$    | 6.25     |          |  |  |  |  | \$ | 0.47     |          | ARRAY USA, INC.                  |  | 1360-90101     |  |  | No Substitution                |
| Assure Prism Blood Glucose Meter                                                            | \$    | 0.17     |          |  |  |  |  | \$ | 8.50     | 50/bt    | ARRAY USA, INC.                  |  | ZT61_ZS050     |  |  | No Substitution                |
| Assure Primom Multi-50/bx, Blood Glucose Test Strips                                        | \$    | 7.30     |          |  |  |  |  | \$ | 365.00   | 50/cs    | ASP GLOBAL                       |  | 7601F          |  |  | No Substitution                |
| BLOOD-PRESSURE CUFF NAVY SIZE 11-AQUIT 20/C\$ PROSPRING 7/5                                 | \$    | 120.00   |          |  |  |  |  | \$ |          |          | AMERICAN DIAGNOSTIC CORP         |  | 3401E          |  |  | No Substitution                |
| BP SYSTEM, 5 CHILD, SM ADULT, ADULT, LG ADULT THIGH, NAVY BLUE, LATEX FREE or equivalent    | \$    | 0.40     |          |  |  |  |  | \$ | 80.00    | 200/cs   | AAMS NO INTERNATIONAL, INC.      |  | 044-ASO0502EA  |  |  | No Substitution                |
| Bulb syringe, ear/nose/throat 3 oz vinyl, sterile 50ea/cs                                   | \$    | 335.10   |          |  |  |  |  | \$ |          |          | PELICAN PRODUCTS, INC.           |  | 689-LS05EMMS   |  |  | No Substitution                |
| Case, Pelican 150GEMS, Orange with EMS organizer/dividers, ID 18.4 l x 14.0 W x 7.6 H D     | \$    | 0.79     |          |  |  |  |  | \$ | 285.60   | 60pbz/cs | MEDSOURCE INTERNATIONAL - IMPORT |  | 32762          |  |  | No Substitution                |
| Disposable Penlight, 6/bpk                                                                  | \$    | 704.94   |          |  |  |  |  | \$ | 4.75     | 6/pk     | ENGLE                            |  | 1890-QI406     |  |  | No Substitution                |
| Engine 15QTI Fridge-Freezer, Gray with Top Lid Access Door                                  | \$    | 8.80     |          |  |  |  |  |    |          |          | Fora                             |  | BTM 2761-20011 |  |  | No Substitution                |
| Fona QD20 Glucose Test Strips (50 strips per a bottle)                                      | \$    | 8.45     |          |  |  |  |  |    |          |          | Fora                             |  |                |  |  | No Substitution                |
| G3 Anway Cell, Green, 12 in H x 6 in W x 6.5 in D                                           | \$    | 131.24   |          |  |  |  |  |    |          |          | STATPACKS, INC                   |  | 2523-03107     |  |  | No Substitution                |
| G3 Backtop, Blue, BBP Resistant, 25 in H x 18 in W x 8.5 in D                               | \$    | 342.20   |          |  |  |  |  |    |          |          | STATPACKS, INC                   |  | 2522-00602     |  |  | No Substitution                |
| G3 IV Cell, Blue, 12 in H x 6 in W x 3 in D                                                 | \$    | 109.14   |          |  |  |  |  |    |          |          | STATPACKS, INC                   |  | 2524-03402     |  |  | No Substitution                |
| G3 Medicone Cell, Red, 12 in H x 6 in W x 6.5 in D                                          | \$    | 138.60   |          |  |  |  |  |    |          |          | STATPACKS, INC                   |  | 2524-00318     |  |  | No Substitution                |
| G3 Oxygen Module, Green, 1 in x 5 in x 16.5 in, Attaches to D or Jumbo D Cylinder           | \$    | 69.14    |          |  |  |  |  |    |          |          | STATPACKS, INC                   |  | 2522-03347     |  |  | No Substitution                |
| G3 Responder, Red, 29 in H x 18 in W x 7 in D                                               | \$    | 354.44   |          |  |  |  |  |    |          |          | STATPACKS, INC                   |  | 2521-03518     |  |  | No Substitution                |
| G3 Universal Cell, Black                                                                    | \$    | 95.50    |          |  |  |  |  |    |          |          | STATPACKS, INC                   |  | 2520-03122     |  |  | No Substitution                |
| Little Anne QPCR, 4x4x1, Light Skin                                                         | \$    | 1,368.68 |          |  |  |  |  |    |          |          | LAERDAL MEDICAL CORPORATION      |  | 3611_13513     |  |  | No Substitution                |
| Little Anne QPCR, 4x4x1, Dark Skin                                                          | \$    | 1,368.68 |          |  |  |  |  |    |          |          | Laerdal                          |  | 3611_13512     |  |  | No Substitution                |
| Lubricating Jelly, Individual wrapped                                                       | \$    | 0.04     |          |  |  |  |  | \$ | 74.40    | 12bx/box | ASP GLOBAL                       |  | 13400-27000    |  |  | No Substitution                |
| MANNING FACE SHIELD 36/RL 6RU/C\$                                                           | \$    | 15.25    |          |  |  |  |  | \$ | 15.25    | 36/r     | LAERDAL MEDICAL CORPORATION      |  | 3616-15120     |  |  | No Substitution                |
| OB Kit, poly bagged with scalpel                                                            | \$    | 10.48    |          |  |  |  |  |    |          |          | PARENT PRODUCTION                |  | 440001         |  |  | No Substitution                |
| Palm Anoread Replacement Gauge for 703, 731, 732, 740 and 788 Series, Next Generation       | \$    | 43.53    |          |  |  |  |  |    |          |          | AMERICAN DIAGNOSTIC CORP.        |  | 540104         |  |  | No Substitution                |
| Probe Cover for SureTemp Thermometers 690, Disposable                                       | \$    | 0.04     |          |  |  |  |  | \$ | 288.00   | 300bx/cs | WELCH ALlyn, INC.                |  | 2733-33175     |  |  | No Substitution                |
| Quick Connect Coupler, Oxygen, Omeda x DISS Hex Nut                                         | \$    | 42.52    |          |  |  |  |  |    |          |          | PRECISION MEDICAL, INC.          |  | 382156         |  |  | No Substitution                |
| Ring Cutter                                                                                 | \$    | 7.95     |          |  |  |  |  |    |          |          | MACO INTERNATIONAL               |  | 2832-20518     |  |  | No Substitution                |
| Ring Cutter, Replacement blades Magnum Medical Ring Cutter                                  | \$    | 1.90     |          |  |  |  |  |    |          |          | MACO INTERNATIONAL               |  | 2832-02124     |  |  | No Substitution                |
| SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                  | \$    | 0.49     |          |  |  |  |  |    |          |          | DYNAREX CORPORATION              |  | 400012         |  |  | No Substitution                |
| Single-Use Transport Bubble Bag, 4 x 5.5 in, 100/pk                                         | \$    | 0.20     |          |  |  |  |  |    |          |          | HEALTH CARE LOGISTICS            |  | 1800-61810     |  |  | No Substitution                |
| Sterile Water for Irrigation, 250ml Plastic Pour Bottle                                     | \$    | 3.44     |          |  |  |  |  | \$ | 81.56    | 24/cs    | BAXTER HEALTHCARE DMG            |  | 607112         |  |  | No Substitution                |
| Sterile Water for Irrigation, 500ml Plastic Pour Bottle                                     | \$    | 3.28     |          |  |  |  |  | \$ | 52.48    | 16/cs    | B BRAUN MEDICAL INC              |  | 355001         |  |  | No Substitution                |
| Telescope (Adscope-Lite 619 30 in length Red)                                               | \$    | 22.32    |          |  |  |  |  |    |          |          | AMERICAN DIAGNOSTIC CORP         |  | 2621-61922     |  |  | No Substitution                |





Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian<br>(Unit) | City of Midlothian Item Description                                                                      | City of Midlothian<br>Qty. | City of Midlothian<br>(Unit) | Bound Tree<br>Medical Item # | Bound Tree Medical Item Description                                                                  | Vendor Name                 | Vendor Item #   | Quoted Price | Selling<br>UOM | Quoted<br>Extended Price |
|------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------|------------------------------|------------------------------|------------------------------------------------------------------------------------------------------|-----------------------------|-----------------|--------------|----------------|--------------------------|
| 1                            | Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 0                    | 1                          | 1/EA                         | 2114-60005                   | Air-Q sp3G Size 0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS         | AIRLIFE                     | 60005           | \$ 18.75     | 1/EA           | \$ 18.75                 |
| 2                            | Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 0.5                  | 1                          | 1/EA                         | 2114-60055                   | Air-Q sp3G Size 0.5 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS       | AIRLIFE                     | 60055           | \$ 18.75     | 1/EA           | \$ 18.75                 |
| 3                            | Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 1                    | 1                          | 1/EA                         | 2114-60105                   | Air-Q sp3G Size 1.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS       | AIRLIFE                     | 60105           | \$ 17.75     | 1/EA           | \$ 17.75                 |
| 4                            | Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 1.5                  | 1                          | 1/EA                         | 2114-60155                   | Air-Q sp3G Size 1.5 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS       | AIRLIFE                     | 60155           | \$ 17.75     | 1/EA           | \$ 17.75                 |
| 5                            | Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 2                    | 1                          | 1/EA                         | 2114-60205                   | Air-Q sp3G Size 2.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS       | AIRLIFE                     | 60205           | \$ 17.75     | 1/EA           | \$ 17.75                 |
| 6                            | Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 3                    | 1                          | 1/EA                         | 2114-60305                   | Air-Q sp3G Size 3.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS       | AIRLIFE                     | 60305           | \$ 17.75     | 1/EA           | \$ 17.75                 |
| 7                            | Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 4                    | 1                          | 1/EA                         | 2114-60405                   | Air-Q sp3G Size 4.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS       | AIRLIFE                     | 60405           | \$ 17.75     | 1/EA           | \$ 17.75                 |
| 8                            | Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 5                    | 1                          | 1/EA                         | 2114-60505                   | Air-Q sp3G Size 5.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS       | AIRLIFE                     | 60505           | \$ 17.75     | 1/EA           | \$ 17.75                 |
| 9                            | BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer             | 1                          | 1/EA                         | 87-AF3140MBEA                | Manual resuscitator BVM, AirFlow, infant mask, blow-by tubing, O2 bag, ex filter, pop-off, manometer | AIRLIFE                     | AF3140MB        | \$ 10.59     | 1/EA           | \$ 10.59                 |
| 10                           | BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent                           | 1                          | 1/EA                         | 2442-BVMCIN                  | Curaplex Select Child BVM, Manometer, Bacterial Filter, Child, Neonate, Infant Masks 10ea/cs         | AIRLIFE-CURAPLEX            | 2442-BVMCIN     | \$ 18.50     | 1/EA           | \$ 18.50                 |
| 11                           | BVM, Airflow Manual Resuscitator, (Adult) Manometer, Exhalation Filter or equivalent                     | 1                          | 1/EA                         | 2442-BVMPSA                  | Curaplex Select Sm Ad/Ped BVM Manometer PEEP Bacterial Filter 10EA/CS                                | AIRLIFE-CURAPLEX            | 2442-BVMPSA     | \$ 17.50     | 1/EA           | \$ 17.50                 |
| 12                           | BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK WITH MANOMETER                                            | 1                          | 1/EA                         | 2442-01701                   | BVM, SPUR II, Adult, MED Mask, Expiratory Filter, Pressure Limiting Valve, Manometer 6ea/cs          | AMBU INC.                   | 523611017       | \$ 14.10     | 1/EA           | \$ 14.10                 |
| 13                           | BVM, SPUR II, Child, w/child mask, bag reservoir, medi port, disp                                        | 1                          | 1/EA                         | 2442-53213                   | BVM, SPUR II, Pediatric w/Toddler Mask (size 1 and size 2), Poly Bagged 12ea/cs                      | AMBU INC.                   | 530213000       | \$ 10.63     | 1/EA           | \$ 10.63                 |
| 14                           | BVM, SPUR II, infant, w/infant mask, bag reservoir, medi port, disp                                      | 1                          | 1/EA                         | 065-540212000EA              | BVM, SPUR II, infant, w/infant Mask, Bag Reservoir, Medi Port, Disp 12ea/cs                          | AMBU INC.                   | 540212000       | \$ 10.63     | 1/EA           | \$ 10.63                 |
| 15                           | Curaplex Nebulizer w/Mask, Adult or equivalent                                                           | 1                          | 1/EA                         | 301-202EA                    | Curaplex Select Nebulizer, Small-volume, Adult Aerosol Mask, 7 ft Tubing 50ea/cs                     | AIRLIFE-CURAPLEX            | 301-202         | \$ 0.87      | 1/EA           | \$ 0.87                  |
| 16                           | Curaplex Oxygen Mask, Adult, Elongated, High Conc. Total NRB w/o Vent, Reservoir Bag, Tubing             | 1                          | 1/EA                         | 533-MS-25080EA               | Curaplex Oxygen Mask, Adult, Elongated, High Conc. Total NRB w/o Vent, Reservoir Bag, Tubing 50ea/cs | INTERNATIONAL - IMPORT      | BT-25060        | \$ 1.20      | 1/EA           | \$ 1.20                  |
| 17                           | Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent     | 1                          | 1/EA                         | 533-MS-25058EA               | Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing 50ea/cs          | MEDSOURCE                   | BT-25058        | \$ 1.26      | 1/EA           | \$ 1.26                  |
| 18                           | Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent        | 1                          | 1/EA                         | 30053                        | Curaplex Oxygen Mask, Elongated, Pediatric, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing 50ea/cs   | MEDSOURCE                   | 30053           | \$ 1.10      | 1/EA           | \$ 1.10                  |
| 19                           | Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, or equivalent | 1                          | 1/EA                         | 301-100EA                    | Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Flared Prongs, 7 ft tubing, 50ea/cs       | INTERNATIONAL - IMPORT      | BT-24004        | \$ 0.39      | 1/EA           | \$ 0.39                  |
| 20                           | Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent             | 1                          | 1/EA                         | 30056                        | Curaplex Oxygen Nasal Cannula, Pediatric, Conventional, Green, 7 ft Tubing 50ea/cs                   | MEDSOURCE                   | 30056           | \$ 0.47      | 1/EA           | \$ 0.47                  |
| 21                           | Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, 0-25 LPM, Black or equivalent             | 1                          | 1/EA                         | 14288                        | Curaplex Oxygen Regulator, All-Brass, 2 DISS, 1 Barb, CGA870                                         | MERET                       | EMSREG8725-82D- | \$ 63.57     | 1/EA           | \$ 63.57                 |
| 22                           | Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent                                                  | 1                          | 1/EA                         | RS014                        | Curaplex Select CPR Pocket Mask, O2 Inlet 1/ea 10ea/bx                                               | LAERDAL MEDICAL CORPORATION | 830047          | \$ 6.02      | 1/EA           | \$ 6.02                  |
| 23                           | Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent                             | 1                          | 1/EA                         | 2113-10225                   | Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed 10ea/bx 10bx/cs                       | MEDSOURCE                   | 2113-10225      | \$ 1.63      | 1/EA           | \$ 1.63                  |
| 24                           | Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent                             | 1                          | 1/EA                         | 2113-10230                   | Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed 10ea/bx 10bx/cs                       | MEDSOURCE                   | 2113-10230      | \$ 1.63      | 1/EA           | \$ 1.63                  |
| 25                           | Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent                             | 1                          | 1/EA                         | 2113-10240                   | Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed 10ea/bx 10bx/cs                       | MEDSOURCE                   | 2113-10240      | \$ 1.63      | 1/EA           | \$ 1.63                  |

Item List for City of Midlothian  
Medical Supplies  
Bid No. - 2025-28

| City of Midlothian Line ID | City of Midlothian Item Description                                                                      | City of Midlothian Qty | City of Midlothian Unit | Bound Tree Medical Item # | Bound Tree Medical Item Description                                            | Vendor Name                      | Vendor Item # | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|----------------------------------------------------------------------------------------------------------|------------------------|-------------------------|---------------------------|--------------------------------------------------------------------------------|----------------------------------|---------------|--------------|-------------|-----------------------|
| 26                         | Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent                             | 1                      | 1/EA                    | 2113-10245                | Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed 10ea/bx 10bx/cs | MEDSOURCE INTERNATIONAL - IMPORT | 2113-10245    | \$ 1.63      | 1/EA        | \$ 1.63               |
| 27                         | Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent                             | 1                      | 1/EA                    | 2113-10250                | Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed 10ea/bx 10bx/cs | MEDSOURCE INTERNATIONAL - IMPORT | 2113-10250    | \$ 1.63      | 1/EA        | \$ 1.63               |
| 28                         | Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent                             | 1                      | 1/EA                    | 2113-10255                | Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed 10ea/bx 10bx/cs | MEDSOURCE INTERNATIONAL - IMPORT | 2113-10255    | \$ 1.63      | 1/EA        | \$ 1.63               |
| 29                         | Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent                             | 1                      | 1/EA                    | 2113-10260                | Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed 10ea/bx 10bx/cs | MEDSOURCE INTERNATIONAL - IMPORT | 2113-10260    | \$ 1.63      | 1/EA        | \$ 1.63               |
| 30                         | Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent                             | 1                      | 1/EA                    | 2113-10265                | Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed 10ea/bx 10bx/cs | MEDSOURCE INTERNATIONAL - IMPORT | 2113-10265    | \$ 1.63      | 1/EA        | \$ 1.63               |
| 31                         | Curaplex Select Endotracheal Tube with Stylette, 7.0mm, Cuffed or equivalent                             | 1                      | 1/EA                    | 2113-10270                | Curaplex Select Endotracheal Tube with Stylette, 7.0mm, Cuffed 10ea/bx 10bx/cs | MEDSOURCE INTERNATIONAL - IMPORT | 2113-10270    | \$ 1.63      | 1/EA        | \$ 1.63               |
| 32                         | Curaplex Select Endotracheal Tube with Stylette, 7.5mm, Cuffed or equivalent                             | 1                      | 1/EA                    | 2113-10275                | Curaplex Select Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs | MEDSOURCE INTERNATIONAL - IMPORT | 2113-10275    | \$ 1.63      | 1/EA        | \$ 1.63               |
| 33                         | Curaplex Select Endotracheal Tube with Stylette, 8.0mm, Cuffed or equivalent                             | 1                      | 1/EA                    | 2113-10280                | Curaplex Select Endotracheal Tube with Stylette, 8.0mm, Cuffed 10ea/bx 10bx/cs | MEDSOURCE INTERNATIONAL - IMPORT | 2113-10280    | \$ 1.63      | 1/EA        | \$ 1.63               |
| 34                         | Curaplex Select Endotracheal Tube with Stylette, 8.5mm, Cuffed or equivalent                             | 1                      | 1/EA                    | 2113-10285                | Curaplex Select Endotracheal Tube with Stylette, 8.5mm, Cuffed 10ea/bx 10bx/cs | MEDSOURCE INTERNATIONAL - IMPORT | 2113-10285    | \$ 1.63      | 1/EA        | \$ 1.63               |
| 35                         | Curaplex Select Endotracheal Tube with Stylette, 9.0mm, Cuffed or equivalent                             | 1                      | 1/EA                    | 2113-10290                | Curaplex Select Endotracheal Tube with Stylette, 9.0mm, Cuffed 10ea/bx 10bx/cs | MEDSOURCE INTERNATIONAL - IMPORT | 2113-10290    | \$ 1.63      | 1/EA        | \$ 1.63               |
| 36                         | Curaplex Select GreenLine/D Laryngoscope Blade, MAC 2, Fiber Optic, Child, Disposable or equivalent      | 1                      | 1/EA                    | 2145-13402                | Curaplex Select Laryngoscope Blade, Mac 2, LED, Disposable 20ea/bx             | ASP GLOBAL                       | 2145-13402    | \$ 4.26      | 1/EA        | \$ 4.26               |
| 37                         | Curaplex Select GreenLine/D Laryngoscope Blade, MAC 3, Fiber Optic, MED Adult, Disposable or equivalent  | 1                      | 1/EA                    | 2145-13403                | Curaplex Select Laryngoscope Blade, Mac 3, LED, Disposable 20ea/bx             | ASP GLOBAL                       | 2145-13403    | \$ 4.26      | 1/EA        | \$ 4.26               |
| 38                         | Curaplex Select GreenLine/D Laryngoscope Blade, MAC 4, Fiber Optic, MED Adult, Disposable or equivalent  | 1                      | 1/EA                    | 2145-13404                | Curaplex Select Laryngoscope Blade, Mac 4, LED, Disposable 20ea/bx             | ASP GLOBAL                       | 2145-13404    | \$ 4.26      | 1/EA        | \$ 4.26               |
| 39                         | Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 1, Fiber Optic, Neonate, Disposable or equivalent | 1                      | 1/EA                    | 2145-13501                | Curaplex Select Laryngoscope Blade, Miller 1, LED, Disposable 20ea/bx          | ASP GLOBAL                       | 2145-13501    | \$ 4.26      | 1/EA        | \$ 4.26               |
| 40                         | Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 2, Fiber Optic, Neonate, Disposable or equivalent | 1                      | 1/EA                    | 2145-13502                | Curaplex Select Laryngoscope Blade, Miller 2, LED, Disposable 20ea/bx          | ASP GLOBAL                       | 2145-13502    | \$ 4.26      | 1/EA        | \$ 4.26               |
| 41                         | Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 3, Fiber Optic, Neonate, Disposable or equivalent | 1                      | 1/EA                    | 2145-13503                | Curaplex Select Laryngoscope Blade, Miller 3, LED, Disposable 20ea/bx          | ASP GLOBAL                       | 2145-13503    | \$ 4.26      | 1/EA        | \$ 4.26               |
| 42                         | Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 4, Fiber Optic, Neonate, Disposable or equivalent | 1                      | 1/EA                    | 2145-13504                | Curaplex Select Laryngoscope Blade, Miller 4, LED, Disposable 20ea/bx          | ASP GLOBAL                       | 2145-13504    | \$ 4.26      | 1/EA        | \$ 4.26               |
| 43                         | Curaplex Select GreenLine/D Chrome Plated Fiber Optic Handle (Medium) or equivalent                      | 1                      | 1/EA                    | 2145-13505                | Curaplex Select Laryngoscope Blade, Miller 4, LED, Disposable 20ea/bx          | ASP GLOBAL                       | 2145-13505    | \$ 4.26      | 1/EA        | \$ 4.26               |
| 44                         | Curaplex Select Nasopharyngeal Airway, 22 Fr, 5.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | 1                      | 1/EA                    | 792-5-0236-09             | Laryngoscope Handle, GreenLine, Med um, Fiber Optic, Chrome Plated Brass       | AIRLIFE                          | 5-0236-09     | \$ 55.85     | 1/EA        | \$ 55.85              |
| 45                         | Curaplex Select Nasopharyngeal Airway, 24 Fr, 6.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 1                      | 1/EA                    | 2021-15122                | Curaplex Nasopharyngeal Airway, 22 Fr, Silicone 10ea/bx                        | AIRLIFE-CURAPLEX                 | 2021-15122    | \$ 1.85      | 1/EA        | \$ 1.85               |
| 46                         | Curaplex Select Nasopharyngeal Airway, 26 Fr, 6.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | 1                      | 1/EA                    | 2021-15124                | Curaplex Nasopharyngeal Airway, 24 Fr, Silicone 10ea/bx                        | AIRLIFE-CURAPLEX                 | 2021-15124    | \$ 1.85      | 1/EA        | \$ 1.85               |
| 47                         | Curaplex Select Nasopharyngeal Airway, 28 Fr, 7.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 1                      | 1/EA                    | 2021-15126                | Curaplex Nasopharyngeal Airway, 26 Fr, Silicone 10ea/bx                        | AIRLIFE-CURAPLEX                 | 2021-15126    | \$ 1.85      | 1/EA        | \$ 1.85               |
| 48                         | Curaplex Select Nasopharyngeal Airway, 30 Fr, 7.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | 1                      | 1/EA                    | 2021-15128                | Curaplex Nasopharyngeal Airway, 28 Fr, Silicone 10ea/bx                        | AIRLIFE-CURAPLEX                 | 2021-15128    | \$ 1.85      | 1/EA        | \$ 1.85               |
| 49                         | Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 1                      | 1/EA                    | 2021-15130                | Curaplex Nasopharyngeal Airway, 30 Fr, Silicone 10ea/bx                        | AIRLIFE-CURAPLEX                 | 2021-15130    | \$ 1.85      | 1/EA        | \$ 1.85               |
| 50                         | Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 1                      | 1/EA                    | 2021-15132                | Curaplex Nasopharyngeal Airway, 32 Fr, Silicone 10ea/bx                        | AIRLIFE-CURAPLEX                 | 2021-15132    | \$ 1.85      | 1/EA        | \$ 1.85               |



Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian<br>Line ID | City of Midlothian<br>Qty | City of Midlothian<br>Item Description                                                                      | City of Midlothian<br>Unit | Bound Tree<br>Medical Item # | Bound Tree Medical Item Description                                                                     | Vendor Name                     | Vendor Item # | Quoted Price | Selling<br>UOM | Quoted<br>Extended Price |
|-------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------|---------------------------------------------------------------------------------------------------------|---------------------------------|---------------|--------------|----------------|--------------------------|
| 51                            | 1 1/EA                    | Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi<br>Style, Latex Free, Sterile or equivalent |                            | 2021-15134                   | Curaplex Nasopharyngeal Airway, 34 Fr, Silicone 10ea/bx                                                 | AIRLIFE-CURAPLEX                | 2021-15134    | \$ 1.85      | 1/EA           | \$ 1.85                  |
| 52                            | 1 1/EA                    | Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi<br>Style, Latex Free, Sterile or equivalent |                            | 2021-15136                   | Curaplex Nasopharyngeal Airway, 36 Fr, Silicone 10ea/bx                                                 | AIRLIFE-CURAPLEX                | 2021-15136    | \$ 1.85      | 1/EA           | \$ 1.85                  |
| 53                            | 1 1/EA                    | Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol<br>Mask, 7 ft Tubing or equivalent        |                            | 301-202EA                    | Curaplex Select Nebulizer, Small-volume, Adult Aerosol Mask, 7 ft<br>Tubing 50ea/cs                     | AIRLIFE-CURAPLEX                | 301-202       | \$ 1.02      | 1/EA           | \$ 1.02                  |
| 54                            | 1 1/EA                    | Curaview LED Laryngoscope Blade & Handle, Disposable, Mac 2 or<br>equivalent                                |                            | 301-LED-020S                 | Curaview LED Laryngoscope Blade & Handle, Disposable, Mac 2 1/EA<br>20EA/BX 38M/CS                      | TRI-ANIM HEALTH<br>SERVICES     | 301-LED-020S  | \$ 7.70      | 1/EA           | \$ 7.70                  |
| 55                            | 1 1/EA                    | Curaview LED Laryngoscope Blade & Handle, Disposable, Mac 3 or<br>equivalent                                |                            | 301-LED-030S                 | Curaview LED Laryngoscope Blade & Handle, Disposable, Mac 3 1/EA<br>20EA/BX 38M/CS                      | TRI-ANIM HEALTH<br>SERVICES     | 301-LED-030S  | \$ 7.70      | 1/EA           | \$ 7.70                  |
| 56                            | 1 1/EA                    | Curaview LED Laryngoscope Blade & Handle, Disposable, Mac 4 or<br>equivalent                                |                            | 301-LED-040S                 | Curaview LED Laryngoscope Blade & Handle, Disposable, Mac 4 1/EA<br>20EA/BX 38M/CS                      | TRI-ANIM HEALTH<br>SERVICES     | 301-LED-040S  | \$ 7.70      | 1/EA           | \$ 7.70                  |
| 57                            | 1 1/EA                    | Curaview LED Laryngoscope Blade & Handle, Disposable, Miller 0 or<br>equivalent                             |                            | 301-LED-000M                 | Curaview LED Laryngoscope Blade & Handle, Disposable, Miller<br>0 1/EA 20EA/BX 38M/CS                   | TRI-ANIM HEALTH<br>SERVICES     | 301-LED-000M  | \$ 7.70      | 1/EA           | \$ 7.70                  |
| 58                            | 1 1/EA                    | Curaview LED Laryngoscope Blade & Handle, Disposable, Miller 1 or<br>equivalent                             |                            | 301-LED-101S                 | Curaview LED Laryngoscope Blade & Handle, Disposable, Miller 1<br>1/EA 20EA/BX 38M/CS                   | TRI-ANIM HEALTH<br>SERVICES     | 301-LED-101S  | \$ 7.70      | 1/EA           | \$ 7.70                  |
| 59                            | 1 1/EA                    | Curaview LED Laryngoscope Blade & Handle, Disposable, Miller 2 or<br>equivalent                             |                            | 301-LED-102S                 | Curaview LED Laryngoscope Blade & Handle, Disposable, Miller 2<br>1/EA 20EA/BX 38M/CS                   | TRI-ANIM HEALTH<br>SERVICES     | 301-LED-102S  | \$ 7.70      | 1/EA           | \$ 7.70                  |
| 60                            | 1 1/EA                    | Curaview LED Laryngoscope Blade & Handle, Disposable, Miller 3 or<br>equivalent                             |                            | 301-LED-103S                 | Curaview LED Laryngoscope Blade & Handle, Disposable, Miller 3<br>1/EA 20EA/BX 38M/CS                   | TRI-ANIM HEALTH<br>SERVICES     | 301-LED-103S  | \$ 7.70      | 1/EA           | \$ 7.70                  |
| 61                            | 1 1/EA                    | Disposable Guedel Oral Airway, 40mm (Pink)                                                                  |                            | 2010-35040                   | Curaplex Disposable Guedel Oral Airway, 40mm (Pink) 1/EA 50EA/BG<br>80BG/CS                             | ASP GLOBAL                      | 12990         | \$ 0.21      | 1/EA           | \$ 0.21                  |
| 62                            | 1 1/EA                    | Disposable Guedel Oral Airway, 50mm (Blue)                                                                  |                            | 2010-35050                   | Curaplex Disposable Guedel Oral Airway, 50mm (Blue) 1/EA 50EA/BG<br>80BG/CS                             | ASP GLOBAL                      | 13057MS       | \$ 0.26      | 1/EA           | \$ 0.26                  |
| 63                            | 1 1/EA                    | Disposable Guedel Oral Airway, 60mm (Black)                                                                 |                            | 2010-35060                   | Curaplex Disposable Guedel Oral Airway, 60mm (Black) 1/EA 50EA/BG<br>80BG/CS                            | ASP GLOBAL                      | 13058         | \$ 0.26      | 1/EA           | \$ 0.26                  |
| 64                            | 1 1/EA                    | Disposable Guedel Oral Airway, 70mm (White)                                                                 |                            | 2010-35070                   | Curaplex Disposable Guedel Oral Airway, 70mm (White) 1/EA<br>50EA/BG 24BG/CS                            | ASP GLOBAL                      | 13059         | \$ 0.26      | 1/EA           | \$ 0.26                  |
| 65                            | 1 1/EA                    | Disposable Guedel Oral Airway, 80mm (Green)                                                                 |                            | 2010-35080                   | Curaplex Disposable Guedel Oral Airway, 80mm (Green) 1/EA<br>50EA/BG 20BG/CS                            | ASP GLOBAL                      | 13060         | \$ 0.26      | 1/EA           | \$ 0.26                  |
| 66                            | 1 1/EA                    | Disposable Guedel Oral Airway, 90mm (Yellow)                                                                |                            | 2010-35090                   | Curaplex Disposable Guedel Oral Airway, 90mm (Yellow) Individually<br>Wrapped 1/EA 50EA/BG 18BG/CS      | ASP GLOBAL                      | 13061         | \$ 0.26      | 1/EA           | \$ 0.26                  |
| 67                            | 1 1/EA                    | Disposable Guedel Oral Airway, 100mm (Red)                                                                  |                            | 2010-35100                   | Curaplex Disposable Guedel Oral Airway, 100mm (Red) Individually<br>Wrapped 1/EA 50EA/BG 14BG/CS        | ASP GLOBAL                      | 13062         | \$ 0.31      | 1/EA           | \$ 0.31                  |
| 68                            | 1 1/EA                    | Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes<br>6.5mm ID to 42mm OD                     |                            | 2130-42560                   | Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes<br>6.5mm ID to 42mm OD 25ea/cs         | LAERDAL MEDICAL<br>CORPORATION  | 600-42500     | \$ 3.80      | 1/EA           | \$ 3.80                  |
| 69                            | 1 1/EA                    | Endotracheal Tube Holder, Thomas Select, Pediatric                                                          |                            | 020400                       | Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes<br>4.3mm ID to 15.8mm OD            | LAERDAL MEDICAL<br>CORPORATION  | 600-20000     | \$ 3.26      | 1/EA           | \$ 3.26                  |
| 70                            | 1 1/EA                    | ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP                                                     |                            | 2120-17010                   | ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP 10/BX                                           | AIRLIFE                         | 9-0211-70     | \$ 5.35      | 1/EA           | \$ 5.35                  |
| 71                            | 1 1/EA                    | ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM                                                                  |                            | 9-01212-70                   | ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM 1/EA 10EA/PK                                                 | AIRLIFE                         | 9-0212-70     | \$ 5.35      | 1/EA           | \$ 5.35                  |
| 72                            | 1 1/EA                    | FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM                                                            |                            | 020631                       | FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM                                                        | PRECISION MEDICAL<br>INC.       | 8MFA1005      | \$ 33.38     | 1/EA           | \$ 33.38                 |
| 73                            | 1 1/EA                    | HeroVent- VM-2000 Emergency and Transport Ventilator Package                                                |                            | 2421-2000                    | HeroVent VM-2000 Emergency and Transport Ventilator Package                                             | VENTIS MEDICAL, INC.            | VCF-A-2000UEN | \$ 7,995.00  | 1/EA           | \$ 7,995.00              |
| 74                            | 1 1/EA                    | I-gel Supraglottic Airway Neonate size 1                                                                    |                            | 2114-08201                   | I-GEL SUPRAGLOTTIC AIRWAY FOR NEONATES (SIZE 1) 5-11 LBS (2-5<br>KG) 10EA/CS                            | INTERSURGICAL, INC.             | 8201000       | \$ 13.90     | 1/EA           | \$ 13.90                 |
| 75                            | 1 1/EA                    | I-gel O2 Supraglottic Airway, Pediatric Size 2                                                              |                            | 2114-08202                   | I-GEL SUPRAGLOTTIC AIRWAY FOR SMALL PEDIATRICS (SIZE 2) 22-55<br>LBS (10-25 KG) 10EA/CS                 | INTERSURGICAL, INC.             | 8202000       | \$ 13.90     | 1/EA           | \$ 13.90                 |
| 76                            | 1 1/EA                    | I-gel O2 Resus Pack, SM Adult, incl size 3 I-gel O2, Lube, Strap, for Pts<br>30-60 kg                       |                            | 2114-87301                   | I-gel O2 Resus Pack, SM Adult, incl size 3 I-gel O2, Lube, Strap, for Pts<br>30-60 kg 6ea/cs            | INTERSURGICAL, INC.             | 8703030       | \$ 22.63     | 1/EA           | \$ 22.63                 |
| 77                            | 1 1/EA                    | I-gel O2 Resus Pack, MED Adult, incl size 4 I-gel O2, Lube, Strap, for<br>Pts 50-90 kg                      |                            | 2114-87302                   | I-gel O2 Resus Pack, MED Adult, incl size 4 I-gel O2, Lube, Strap, for<br>Pts 50-90 kg 6ea/cs           | INTERSURGICAL, INC.             | 8704030       | \$ 22.63     | 1/EA           | \$ 22.63                 |
| 78                            | 1 1/EA                    | I-gel O2 Resus Pack, LG Adult, incl size 5 I-gel O2, Lube, Strap, for Pts<br>90 plus kg                     |                            | 2114-87303                   | I-gel O2 Resus Pack, LG Adult, incl size 5 I-gel O2, Lube, Strap, for Pts<br>90 plus kg 6ea/cs          | INTERSURGICAL, INC.             | 8705030       | \$ 22.63     | 1/EA           | \$ 22.63                 |
| 79                            | 1 1/EA                    | Nebulizer Mask, SM, Disposable, Knitted latex Free Head Strap, for use<br>with AeroEclipse II (BAN)         |                            | 58-65750EA                   | Mask, SM, Disposable, Knitted latex Free Head Strap, for use with<br>AeroEclipse (BAN) 50ea/cs          | MONAGHAN MEDICAL<br>CORPORATION | 65750         | \$ 1.44      | 1/EA           | \$ 1.44                  |
| 80                            | 1 1/EA                    | Nebulizer, AeroEclipse II (BAN), W/O ELBOW, breath actuated, SM<br>volume, w/mouthpiece, tubing             |                            | 58-64584050EA                | Nebulizer, AeroEclipse II (BAN), W/O ELBOW, breath actuated, SM<br>volume, w/mouthpiece, tubing 50ea/cs | MONAGHAN MEDICAL<br>CORPORATION | 64594050      | \$ 5.72      | 1/EA           | \$ 5.72                  |
| 81                            | 1 1/EA                    | Nebulizer, AeroEclipse II (BAN), with ELBOW, breath actuated, SM<br>volume, w/mouthpiece, tubing            |                            | 2361-50505                   | Nebulizer, AeroEclipse II (BAN), SM Volume, with Elbow Adapter<br>50ea/cs                               | MONAGHAN MEDICAL<br>CORPORATION | 65050E        | \$ 7.35      | 1/EA           | \$ 7.35                  |

Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian Line ID | City of Midlothian Item Description                                                                                           | City of Midlothian Qty | City of Midlothian Unit | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                  | Vendor Name                      | Vendor Item #  | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------|---------------------------|------------------------------------------------------------------------------------------------------|----------------------------------|----------------|--------------|-------------|-----------------------|
| 82                         | Curaplex OneScope Pro Video Laryngoscope                                                                                      | 1                      | 1/EA                    | 2146-26785P               | Curaplex OneScope Pro Video Laryngoscope                                                             | ONE-AI HEALTHCARE, INC.          | 1726785        | \$ 2,120.00  | 1/EA        | \$ 2,120.00           |
| 83                         | Curaplex OneScope Pro-Neonatal Laryngoscope Blade, Size 00                                                                    | 1                      | 1/EA                    | 2146-10020                | Curaplex OneScope Pro - Neonatal Size 00 Blade                                                       | ONE-AI HEALTHCARE, INC.          | 3000000        | \$ 14.50     | 1/EA        | \$ 14.50              |
| 84                         | Curaplex OneScope Pro-Neonatal Laryngoscope Blade, Size 0                                                                     | 1                      | 1/EA                    | 2146-10021                | Curaplex OneScope Pro - Neonatal Size 0 Blade                                                        | ONE-AI HEALTHCARE, INC.          | 3000010        | \$ 14.50     | 1/EA        | \$ 14.50              |
| 85                         | Curaplex OneScope Pro-Neonatal Laryngoscope Blade, Size 1                                                                     | 1                      | 1/EA                    | 2146-10025                | Curaplex OneScope Pro - Neonatal Size 1 Blade - 1/EA                                                 | ONE-AI HEALTHCARE, INC.          | 3010001        | \$ 14.50     | 1/EA        | \$ 14.50              |
| 86                         | Curaplex OneScope Pro-Pediatric Laryngoscope Blade, Size 2                                                                    | 1                      | 1/EA                    | 2146-20025                | Curaplex OneScope Pro - Pediatric Size 2 Blade - 1/EA                                                | ONE-AI HEALTHCARE, INC.          | 3020001        | \$ 14.50     | 1/EA        | \$ 14.50              |
| 87                         | Curaplex OneScope Pro-Angulated Adult Laryngoscope Blade, Size 3                                                              | 1                      | 1/EA                    | 2146-31025                | Curaplex OneScope Pro - Angulated Adult Size 3 Blade - 1/EA                                          | ONE-AI HEALTHCARE, INC.          | 3031001        | \$ 14.50     | 1/EA        | \$ 14.50              |
| 88                         | Curaplex OneScope Pro-Angulated Adult Laryngoscope Blade, Size 4                                                              | 1                      | 1/EA                    | 2146-41025                | Curaplex OneScope Pro - Angulated Adult Size 4 Blade - 1/EA                                          | ONE-AI HEALTHCARE, INC.          | 3041001        | \$ 14.50     | 1/EA        | \$ 14.50              |
| 89                         | Curaplex OneScope Pro-Direct Adult Laryngoscope Blade, Mac Size 3                                                             | 1                      | 1/EA                    | 2146-34025                | Curaplex OneScope Pro - Direct Adult Mac 3 Blade - 1/EA                                              | ONE-AI HEALTHCARE, INC.          | 3034001        | \$ 14.50     | 1/EA        | \$ 14.50              |
| 90                         | Curaplex OneScope Pro-Direct Adult Laryngoscope Blade, Mac Size 4                                                             | 1                      | 1/EA                    | 2146-44025                | Curaplex OneScope Pro - Direct Adult Mac 4 Blade - 1/EA                                              | ONE-AI HEALTHCARE, INC.          | 3044001        | \$ 14.50     | 1/EA        | \$ 14.50              |
| 91                         | O2 MAX BITRAC ED FULL FACE MASK AND HEAD STRAP, ADULT LARGE                                                                   | 1                      | 1/EA                    | 313-7030EA                | BITRAC ED FULL FACE MASK AND HEAD STRAP, ADULT LARGE 10/CS                                           | PULMODYNE                        | 313-7030       | \$ 23.66     | 1/EA        | \$ 23.66              |
| 92                         | O2-MAX Fixed System with Adult Medium Bitrac Mask, 3-set Valve, Expandable Tubing, Filter, Neb Included, Ohmeda Quick Connect | 1                      | 1/EA                    | 313-7556XN-1EA            | O2 MAX Bitrac ED Mask, w/ Neb, Adult MED, w/3-SET Valve, Ohmeda Connector, Fixed Flow 10l/min        | PULMODYNE                        | 313-7556XN-1   | \$ 53.30     | 1/EA        | \$ 53.30              |
| 93                         | Oxygen Regulator, CG4540, Nut and Nipple Inlet, 50 psi Preset with 90 degree Outlet, Contents Gauge                           | 1                      | 1/EA                    | 96-M1A-540-P              | Oxygen Regulator, 50 PSI preset, CG4540 Nut and Nipple Inlet, DISS outlet, 2 in gauge                | WESTERN ENTERPRISES              | M1A-540-P      | \$ 111.23    | 1/EA        | \$ 111.23             |
| 94                         | Pressure Gauge Only, Oxygen, 2.0 in OD, Bottom Port, 1/4 NPT, 4000psi, Chrome                                                 | 1                      | 1/EA                    | 380002                    | Pressure Gauge Only, Oxygen, 2.0 in OD, Bottom Port, 1/4 NPT, 4000psi, Chrome                        | WESTERN ENTERPRISES              | MG-C2          | \$ 20.61     | 1/EA        | \$ 20.61              |
| 95                         | Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut                                                                          | 1                      | 1/EA                    | 13-OH-116-9               | Quick connect adaptor, medical air, Ohmeda male x DISS male                                          | BAY CORPORATION                  | OH-116-9       | \$ 29.74     | 1/EA        | \$ 29.74              |
| 96                         | Russell Pneumofix Decompression Needle, 12 ga                                                                                 | 1                      | 1/EA                    | PDF112                    | The Russell Pneumofix Decompression Needle, 12 ga                                                    | SAFEGUARD MEDICAL                | PDF112         | \$ 31.99     | 1/EA        | \$ 31.99              |
| 97                         | STAT-O-SEAL CYLINDER GASKET BRASS WITH RUBBER CENTER                                                                          | 1                      | 1/EA                    | 10868                     | GASKET REGULATOR O-RING 50EA/CS                                                                      | MERET                            | AREG-100WB50   | \$ 0.76      | 1/EA        | \$ 0.76               |
| 98                         | UEScope 2 Blade Size D0                                                                                                       | 1                      | 1/EA                    | 2146-03001                | Single Use Blade Size D0 for UESCOPE 2 (VL460)                                                       | UE MEDICAL DEVICES               | 010-3201       | \$ 42.31     | 1/EA        | \$ 42.31              |
| 99                         | UEScope 2 Blade Size D1                                                                                                       | 1                      | 1/EA                    | 2146-03010                | Single Use Blade Size D1 for UESCOPE 2 (VL460)                                                       | UE MEDICAL DEVICES               | 010-3210       | \$ 42.31     | 1/EA        | \$ 42.31              |
| 100                        | UEScope 2 Blade Size D2                                                                                                       | 1                      | 1/EA                    | 2146-03020                | Single Use Blade Size D2 for UESCOPE 2 (VL460)                                                       | UE MEDICAL DEVICES               | 010-3220       | \$ 42.31     | 1/EA        | \$ 42.31              |
| 101                        | UEScope 2 Blade Size D3                                                                                                       | 1                      | 1/EA                    | 2146-03030                | Single Use Blade Size D3 for UESCOPE 2 (VL460)                                                       | UE MEDICAL DEVICES               | 010-3230       | \$ 42.31     | 1/EA        | \$ 42.31              |
| 102                        | UEScope 2 Blade Size D4                                                                                                       | 1                      | 1/EA                    | 2146-03040                | Single Use Blade Size D4 for UESCOPE 2 (VL460)                                                       | UE MEDICAL DEVICES               | 010-3240       | \$ 42.31     | 1/EA        | \$ 42.31              |
| 103                        | UEScope 2 VL460 Kit                                                                                                           | 1                      | 1/EA                    | 2146-01200                | UE Scope VL460 Monitor, Case, and Charger                                                            | UE MEDICAL DEVICES               | 460-1200       | \$ 1,652.00  | 1/EA        | \$ 1,652.00           |
| 104                        | VinOne Small Volume Nebulizer or equivalent                                                                                   | 1                      | 1/EA                    | 301-200EA                 | Curaplex Select Nebulizer, Small-volume, Hand-held, T-piece, Mouthpiece, Flextube, 7 ft Tubing 50/cs | AIRLIFE-CURAPLEX                 | 301-200        | \$ 0.75      | 1/EA        | \$ 0.75               |
| 105                        | ABDOMINAL PADS STERILE 8 IN X 10 IN                                                                                           | 1                      | 1/EA                    | 085810                    | ABDOMINAL PADS STERILE 8 IN X 10 IN 20/RT 16TR/CS COMBINE                                            | DUKAL LLC                        | 5810           | \$ 5.88      | 20/RT       | \$ 0.29               |
| 106                        | BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX                                                                                  | 1                      | 1/EA                    | 150030                    | BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX                                                         | MED PLUS SERVICES USA            | 6720-          | \$ 1.12      | 1/EA        | \$ 1.12               |
| 107                        | Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs                                                               | 1                      | 1/EA                    | 16353                     | Curaplex Multi-Trauma Dressing, 12 in x 30 in, Sterile, 50ea/cs                                      | MEDSOURCE INTERNATIONAL - IMPORT | STORM-CZM00150 | \$ 1.03      | 1/EA        | \$ 1.03               |
| 108                        | Board splint, padded, 3x18 in long, orange vinyl cover                                                                        | 1                      | 1/EA                    | 660012                    | SPLINT PADDED BOARD 3 IN X 15 IN                                                                     | DICK MEDICAL SUPPLY              | 60015          | \$ 2.90      | 1/EA        | \$ 2.90               |
| 109                        | Board splint, padded, 3x36 in long, orange vinyl cover                                                                        | 1                      | 1/EA                    | 660013                    | SPLINT PADDED BOARD 3 IN X 36 IN 75/CS                                                               | DICK MEDICAL SUPPLY              | 60036M         | \$ 4.82      | 1/EA        | \$ 4.82               |
| 110                        | Board splint, padded, 3x54 in long, orange vinyl cover                                                                        | 1                      | 1/EA                    | 660014                    | SPLINT PADDED BOARD 3 IN X 54 IN 50/CS                                                               | DICK MEDICAL SUPPLY              | 60054M         | \$ 6.50      | 1/EA        | \$ 6.50               |
| 111                        | Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System                            | 1                      | 1/EA                    | 1880-13022                | Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System   | NORTH AMERICAN RESCUE, LLC       | 30-0001        | \$ 25.68     | 1/EA        | \$ 25.68              |
| 112                        | Cohesive Elastic Bandage 2in (Blue)                                                                                           | 1                      | 1/EA                    | 1121-36571                | Curaplex Cohesive Elastic Bandage, 2 in, Blue, Latex Free 36in/bx 6bx/cs                             | ASP GLOBAL                       | 1121-36571     | \$ 0.46      | 36in/bx     | \$ 0.46               |



Item List for City of Midlothian  
Medical Supplies  
Bid No. : 2025-28

| City of Midlothian Line ID | City of Midlothian Item Description                                                               | City of Midlothian Qty | City of Midlothian Unit of Measure | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                 | Vendor Name                                    | Vendor Item # | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|---------------------------------------------------------------------------------------------------|------------------------|------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------|------------------------------------------------|---------------|--------------|-------------|-----------------------|
| 113                        | Cohesive Elastic Bandage 3in (Blue)                                                               | 1                      | 1/EA                               | 1121-38572                | Curaplex Cohesive Elastic Bandage, 3 in, Blue, Latex Free 24d/bx 6bx/cs                             | ASP GLOBAL                                     | 1121-38572    | \$ 26.05     | 24/BX       | \$ 1.09               |
| 114                        | Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent                   | 1                      | 1/EA                               | 1121-38559                | Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3 in, 121/bg 8bg/cs                         | ASP GLOBAL<br>MEDSOURCE INTERNATIONAL - IMPORT | 1121-38559    | \$ 1.38      | 12/BG       | \$ 0.12               |
| 115                        | CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent                                   | 1                      | 1/EA                               | 64250                     | Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs                  | IMPORT                                         | BT-64250      | \$ 1.50      | 1/EA        | \$ 1.50               |
| 116                        | Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent                                    | 1                      | 1/EA                               | 1330-86100                | Curaplex Alcohol Prep Pad, Large, Sterile 100/BX 108X/CS                                            | ASP GLOBAL                                     | 1330-86100    | \$ 1.74      | 100/BX      | \$ 0.02               |
| 117                        | Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent                                   | 1                      | 1/EA                               | 1330-85300                | Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX 208X/CS                                           | ASP GLOBAL                                     | 1330-85300    | \$ 1.89      | 200/BX      | \$ 0.01               |
| 118                        | Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylene or equivalent | 1                      | 1/EA                               | 16683                     | Curaplex Backboard Strap, Black, 5 ft, Side Release Buckle, Loop Lock, Polypropylene 100ea/cs       | SAFETY INTERNATIONAL                           | 16683         | \$ 2.61      | 1/EA        | \$ 2.61               |
| 119                        | Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent            | 1                      | 1/EA                               | 1121-38571                | Curaplex Cohesive Elastic Bandage, 2 in, Blue, Latex Free 36t/bx 6bx/cs                             | ASP GLOBAL                                     | 1121-38571    | \$ 15.11     | 36/BX       | \$ 0.42               |
| 120                        | Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent                         | 1                      | 1/EA                               | 17100MS                   | Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs                                         | ASP GLOBAL                                     | 17100MS       | \$ 4.20      | 1/EA        | \$ 4.20               |
| 121                        | Curaplex Fluff Bandage Roll 4.5"x4.1yds, 6ply, Sterile, 100t/cs                                   | 1                      | 1/EA                               | 1121-36645                | Curaplex Fluff Bandage Roll 4.5 in x 4.1yds, 6ply, Sterile, 100t/cs                                 | ASP GLOBAL<br>MEDSOURCE INTERNATIONAL - IMPORT | 1121-36645    | \$ 1.17      | 1/RL        | \$ 1.17               |
| 122                        | Curaplex Head Immobilizer, Adult, incl Head and Chin Straps, 20ea/cs                              | 1                      | 1/EA                               | 3141-91010                | Curaplex Head Immobilizer, Adult, incl Head and Chin Straps, 20ea/cs                                | IMPORT                                         | BT-91010      | \$ 4.30      | 1/EA        | \$ 4.30               |
| 123                        | Curaplex Hot Pack - Small - 5in x 5in or equivalent                                               | 1                      | 1/EA                               | 1432-56000                | Curaplex Hot Pack - Small 1/EA 24EA/CS *HAZMAT*                                                     | INTCO MEDICAL                                  | 1432-56000    | \$ 0.40      | 1/EA        | \$ 0.40               |
| 124                        | Curaplex Stop the Bleed, Basic Kit Vacuum Sealed                                                  | 1                      | 1/EA                               | 8600-ST8001B              | Curaplex Stop the Bleed, Basic Kit Vacuum Sealed                                                    | PARENT PRODUCTION                              | 8600-ST8001B  | \$ 47.22     | 1/EA        | \$ 47.22              |
| 125                        | Curaplex TOCS Tactical Occlusive Chest Seal, 6 in x 6 in, 2/PK or equivalent                      | 1                      | 1/EA                               | 1216-01103                | Sam Chest Seal (SCS) Non-Valve, (2) 9.2 in x 7.6 in Chest Seals, (1) 5 x 9 Absorbent pad/pk 50pk/bx | SAM MEDICAL                                    | CS201-EN      | \$ 27.41     | 1/PK        | \$ 27.41              |
| 126                        | Triangular Bandage, Muslin, 40 in x 40 in x 56 in or equivalent                                   | 1                      | 1/EA                               | 1124-32400                | Curaplex Triangular Bandage, Muslin 12/pk 20pk/cs 40 in x 40 in x 56 in                             | TEMPO MEDICAL-CURAPLEX                         | 8AN1124       | \$ 5.02      | 12/PK       | \$ 0.42               |
| 127                        | Extraction Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings                                 | 1                      | 1/EA                               | 3151-03161                | Curaplex Extrication Collar, Adult, Single-use, Adjustable, 8 Settings 30ea/cs                      | AMBU INC.                                      | 472003000     | \$ 3.90      | 1/EA        | \$ 3.90               |
| 128                        | Extraction Collar, Ambu Perfit ACE, Child, Adjustable                                             | 1                      | 1/EA                               | 3151-03163                | Curaplex Extrication Collar, Mini, Single-use, Adjustable, 6 Settings 30ea/cs                       | AMBU INC.                                      | 472004000     | \$ 3.90      | 1/EA        | \$ 3.90               |
| 129                        | FastSplint Vacuum Large (EMS Econo-Vac) Wrist/Ankle Only, can be Hartwell                         | 1                      | 1/EA                               | 560103                    | Vacuum Splint, EVAC-U-SPLINT, Large Extremity                                                       | HARTWELL MEDICAL                               | EV 103        | \$ 169.90    | 1/EA        | \$ 169.90             |
| 130                        | FastSplint Vacuum Medium (EMS Econo-Vac) Arm only, can be Hartwell                                | 1                      | 1/EA                               | 560102                    | Vacuum Splint, EVAC-U-SPLINT, Medium Extremity                                                      | HARTWELL MEDICAL                               | EV 102        | \$ 119.50    | 1/EA        | \$ 119.50             |
| 131                        | FastSplint Vacuum Small (EMS Econo-Vac) Leg Only, can be Hartwell                                 | 1                      | 1/EA                               | 560101                    | Vacuum Splint, EVAC-U-SPLINT, Small Extremity                                                       | HARTWELL MEDICAL                               | EV 101        | \$ 89.40     | 1/EA        | \$ 89.40              |
| 132                        | Flex-All splint, orange, bendable foam and aluminum splint, 4 in. x 36 in. rolled or equivalent   | 1                      | 1/EA                               | 533-MS-SPLINT             | Flex-All splint, orange, bendable foam and aluminum splint, 4 in. x 36 in, rolled                   | MEDSOURCE INTERNATIONAL                        | MS-SPLINT     | \$ 5.89      | 1/EA        | \$ 5.89               |
| 133                        | GAUZE SPONGE STERILE 12 PLY 4 IN X 4 IN 2/PK 25PK/TR 24TR/CS                                      | 1                      | 1/EA                               | 1212-12113                | CURAPLEX STERILE, GAUZE SPONGE, WOVEN, 4 IN X 4 IN, 8-PLY, 2EA/PK, 50PK/BX, 128X/CS                 | ASP GLOBAL                                     | 1212-12113    | \$ 3.55      | 50/BX       | \$ 0.07               |
| 134                        | Gauze sponge, basic economy, 4 in x 4 in, 8 ply, non-sterile, 200/bg 20bg/cs                      | 1                      | 1/EA                               | 1212-12115                | CURAPLEX NON-STERILE, GAUZE PAD, WOVEN, 4 IN X 4 IN, 8-PLY, 200EA/BG 20BG/CS                        | ASP GLOBAL<br>MEDSOURCE INTERNATIONAL - IMPORT | 1212-12115    | \$ 3.37      | 200/BG      | \$ 0.02               |
| 135                        | Head Immobilizer Rolled (Adult)                                                                   | 1                      | 1/EA                               | 3141-91010                | Curaplex Head Immobilizer, Adult, incl Head and Chin Straps, 20ea/cs                                | IMPORT                                         | BT-91010      | \$ 4.30      | 1/EA        | \$ 4.30               |
| 136                        | Head Immobilizer Rolled (Child)                                                                   | 1                      | 1/EA                               | 3141-91012                | Curaplex Head Immobilizer, Child, incl Head and Chin Straps 50ea/cs                                 | MEDSOURCE INTERNATIONAL - IMPORT               | BT-91012      | \$ 4.30      | 1/EA        | \$ 4.30               |
| 137                        | Halo Vent 2PK 200PK/CS (1 vented and 1 non vented in PK) or equivalent                            | 1                      | 1/EA                               | 1215-12161                | *SEE NOTES* HALO Seal Flat Package, contains 2 HALO Seals 200PK/CS                                  | MEDICAL DEVICES, INC.                          | US 1216-10000 | \$ 14.71     | 2/PK        | \$ 7.36               |
| 138                        | HyFin Vent Chest Seal (Twin Pack)                                                                 | 1                      | 1/EA                               | NARIO-0037                | HyFin Vent Chest Seal Twin Pack, 6 in H x 6 in W 2/pk                                               | NORTH AMERICAN RESCUE, LLC                     | 10-0037       | \$ 15.55     | 2/PK        | \$ 7.78               |
| 139                        | Instant COLD COMPRESS 5x8 1/4 (24)                                                                | 1                      | 1/EA                               | 1431-77000                | Curaplex Cold Pack - Large 1/EA 24EA/CS                                                             | INTCO MEDICAL                                  | 1431-77000    | \$ 0.36      | 1/EA        | \$ 0.36               |
| 140                        | Instant Cold Pack Compress, Large 7in x 7 5in                                                     | 1                      | 1/EA                               | 1431-77000                | Curaplex Cold Pack - Large 1/EA 24EA/CS                                                             | INTCO MEDICAL                                  | 1431-77000    | \$ 0.36      | 1/EA        | \$ 0.36               |
| 141                        | Israeli Emergency Bandage, Green 4in                                                              | 1                      | 1/EA                               | 12704-1                   | Israeli Bandage, Emergency, Olive Drab, 4 in 150ea/cs                                               | SAFEGUARD MEDICAL                              | FCP-01-GR     | \$ 7.60      | 1/EA        | \$ 7.60               |
| 142                        | Israeli Emergency Bandage, Green 6in                                                              | 1                      | 1/EA                               | 12700                     | BANDAGE EMERGENCY OLIVE DRAB 6 IN 100/CS ISRAELI BANDAGE                                            | SAFEGUARD MEDICAL                              | FCP-02        | \$ 8.14      | 1/EA        | \$ 8.14               |
| 143                        | Israeli Emergency Bandage, Green 8in                                                              | 1                      | 1/EA                               | 1212-09006                | Abdominal Bandage, 8 in Wide with 12 in x 12 in XL Pad, Green 50ea/cs                               | SAFEGUARD MEDICAL                              | FCP-09        | \$ 15.15     | 1/EA        | \$ 15.15              |
| 144                        | Paramedic Shears, Blue, 5.5 in                                                                    | 1                      | 1/EA                               | 2811-05522                | Curaplex EMS Shears, Black, 5.5in 1/EA 300EA/CS                                                     | ASP GLOBAL                                     | 2811-05522    | \$ 0.82      | 1/EA        | \$ 0.82               |

Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian Line ID | City of Midlothian Item Description                                                                              | City of Midlothian Unit | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                   | Vendor Name                                | Vendor Item # | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------|-------------------------------------------------------------------------------------------------------|--------------------------------------------|---------------|--------------|-------------|-----------------------|
| 145                        | Paramedic Shears, Neon Green, 7.5 in                                                                             | 1 1/EA                  | 533-MS-SH006G             | EMS shears, green, 7 1/4 in, safety bandage tip, fully autoclavable, surgical stainless steel blades  | MEDSOURCE INTERNATIONAL                    | MS-SH006G     | \$ 1.15      | 1/EA        | \$ 1.15               |
| 146                        | Paramedic Shears, Pink, 7.5 in                                                                                   | 1 1/EA                  | 533-MS-SH003P             | EMS shears, pink, 7 1/4 in, safety bandage tip, fully autoclavable, surgical stainless steel blades   | MEDSOURCE INTERNATIONAL                    | MS-SH003P     | \$ 1.15      | 1/EA        | \$ 1.15               |
| 147                        | Paramedic Shears, Purple, 7.5 in                                                                                 | 1 1/EA                  | 533-MS-SH007PR            | EMS shears, purple, 7 1/4 in, safety bandage tip, fully autoclavable, surgical stainless steel blades | MEDSOURCE INTERNATIONAL                    | MS-SH007PR    | \$ 1.15      | 1/EA        | \$ 1.15               |
| 148                        | Paramedic Shears, Red, 5.5 in                                                                                    | 1 1/EA                  | 2811-05523                | Curaplex EMS Shears, Orange, 5.5in 1/EA 300EA/CS                                                      | ASP GLOBAL                                 | 2811-05523    | \$ 0.82      | 1/EA        | \$ 0.82               |
| 149                        | Paramedic Shears, Red, 7.5 in                                                                                    | 1 1/EA                  | 533-MS-SH005R             | EMS shears, red, 7 1/4 in, safety bandage tip, fully autoclavable, surgical stainless steel blades    | MEDSOURCE INTERNATIONAL                    | MS-SH005R     | \$ 1.15      | 1/EA        | \$ 1.15               |
| 150                        | Paramedic Shears, Yellow, 5.5 in                                                                                 | 1 1/EA                  | 2811-05523                | Curaplex EMS Shears, Orange, 5.5in 1/EA 300EA/CS                                                      | ASP GLOBAL                                 | 2811-05523    | \$ 0.82      | 1/EA        | \$ 0.82               |
| 151                        | Pediatric/Infant Immobilization Board                                                                            | 1 1/EA                  | 36111                     | Curaplex Pedi Board with Black Case, Immobilization for Children 25-54 in (10-85lbs)                  | MEDSOURCE INTERNATIONAL                    | STORM-PIBS    | \$ 101.10    | 1/EA        | \$ 101.10             |
| 152                        | Perf i Ace Extrication Collar Adult                                                                              | 1 1/EA                  | 260281                    | Extrication Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings 30ea/cs                            | AMBU INC.                                  | 000281000     | \$ 4.00      | 1/EA        | \$ 4.00               |
| 153                        | Perf i Ace Extrication Collar pediatric                                                                          | 1 1/EA                  | 260280                    | Extrication Collar, Ambu Mini Perfit ACE, Pediatric, Adjustable 12 Settings 30ea/cs                   | AMBU INC.                                  | 000281106     | \$ 4.00      | 1/EA        | \$ 4.00               |
| 154                        | QuickClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin                                  | 1 1/EA                  | 1214-00572                | QuickClot Bleeding Control Dressing, Roll (3 IN x 4 Feet) 1/EA 100EA/CS                               | TELEFLEX LLC                               | 572           | \$ 17.74     | 1/EA        | \$ 17.74              |
| 155                        | SAM Pelvic Sling II, Medium                                                                                      | 1 1/EA                  | 865566                    | SAM Pelvic Sling II, Standard, 32-50 in Hip 2ea/cs                                                    | SAM MEDICAL                                | PS301-LOB-EN  | \$ 66.67     | 1/EA        | \$ 66.67              |
| 156                        | SWAT-TOURNIQUET, TACTICAL BLACK                                                                                  | 1 1/EA                  | G1092                     | SWAT-TOURNIQUET, TACTICAL BLACK 100EA/CS                                                              | SAFEGUARD MEDICAL                          | SWAT-T BLK-CA | \$ 9.83      | 1/EA        | \$ 9.83               |
| 157                        | TAPE ADHESIVE CLOTH 1 IN X 10 YARDS                                                                              | 1 1/EA                  | 11110-14007               | Curaplex Cloth (Silk) White Adhesive Tape, 1 in x 10 yds 12/bx, 12bx/cs                               | ASP GLOBAL                                 | 1841-14007    | \$ 8.35      | 12/BX       | \$ 0.70               |
| 158                        | TAPE ADHESIVE CLOTH 3 IN X 10 YARDS                                                                              | 1 1/EA                  | 11110-14009               | Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 3 inch 4/bx, 12bx/cs                               | ASP GLOBAL                                 | 1841-14009    | \$ 8.35      | 4/BX        | \$ 2.09               |
| 159                        | VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT                                    | 1 1/EA                  | 563000                    | VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT                         | HARTWELL MEDICAL                           | MT 3075-6     | \$ 872.49    | 1/EA        | \$ 872.49             |
| 160                        | BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS                                                                 | 1 1/EA                  | 290116                    | BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS                                                      | MEDEGEN MEDICAL                            | F116          | \$ 0.09      | 1/EA        | \$ 0.09               |
| 161                        | Cleaning agent that will kill COVID 19 (Spray bottle)                                                            | 1 1/EA                  | 210024                    | SURFACE DISINFECTANT BOTTLE WITH SPRAYER 24 OZ 12/CS ENVIROCIDE                                       | METREX RESEARCH CORPORATION                | 13-3324       | \$ 15.42     | 1/EA        | \$ 15.42              |
| 162                        | Cleaning agent that will kill COVID 19 (wipes canister)                                                          | 1 1/EA                  | 1061-100                  | Disinfectant Towelettes, CanWipes, 6 in x 6.75 in, Low Alcohol, 160/rub 12/bx/cs                      | METREX RESEARCH CORPORATION                | 13-1100       | \$ 11.00     | 160/TB      | \$ 0.07               |
| 163                        | CONT SHARPS SHAFT 6.37X1.22" TRANSPORTABLE CLEAR or equivalent                                                   | 1 1/EA                  | 64250                     | Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs                    | MEDSOURCE INTERNATIONAL - IMPORT           | BT-64250      | \$ 1.50      | 1/EA        | \$ 1.50               |
| 164                        | Curaplex Infection Control Kit, Latex Free, incl Gloves, Gown, Mask w/Shield, Alcohol Wipe, BioBag or equivalent | 1 1/EA                  | 670200-KIT                | Curaplex PPE Kit - Intermediate (with shoe/hair covers)                                               | PARENT PRODUCTION SAFETEC OF AMERICA, INC. | 670200-KIT    | \$ 5.60      | 1/EA        | \$ 5.60               |
| 165                        | GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810                                                             | 1 1/EA                  | R3127                     | GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810                                                  | ANSELL HEALTHCARE PRODUCTS LLC             | 34810         | \$ 6.40      | 1/EA        | \$ 6.40               |
| 166                        | Gloves, Supreno EC, 3XL, Nitrile, Powder Free, Extended Cuff, 50 Box                                             | 1 1/EA                  | 290330                    | Gloves, Supreno EC, 3XL Nitrile, Powder Free, Textured, High Risk, Extended Cuff 40bx 10bx/cs         | ANSELL HEALTHCARE PRODUCTS LLC             | SEC-375-XXXL  | \$ 8.30      | 40/BX       | \$ 0.21               |
| 167                        | Gloves, Supreno EC, LG, Nitrile, Powder Free, Extended Cuff, 50 Box                                              | 1 1/EA                  | 290327                    | Gloves, Supreno EC, LG, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50bx 10bx/cs         | ANSELL HEALTHCARE PRODUCTS LLC             | SEC-375-L     | \$ 8.30      | 50/BX       | \$ 0.17               |
| 168                        | Gloves, Supreno EC, MED, Nitrile, Powder Free, Extended Cuff, 50 Box                                             | 1 1/EA                  | 290326                    | Gloves, Supreno EC, MED, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50bx 10bx/cs        | ANSELL HEALTHCARE PRODUCTS LLC             | SEC-375-M     | \$ 8.30      | 50/BX       | \$ 0.17               |
| 169                        | Gloves, Supreno EC, SM, Nitrile, Powder Free, Extended Cuff, 50 Box                                              | 1 1/EA                  | 290325                    | Gloves, Supreno EC, SM, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50bx 10bx/cs         | ANSELL HEALTHCARE PRODUCTS LLC             | SEC-375-S     | \$ 8.30      | 50/BX       | \$ 0.17               |
| 170                        | Gloves, Supreno EC, XL, Nitrile, Powder Free, Extended Cuff, 50 Box                                              | 1 1/EA                  | 290328                    | Gloves, Supreno EC, XL, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50bx 10bx/cs         | ANSELL HEALTHCARE PRODUCTS LLC             | SEC-375-XL    | \$ 8.30      | 50/BX       | \$ 0.17               |
| 171                        | Gloves, Supreno EC, XS, Nitrile, Powder Free, Extended Cuff, 50 Box                                              | 1 1/EA                  | 290324                    | Gloves, Supreno EC, XS, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50bx                 | ANSELL HEALTHCARE PRODUCTS LLC             | SEC-375-XS    | \$ 8.30      | 50/BX       | \$ 0.17               |
| 172                        | Gloves, Supreno EC, 2XL, Nitrile, Powder Free, Extended Cuff, 50 Box                                             | 1 1/EA                  | 290328                    | Gloves, Supreno EC, XL, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50bx 10bx/cs         | ANSELL HEALTHCARE PRODUCTS LLC             | SEC-375-XL    | \$ 8.30      | 50/BX       | \$ 0.17               |
| 173                        | Gloves Triton Grip EC Small                                                                                      | 1 1/EA                  | 1015-47161                | Curaplex TritonGrip EC Exam Gloves, Blue, Small 100/bx 10bx/cs                                        | INNOVATIVE HEALTHCARE                      | 1015-47161    | \$ 6.80      | 100/BX      | \$ 0.07               |
| 174                        | Gloves Triton Grip EC Medium                                                                                     | 1 1/EA                  | 1015-47162                | Curaplex TritonGrip EC Exam Gloves, Blue, Medium 100/bx 10bx/cs                                       | INNOVATIVE HEALTHCARE                      | 1015-47162    | \$ 6.80      | 100/BX      | \$ 0.07               |
| 175                        | Gloves Triton Grip EC Large                                                                                      | 1 1/EA                  | 1015-47163                | Curaplex TritonGrip EC Exam Gloves, Blue, Large 100/bx 10bx/cs                                        | INNOVATIVE HEALTHCARE                      | 1015-47163    | \$ 6.80      | 100/BX      | \$ 0.07               |



Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian<br>Line Item | City of Midlothian Item Description                                                                | City of Midlothian<br>Qty | City of Midlothian<br>Unit | Bound Tree<br>Medical Item # | Bound Tree Health Item Description                                                               | Vendor Name                      | Vendor Item # | Quoted Price | Selling<br>UOM | Quoted<br>Extended Price |
|---------------------------------|----------------------------------------------------------------------------------------------------|---------------------------|----------------------------|------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------|---------------|--------------|----------------|--------------------------|
| 176                             | Gloves Triton Grip EC X-Large                                                                      |                           | 1 /EA                      | 1015-47164                   | Curaplex TritonGrip EC Exam Gloves, Blue, X-Large, 100/bx, 10bx/cs                               | INNOVATIVE<br>HEALTHCARE         | 1015-47164    | \$ 6.80      | 100/BX         | \$ 0.07                  |
| 177                             | Gloves TritonGrip EP X2 Small                                                                      |                           | 1 /EA                      | 1015-47143                   | Curaplex TritonGrip EP X2 Gloves, SM, White Ext/Green Int, PF Nitrile Exam 100/BX 10BX/CS        | INNOVATIVE<br>HEALTHCARE         | 1015-47143    | \$ 15.50     | 100/BX         | \$ 0.16                  |
| 178                             | Gloves TritonGrip EP X2 Medium                                                                     |                           | 1 /EA                      | 1015-47144                   | Curaplex TritonGrip EP X2 Gloves, MED, White Ext/Green Int, PF Nitrile Exam 100/BX 10BX/CS       | INNOVATIVE<br>HEALTHCARE         | 1015-47144    | \$ 15.50     | 100/BX         | \$ 0.16                  |
| 179                             | Gloves TritonGrip EP X2 Large                                                                      |                           | 1 /EA                      | 1015-47145                   | Curaplex TritonGrip EP X2 Gloves, LG, White Ext/Green Int, PF Nitrile Exam 100/BX 10BX/CS        | INNOVATIVE<br>HEALTHCARE         | 1015-47145    | \$ 15.50     | 100/BX         | \$ 0.16                  |
| 180                             | Gloves TritonGrip EP X2 X-Large                                                                    |                           | 1 /EA                      | 1015-47146                   | Curaplex TritonGrip EP X2 Gloves, XL, White Ext/Green Int, PF Nitrile Exam 100/BX 10BX/CS        | INNOVATIVE<br>HEALTHCARE         | 1015-47146    | \$ 15.50     | 100/BX         | \$ 0.16                  |
| 181                             | HAND CLEANSER FOAMING ALCOHOL BASED 9 OZ 24/CS ALCARE PLUS or equivalent                           |                           | 1 /EA                      | 209936                       | HAND CLEANSER FOAMING ALCOHOL BASED 9 OZ 24/CS ALCARE PLUS                                       | STERIS                           | 639936        | \$ 5.79      | 1/EA           | \$ 5.79                  |
| 182                             | Hand sanitizer waterless, A.B.H.C., citrus scent, 4 oz bottle with aloe                            |                           | 1 /EA                      | R3119                        | Hand sanitizer waterless, A.B.H.C., fresh scent, 4 oz Bottle with aloe, 24ea/cs                  | SAFETEC OF AMERICA, INC.         | 17350         | \$ 1.40      | 1/EA           | \$ 1.40                  |
| 183                             | Hand sanitizer waterless, A.B.H.C., fresh scent, 4 oz Bottle with aloe.                            |                           | 1 /EA                      | R3119                        | Hand sanitizer waterless, A.B.H.C., fresh scent, 4 oz Bottle with aloe, 24ea/cs                  | SAFETEC OF AMERICA, INC.         | 17350         | \$ 1.40      | 1/EA           | \$ 1.40                  |
| 184                             | Hydrogen Peroxide, Topical Solution, 16 oz Bottle.                                                 |                           | 1 /EA                      | 25711                        | Hydrogen Peroxide, Topical Solution, 16 oz Bottle, 12ea/cs                                       | MEDIQUE PRODUCTS                 | 25711         | \$ 3.00      | 1/EA           | \$ 3.00                  |
| 185                             | Isolation kit, incl impermeable gown, gloves, biohazard bag, mask w/shield, shoe covers, cap, disp |                           | 1 /EA                      | 56-6300                      | LTD QTY - Isolation kit, incl gown, gloves, biohazard bag, mask w/shield, shoe covers, cap, disp | MORRISON MEDICAL PRODUCTS        | 6300          | \$ 7.40      | 1/EA           | \$ 7.40                  |
| 186                             | Multi-Purpose Collection Bag with Hook                                                             |                           | 1 /EA                      | 1071-17367                   | Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS                                    | MEDSOURCE INTERNATIONAL - IMPORT | 1071-17367    | \$ 7.89      | 12/PK          | \$ 0.66                  |
| 187                             | Particulate Respirator, N95 Mask, Large Size                                                       |                           | 1 /EA                      | 1513                         | Particulate Respirator, N95 Mask, LG w/Nose Flange, Latex Free 20/bx 8bx/cs                      | MOLDEX-METRIC, INC.              | 1513          | \$ 29.36     | 20/BX          | \$ 1.47                  |
| 188                             | Particulate Respirator, N95 Mask, Tecnol, Regular Size 35/bx 6bx/cs                                |                           | 1 /EA                      | 1031-46727                   | *NON-RETURABLE* FluidShield Surgical N95 Respirator Mask, Regular Size 35/BX 8BX/CS              | MAHMOOTH MEDICAL, INC.           | 46727         | \$ 40.85     | 35/BX          | \$ 1.17                  |
| 189                             | Particulate Respirator, N95 Mask, XL Size                                                          |                           | 1 /EA                      | 1031-46827                   | FluidShield Surgical N95 Respirator Mask, Small Size, 35/BX, 8BX/CS                              | O&H HALLYARD, INC.               | 46827         | \$ 43.56     | 35/BX          | \$ 1.24                  |
| 190                             | Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx               |                           | 1 /EA                      | 1063-20763                   | Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disp 12/bx 24bx/cs           | FIREWIPES                        | FW0207CA      | \$ 8.26      | 12/BX          | \$ 0.69                  |
| 191                             | SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent                       |                           | 1 /EA                      | 660274                       | SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK 12P/PCS                           | ANSELL-HEALTHCARE PRODUCTS LLC   | 25654         | \$ 2.46      | 1/PR           | \$ 2.46                  |
| 192                             | SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                         |                           | 1 /EA                      | 400012                       | SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                       | DYNAREX CORPORATION              | 4111          | \$ 0.51      | 1/EA           | \$ 0.51                  |
| 193                             | SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS                              |                           | 1 /EA                      | 1860-87065                   | Sharps Container, 5.4 quart 12ea/cs                                                              | MEGEN MEDICAL PRODUCTS, LLC      | 8708          | \$ 4.34      | 1/EA           | \$ 4.34                  |
| 194                             | SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS                       |                           | 1 /EA                      | 1860-87064                   | Sharps Container, 4 Quart 12ea/cs                                                                | MEGEN MEDICAL PRODUCTS, LLC      | 8706          | \$ 6.04      | 1/EA           | \$ 6.04                  |
| 195                             | SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN                   |                           | 1 /EA                      | 605487                       | SHARPS CONTAINER STACKABLE 1 QUART 3.5 IN X 3.5 IN X 7 IN 72/CS                                  | MEGEN MEDICAL PRODUCTS, LLC      | 8702          | \$ 1.80      | 1/EA           | \$ 1.80                  |
| 196                             | SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)                                     |                           | 1 /EA                      | 295502                       | SLEEVE COVERS YELLOW 18 IN 100PAIR/CS                                                            | SAFETY TODAY                     | 002501-YPE    | \$ 1.33      | 1/PR           | \$ 1.33                  |
| 197                             | SPLIT SOCK FACE COVER TO PREVENT PATIENT SPITTING                                                  |                           | 1 /EA                      | 1031-28523                   | The Taylor Split Hood, One Size Fits Most, White 50ea/cs                                         | TAYLOR HEALTHCARE PRODUCTS       | TAY-SH285W    | \$ 3.24      | 1/EA           | \$ 3.24                  |
| 198                             | Curaplex Dart w/vial adapter kit                                                                   |                           | 1 /EA                      | 670212-KIT                   | Curaplex Dart w/ Vial Adaptor kit (8CC Syringe) 100ea/cs                                         | PARENT PRODUCTION                | 670212-KIT    | \$ 4.13      | 1/EA           | \$ 4.13                  |
| 199                             | CATHETER INTRAVENOUS (IV) 16 ga x 1.1/4 IN 50/BX                                                   |                           | 1 /EA                      | 353062                       | CATHETER INTRAVENOUS (IV) 16 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS                         | ICU MEDICAL SALES, INC.          | 306201        | \$ 1.55      | 1/EA           | \$ 1.55                  |
| 200                             | CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                                  |                           | 1 /EA                      | 353065                       | CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS                         | ICU MEDICAL SALES, INC.          | 306501        | \$ 1.55      | 1/EA           | \$ 1.55                  |
| 201                             | CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                                  |                           | 1 /EA                      | 353066                       | CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS                         | ICU MEDICAL SALES, INC.          | 306601        | \$ 1.55      | 1/EA           | \$ 1.55                  |
| 202                             | CATHETER INTRAVENOUS (IV) 22 GAUGE X 1 IN 50/BX PROTECTIV PLUS                                     |                           | 1 /EA                      | 353060                       | CATHETER INTRAVENOUS (IV) 22 GAUGE X 1 IN 50/BX 4BX/CS PROTECTIV PLUS                            | ICU MEDICAL SALES, INC.          | 306001        | \$ 1.55      | 1/EA           | \$ 1.55                  |
| 203                             | CATHETER INTRAVENOUS (IV) 24 GAUGE X 0.75 IN 50/BX PROTECTIV PLUS                                  |                           | 1 /EA                      | 353063                       | CATHETER INTRAVENOUS (IV) 24 GAUGE X 0.75 IN 50/BX 4BX/CS PROTECTIV PLUS                         | ICU MEDICAL SALES, INC.          | 306301        | \$ 1.55      | 1/EA           | \$ 1.55                  |
| 204                             | CATHETER INTRAVENOUS (IV) LATEX FREE 20 GAUGE X 1.25 IN 50/BX 200/CS PROTECTIV                     |                           | 1 /EA                      | 353067                       | CATHETER INTRAVENOUS (IV) 20 GAUGE X 1 IN 50/BX 4BX/CS PROTECTIV PLUS                            | ICU MEDICAL SALES, INC.          | 306701        | \$ 1.55      | 1/EA           | \$ 1.55                  |



Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian Line ID | City of Midlothian Item Description                                                             | City of Midlothian Qty | City of Midlothian Unit | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                   | Vendor Name                           | Vendor Item # | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|-------------------------------------------------------------------------------------------------|------------------------|-------------------------|---------------------------|-------------------------------------------------------------------------------------------------------|---------------------------------------|---------------|--------------|-------------|-----------------------|
| 205                        | Curaplex IV Catheter, ClearSafe Comfort, 16 ga x 1 1/4 in, Safety or equivalent                 | 1                      | 1/EA                    | 1612-84220                | Curaplex IV Catheter, CuraSlide XC, 16 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs                           | MEDSOURCE INTERNATIONAL - IMPORT      | 1612-84220    | \$ 1.31      | 1/EA        | \$ 1.31               |
| 206                        | Curaplex IV Catheter, ClearSafe Comfort, 18 ga x 1 1/4 in, Safety or equivalent                 | 1                      | 1/EA                    | 1612-84230                | Curaplex IV Catheter, CuraSlide XC, 18 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs                           | MEDSOURCE INTERNATIONAL - IMPORT      | 1612-84230    | \$ 1.31      | 1/EA        | \$ 1.31               |
| 207                        | Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 1/4 in, Safety or equivalent                 | 1                      | 1/EA                    | 1612-84240                | Curaplex IV Catheter, CuraSlide XC, 20 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs                           | MEDSOURCE INTERNATIONAL - IMPORT      | 1612-84240    | \$ 1.31      | 1/EA        | \$ 1.31               |
| 208                        | Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety or equivalent                     | 1                      | 1/EA                    | 1612-84250                | Curaplex IV Catheter, CuraSlide XC, 22 ga x 1 in, Safety 50ea/bx 4bx/cs                               | MEDSOURCE INTERNATIONAL - IMPORT      | 1612-84250    | \$ 1.31      | 1/EA        | \$ 1.31               |
| 209                        | Curaplex IV Catheter, ClearSafe Comfort, 24 ga x 3/4 in, Safety or equivalent                   | 1                      | 1/EA                    | 1612-84260                | Curaplex IV Catheter, CuraSlide XC, 24 ga x 3/4 in, Safety 50ea/bx 4bx/cs                             | MEDSOURCE INTERNATIONAL - IMPORT      | 1612-84260    | \$ 1.31      | 1/EA        | \$ 1.31               |
| 210                        | Curaplex IV Guard IV Dressing, Breathable Foam Dressing or equivalent                           | 1                      | 1/EA                    | 36002HMS                  | Curaplex IV Guard IV Dressing, Breathable Foam Dressing 100/bx 5bx/cs                                 | ASP GLOBAL                            | 36002HMS      | \$ 18.60     | 100/BX      | \$ 0.19               |
| 211                        | Curaplex Pressure Infuser, Bag, 1000ml, or equivalent                                           | 1                      | 1/EA                    | 350310                    | Curaplex Pressure Infuser, Bag, 1000ml 5/bx 5bx/cs                                                    | ASP GLOBAL                            | 301-MTM310EA  | \$ 8.10      | 1/EA        | \$ 8.10               |
| 212                        | Ext Set, 6 in, w/1 Needleless Connector, Roberts Clamp, Luer Lock on Distal End                 | 1                      | 1/EA                    | 1714-31081                | Curaplex Extension Set, 8 in, Removable Sure-Lok, NeedleFree Connect, Rotating Male LL 50EA/CS        | AMSINO-CURAPLEX B. BRAUN MEDICAL INC. | AE3108-CUR    | \$ 0.86      | 1/EA        | \$ 0.86               |
| 213                        | Filter Straw 5u Filter 1 3/4 flexible straw                                                     | 1                      | 1/EA                    | 354150                    | FILTER STRAW FLEXIBLE WITH 5 MICRON FILTER 1.75 IN 100/CS                                             | B. BRAUN MEDICAL INC.                 | 415021        | \$ 0.60      | 1/EA        | \$ 0.60               |
| 214                        | IV Admin Set, 10 Drop, 83 in, Non-Vented (1) Pre-Pierced Y Site (1) Sure-Lok Needle-Free Y-Site | 1                      | 1/EA                    | 1712-10830                | Curaplex IV Admin Set, 10 Drop, 83in, Pre-Proc Y-Site, SLX Nidle-Free Y Site, Rotat Male LL 50EA/CS   | AMSINO-CURAPLEX                       | 108306-CUR    | \$ 1.00      | 1/EA        | \$ 1.00               |
| 215                        | IV Admin Set, Pediatric 83 in, 60 Drop, 1 Y-Site, 1 Valve                                       | 1                      | 1/EA                    | 1712-60830                | Curaplex IV Admin Set, 60Drop, 83in PP Y-Site, Sure-Lok Nidle-Free Y-Site, Rotat Male LL 1/EA 50EA/CS | AMSINO-CURAPLEX                       | 608306-CUR    | \$ 1.07      | 1/EA        | \$ 1.07               |
| 216                        | IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile                        | 1                      | 1/EA                    | 1920-01010                | IV flush syringe, Normal Saline, 10ml Prefilled in 10ml Syringe                                       | AMSINO INTERNATIONAL, INC.            | IVF1010TM     | \$ 0.36      | 1/EA        | \$ 0.36               |
| 217                        | IV Start Kit - IV Guard, Lock, Flush, 8in extension, alcohol prep, 2x2                          | 1                      | 1/EA                    | 8600-01284                | Curaplex IV Start kit (Curaplex Guard, Alcohol Flush)                                                 | PARENT PRODUCTION                     | 8600-01284    | \$ 1.70      | 1/EA        | \$ 1.70               |
| 218                        | Lancets, Unisirk 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple                           | 1                      | 1/EA                    | 2764-80328                | Curaplex Pressure Activated Safety Lancet 28G x 1.8MM, Orange 100EA/BX, 10BX/CS                       | ASP GLOBAL                            | 2764-80328    | \$ 5.50      | 100/BX      | \$ 0.06               |
| 219                        | Lancets, Unisirk 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow                            | 1                      | 1/EA                    | 675-A71002                | Lancets, Unisirk 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow 100/bx                           | OWEN MUNFORD INC                      | AT 1002       | \$ 16.30     | 100/BX      | \$ 0.16               |
| 220                        | Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism                      | 1                      | 1/EA                    | 1641-91830                | Hypodermic Needle, SafetyGlide, 18 ga x 1.5 in, with shielding mechanism 50ea/bx 10bx/cs              | BECTON DICKINSON                      | 305918        | \$ 0.40      | 1/EA        | \$ 0.40               |
| 221                        | Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism                        | 1                      | 1/EA                    | G4010                     | Hypodermic Needle, SafetyGlide, 21 ga x 1 inch, with shielding mechanism 50/bx 10bx/cs                | BECTON DICKINSON                      | 305915        | \$ 18.50     | 50/BX       | \$ 0.37               |
| 222                        | Syringe and Needle, 10cc, 21 ga x 1 1/2 inch                                                    | 1                      | 1/EA                    | 626253                    | Syringe and Needle, 10cc, 21 ga x 1 1/2 inch 100/bx 8bx/cs                                            | MANMOTH MEDICAL, INC.                 | 26253         | \$ 32.45     | 100/BX      | \$ 0.32               |
| 223                        | Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch                                      | 1                      | 1/EA                    | 11278                     | Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch 100ea/bx 10bx/cs                           | MANMOTH MEDICAL, INC.                 | 26044         | \$ 0.18      | 1/EA        | \$ 0.18               |
| 224                        | Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch                                      | 1                      | 1/EA                    | 30-26040BX                | Tuberculin syringe TB, EXEL, 1cc, 27 ga x 1/2 in, with detachable needle, luer slip, sterile 100/bx   | MANMOTH MEDICAL, INC.                 | 26040         | \$ 20.76     | 100/BX      | \$ 0.21               |
| 225                        | Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle                   | 1                      | 1/EA                    | 625779                    | Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle 300ea/cs (50/bx)        | BECTON DICKINSON                      | 305779        | \$ 0.35      | 1/EA        | \$ 0.35               |
| 226                        | Syringe and Safety Needle, BD 5cc LL w/Eclipse 23 ga x 1 in Detachable Needle                   | 1                      | 1/EA                    | 1632-21522                | Syringe and Safety Needle, Magellan, 3cc, 22 ga x 1 1/2 in Needle 50/bx 8bx/cs                        | MED PLUS SERVICES USA                 | 8881833215    | \$ 20.19     | 50/BX       | \$ 0.40               |
| 227                        | SYRINGE ONLY LUER LOCK 30CC                                                                     | 1                      | 1/EA                    | 1633-30430                | Syringe Only, 30cc, Luer Lock, 100ea/bx 6bx/cs                                                        | INC.                                  | 4617304F-02   | \$ 0.48      | 1/EA        | \$ 0.48               |
| 228                        | SYRINGE ONLY LUER LOCK 60CC                                                                     | 1                      | 1/EA                    | 620300                    | SYRINGE DISPOSABLE LUER LOCK 50-60CC 25/BX 6BX/CS                                                     | MANMOTH MEDICAL, INC.                 | 620300        | \$ 28.48     | 25/BX       | \$ 1.14               |
| 229                        | Syringe, Luer Lock, 30-35cc,                                                                    | 1                      | 1/EA                    | 1633-29030                | Syringe, Luer Lock, 30-35cc, 50ea/bx 5bx/cs                                                           | MANMOTH MEDICAL, INC.                 | 26290         | \$ 0.66      | 1/EA        | \$ 0.66               |
| 230                        | Tourniquet (non latex) individual rolled                                                        | 1                      | 1/EA                    | 1841-14000                | Curaplex Tourniquet 1 in x 18 in, Blue, Rolled, Latex-Free 250/BG 28G/CS                              | ASP GLOBAL                            | 1841-14000    | \$ 19.88     | 250/BG      | \$ 0.08               |
| 231                        | VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK                                                    | 1                      | 1/EA                    | 353367                    | VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK                                                          | BECTON DICKINSON                      | 303367        | \$ 0.32      | 1/EA        | \$ 0.32               |
| 232                        | 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15      | 1                      | 1/EA                    | 2743-02011                | 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15            | STRYKER                               | 11111-000020  | \$ 470.86    | 1/EA        | \$ 470.86             |

Item List for City of Midlothian  
Medical Supplies  
Bid No. : 2025-28

| City of Midlothian Line ID | City of Midlothian Item Description                                                                 | City of Midlothian Qty | City of Midlothian Unit | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                  | Vendor Name                 | Vendor Item # | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|-----------------------------------------------------------------------------------------------------|------------------------|-------------------------|---------------------------|------------------------------------------------------------------------------------------------------|-----------------------------|---------------|--------------|-------------|-----------------------|
| 233                        | 6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15                                      | 1                      | 1/EA                    | 2743-02211                | 6-WIRE PRECORDIAL LEADS FOR 12-LEAD ECG CABLE FOR LP12 AND LP15, LIFEPAK 12, LIFEPAK 15              | STRYKER                     | 111111-000022 | \$ 201.60    | 1/EA        | \$ 201.60             |
| 234                        | ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio-Control LP15 or equivalent                    | 1                      | 1/EA                    | 2745-10108                | Curaplex ECG Chart Paper, Thermal, 108mm, Red Grid, for LP11, LP12, LP15, LP35, 1/RL 60RL/CT         | ASP GLOBAL                  | 2745-10108    | \$ 2.21      | 1/RL        | \$ 2.21               |
| 235                        | ECG 12-LEAD SIMULATOR FOR PHYSIO                                                                    | 1                      | 1/EA                    | 9851-001                  | Physio-Control CS1201 ECG Code Simulator, 12 Lead (LP12, LP15, LP20)                                 | SYMBIO CORPORATION          | 9851-001      | \$ 728.26    | 1/EA        | \$ 728.26             |
| 236                        | ECG 12-Lead Trunk Cable, 5ft L, 4 Wire Limb Leads (LP-15)                                           | 1                      | 1/EA                    | 2743-01811                | 4 WIRE LIMB LEAD W/12 LEAD CAPABILITY ECG 5ft TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15               | STRYKER                     | 111111-000018 | \$ 487.90    | 1/EA        | \$ 487.90             |
| 237                        | Electrodes, BlueSensor R, Adult, Foam 4/PK                                                          | 1                      | 1/EA                    | 230004                    | Electrodes, BlueSensor R, Adult, Foam 4/PK 125PK/BX 28X/CS                                           | AMBU INC                    | R-00-S/4      | \$ 1.18      | 4/PK        | \$ 0.30               |
| 238                        | Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PK                                       | 1                      | 1/EA                    | 230005                    | Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10PK 200PK/CS                                | AMBU INC.                   | SP-00-S/10    | \$ 2.33      | 10/PK       | \$ 0.23               |
| 239                        | Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 4/PK                                        | 1                      | 1/EA                    | 230008                    | Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 4/PK 250PK/CS                                | AMBU INC.                   | SP-00-S/4     | \$ 0.93      | 4/PK        | \$ 0.23               |
| 240                        | Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult, Foam 50/pk                                 | 1                      | 1/EA                    | 230500                    | Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult, Foam 50/PK 20pk/bx 2bx/cs                   | AMBU INC.                   | SP-00-S/50    | \$ 11.33     | 50/PK       | \$ 0.23               |
| 241                        | ETC02 Sampling Line with Airway Adapter Intubated, Adult/Pediatric with 7ft tubing                  | 1                      | 1/EA                    | 301-5107ET                | CURAPLEX CAPNOGRAPHY ADULT/PEDIATRIC 7FT ETC02 SAMPLING LINE W/ AIRWAY ADAPTER INTUBATED 25/CS       | AIRLIFE-CURAPLEX            | 301-5107ET    | \$ 6.10      | 1/EA        | \$ 6.10               |
| 242                        | ETC02/02 Dual Sampling Nasal Cannula with Universal Connector (Adult)                               | 1                      | 1/EA                    | 301-5707F-SE              | CURAPLEX CAPNOGRAPHY ADULT 7FT ETC02 ORAL-NASAL CANNULA 25/CS                                        | AIRLIFE-CURAPLEX            | 301-5707F-SE  | \$ 6.20      | 1/EA        | \$ 6.20               |
| 243                        | ETC02/02 Dual Sampling Nasal Cannula with Universal Connector (Pediatric)                           | 1                      | 1/EA                    | 301-5207F-SE              | Curaplex, Pediatric ETC02/02 Dual Capnography Sampling Nasal Cannula with Universal Connector, 25/CS | AIRLIFE-CURAPLEX            | 301-5207F-SE  | \$ 7.00      | 1/EA        | \$ 7.00               |
| 244                        | LIFEPAK 15 Basic Carry Case with right and left pouches                                             | 1                      | 1/EA                    | 2748-00277                | Carrying Case, for LifePak 15, Incl Right Pouch and Left Pouch                                       | STRYKER                     | 11577-000002  | \$ 435.54    | 1/EA        | \$ 435.54             |
| 245                        | LIFEPAK 15 Carry case back pouch                                                                    | 1                      | 1/EA                    | 2748-03960                | Back Pouch for the LifePak 15                                                                        | STRYKER                     | 11260-000039  | \$ 109.96    | 1/EA        | \$ 109.96             |
| 246                        | LIFEPAK 15 Carry case top pouch                                                                     | 1                      | 1/EA                    | 230267                    | CARRY CASE TOP POUCH FOR LP12 AND LP 15 CASE, LIFEPAK 12/15                                          | STRYKER                     | 11220-000028  | \$ 74.45     | 1/EA        | \$ 74.45              |
| 247                        | LIFEPAK 15 Shoulder Strap                                                                           | 1                      | 1/EA                    | 2526-57701                | Shoulder Strap for the LifePak15                                                                     | STRYKER                     | 11577-000011  | \$ 51.45     | 1/EA        | \$ 51.45              |
| 248                        | LUCAS Hard Shell Carrying Case                                                                      | 1                      | 1/EA                    | 2530-81000                | Lucas Carrying Case, Hard Shell                                                                      | STRYKER                     | 11576-000094  | \$ 560.31    | 1/EA        | \$ 560.31             |
| 249                        | LUCAS Patient Straps                                                                                | 1                      | 1/EA                    | 4510-76750                | Patient Strap, Secures Pk Arms to Support Legs of LUCAS 2 1/pr                                       | STRYKER                     | 11576-000050  | \$ 130.95    | 1/PR        | \$ 130.95             |
| 250                        | LUCAS, Stabilization Strap for Lucas 1, 2, and 3                                                    | 1                      | 1/EA                    | 4510-76075                | Stabilizing Neck Strap, Lucas Device, 4/PK                                                           | STRYKER                     | 21576-000075  | \$ 355.32    | 4/PK        | \$ 88.83              |
| 251                        | LUCAS Suction Cups, for LUCAS 2 and 3 Disposable 3/pk                                               | 1                      | 1/EA                    | 4510-04676                | Suction Cups, for LUCAS 2 and 3 Disposable 3/pk                                                      | STRYKER                     | 11576-000046  | \$ 175.02    | 3/PK        | \$ 58.34              |
| 252                        | Maximo SET Rainbow Compatible Cable, 4 ft                                                           | 1                      | 1/EA                    | 2743-02406                | Maximo Rainbow Compatible Cable for SpO2, 4 ft No Warranty                                           | MASIMO                      | 2406          | \$ 98.80     | 1/EA        | \$ 98.80              |
| 253                        | Maximo Rainbow DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable | 1                      | 1/EA                    | 2712-26983                | Maximo Rainbow DCI, Adult Reusable Sensor, 20-pin Connector, 3 ft, SpCO, SpMet, SpO2                 | MASIMO                      | 2696          | \$ 555.45    | 1/EA        | \$ 555.45             |
| 254                        | 3ft for use with RC Patient Cable                                                                   | 1                      | 1/EA                    | 2743-02069                | Sensor, Rainbow Direct Connect, Pediatric, 3 Foot DCIP, SpO2, SpCO, SpMet (methemoglobin)            | MASIMO                      | 2069          | \$ 862.11    | 1/EA        | \$ 862.11             |
| 255                        | Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent                                 | 1                      | 1/EA                    | 2750-57711                | Mobile Battery Charger, for the LifePak 15 LP15                                                      | STRYKER                     | 11577-000011  | \$ 2,570.54  | 1/EA        | \$ 2,570.54           |
| 256                        | Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent                            | 1                      | 1/EA                    | 16384                     | Curaplex Select Multi-Function Defib Pads, Physio-Control Adult/Child >10KG/22LBS 10pr/cs            | NISSHA MEDICAL TECHNOLOGIES | 6600205H      | \$ 18.06     | 1/PR        | \$ 18.06              |
| 257                        | NIBP Cuff-Reusable with Bayonet Connector, Adult                                                    | 1                      | 1/EA                    | 16383                     | Curaplex Select Multi-Function Defib Pads, Physio-Control Pediatric/Infant <10kg/22lb 10pr/cs        | TECHNOLOGIES                | 6600201H      | \$ 19.05     | 1/PR        | \$ 19.05              |
| 258                        | NIBP Cuff-Reusable with Bayonet Connector, Child                                                    | 1                      | 1/EA                    | 2615-63501                | BP Cuff, Ultracheck, Adult, Reusable, Single Tube w/Male Bayonet Fitting Sea/bx                      | SPACELABS                   | US2615HP-05   | \$ 10.28     | 1/EA        | \$ 10.28              |
| 259                        | NIBP Cuff-Reusable with Bayonet Connector, Infant                                                   | 1                      | 1/EA                    | 2615-32003                | BP Cuff, Ultracheck, Child, Reusable, Single Tube w/Male Bayonet Fitting Sea/bx                      | SPACELABS                   | US1320HP-05   | \$ 7.35      | 1/EA        | \$ 7.35               |
| 260                        | NIBP Cuff-Reusable with Bayonet Connector, Large Adult                                              | 1                      | 1/EA                    | 2615-81409                | BP Cuff, Ultracheck, Infant, Reusable, Single Tube w/Male Bayonet Fitting Sea/bx                     | SPACELABS                   | US0814HP-05   | \$ 6.45      | 1/EA        | \$ 6.45               |
| 261                        | NIBP Cuff-Reusable with Bayonet Connector, Small Adult                                              | 1                      | 1/EA                    | 2615-24212                | BP Cuff, Ultracheck, LG Adult, Reusable, Single Tube w/Male Bayonet Fitting Sea/bx                   | SPACELABS                   | US3242HP-05   | \$ 11.55     | 1/EA        | \$ 11.55              |
| 262                        | NIBP Tubing Coiled (Physio)                                                                         | 1                      | 1/EA                    | 2615-82619                | BP Cuff, Ultracheck, SM Adult, Reusable, Single Tube w/Male Bayonet Fitting Sea/bx                   | SPACELABS                   | US1826HP-05   | \$ 9.35      | 1/EA        | \$ 9.35               |
| 263                        | SENSOR, MASIMO LNC5 ADTX, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG                   | 1                      | 1/EA                    | 2613-28148                | NIBP Tubing, Coiled Hose, Bayonet, for the LifePak 15                                                | STRYKER                     | 21300-008148  | \$ 114.35    | 1/EA        | \$ 114.35             |
| 264                        | Sensors, Masimo SET M-LNCS Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable      | 1                      | 1/EA                    | No Bid                    | Not Bidding On This Item                                                                             | No Bid                      | No Bid        | No Bid       | No Bid      | No Bid                |
| 265                        | Sensors, Masimo SET M-LNCS Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable      | 1                      | 1/EA                    | 2712-04126                | SENSOR, MASIMO LNC5 ADTX, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG 20EA/CS            | VYAIRE MEDICAL              | 1859          | \$ 12.92     | 1/EA        | \$ 12.92              |
| 266                        | Sensors, Masimo SET M-LNCS Infant, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable          | 1                      | 1/EA                    | 2712-03911                | Sensors, Masimo SET M-LNCS Adult, Adhesive, Disp, for use w/RC (Rainbow) Pt Cable 20/bx              | MASIMO                      | 2508          | \$ 12.92     | 1/EA        | \$ 12.92              |
| 267                        | Sensors, Masimo SET M-LNCS Pediatric, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable       | 1                      | 1/EA                    | 2712-25120                | Masimo SET M-LNCS SpO2 Sensor, Adhesive, Disposable, Infant 1/EA 20EA/BX                             | MASIMO                      | 2512          | \$ 15.50     | 1/EA        | \$ 15.50              |
| 268                        | Sensors, Masimo SET M-LNCS Pediatric, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable       | 1                      | 1/EA                    | 2712-40171                | Sensors, Masimo SET M-LNCS, Pedi, Adh, Disp, use w/RC (Rainbow or SpO2 only) Pt Cable 20/b           | MASIMO                      | 2510          | \$ 12.97     | 1/EA        | \$ 12.97              |



Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian Item ID | City of Midlothian Item Description                                                    | City of Midlothian Qty | City of Midlothian Unit | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                   | Vendor Name                  | Vendor Item # | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|----------------------------------------------------------------------------------------|------------------------|-------------------------|---------------------------|-------------------------------------------------------------------------------------------------------|------------------------------|---------------|--------------|-------------|-----------------------|
| 269                        | Sensor, Masimo M-LNCS Neonatal/Adult Single Use Adhesive SpO2 sensor                   | 1                      | 1/EA                    | 2712-51418                | M-LNCS Sensor with Replaceable Tape, Neonatal/Adult, SpO2                                             | MASIMO                       | 2514          | \$ 15.50     | 1/EA        | \$ 15.50              |
| 270                        | Sensors, Masimo M-LNCS DB-1, Adult Reusable, Soft SpO2 sensor                          | 1                      | 1/EA                    | 2712-25071                | Sensor, M-LNCS DB-1, Adult Reusable, 3 foot                                                           | MASIMO                       | 2507          | \$ 189.45    | 1/EA        | \$ 189.45             |
| 271                        | Sensors, Masimo M-LNCS DCI Adult Reusable SpO2                                         | 1                      | 1/EA                    | 2712-25010                | Sensor, Masimo M-LNCS DCI SpO2 Adult Sensor, Reusable                                                 | MASIMO                       | 2501          | \$ 159.50    | 1/EA        | \$ 159.50             |
| 272                        | Sensor, Masimo M-LNCS DCIP Pediatric Reusable SpO2 sensor                              | 1                      | 1/EA                    | 2712-25020                | Sensor, Masimo M-LNCS DCIP Pedi Sensor, Reusable                                                      | MASIMO                       | 2502          | \$ 189.45    | 1/EA        | \$ 189.45             |
| 273                        | Sensor, Masimo Rainbow DCI Adult Reusable Sensor                                       | 1                      | 1/EA                    | 2712-26963                | Masimo Rainbow DCI, Adult Reusable Sensor, 20-pin Connector, 3 ft, SpCO, SpMet, SpO2                  | MASIMO                       | 2696          | \$ 565.45    | 1/EA        | \$ 565.45             |
| 274                        | SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100/BOX | 1                      | 1/EA                    | 177268                    | Microstream Advance, Adult, Oral/Nasal, Non-Intubated, w/ Female O2 Connector, Short Term Use, 6.5ft  | MEDTRONIC (COVIDIEN)         | MVAO100U      | \$ 8.38      | 1/EA        | \$ 8.38               |
| 275                        | SMART CAPNOLINE, PEDIATRIC, NON INTUBATED, ORAL NASAL W/O2YGEN TUBING 25/BOX           | 1                      | 1/EA                    | 177669                    | Microstream Advance, Pedi, Oral/Nasal, Non-Intubated, w/ Female O2 Connector, Short Term Use, 6.5ft   | MEDTRONIC (COVIDIEN)         | MWPO          | \$ 9.96      | 1/EA        | \$ 9.96               |
| 276                        | LP-35 4 wire ECG cable 5ft                                                             | 1                      | 1/EA                    | 2743-03611                | Lifepak 35 4-Wire ECG Cable, 1.52m (5ft), AHA                                                         | STRYKER                      | 11111-000036  | \$ 482.30    | 1/EA        | \$ 482.30             |
| 277                        | LP-35 4 wire ECG cable 8ft                                                             | 1                      | 1/EA                    | 2743-03511                | LIFEPAK 4-Wire ECG Cable, 2.44 m (8 ft), AHA                                                          | STRYKER                      | 11111-000035  | \$ 487.05    | 1/EA        | \$ 487.05             |
| 278                        | LP-35 5 wire ECG cable 8ft                                                             | 1                      | 1/EA                    | 2743-02011                | 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15            | STRYKER                      | 11111-000020  | \$ 504.86    | 1/EA        | \$ 504.86             |
| 279                        | LP-35 3wire ECG cable 8ft                                                              | 1                      | 1/EA                    | *11111-000031             | LP-35 3wire ECG cable 8ft                                                                             | STRYKER                      | 11111-000031  | \$ 322.20    | 1/EA        | \$ 322.20             |
| 280                        | LP-35 Lifepak 6 wire expandable precordial ECG cable                                   | 1                      | 1/EA                    | 2743-03711                | Lifepak 35 6-Wire Expandable Precordial ECG Cable, AHA                                                | STRYKER                      | 11111-000037  | \$ 310.26    | 1/EA        | \$ 310.26             |
| 281                        | LP-35 Lifepak 3 wire expandable precordial ECG cable                                   | 1                      | 1/EA                    | 2743-04111                | Lifepak 35 3-Wire Expandable Precordial ECG Cable                                                     | STRYKER                      | 11111-000041  | \$ 110.70    | 1/EA        | \$ 110.70             |
| 282                        | LP-35 Lifepak Therapy Cable                                                            | 1                      | 1/EA                    | 2743-09113                | Lifepak 35 Therapy Cable                                                                              | STRYKER                      | 11113-000008  | \$ 445.70    | 1/EA        | \$ 445.70             |
| 283                        | LP-35 RD EMS patient cable 4ft                                                         | 1                      | 1/EA                    | 2743-04792                | Masimo RD Rainbow Set, EMS Patient Cable, 4 ft, MD-20                                                 | MASIMO                       | 4792          | \$ 247.65    | 1/EA        | \$ 247.65             |
| 284                        | LP-35 RD Patient Cable (5ft)                                                           | 1                      | 1/EA                    | 2743-04072                | Masimo RD Rainbow Set, Patient Cable, 5 ft, MD20-05                                                   | MASIMO                       | 4072          | \$ 155.95    | 1/EA        | \$ 155.95             |
| 285                        | LP-35 RD Patient Cable (12ft)                                                          | 1                      | 1/EA                    | 2743-04079                | Masimo RD Rainbow SET, Rainbow 25-pin, Right Angle Patient Cable, 12 ft, P425-12                      | MASIMO                       | 4079          | \$ 191.15    | 1/EA        | \$ 191.15             |
| 286                        | Masimo M-LNCS reusable sensor- (Adult)                                                 | 1                      | 1/EA                    | 2712-25071                | Sensor, M-LNCS DB-1, Adult Reusable, 3 foot                                                           | MASIMO                       | 2507          | \$ 182.15    | 1/EA        | \$ 182.15             |
| 287                        | Masimo M-LNCS reusable sensor- (Pedi)                                                  | 1                      | 1/EA                    | 2712-25020                | Sensor, Masimo M-LNCS DCIP Pedi Sensor, Reusable                                                      | MASIMO                       | 2502          | \$ 182.15    | 1/EA        | \$ 182.15             |
| 288                        | Masimo RD Set Adhesive Sensors -20/box (Adult)                                         | 1                      | 1/EA                    | 2712-04000                | RD SET Adult SpO2 Adhesive Sensor, 20/BOX                                                             | MASIMO                       | 4000          | \$ 241.90    | 20/BOX      | \$ 12.10              |
| 289                        | Masimo-RD Set Adhesive Sensors-20/box (Pedi)                                           | 1                      | 1/EA                    | 2712-04001                | RD SET PDT Pediatric SpO2 Adhesive Sensor, 20/BOX                                                     | MASIMO                       | 4001          | \$ 250.19    | 20/BOX      | \$ 12.51              |
| 290                        | Masimo RD Set Adhesive Sensors -20/box (Neo/Adult)                                     | 1                      | 1/EA                    | 2712-71063                | Sensor, Masimo RD Set, M-LNCS, Neo/Adult (Less than 3kg, more than 40kg), Adh, Disp, CS-2 20ea/box    | STRYKER                      | 11171-000063  | \$ 27.22     | 1/EA        | \$ 27.22              |
| 291                        | Masimo RD Set Adhesive Sensors-20/box (Infant)                                         | 1                      | 1/EA                    | 2712-04472                | SpO2 Sensor, Masimo RD SET CS-2, Infant, Adhesive 20ea/cs                                             | MASIMO                       | 4472          | \$ 15.20     | 1/EA        | \$ 15.20              |
| 292                        | Masimo Rainbow reusable sensor- (Adult)                                                | 1                      | 1/EA                    | 2712-96519                | LTQ QTY - Sensor, MASIMO LNCS-II Rainbow Sensor, Adult, Reusable, DCIP, SpCO, SpMet                   | STRYKER                      | 11996-000519  | \$ 762.23    | 1/EA        | \$ 762.23             |
| 293                        | Masimo Rainbow reusable sensor (Pedi)                                                  | 1                      | 1/EA                    | 2712-26973                | Masimo Rainbow DCIP, Pediatric/Slender Digit Reusable Sensor, 20-pin Connector, 3 ft, SpCO/SpMet/SpO2 | MASIMO                       | 2697          | \$ 577.75    | 1/EA        | \$ 577.75             |
| 294                        | Masimo Rainbow adhesive sensors 10/box (Infant)                                        | 1                      | 1/EA                    | 2712-04036                | Sensor, Masimo RD Rainbow R25-L, Infant, Adhesive, SpCO, SpMet 10ea/box                               | MASIMO                       | 4036          | \$ 55.40     | 1/EA        | \$ 55.40              |
| 295                        | Masimo Rainbow adhesive sensors 10/box (Neo/Adult)                                     | 1                      | 1/EA                    | 2712-96518                | LTQ QTY - Sensor, Masimo RD Rainbow, Neo/Adult, SpCO, SpO2, SpMet, Adh, Disp 10ea/box                 | STRYKER                      | 11996-000518  | \$ 84.95     | 1/EA        | \$ 84.95              |
| 296                        | LNCS Right Angle Patient Cable                                                         | 1                      | 1/EA                    |                           | LNCS Series 25-pin SpO2 Patient Cable with Right Angle Connector, 4ft                                 | MASIMO                       | 3376          | \$ 275.50    | 1/EA        | \$ 275.50             |
| 297                        | Docking Station LP-35                                                                  | 1                      | 1/EA                    | 2743-03376                | Docking Station LP-35                                                                                 | STRYKER                      | 11330-000026  | \$ 3,062.60  | 1/EA        | \$ 3,062.60           |
| 298                        | Storage Bag Kit LP-35                                                                  | 1                      | 1/EA                    | *11330-000026             | Storage Bag Kit, incl Right, Left and Rear Bags, for use with the LIFEPAK 35 Monitor/Defibrillator    | STRYKER                      | 11335-000008  | \$ 543.84    | 1/EA        | \$ 543.84             |
| 299                        | Storage Bag LP-35 (Left Bag)                                                           | 1                      | 1/EA                    | 2748-13358                | Storage Bag LP-35 (Left Bag)                                                                          | STRYKER                      | 11260-000070  | \$ 192.33    | 1/EA        | \$ 192.33             |
| 300                        | Storage Bag LP-35 (Rear Bag)                                                           | 1                      | 1/EA                    | *11260-000070             | Storage Bag LP-35 (Rear Bag)                                                                          | STRYKER                      | 11260-000071  | \$ 192.33    | 1/EA        | \$ 192.33             |
| 301                        | Storage Bag LP-35 (Right Bag)                                                          | 1                      | 1/EA                    | *11260-000072             | Storage Bag LP-35 (Right Bag)                                                                         | STRYKER                      | 11260-000072  | \$ 192.33    | 1/EA        | \$ 192.33             |
| 302                        | Shoulder Strap LP-35                                                                   | 1                      | 1/EA                    | 2748-12673                | Shoulder Strap, for use with the LIFEPAK 35 Monitor/Defibrillator                                     | STRYKER                      | 11260-000073  | \$ 67.50     | 1/EA        | \$ 67.50              |
| 303                        | Test Load (Stryker)                                                                    | 1                      | 1/EA                    | 2746-36521                | Test Load for use w/QUIK-COMBO Therapy Cable                                                          | STRYKER                      | 21330-001365  | \$ 144.90    | 1/EA        | \$ 144.90             |
| 304                        | Acetaminophen (oral syringe) 160mg/5ml                                                 | 1                      | 1/EA                    | 0587-58                   | Childrens Acetaminophen 160mg, 5ml Prefilled Syringe, Grape 50/box                                    | CARDINAL HEALTH-PHARMA       | 5868419       | \$ 200.16    | 50/BOX      | \$ 4.00               |
| 305                        | Acetaminophen Injection 1000mg/100ml bag                                               | 1                      | 1/EA                    | 1911-01911EP              | B. BRAUN MEDICAL INC. Acetaminophen 1000mg/ 100ml premixed bag 24ea/cs                                | B. BRAUN MEDICAL INC.        | DA4100        | \$ 10.19     | 1/EA        | \$ 10.19              |
| 306                        | Adenosine 12mg Syringe                                                                 | 1                      | 1/EA                    | 0301-68                   | Adenosine 12mg, 4ml Luer Lock Syringe 10/BOX                                                          | SAGENT PHARMACEUTICALS, INC. | 0301-68       | \$ 265.50    | 10/BOX      | \$ 26.55              |
| 307                        | Adenosine 12MG val                                                                     | 1                      | 1/EA                    | 0318-04                   | Adenosine 12mg, 4ml Val 10/box                                                                        | SAGENT PHARMACEUTICALS, INC. | 0318-04       | \$ 72.55     | 10/BOX      | \$ 7.25               |

Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian Line ID | City of Midlothian Item Description                                   | City of Midlothian Qty | City of Midlothian Unit | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                     | Vendor Name                         | Vendor Item # | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|-----------------------------------------------------------------------|------------------------|-------------------------|---------------------------|-----------------------------------------------------------------------------------------|-------------------------------------|---------------|--------------|-------------|-----------------------|
| 308                        | Adenosine 6mg Syringe                                                 | 1                      | 1/EA                    | 0301-67                   | Adenosine 6mg, 2ml Luer Locking PFS 10ea/bx                                             | SAGENT PHARMACEUTICALS, INC.        | 0301-67       | \$ 175.25    | 10/BX       | \$ 17.53              |
| 309                        | Adenosine 6mg Vial                                                    | 1                      | 1/EA                    | 0318-02                   | Adenosine 6mg, 2ml Vial 10 / bx                                                         | SAGENT PHARMACEUTICALS, INC.        | 0318-02       | \$ 40.80     | 10/BX       | \$ 4.08               |
| 310                        | ALBUTEROL 2.5MG, 0.83MG/MG, 3ML UNIT DOSE, INDIVIDUALLY WRAPPED 30/BX | 1                      | 1/EA                    | 379501                    | ALBUTEROL 0.083%, 2.5MG, 3ML UNIT DOSE, INDIVIDUALLY WRAPPED 30/BX                      | NEPHRON PHARMACEUTICALS CORPORATION | 0487-9501-01  | \$ 9.78      | 30/BX       | \$ 0.33               |
| 311                        | AMIODARONE 150MG 3ML VIAL                                             | 1                      | 1/EA                    | 0616-03                   | AMIODARONE 150MG 3ML VIAL 25EA/ PK 30/KCS                                               | FRESENIUS                           | 63323-0616-03 | \$ 62.78     | 25/PK       | \$ 2.51               |
| 312                        | Aspirin 81mg Chewable, Orange Flavor 36/Bottle                        | 1                      | 1/EA                    | 913116                    | Aspirin 81mg Chewable, Orange Flavor 36/Bottle                                          | GERI-CARE                           | 911-316       | \$ 0.74      | 36/BT       | \$ 0.02               |
| 313                        | ATROPINE 1MG 10ML LIFESHIELD SYRINGE 1006A                            | 1                      | 1/EA                    | 1705-07                   | Atropine 0.5mg, 5ml 10/bx                                                               | CARDINAL HEALTH-PHARMA              | 5767686       | \$ 120.82    | 10/BX       | \$ 12.08              |
| 314                        | ATROPINE 1MG 10ML Luer JET 1006B                                      | 1                      | 1/EA                    | 371006                    | ATROPINE 1MG 10ML Luer JET 1006B 10EA/ PK                                               | IMS LIMITED                         | 7632933401    | \$ 132.88    | 10/PK       | \$ 13.29              |
| 315                        | ATROPINE 1MG 10ML                                                     | 1                      | 1/EA                    | 461630-10                 | Atropine 1mg 10ml Ansyr PFS 10EA/BX                                                     | PIZIER INC.                         | 00409-1630-10 | \$ 129.20    | 10/BX       | \$ 12.92              |
| 316                        | CALCIUM CHLORIDE 1GM 10ML LIFESHIELD SYRINGE                          | 1                      | 1/EA                    | 3731010                   | CALCIUM CHLORIDE 1GM 10ML ANSYR SYRINGE 1010C                                           | PIZIER INC.                         | 00409-1631-10 | \$ 159.38    | 10/BX       | \$ 15.96              |
| 317                        | CALCIUM CHLORIDE 1GM 10ML (IMS)                                       | 1                      | 1/EA                    | 373304                    | Calcium Chloride 1gm, 10ml Luer Jet 1010B 10/BX                                         | IMS LIMITED                         | 7632933041    | \$ 127.00    | 10/BX       | \$ 12.70              |
| 318                        | CALCIUM CHLORIDE 1GM 10ML LUERJET                                     | 1                      | 1/EA                    | 373304                    | Calcium Chloride 1gm, 10ml Luer Jet 1010B 10/BX                                         | IMS LIMITED                         | 7632933041    | \$ 127.00    | 10/BX       | \$ 12.70              |
| 319                        | Cefazolin, 1gm val                                                    | 1                      | 1/EA                    | 237-10                    | Cefazolin 1gm Vial 25/PK                                                                | FRESENIUS                           | 23710         | \$ 55.43     | 25/PK       | \$ 2.22               |
| 320                        | Cyanokit kit 5gm 1per kit                                             | 1                      | 1/EA                    | 0310-11                   | Cyanokit kit 5gm 1per kit                                                               | BTG INTERNATIONAL, INC.             | 0310-11       | \$ 1,310.48  | 1/EA        | \$ 1,310.48           |
| 321                        | DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C                           | 1                      | 1/EA                    | 373715                    | DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C 10EA/BX                                     | PIZIER INC.                         | 00409-7517-16 | \$ 247.71    | 10/BX       | \$ 24.77              |
| 322                        | DEXTROSE 50% 25GM, 50ML Luer JET 1013B                                | 1                      | 1/EA                    | 373301                    | DEXTROSE 50% 25GM, 50ML Luer JET 1013B 10EA/ PK                                         | IMS LIMITED                         | 7632933021    | \$ 225.50    | 10/PK       | \$ 22.55              |
| 323                        | Dextrose D10 250cc                                                    | 1                      | 1/EA                    | 1921-16217                | IV Solution, Dextrose 10% 250ml Bag 36ea/cs Baxter                                      | BAXTER HEALTHCARE-DMG               | 280162Q       | \$ 6.81      | 1/EA        | \$ 6.81               |
| 324                        | Diltiazem, 25mg, 5ml Val *Refrigerate*                                | 1                      | 1/EA                    | 6013-10                   | Diltiazem, 25mg, 5ml Val *Refrigerate* 10ea/box                                         | USA INC                             | 0641601310    | \$ 40.00     | 10/BX       | \$ 4.00               |
| 325                        | DIPHENHYDRAMINE 50MG/ML 1ML SDV BENADRYL                              | 1                      | 1/EA                    | 101-25                    | Diphenhydramine 50mg, 1ml vial 25/BX                                                    | PHARMACEUTICALS, INC.               | 72485-101-25  | \$ 25.00     | 25/BX       | \$ 1.00               |
| 326                        | Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A                 | 1                      | 1/EA                    | 373316                    | Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk                                   | IMS LIMITED                         | 7632933181    | \$ 145.38    | 10/PK       | \$ 14.54              |
| 327                        | Epinephrine 1:10000, 1mg, 10ml                                        | 1                      | 1/EA                    | 373316                    | Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk                                   | IMS LIMITED                         | 7632933181    | \$ 145.38    | 10/PK       | \$ 14.54              |
| 328                        | Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B                         | 1                      | 1/EA                    | 373316                    | Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk                                   | IMS LIMITED                         | 7632933181    | \$ 145.38    | 10/PK       | \$ 14.54              |
| 329                        | Epinephrine:1:000                                                     | 1                      | 1/EA                    | 0159-25EA                 | Adrenalin (Epinephrine) 1mg, 1ml (1:1000) Vial 25ea/pk                                  | CARDINAL HEALTH-PHARMA              | 4905352       | \$ 438.50    | 25/PK       | \$ 17.54              |
| 330                        | Enalaprilat 1.25mg/ml 1ml val                                         | 1                      | 1/EA                    | 9787-10                   | Enalaprilat 1.25mg, 1ml Vial 10ea/bx                                                    | PHARMACEUTICALS USA INC             | 0143978710    | \$ 66.36     | 10/BX       | \$ 6.64               |
| 331                        | Etomidate 2mg/ml 10ml val                                             | 1                      | 1/EA                    | 0221-10                   | Etomidate 20mg, 10ml vial 10/bx                                                         | AMERSOURCE BERGENSCORPA             | 10175498      | \$ 35.82     | 10/BX       | \$ 3.58               |
| 332                        | Fentanyl 100mg/1ml val                                                | 1                      | 1/EA                    | 6027-25                   | C2 Fentanyl, 0.05mg/ml, 2ml Vial, 25/Bx with Safety Seal                                | PHARMACEUTICALS USA INC             | 0641602725    | \$ 59.87     | 25/BX       | \$ 2.39               |
| 333                        | Furosemide 40mg val                                                   | 1                      | 1/EA                    | 6102-04                   | *MFG B/O - USE 6102-04* FUROSEMIDE 40MG 4ML ANSYR SYRINGE 1020C 10EA/BX                 | PIZIER INC.                         | 00409-6102-04 | \$ 92.52     | 25/BX       | \$ 3.70               |
| 334                        | Furosemide 40mg syringe                                               | 1                      | 1/EA                    | 0186063501                | Glucagon 1mg, 1ml vial kit with 1ml Sterile Water                                       | PIZIER INC.                         | 00409-9631-04 | \$ 169.49    | 10/BX       | \$ 16.95              |
| 335                        | Glucagon 1mg, 1ml val kit with 1ml Sterile Water                      | 1                      | 1/EA                    | 0593-03                   | Glucagon 1mg, 1ml vial kit with 1ml Sterile Water                                       | FRESENIUS                           | 63323-593-03  | \$ 191.28    | 1/EA        | \$ 191.28             |
| 336                        | Glucagon, 1mg Lily Red Kit                                            | 1                      | 1/EA                    | 0582-82                   | Glucagon 1mg Emergency Kit                                                              | FRESENIUS                           | 63323-582-82  | \$ 242.46    | 1/EA        | \$ 242.46             |
| 337                        | Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)                | 1                      | 1/EA                    | 664389                    | Glucose Gel Strawberry 15gm 15pack Spkcs Will affect patients with strawberry allergies | LIFE NUTRITION, LLC                 | 4389          | \$ 21.15     | 15/PK       | \$ 1.41               |
| 338                        | Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)                     | 1                      | 1/EA                    | 664365                    | Glucose Gel, Orange, 15gm 15/pack, 5pk/cs                                               | LIFE NUTRITION, LLC                 | 4385          | \$ 21.09     | 15/PK       | \$ 1.41               |
| 339                        | HALOPERIDOL 5MG 1ML VIAL                                              | 1                      | 1/EA                    | 0426-12                   | Haloperidol 5mg, 1ml val 25EA/BX                                                        | CAPITAL WHOLESALE DRUG              | 704261        | \$ 30.88     | 25/BX       | \$ 1.23               |
| 340                        | Heparin 5000u/1ml val                                                 | 1                      | 1/EA                    | A62723-01C                | HEPARIN SODIUM 5,000U/1ML VIAL (25/BOX)                                                 | PIZIER INC.                         | 00409-2723-01 | \$ 63.14     | 25/BX       | \$ 2.53               |
| 341                        | Heparin pre-mixed 250 or 500cc bag                                    | 1                      | 1/EA                    | 7620-03                   | Heparin 1,000 USP Units, 500ml in 0.9% Saline for Inj 18EA/CS                           | PIZIER INC.                         | 0409762003    | \$ 119.00    | 18/CS       | \$ 6.61               |
| 342                        | IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED           | 1                      | 1/EA                    | 379801                    | IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED 30/BX                       | PHARMACEUTICALS CORPORATION         | 0487-9801-01  | \$ 9.88      | 30/BX       | \$ 0.33               |



Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian Item ID | City of Midlothian Item Description                                      | City of Midlothian Qty | City of Midlothian Unit | Bound Tree Medical Item # | Bound Tree Medical Item Description                                | Vendor Name                | Vendor Item # | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|--------------------------------------------------------------------------|------------------------|-------------------------|---------------------------|--------------------------------------------------------------------|----------------------------|---------------|--------------|-------------|-----------------------|
| 343                        | IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile | 1                      | 1/EA                    | 1920-01010                | IV Flush syringe, Normal Saline, 10ml Prefilled in 10ml Syringe    | AMSINO INTERNATIONAL, INC. | IVF10101TM    | \$ 0.33      | 1/EA        | \$ 0.33               |
| 344                        | IV Solution, Dextrose 10% 250ml Bag 36ea/cs Baxter                       | 1                      | 1/EA                    | 1921-16217                | IV Solution, Dextrose 10% 250ml Bag 36ea/cs Baxter                 | BAXTER HEALTHCARE-DMG      | 280162Q       | \$ 6.84      | 1/EA        | \$ 6.84               |
| 345                        | IV Solution, Dextrose 10% 250ml Bag 36ea/cs Bbraun                       | 1                      | 1/EA                    | 7520-20                   | IV Solution, Dextrose 10% 250ml Bag 24ea/cs                        | INC.                       | L5202         | \$ 3.02      | 1/EA        | \$ 3.02               |
| 346                        | IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs E8000               | 1                      | 1/EA                    | NAC11000                  | IV Solution, Sodium Chloride 0.9% 1000ml Bag 10ea/cs               | BECTON DICKINSON           | 1727170107    | \$ 2.99      | 1/EA        | \$ 2.99               |
| 347                        | IV Solution, Sodium Chloride 0.9% 1000ml Bag 14ea/cs                     | 1                      | 1/EA                    | 601324X                   | IV Solution, Sodium Chloride 0.9% 1000ml Bag 14ea/cs               | DMG                        | 281324X       | \$ 5.80      | 1/EA        | \$ 5.80               |
| 348                        | IV Solution, Sodium Chloride 0.9% 250ml Bag 24ea/cs B Braun L8002        | 1                      | 1/EA                    | 358002                    | IV Solution, Sodium Chloride 0.9% 250ml Bag 24ea/cs B Braun L8002  | INC.                       | L8002         | \$ 3.18      | 1/EA        | \$ 3.18               |
| 349                        | IV Solution, Sodium Chloride 0.9% 250ml Bag 36ea/cs Baxter 281322Q       | 1                      | 1/EA                    | 601322                    | IV Solution, Sodium Chloride 0.9% 250ml Bag 36ea/cs Baxter 281322Q | BAXTER HEALTHCARE-DMG      | 281322Q       | \$ 5.20      | 1/EA        | \$ 5.20               |
| 350                        | IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs B Braun L8001        | 1                      | 1/EA                    | 358001                    | IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs B Braun L8001  | INC.                       | L8001         | \$ 3.25      | 1/EA        | \$ 3.25               |
| 351                        | Ketamine 50mg/ml, 10ml Vial                                              | 1                      | 1/EA                    | 9508-10                   | C3 Ketamine 50mg/ml, 10ml Vial 10/ box                             | HIKMA PHARMACEUTICALS      |               |              |             |                       |
| 352                        | Ketorolac 30mg/ml, 1ml vial                                              | 1                      | 1/EA                    | 3795-01                   | KETOROLAC 30MG/ML 1ML SDV 25EA/BX                                  | USA INC                    | 0143-9508-10  | \$ 8.02      | 10/BX       | \$ 8.02               |
| 353                        | LIDOCAINE 2% 100MG 5ML LUER JET 1026B or equivalent                      | 1                      | 1/EA                    | 373390                    | LIDOCAINE 2% 100MG 5ML LUER JET 1026B 10EA/ PK                     | PFIZER INC.                | 00409-3795-01 | \$ 11.10     | 25/BX       | \$ 0.44               |
| 354                        | Lorazepam 2mg/ml 1ml vial                                                | 1                      | 1/EA                    | 6044-25                   | C4 Lorazepam 2mg, 1ml Vial * Refrigerate * 25/Box                  | HIKMA PHARMACEUTICALS      | 0641604425    | \$ 40.80     | 25/BX       | \$ 1.63               |
| 355                        | Magnesium Sulfate 50% 5gm, 10ml vial                                     | 1                      | 1/EA                    | 064-11                    | Magnesium Sulfate 50% 5gm, 10ml vial 25EA/BX                       | PRESENIUS                  | 964011        | \$ 88.70     | 25/BX       | \$ 3.55               |
| 356                        | Midazolam 10mg/2ml vial                                                  | 1                      | 1/EA                    | 371113                    | C4 MIDAZOLAM 10MG, 2ML VIAL (5MG/ML) 10/BOX CS13 (VERSED)          | PFIZER INC.                | 00409-2308-02 | \$ 15.65     | 10/BX       | \$ 1.57               |
| 357                        | Morphine 10mg/1ml Vial                                                   | 1                      | 1/EA                    | 6127-25                   | C2 Morphine 10mg 1ml Vial 25/bx                                    | HIKMA PHARMACEUTICALS      |               |              |             |                       |
| 358                        | Morphine 4mg/1ml carpulect                                               | 1                      | 1/EA                    | 1891-01                   | C2 Morphine Sulfate 4mg/ml, 1ml PF CPl 10/bx                       | USA INC                    | 0641612725    | \$ 72.50     | 25/ BX      | \$ 2.90               |
| 359                        | NALOXONE 2MG 2ML LUER JET 1029B                                          | 1                      | 1/EA                    | 373369                    | NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS                            | PFIZER INC.                | 00409-1891-01 | \$ 24.85     | 10/ BX      | \$ 2.50               |
| 360                        | Nitroglycerin 0.4mg Tabs 25 per bottle                                   | 1                      | 1/EA                    | 0639-45                   | Nitroglycerin 0.4mg Tabs 25/bt 4bt/bx                              | IMS LIMITED                | 7632933691    | \$ 103.20    | 10/ C/S     | \$ 10.32              |
| 361                        | NitroMist 400 mcg Spray, 4.1 gm Bottle, 90 metered doses                 | 1                      | 1/EA                    | 241-50                    | Nitroglycerin 0.4mg Tabs 25/bt 4bt/bx                              | AMERSOURCE                 | 0639-45       | \$ 10.74     | 100/BX      | \$ 0.11               |
| 362                        | Norepinephrine 4mg, 4ml Ampule (1mg/ml)                                  | 1                      | 1/EA                    | 0983-17                   | Nitroglycerin Lingual (4.9gm) Pump Spray (60 metered doses)        | BERGEN/CENCORA             | 66993-241-50  | \$ 85.60     | 1/EA        | \$ 85.60              |
| 363                        | Ondansetron 4MG 2ML VIAL                                                 | 1                      | 1/EA                    | 6130-05                   | Norepinephrine 4mg, 4ml vial 10/bx                                 | CARDINAL HEALTH- PHARMA    | 5740626       | \$ 33.90     | 10/BX       | \$ 3.39               |
| 364                        | Ondansetron 4mg Orally Disintegrating Tablet 3x10UD                      | 1                      | 1/EA                    | 0390-10                   | Ondansetron 4mg, 2ml vial 25EA/BX                                  | CARDINAL HEALTH- PHARMA    | 5248596       | \$ 10.00     | 25/ BX      | \$ 0.40               |
| 365                        | PROMETHAZINE 25MG/ML 1ML AMP                                             | 1                      | 1/EA                    | 3157-83                   | Ondansetron 4mg Orally Disintegrating Tablet 3x10UD                | CAPITAL WHOLESale DRUG     | 996382        | \$ 2.40      | 30/ BX      | \$ 0.08               |
| 366                        | RACEMIC EPI 2.25% 0.5ML UNIT DOSE INDIVIDUALLY WRAPPED                   | 1                      | 1/EA                    | 375901                    | PROMETHAZINE 25MG/ML 1ML AMP 2098 25EA/BX                          | CAPITAL WHOLESale DRUG     | 263810        | \$ 63.87     | 25/ BX      | \$ 2.55               |
| 367                        | Rocuronium 10mg/ml, 10ml vial *REFRIGERATE*                              | 1                      | 1/EA                    | 7037-10                   | RACEMIC EPI 2.25% 0.5ML UNIT DOSE INDIVIDUALLY WRAPPED 30EA/BX     | NEPHRON PHARMACEUTICALS    | 0487-5901-99  | \$ 2.15      | 1/EA        | \$ 2.15               |
| 368                        | SODIUM BICARBONATE 7.5% 50ML LIFESHIELD SYRINGE 1033A                    | 1                      | 1/EA                    | 371035                    | Rocuronium 100mg, 10ml vial (10/bx) Refrigeration required         | CORPORATION                | 0409-7037-10  | \$ 87.22     | 10/ BX      | \$ 8.72               |
| 369                        | SODIUM BICARBONATE 8.4%                                                  | 1                      | 1/EA                    | 376625                    | Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B 10ea/ pk               | PFIZER INC.                | 00409-7037-10 | \$ 224.25    | 10/ PK      | \$ 22.43              |
| 370                        | Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B                              | 1                      | 1/EA                    | 371035                    | SODIUM BICARBONATE 8.4% SDV 50ML 25EA/BX                           | PFIZER INC.                | 00409-6625-14 | \$ 312.00    | 25/ BX      | \$ 12.48              |
| 371                        | SODIUM BICARBONATE 8.4% LIFESHIELD SYRNGE 1035A                          | 1                      | 1/EA                    | 371035                    | Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B 10ea/ pk               | IMS LIMITED                | 7632933521    | \$ 224.25    | 10/ PK      | \$ 22.43              |
| 372                        | Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivalent                         | 1                      | 1/EA                    | 0409-0047-22              | Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B 10ea/ pk               | IMS LIMITED                | 7632933521    | \$ 224.25    | 10/ PK      | \$ 22.43              |
| 373                        | Terbutaline 1mg, 1ml Vial                                                | 1                      | 1/EA                    | 974E-10EA                 | Solu-Medrol, 125mg, 2ml ACT-O-VIAL 25EA/BX                         | PFIZER INC.                | 00009-0047-22 | \$ 264.50    | 25/ BX      | \$ 10.58              |
| 374                        | Tranexamic Acid 100mg/ml, 10ml vial                                      | 1                      | 1/EA                    | 0166-41                   | Terbutaline 1mg, 1ml Vial 10ea/ bx                                 | HIKMA PHARMACEUTICALS      | 0143974610    | \$ 47.55     | 10/ BX      | \$ 4.76               |
| 375                        | Vecuronium 10mg/10ml vial                                                | 1                      | 1/EA                    | 0931-44                   | Tranexamic Acid 100mg/ml, 10ml vial 10EA/BX                        | CARDINAL HEALTH- PHARMA    | 509510        | \$ 30.40     | 10/ BX      | \$ 3.04               |
|                            |                                                                          |                        |                         |                           | Vecuronium 10MG 10ML VIAL (POWDER) 10EA/BX                         | CARDINAL HEALTH- PHARMA    | 5058045       | \$ 64.58     | 10/ BX      | \$ 6.46               |

Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian Line ID | City of Midlothian Item Description                                                                      | City of Midlothian Qty | City of Midlothian Unit | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                | Vendor Name                      | Vendor Item #  | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|----------------------------------------------------------------------------------------------------------|------------------------|-------------------------|---------------------------|----------------------------------------------------------------------------------------------------|----------------------------------|----------------|--------------|-------------|-----------------------|
| 376                        | Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent | 1                      | 1/EA                    | 533-MS-YK20EA             | Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing 20ea/cs | MEDSOURCE INTERNATIONAL - IMPORT | 81-YK20        | \$ 1.55      | 1/EA        | \$ 1.55               |
| 377                        | Curaplex Disposable Suction Canister, 1200cc or equivalent                                               | 1                      | 1/EA                    | 2212-11200                | Curaplex Disposable Suction Canister, 1200cc 1/EA 48EA/CS                                          | Bemis Manufacturing - Curaplex   | 2212-11200     | \$ 3.30      | 1/EA        | \$ 3.30               |
| 378                        | Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK                                                      | 1                      | 1/EA                    | 2743-80422                | Coaxial Vacuum Connector 33cm 12/PK                                                                | LAERDAL MEDICAL CORPORATION      | 780422         | \$ 16.55     | 12/PK       | \$ 1.38               |
| 379                        | LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL                                            | 1                      | 1/EA                    | L780020                   | LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL                                      | LAERDAL MEDICAL CORPORATION      | 78002001       | \$ 1,120.20  | 1/EA        | \$ 1,120.20           |
| 380                        | Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp. LF                  | 1                      | 1/EA                    | 36090                     | Curaplex Suction Catheter, 6 Fr, Whistle Tip and Thumb Control Port 50ea/cs                        | MEDSOURCE INTERNATIONAL - IMPORT | 36090          | \$ 0.21      | 1/EA        | \$ 0.21               |
| 381                        | Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp. LF                  | 1                      | 1/EA                    | 36091                     | Curaplex Suction Catheter, 8 Fr, Whistle Tip and Thumb Control Port 50ea/cs                        | MEDSOURCE INTERNATIONAL - IMPORT | 36091          | \$ 0.21      | 1/EA        | \$ 0.21               |
| 382                        | Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp. LF                 | 1                      | 1/EA                    | 36092                     | Curaplex Suction Catheter, 10 Fr, Whistle Tip and Thumb Control Port 50ea/cs                       | MEDSOURCE INTERNATIONAL - IMPORT | 36092          | \$ 0.21      | 1/EA        | \$ 0.21               |
| 383                        | Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp. LF                 | 1                      | 1/EA                    | 36093                     | Curaplex Suction Catheter, 12 Fr, Whistle Tip and Thumb Control Port 50ea/cs                       | MEDSOURCE INTERNATIONAL - IMPORT | 36093          | \$ 0.21      | 1/EA        | \$ 0.21               |
| 384                        | Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp. LF                 | 1                      | 1/EA                    | 36094                     | Curaplex Suction Catheter, 14 Fr, Whistle Tip and Thumb Control Port 50ea/cs                       | MEDSOURCE INTERNATIONAL - IMPORT | 36094          | \$ 0.21      | 1/EA        | \$ 0.21               |
| 385                        | Suction catheter, 16 Fr, coiled, w/whistle tip and thumb control port, sterile, disp. LF                 | 1                      | 1/EA                    | 36095                     | Curaplex Suction Catheter, 16 Fr, Whistle Tip and Thumb Control Port 50ea/cs                       | MEDSOURCE INTERNATIONAL - IMPORT | 36095          | \$ 0.21      | 1/EA        | \$ 0.21               |
| 386                        | Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp. LF                 | 1                      | 1/EA                    | 36096                     | Curaplex Suction Catheter, 18 Fr, Whistle Tip and Thumb Control Port 50ea/cs                       | MEDSOURCE INTERNATIONAL - IMPORT | 36096          | \$ 0.21      | 1/EA        | \$ 0.21               |
| 387                        | Curaplex Blanket, Fleece 60x90 blue                                                                      | 1                      | 1/EA                    | 17100MS                   | Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs                                        | ASP GLOBAL                       | 17100MS        | \$ 4.00      | 1/EA        | \$ 4.00               |
| 388                        | Curaplex Blanket, Polyester 40x80 gray                                                                   | 1                      | 1/EA                    | 3271-63802                | Curaplex Polyester Gray Blanket 40 in x 80 in, 10/CS                                               | ASP GLOBAL                       | 3271-63802     | \$ 28.00     | 10/CS       | \$ 2.80               |
| 389                        | Curaplex Patient Transporter 1200lb or greater capacity or equivalent                                    | 1                      | 1/EA                    | 3246-12345                | Curaplex Patient Transporter, 1800 lb Capacity, 14 Handles 10ea/cs                                 | ASP GLOBAL                       | 3246-12345     | \$ 13.35     | 1/EA        | \$ 13.35              |
| 390                        | Curaplex XPS Fitted Stretcher Sheet, 36" x 90", Fluid Resist 30/cs or equivalent                         | 1                      | 1/EA                    | 3271-62602                | Curaplex XPS Fitted Sheet, 36 in x 90 in, Light Blue, 400lbs weight rating, 96gsm 30/CS            | ASP GLOBAL                       | 3271-62602     | \$ 54.00     | 30/CS       | \$ 1.80               |
| 391                        | First Comfort Summer Fleece Blanket Grey (Must be Vacuum Packed) or equivalent                           | 1                      | 1/EA                    | 3271-0GREY                | Taylor First Comfort Fleece Blanket, Grey, 40" x 80", 10/cs                                        | TAYLOR HEALTHCARE PRODUCTS       | 60-FCB4080GREY | \$ 50.49     | 10/CS       | \$ 5.05               |
| 392                        | Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs                             | 1                      | 1/EA                    | 206-089-7015EA            | Pillow, disposable, 18x24, 16 oz., polyester fill, vinyl based soft 12/c                           | CARE LINE INC.                   | 089-7015       | \$ 3.65      | 1/EA        | \$ 3.65               |
| 393                        | Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends                           | 1                      | 1/EA                    | 506022BK                  | Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends 36ea/cs             | DICK MEDICAL SUPPLY              | 11152BK        | \$ 8.75      | 1/EA        | \$ 8.75               |
| 394                        | RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/ DOUBLE D RING ADULT 1 IN X 60 IN                              | 1                      | 1/EA                    | 501110                    | RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/ DOUBLE D RING ADULT 1 IN X 60 IN 48PR/CS                | DICK MEDICAL SUPPLY              | 501110M        | \$ 4.37      | 1/PR        | \$ 4.37               |
| 395                        | Shoulder Harness Restraint System, Black, Nylon, Metal Push Button, Loop Ends                            | 1                      | 1/EA                    | 504171BK                  | Shoulder Harness Restraint System, Black, Nylon, Metal Push Button, Loop Ends                      | DICK MEDICAL SUPPLY              | 11160BK        | \$ 36.20     | 1/EA        | \$ 36.20              |
| 396                        | Stretcher Sheet 30 x 72 Fluid Res                                                                        | 1                      | 1/EA                    | 3271-60202                | Curaplex Fitted Sheet, 30" x 72", Light Blue, 300lbs weight rating, Elastic Ends, 74gsm, 50/CS     | ASP GLOBAL                       | 3271-60202     | \$ 34.16     | 50/CS       | \$ 0.68               |
| 397                        | UNIVERSAL PILLOW CASE 100/CS 21 X 30 WHITE                                                               | 1                      | 1/EA                    | 3271-44125                | Curaplex Disposable Pillow Case, 22x30 inches Tissue/Poly, White 100/CS                            | INTERNATIONAL - IMPORT           | 3271-44125     | \$ 19.99     | 100/CS      | \$ 0.20               |
| 398                        | Mangor ELK Lifting Cushion with A/Flo 24                                                                 | 1                      | 1/EA                    | 3136-70400                | ELK Lifting Cushion + Airflo 24                                                                    | INTERNATIONAL LIMITED            | MCPA071500     | \$ 1,459.10  | 1/EA        | \$ 1,459.10           |
| 399                        | 3M Blade Assembly, Single-Use, Pivoting, Purple, for 3M 9661 Surgical Clippers                           | 1                      | 1/EA                    | J2262                     | Blade Assembly, Single-Use, Pivoting, Purple, for 3M 9661 Surgical Clippers, 50ea/cs               | SOLVENTUM                        | 9660           | \$ 4.05      | 1/EA        | \$ 4.05               |
| 400                        | 3M Surgical Clipper Charger for use with Clippers 2744-96610                                             | 1                      | 1/EA                    | 2744-96610                | Surgical Clippers with Pivot Head Charging base sold separately-2744-96621                         | SOLVENTUM                        | 9661L          | \$ 60.76     | 1/EA        | \$ 60.76              |
| 401                        | 3M Surgical Clippers with Pivot Head Charging base sold separately-2744-96621                            | 1                      | 1/EA                    | 2744-96621                | Surgical Clipper Charger for use with Clippers 2744-96610                                          | SOLVENTUM                        | 9662L          | \$ 54.31     | 1/EA        | \$ 54.31              |



Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian Line ID | City of Midlothian Item Description                                                        | City of Midlothian Qty | City of Midlothian UoM | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                 | Vendor Name                      | Vendor Item #     | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|--------------------------------------------------------------------------------------------|------------------------|------------------------|---------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------|-------------------|--------------|-------------|-----------------------|
| 402                        | 5 11, Slingpack, UCR, Black                                                                | 1                      | 1/EA                   | 56791-019-PACK            | 5 11, Slingpack, LV10 Utility, 13L, Black                                                           | 5 11 TACTICAL                    | 56791ABR-019-1 52 | \$ 100.58    | 1/EA        | \$ 100.58             |
| 403                        | Ammonia Inhalant, Ampules 10/bx                                                            | 1                      | 1/EA                   | 1360-90101                | First Aid Only Ammonia Inhalant Ampules, 10/Box                                                     | ACHE UNITED CORPORATION          | 9-001-001         | \$ 4.68      | 10/BX       | \$ 4.68               |
| 404                        | Assure Prism Blood Glucose Meter                                                           | 1                      | 1/EA                   | 2761-53010                | *SEE NOTES* Blood Glucose Meter, Assure Prism Multi* Approved for Multipatient Use*                 | ARKRAY USA, INC.                 | 530001            | \$ 6.25      | 1/EA        | \$ 6.25               |
| 405                        | Assure Prism Multi 50/bx Blood Glucose Test Strips                                         | 1                      | 1/EA                   | 2763-53050                | Blood Glucose Test Strips, Assure Prism Multi CLIA WAIVED 50/bt 1bt/box *Approved for Multi pt Use* | ARKRAY USA, INC.                 | 530050            | \$ 8.50      | 50/BX       | \$ 8.50               |
| 406                        | BLOOD PRESSURE CUFF NAVY SIZE 11 ADULT 20CS PROSPHVG 775                                   | 1                      | 1/EA                   | 36012                     | Curaplex Manual Blood Pressure Cuff, Adult, with Case 50pa/cs                                       | ASP GLOBAL                       | 36012             | \$ 7.30      | 1/EA        | \$ 7.30               |
| 407                        | BP SYSTEM 5, CHILD, SM Adult, ADULT, LG ADULT, THIGH, NAVY BLUE, LATEX FREE or equivalent  | 1                      | 1/EA                   | 740LF                     | BP System 5, Child, SM Adult, Adult, LG Adult, Thigh, Navy Blue, Palm Style Gauge, Case             | AMERICAN DIAGNOSTIC CORP.        | 740-N             | \$ 120.00    | 1/EA        | \$ 120.00             |
| 408                        | Bulb syringe, ear/ulcer, 3 oz, vinyl, sterile, 50ea/cs                                     | 1                      | 1/EA                   | 044-AS0502EA              | Bulb syringe, ear/ulcer, 2 oz, vinyl, non-sterile 200/cs                                            | AMSIINO INTERNATIONAL, INC.      | AS0502            | \$ 0.40      | 1/EA        | \$ 0.40               |
| 409                        | Case, Pelican 1550EMS, Orange with EMS organizer/dividers, ID: 18.4 L x 14.0 W x 7.6 in D  | 1                      | 1/EA                   | 689-1550EMS               | Case, Pelican 1550EMS, Orange with EMS Organizer/Dividers                                           | PELICAN PRODUCTS, INC.           | 1550-005-150      | \$ 335.10    | 1/EA        | \$ 335.10             |
| 410                        | Disposable Penlight 6/pk,                                                                  | 1                      | 1/EA                   | 32762                     | Curaplex Disposable Penlight 6/pk, 60pk/cs                                                          | MEDSOURCE INTERNATIONAL - IMPORT | CUR-PEL100        | \$ 4.75      | 6/PK        | \$ 4.75               |
| 411                        | Engle 15QT Fridge-Freezer, Gray with Top Lid Access Door                                   | 1                      | 1/EA                   | 1890-01406                | 15 QT Fridge-Freezer, Gray, *SEE NOTES* DC-12 volt, w/Top Lid Access Door, ENGEL                    | ENGEL USA                        | MD14F             | \$ 704.94    | 1/EA        | \$ 704.94             |
| 412                        | Fora GD20 Glucose Test Strips (50 strips per a bottle)                                     | 1                      | 1/EA                   | 199985                    | Fora GD20 Test Strips CLIA MODERATE 50/ bottle *Approved for Multipatient Use* (one bottle per box) | LINKS MEDICAL PRODUCTS, INC      | GD20FSS0          | \$ 8.80      | 50/BX       | \$ 8.80               |
| 413                        | Fora GD20 Glucose Measuring Device                                                         | 1                      | 1/EA                   | 2761-20011                | Fora GD20 Blood Glucose Meter, Black, CLIA MODERATE *Approved for Multi-patient Use*                | LINKS MEDICAL PRODUCTS, INC      | GD20FM01-BLK      | \$ 8.45      | 1/EA        | \$ 8.45               |
| 414                        | G3 Airway Cell, Green, 12 in H x 6 in W x 6.5 in D                                         | 1                      | 1/EA                   | 2523-03107                | G3* Airway Cell, Green, 12in H x 7in W x 6in D                                                      | STATPACKS, INC.                  | G31000GN          | \$ 131.24    | 1/EA        | \$ 131.24             |
| 415                        | G3 Backup, Blue, BPP Resistant, 25 in H x 18 in W x 8.5 in D                               | 1                      | 1/EA                   | 2522-00602                | G3* Backup, Blue, 25in H x 17in W x 8in D                                                           | STATPACKS, INC.                  | G35000BU          | \$ 342.20    | 1/EA        | \$ 342.20             |
| 416                        | G3 IV Cell, Blue, 12 in H x 6 in W x 3 in D                                                | 1                      | 1/EA                   | 2524-03402                | G3* IV Cell, Blue, 12in H x 7in W x 6in D                                                           | STATPACKS, INC.                  | G31001BU          | \$ 109.14    | 1/EA        | \$ 109.14             |
| 417                        | G3 Oxygen Module, Red, 12 in H x 6 in W x 5 in D                                           | 1                      | 1/EA                   | 2524-00318                | G3* Medicine Cell, Red, 12in H x 7in W x 6in D                                                      | STATPACKS, INC.                  | G31003RE          | \$ 138.60    | 1/EA        | \$ 138.60             |
| 418                        | G3 Responder, Red, 29 in H x 18 in W x 7 in D                                              | 1                      | 1/EA                   | 2522-03347                | G3* Oxygen Module, Green, 16.5in H x 6in W x 3in D, Attaches to D or Jumbo D Cylinder               | STATPACKS, INC.                  | G33004GN          | \$ 69.14     | 1/EA        | \$ 69.14              |
| 419                        | G3 Universal Cell, Black                                                                   | 1                      | 1/EA                   | 2522-03518                | G3* Responder, Red, 29in H x 18in W x 7in D                                                         | STATPACKS, INC.                  | G35000RE          | \$ 354.44    | 1/EA        | \$ 354.44             |
| 420                        | Little Anne QPCR 4-pack Light Skin                                                         | 1                      | 1/EA                   | 2530-03122                | G3* Universal Cell, Black, 12in H x 7in W x 6in D                                                   | STATPACKS, INC.                  | G31002BK          | \$ 95.50     | 1/EA        | \$ 95.50              |
| 421                        | Little Anne QPCR 4-pack Dark Skin                                                          | 1                      | 1/EA                   | 3611-13513                | Little Anne 6-pack Light Skin, incl 6 stackable Manikins, 6 Manikin Faces, 60 Filters, Case         | LAERAL MEDICAL CORPORATION       | 135-01350         | \$ 1,368.68  | 1/EA        | \$ 1,368.68           |
| 422                        | Lubricating Jelly Individual wrapped                                                       | 1                      | 1/EA                   | 3611-13512                | Little Anne 6-pack Dark Skin, incl 6 Stackable Manikins, 6 Manikin Faces, 60 Filters, Case          | LAERAL MEDICAL CORPORATION       | 135-01250         | \$ 1,368.68  | 1/EA        | \$ 1,368.68           |
| 423                        | MANIKIN FACE SHIELD 36/RL 6RL/CS                                                           | 1                      | 1/EA                   | 1340-27000                | Curaplex Lubricating Jelly, Foil Packet 2.7g 144/BX 12B/CS                                          | ASP GLOBAL CORPORATION           | 1340-27000        | \$ 6.20      | 144/BX      | \$ 0.04               |
| 424                        | OB Kit, poly bagged with scalpel                                                           | 1                      | 1/EA                   | 444001                    | Manikin Face Shields (6 rolls of 36 ea)                                                             | PARENT PRODUCTION                | 444001            | \$ 10.48     | 1/EA        | \$ 10.48              |
| 425                        | Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation | 1                      | 1/EA                   | 540104                    | Curaplex OB Kit Poly Bagged with Scalpel                                                            | AMERICAN DIAGNOSTIC CORP         | 804N              | \$ 43.53     | 1/EA        | \$ 43.53              |
| 427                        | Probe Covers for SureTemp Thermometers 690, Disposable                                     | 1                      | 1/EA                   | 2735-53175                | Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation          | WELCH ALLYN, INC.                | 05031-750         | \$ 9.60      | 250/BX      | \$ 0.04               |
| 428                        | Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut                                       | 1                      | 1/EA                   | 382156                    | Probe Covers for SureTemp Thermometers 690, Disposable 250/bx 30b/cs                                | PRECISION MEDICAL INC.           | 2156              | \$ 42.52     | 1/EA        | \$ 42.52              |
| 429                        | Ring Cutter                                                                                | 1                      | 1/EA                   | 2632-20518                | Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut                                                | MACO INTERNATIONAL               | RINGCUTTER        | \$ 7.95      | 1/EA        | \$ 7.95               |
| 430                        | Ring Cutter, Replacement Blades Magnum Medical Ring Cutter                                 | 1                      | 1/EA                   | 2632-02124                | Economy Ring Cutter, Maco International                                                             | MACO INTERNATIONAL               | RINGCUTTERBLD     | \$ 1.90      | 1/EA        | \$ 1.90               |
| 431                        | SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                 | 1                      | 1/EA                   | 400012                    | Replacement Blades for Maco International Ring Cutter                                               | DYNAREX CORPORATION              | 4111              | \$ 0.49      | 1/EA        | \$ 0.49               |
| 432                        | Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pk                                     | 1                      | 1/EA                   | 1880-61810                | SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                          | HEALTH CARE LOGISTICS            | 7618-10           | \$ 20.47     | 100/PK      | \$ 20.47              |
| 433                        | Sterile Water for Irrigation, 250ml Plastic Pour Bottle                                    | 1                      | 1/EA                   | 607112                    | Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pk                                              | BAXTER HEALTHCARE-DMG            | 2F7112            | \$ 3.44      | 1/EA        | \$ 3.44               |
| 434                        | Sterile Water for Irrigation, 500ml Plastic Pour Bottle                                    | 1                      | 1/EA                   | 355001                    | Sterile Water for Irrigation, 250ml Plastic Pour Bottle 24ea/cs                                     | B. BRAUN MEDICAL INC.            | RS001-01          | \$ 3.28      | 1/EA        | \$ 3.28               |



Item List for City of Midlothian  
Medical Supplies  
Bid No.: 2025-28

| City of Midlothian Line ID | City of Midlothian Item Description                                                                      | City of Midlothian Qty | City of Midlothian Unit | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                         | Vendor Name                 | Vendor Item #  | Quoted Price | Selling UOM | Quoted Extended Price |
|----------------------------|----------------------------------------------------------------------------------------------------------|------------------------|-------------------------|---------------------------|---------------------------------------------------------------------------------------------|-----------------------------|----------------|--------------|-------------|-----------------------|
| 435                        | Stethoscope (Adscope-Lite 619 30 in length Red)                                                          |                        | 1 1/EA                  | 2621-61922                | Adscope-Lite 619, Stethoscope, Black                                                        | AMERICAN DIAGNOSTIC CORP.   | 619BK          | \$ 22.32     | 1/EA        | \$ 22.32              |
| 436                        | Stethoscope (disposable single head)                                                                     |                        | 1 1/EA                  | 2621-01115                | Stethoscope, Disposable, Yellow, Single Head, 32 in Overall Length 10/BX 10BX/CS            | DUKAL LLC                   | 1115           | \$ 11.64     | 10/BX       | \$ 1.16               |
| 437                        | Stop The Bleed Sticker Kit (10 Stickers/Kit)                                                             |                        | 1 1/EA                  | 670156-KIT                | Stop The Bleed Sticker Kit (10 Stickers/Kit)                                                | PARENT PRODUCTION           | 670156-KIT     | \$ 24.40     | 10/EA       | \$ 2.44               |
| 438                        | Baxter HealthCare Y-Type Blood/Solution Set with Standard Blood Filter and male luer lock adapter 10drop |                        | 1 1/EA                  | 602147                    | IN ADMIN SET, 83 IN, 10 DROP, Y TYPE BLOOD SOLUTION SET LUER LOCK 48/CS BAXTER 2C7627       | BAXTER HEALTHCARE-DMG       | 2C7627         | \$ 4.83      | 1/EA        | \$ 4.83               |
| 439                        | Delta Ice APRU-Autonomous Portable Refrigeration Unit 6L                                                 |                        | 1 1/EA                  | 2511-16816                | *DS ONLY* APRU-Autonomous Portable Refrigeration Unit, 6L                                   | DELTA DEVELOPMENT TEAM INC. | APRU-6L        | \$ 12,409.64 | 1/EA        | \$ 12,409.64          |
| 440                        | Delta Ice 2L Smart Blood Cooler, Blue                                                                    |                        | 1 1/EA                  | 2521-93520                | *DS ONLY* Delta ICE 2L Smart Blood Cooler, Blue                                             | DELTA DEVELOPMENT TEAM INC. | A-001356BL     | \$ 3,248.70  | 1/EA        | \$ 3,248.70           |
| 441                        | Delta Ice Tempwatch for use with Delta Ice Insert                                                        |                        | 1 1/EA                  | 2526-01693                | *DS ONLY* Tempwatch for use with Delta ICE Insert                                           | DELTA DEVELOPMENT TEAM INC. | A-001693       | \$ 425.50    | 1/EA        | \$ 425.50             |
| 442                        | QinFlow Warrior LITE Blood and Fluid Warmer (Extra Power Battery)                                        |                        | 1 1/EA                  | 1870-11100                | *DS ONLY* QinFlow Warrior Blood & Fluid Warmer w/ Enhanced Battery                          | QINFLOW                     | Q1110S0000U    | \$ 3,040.57  | 1/EA        | \$ 3,040.57           |
| 443                        | QinFlow Warrior LITE Blood and Fluid Warmer with Extra Power Battery                                     |                        | 1 1/EA                  | 1870-13100                | QinFlow Warrior LITE Blood & Fluid Warmer w/ Extra Battery Power - for use in EMS (non-TAA) | QINFLOW                     | Q1310S0000U    | \$ 3,640.00  | 1/EA        | \$ 3,640.00           |
| 444                        | QinFlow Warrior Extension Cable-All Warrior Lite and Warrior Models                                      |                        | 1 1/EA                  | 1870-13190                | QinFlow Warrior Extension Cable, All Warrior LITE and Warrior Models                        | QINFLOW                     | QJF-CBL00019   | \$ 199.00    | 1/EA        | \$ 199.00             |
| 445                        | QinFlow Warrior Compact Disposable Unit (CDU)                                                            |                        | 1 1/EA                  | 1712-50012                | Qinflow Warrior Compact Disposable Unit (CDU) 1/EA 12EA/BX                                  | QINFLOW                     | QPORT050008X12 | \$ 82.34     | 1/EA        | \$ 82.34              |

## REFERENCES

Bound Tree

## National References

Jessica Barnhart, Medical Supply Specialist  
 City of Columbus Division of Fire  
 2028 Williams Road  
 Columbus, Ohio 43207  
 614-616-4699  
[Jbarnhart@columbus.gov](mailto:Jbarnhart@columbus.gov)



Charlene Sifford, Director Global Purchasing  
 Priority Ambulance  
 910 Callahan Road, Suite 101  
 Knoxville, TN 37912  
 865-440-0996  
[csifford@priorityambulance.com](mailto:csifford@priorityambulance.com)



Lieutenant Jerami Bennett  
 Baltimore City Fire Department  
 3500 West Northern Parkway  
 Baltimore, MD 21215  
 410-396-2718  
[Jerami.Bennett@baltimorecity.gov](mailto:Jerami.Bennett@baltimorecity.gov)



Barbara Tripp, Fire Chief  
 City of Tampa Fire Department  
 808 East Zack Street  
 Tampa, FL 33602  
 352-406-2573  
[barbara.tripp@tampagov.net](mailto:barbara.tripp@tampagov.net)



Lieutenant Ryan Jamison  
 San Francisco Fire Department  
 1415 Evans Avenue  
 San Francisco, CA 34124  
 626-271-4974  
[Ryan.Jamison@sfgov.org](mailto:Ryan.Jamison@sfgov.org)



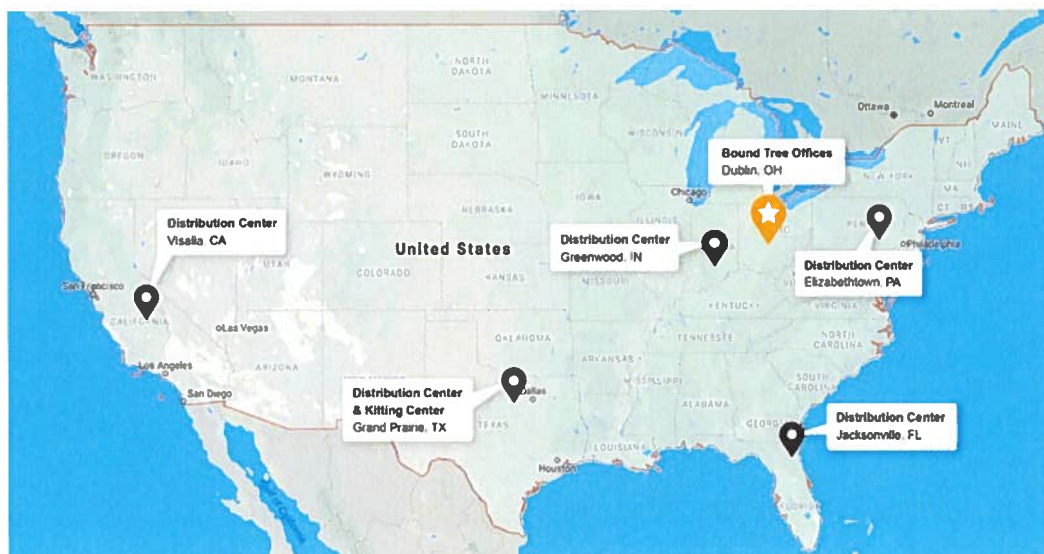
Douglas Isaacs, MD, Deputy Medical Director  
 Fire Department City of New York  
 9 Metro Tech Center  
 Brooklyn, NY 11201  
 718-999-2790  
[doug.isaacs@fdny.nyc.gov](mailto:doug.isaacs@fdny.nyc.gov)





## Nationwide Distribution

For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide plus a dedicated kitting facility. 96% of all our customers can be reached using UPS Ground within 2 business days.



### OFFICES

**Bound Tree Medical**  
5000 Bradenton Ave.  
Dublin, OH 43017

### DISTRIBUTION CENTERS

|                                                                                                                           |                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Grand Prairie, TX</b><br>Bound Tree Medical<br>2911 S. Great Southwest Parkway<br>Suite 200<br>Grand Prairie, TX 75052 | <b>Grand Prairie, TX - Kitting</b><br>Bound Tree Medical<br>2911 S. Great Southwest Parkway<br>Suite 200<br>Grand Prairie, TX 75052 |
| <b>Elizabethtown, PA</b><br>Bound Tree Medical<br>1605 Zeager Road<br>Elizabethtown, PA 17022                             | <b>Southaven, MS</b><br>Bound Tree Medical<br>Suite 101<br>Southaven, MS 38671                                                      |
| <b>Visalia, CA</b><br>Bound Tree Medical<br>2243 N. Plaza Drive<br>Visalia, CA 93291                                      | <b>Jacksonville, FL</b><br>Bound Tree Medical<br>Suite 2<br>Jacksonville, FL 32218                                                  |



## Customer Care

Bound Tree Medical is focused on providing care to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer care line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. [www.boundtree.com](http://www.boundtree.com)
- 2) Email: Orders may be emailed to customer care at [customerservice@boundtree.com](mailto:customerservice@boundtree.com).
- 3) Phone: Our dedicated team of customer care representatives can answer questions or take your orders from 8:00 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Care Department is comprised of 44 staff members. Customer Care Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Care will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted



## Return Policy

Prior to returning a product, please contact Bound Tree's Customer Care Department at 800.533.0523 within 7 days of receiving the product to obtain a return merchandise authorization ("RMA") number. This will help us expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines below.

Subject to the guidelines below, Bound Tree will accept returns and rectify the error at no cost to you if: (i) you received expired product; or (ii) Bound Tree makes an error in fulfilling or shipping your order. In such case, you must notify us within 15 days of receiving the product.

Please follow the return policy guidelines below:

### Non-returnable Items Include:

1. A product that is "buy to order."
2. A product that is "non-stock."
3. Items listed as "non-returnable."
4. Items that have been marked or engraved.
5. Items returned with broken packaging or not in original packaging.
6. Any sterile product that has been opened or items determined by Bound Tree not to be in resalable condition.
7. Product that is more than 60 days older than the shipment date.
8. Recertified equipment.
9. Pharmaceutical products.

### Return Policy Guidelines:

1. Items returned within 45 days of the shipment date will not be subject to a restocking fee.
2. Items returned 46-60 days from the shipment date may be subject to a restocking fee.
3. Items older than 60 days from the shipment date will not be accepted in our warehouse and will be returned to the customer at customer's expense.
4. Please write the RMA number clearly on the package label.
5. Send the package freight prepaid. Please reference the RMA to locate the return address.
6. Returns must be received by Bound Tree within 15 days of issuance of RMA number.
7. Items received without an RMA number will not be eligible for credit.

### RETURN FOR REPAIRS

Items returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must also be included with all manufacturer warranty repairs. Please contact our Customer Care Department for additional information.

### CLAIMS

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier and documented with photos. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Customer Care.





## Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
  - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
  - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
  - The purchase summary report can be sorted in ascending order by total sales per item.
  - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
  - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
  - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an' e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.



RE: Price Adjustments Due to Tariffs

To Whom It May Concern:

As has been widely publicized, new tariffs have been implemented on certain imported goods, including medical supplies. While these tariffs are expected to impact pricing on products your agency purchases from Bound Tree, we remain committed to securing inventory at the most competitive prices and providing great value to our customers.

In an effort to mitigate cost increases, Bound Tree has been actively collaborating with key manufacturers and suppliers ("Suppliers") to identify alternative sourcing options, manage costs, and inventory levels. However, if Bound Tree receives a price increase from a Supplier for a product that was awarded pursuant to a bid and such price increase is related to a tariff, Bound Tree will notify you of the price increase, as well as the effective date in which your agency should expect a corresponding change (if any) in its pricing. Bound Tree will also strive to provide any relevant pricing documentation received from the Supplier. If your agency elects not to accept a proposed price increase, Bound Tree reserves the right to remove the affected product(s) from the contract or offer an alternative product, which may be subject to different pricing.

Please be assured, Bound Tree will continue to monitor the status of existing tariffs, in addition to any proposed new tariffs. If and when there is a change in tariffs (e.g. reduction or elimination), Bound Tree will attempt to adjust your pricing accordingly.

We appreciate your understanding and continued partnership as we navigate these evolving market conditions.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Meriweather", with a horizontal line extending from the end of the signature.

Rob Meriweather  
President, Emergency Preparedness  
Bound Tree Medical, LLC





RE: Price Increase Policy

To Whom It May Concern:

In recent years, we have witnessed substantial shifts within the global supply chain, affecting the availability and cost of essential emergency medical products. Rising manufacturing costs, extended lead times, and significant increases in shipping and logistics expenses have placed considerable pressure on pricing within the EMS market.

Bound Tree remains dedicated to providing our customers with a reliable supply of high-quality products at competitive prices. We work closely with our supplier partners to secure adequate inventory and mitigate pricing impacts wherever possible. However, in some instances, our key suppliers have implemented price adjustments, with additional changes potentially forthcoming.

In the event of a price increase after a bid award, Bound Tree will promptly notify you and, when possible, provide supporting documentation from our suppliers to substantiate these adjustments. We will make every attempt to have the new contract pricing take effect according to the notification period outlined in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the affected product(s) from the contract or to provide an alternative product, which may be offered at a different price.

We appreciate your understanding and value your partnership as we navigate these challenges together.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Meriweather", with a long horizontal flourish extending to the right.

Rob Meriweather  
President, Emergency Preparedness  
Bound Tree Medical, LLC



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                     |                                                                                             |  |               |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|--|---------------|
| <b>PRODUCER</b><br>Aon Risk Services Northeast, Inc.<br>Columbus OH Office<br>8940 Lyra Drive<br>Suite 250<br>Columbus OH 43240 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 |  |               |
|                                                                                                                                     | <b>E-MAIL ADDRESS:</b>                                                                      |  |               |
| <b>INSURED</b><br>Bound Tree Medical LLC<br>5000 Bradenton Ave.<br>Dublin OH 43017-3520 USA                                         | <b>INSURER(S) AFFORDING COVERAGE</b>                                                        |  | <b>NAIC #</b> |
|                                                                                                                                     | INSURER A: Federal Insurance Company                                                        |  | 20281         |
|                                                                                                                                     | INSURER B: Travelers Property Cas Co of America                                             |  | 25674         |
|                                                                                                                                     | INSURER C: ProAssurance Specialty Insurance Company                                         |  | 17400         |
|                                                                                                                                     | INSURER D:                                                                                  |  |               |
|                                                                                                                                     | INSURER E:                                                                                  |  |               |
| INSURER F:                                                                                                                          |                                                                                             |  |               |

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER:** 570114179562 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                         | ADDL INSD | SUBR WVD | POLICY NUMBER              | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                             |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | 36073395                   | 12/01/2024              | 12/01/2025              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG Excluded |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                           |           |          | 7363-09-65                 | 12/01/2024              | 12/01/2025              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                                                                    |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                                                    |           |          | 78197881                   | 12/01/2024              | 12/01/2025              | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000                                                                                                                                                                             |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                      | Y/N<br>N  | N/A      | UB1X36498A24I3G            | 12/01/2024              | 12/01/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                  |
| c        | Products Liability                                                                                                                                                                                                                                                                                                        |           |          | N240H380019<br>Claims Made | 12/01/2024              | 12/01/2025              | Aggregate Limit \$10,000,000<br>Agg Deductible \$150,000<br>Per Occ Comp/Op \$10,000,000                                                                                                                                           |

570114179562  
Certificate No. :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Evidence of Insurance: Evidence of Insurance;

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                       |                                                                                                                                                                |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bound Tree Medical, LLC<br>5000 Bradenton Ave.<br>Dublin OH 43017 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                       | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

©1988-2015 ACORD CORPORATION. All rights reserved

AGENCY CUSTOMER ID: 570000037575  
LOC #:



ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

|                                                       |           |                                         |  |
|-------------------------------------------------------|-----------|-----------------------------------------|--|
| AGENCY<br>Aon Risk Services Northeast, Inc.           |           | NAMED INSURED<br>Bound Tree Medical LLC |  |
| POLICY NUMBER<br>See Certificate Number: 570114179562 |           |                                         |  |
| CARRIER<br>See Certificate Number: 570114179562       | NAIC CODE | EFFECTIVE DATE:                         |  |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER                       |        |
| INSURER                       |        |
| INSURER                       |        |
| INSURER                       |        |

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER              | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                |          |
|----------|--------------------|-----------|----------|----------------------------|------------------------------------|-------------------------------------|-----------------------|----------|
|          | OTHER              |           |          |                            |                                    |                                     |                       |          |
| C        | Products Liability |           |          | N240H380019<br>Claims Made | 12/01/2024                         | 12/01/2025                          | Per Occ<br>Deductible | \$50,000 |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |
|          |                    |           |          |                            |                                    |                                     |                       |          |

Request for Taxpayer  
Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                         |
| Bound Tree Medical LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                         |
| 2 Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                         |
| 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                         |
| <div><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</div> <div><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <span style="float:right">P</span></div> <div>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</div> <div><input type="checkbox"/> Other (see instructions)</div> |                                         |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                         |
| Exempt payee code (if any) _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                         |
| Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |
| (Applies to accounts maintained outside the United States.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                         |
| 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <span style="float:right"><input type="checkbox"/></span>                                                                                                                                                                                                                                                                                                                                                                               |                                         |
| 5 Address (number, street, and apt. or suite no.). See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Requester's name and address (optional) |
| 5000 Bradenton Ave.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                         |
| 6 City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                         |
| Dublin, OH 43017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                         |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                         |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |                     |
|--------------------------------|---------------------|
| Social security number         |                     |
| <div></div>                    | <div></div>         |
| OR                             |                     |
| Employer identification number |                     |
| <div>31</div>                  | <div>-1739487</div> |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person *Michael Root*

Date 07/01/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# YOUR **TRUSTED** PARTNER

- ✓ FIND thousands of emergency products from leading manufacturers
- ✓ SHOP Class II & IV drugs, non-narcotic drugs and other pharmaceuticals
- ✓ GET the best value on the items you use most with Curaplex<sup>®</sup>
- ✓ SOLVE everyday challenges with pre-assembled Curaplex<sup>®</sup> Kits
- ✓ ACCESS 24/7 Emergency Disaster Support
- ✓ EARN Free CEUs at Bound Tree University
- ✓ ADVOCATING on your behalf to Congress, FEMA and HHS



Bound Tree

**BOUNDTREE.COM**





## NAVIGATING EVERY DAY CARE

As the healthcare landscape evolves, Curaplex® responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex® continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today



Thousands of  
Products



Significant  
Savings



Expert Account  
Managers



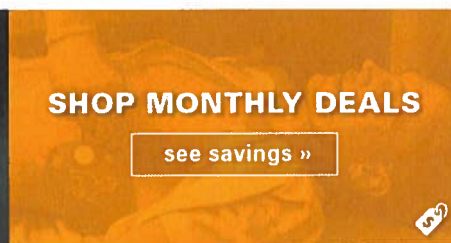
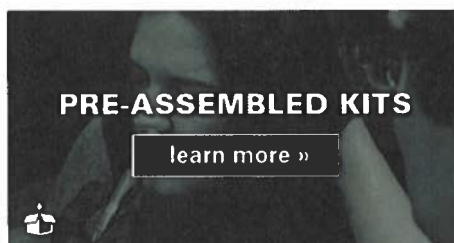
Continuous  
Quality Improvement



Nationwide  
Distribution



Innovative New  
Products



### Kitting Solutions »



### Airway/Oxygen Delivery »



### Diagnostics »



### Infection Control »



### Trauma/ Wound Care »



### Instruments/ Personal Items »



### IV/Drug Delivery »



### Immobilization »



### Monitoring/ Defibrillation »



**SHOP ALL CURAPLEX® PRODUCTS »**





# curaplex®

# kitting advantage.

**Curaplex® kits solve a variety of your everyday challenges.**

Spend less time worrying about the details and more time focusing on patient care with Curaplex® pre-assembled kits. Our color-categorized kits were developed with input from EMTs, and are built using ISO-certified processes.



### **faster response**

Grab a kit and go without hassle.



### **simplified ordering**

Order one item, not multiple items.



### **consistent care**

Ensure protocol adherence among your agency.



### **lower risk**

Prevent cross-contamination with tamper-proof packaging.



### **superior quality**

Guarantee quality with ISO 13485 certification.



### **easier tracking**

Easily track Curaplex Kits with the Unique Device Identifier (UDI).

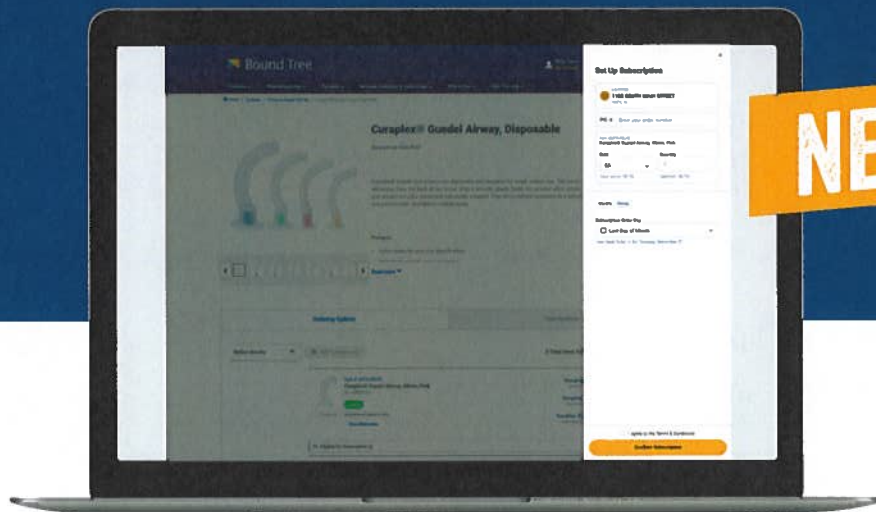






# SUBSCRIPTIONS

Your supplies on autopilot



Say goodbye to the hassle of reordering supplies!  
Our easy-to-set-up subscription feature keeps you organized and ensures consistent supply levels, making your job easier and more efficient.

## Reordering Made Simple

- ✓ Personalized Recommendations Based on Purchase History
- ✓ Replicate Subscriptions on Multiple Ship-To's
- ✓ Skip, Modify or Cancel Options
- ✓ Bulk Set Up and Manage Multiple Products
- ✓ Monthly or Weekly Ordering Cadence
- ✓ Email Reminder and Modification Notifications



**Bound Tree**

[WWW.BOUNDTREE.COM/SUBSCRIPTIONS](http://WWW.BOUNDTREE.COM/SUBSCRIPTIONS) | 800.533.0523



# Inventory Management Solutions

## Think you can't afford Inventory Management?

**THINK AGAIN!**

The EMS industry has faced numerous challenges during COVID-19, and supply chain uncertainty is no exception. Rush buying, stock outs, price volatility and changes in guidance require agencies to understand their inventory situation now more than ever.

Bound Tree Inventory Management Solutions from UCapIt, Operative IQ and ESO provide the visibility that is critical to EMS agencies. Improve workflow, take control and monitor trends in real time with Bound Tree Inventory Solutions.



### Controlled Medical Supply

Think 24/7 supply officer at any given location! UCapIt provides the ability to restock units 24/7 and it has real-time usage and inventory tracking.



### Operations Management Software

Operative IQ is a web-based operations management software that can streamline your operation, improve productivity and save money!



### ESO Inventory

Spend less time getting ready and more time being ready. Take control of your EMS inventory with refreshingly simple software.



**Ask your Bound Tree Account Manager  
for a demo today.**





## THE PHARMACEUTICAL ADVANTAGE

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for EMS providers, supporting customers with EMS-experienced account managers, product specialists and customer service representatives.

In addition to a full line of EMS equipment and supplies, Bound Tree Medical also offers a full line of EMS pharmaceuticals and accessories, including Class II and Class IV drugs.

Bound Tree is known for leadership and professionalism within the industry. We protect our customers and uphold federal standards by complying with regulatory guidelines pertaining to pharmaceuticals. Because of our vast product offering and commitment to high quality service, Bound Tree is the leading choice to fulfill your pharmaceutical needs.



### VAWD Certified State and Nationally Licensed

Several of BoundTree's Distribution Centers have received VAWD (Verified - Accredited Wholesale Distributors) accreditation from the National Association of Boards of Pharmacy (NABP). VAWD accreditation is achieved after a criteria compliance review that includes a rigorous evaluation of operating policies and procedures, licensure verification, survey of facility and operations, background checks and screening through the NABP Clearinghouse. Our accreditation demonstrates that we are in compliance with state and federal laws and that our prescription drugs are distributed safely and securely.

For a complete listing of VAWD-Accredited Facilities, please visit:

<https://nabp.pharmacy/programs/accreditations-inspections/drug-distributor/accredited-drug-distributors/>



### Compliant with DSCSA Requirements

Under the Drug Supply Chain Security Act (DSCSA), entities in the supply chain including manufacturers, wholesale distributors, and dispensers have responsibilities to meet the requirements of the DSCSA. As of May 1, 2015 all wholesalers are required by law, under the DSCSA, to provide transaction information, transaction history and transaction statements for the pharmaceuticals that they supply.

Bound Tree is compliant with these FDA standards which helps improve patient protection by preventing the distribution of substandard or ineffective drugs and while providing our customers with the product and transaction information they need to be in compliance with the FDA standards.

Under the DSCSA you are responsible for knowing that your prescription drug wholesale distributor is an authorized trading partner who holds a valid state or federal license. Bound Tree Medical is licensed federally and in all 50 states. Purchasing from a licensed and VAWD accredited distributor like Bound Tree Medical makes great strides to ensure none of your purchases will ever be counterfeit, contaminated, improperly stored and transported, ineffective, and/or unsafe.

Wholesaler Distributor licenses can be searched online:

[www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm](http://www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm)



### Controlled Substance Ordering System (CSOS)

Class II Controlled Substances can be ordered through our secure electronic Controlled Substances Ordering System (CSOS) without the supporting paper DEA Form 222! The DEA's CSOS program is the only allowance for electronic ordering of Class II controlled substances. To participate in CSOS, the DEA registrant must first acquire a CSOS digital certificate from the DEA. Once the certificate is received, Class II orders can be placed through our secured website: [e222.boundtree.com](http://e222.boundtree.com)

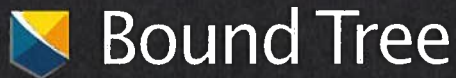
For more information about CSOS please visit: [www.deaecom.gov](http://www.deaecom.gov)

*Bound Tree will continue to accept paper 222 forms for those who wish to utilize that method for ordering.*



800.533.0523 | [www.boundtree.com](http://www.boundtree.com)

BoundTree Medical is committed to compliance with these federal and state regulations for the benefit of our customers, their communities and their patients. These efforts protect our customers by helping to ensure that they are also compliant with federal and state regulations and practicing safe and effective patient care. With Bound Tree Medical, EMS providers know that they will receive pharmaceuticals through a secure and reliable distribution process.



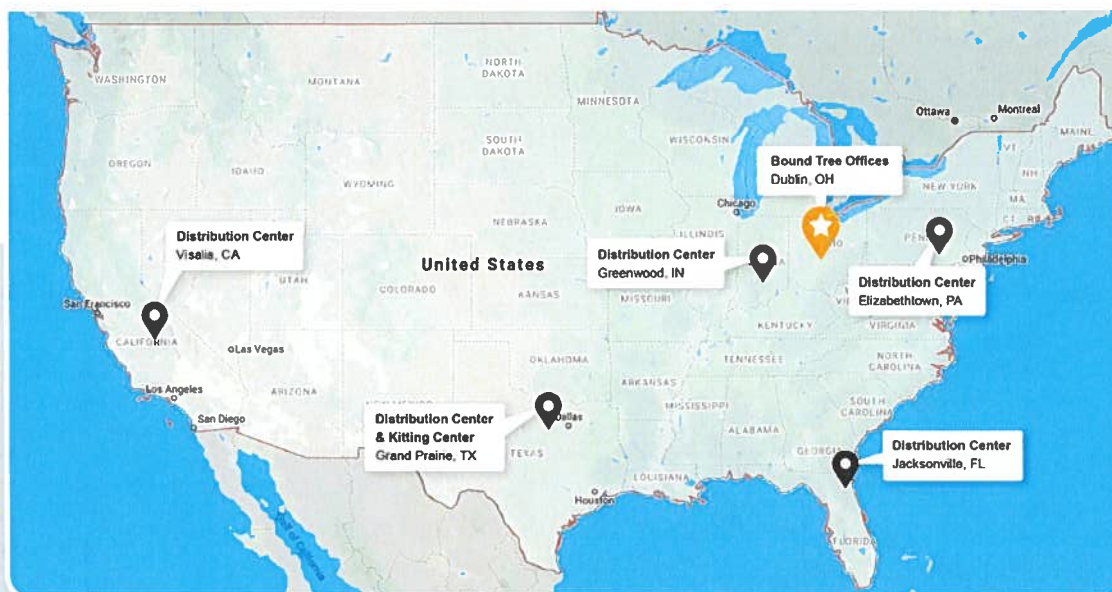
# Bound Tree



**Bound Tree Medical (BTM)** is a leading, nationwide distributor of emergency medical equipment, supplies and pharmaceuticals to EMS, government customers, fire and other first responders.

## Nationwide stats and facts

- **Strategically located** to service 98% of our customers within two days.
- **Over 30,000** customers serviced.
- **State-of-the-art facilities** focused on quality, reducing carbon footprint and providing best-in-class service levels.
- **Over 1 million** packages shipped annually.
- **20 million lbs.** of medical supplies shipped in 2020 and 2021.
- **10 million lbs.** of PPE equipment shipped to help our medical professionals fight COVID 19.



**BOUND TREE MEDICAL**

5000 Tuttle Crossing Blvd

Dublin, OH 43017

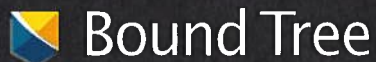


800.533.0523



BOUNDTREE.COM





## Fast facts

- **Headquarters** in Dublin, OH.
- **Over 40 years** as the single largest distributor of EMS Supplies to first responders - Fire Departments, Law Enforcement and EMS Agencies, both private and public.
- **Over 15,000** medical supplies, equipment and pharmaceuticals from hundreds of leading healthcare manufacturers.

## Sourcing & supply integrity

- **Source** high-quality products, carefully vetted to meet FDA requirements.
- **Maintain** strict ethical pricing standards.
- **Allocate** inventory fairly and equitably based on purchase date.
- **Communicate** shortages pro-actively with backorder reports and online tools.

## Operationally ready

- **Over 100 sales consultants** around the country, many are former paramedics and EMT's.
- **5 dedicated distribution centers** (CA, TX, FL, PA, IN) and 1 kitting facility in TX.
- **100% operational facilities** throughout pandemic, following strict health & safety protocols.
- **Dedicated Customer Care** staff highly responsive, answering calls in <1 min even during peak.
- **24/7 Live Operator Emergency Disaster Hotline** to provide support for emergency medical supplies during the pandemic and other natural disasters

## Solutions that matter

- **Bound Tree's Curaplex® brand** is value-priced to help overcome budget constraints.
- **Curaplex® pre-assembled kits** provide safety, convenience and cost savings.
- **Inventory management solutions** like UCapIt, Operative IQ and ESO help EMS Providers control costs.
- **500 scholarships** awarded to students wanting to become EMT's.
- **Free cadaver labs** held across the country to provide hands-on clinical training.
- **No charge CEUs**, webinars, podcasts and other resources offered via Bound Tree University.
- **Leading provider of STOP THE BLEED® Kits** for emergency providers to act quickly to treat excessive bleeding and save lives.

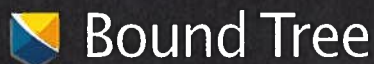


800.533.0523



BOUNDTREE.COM

**YOUR PARTNER  
IN EMS.**



## Current situation.

- **Financial challenges plague EMS** across all delivery models; rural EMS is in a crisis. Low reimbursements from CMS & commercial insurers, frequently below the cost of the care provided, and lack of funding to support EMS have been the primary contributing factors.
- **High levels of stress, fatigue and burnout** among the EMS workforce. Workforce shortages as reported in national news are exacerbating an already very challenging environment.
- **EMS is a small percentage** of the consumption of PPE within the healthcare market and was left under-allocated for PPE during the pandemic.
- **EMS impacted by shortages and short expiration dates** on critical cardiac arrest and respiratory therapy drugs. Pharmaceutical companies prioritize large hospital GPOs & IDNs over EMS
- **Inefficiencies in using the Strategic National Stockpile** to provide critical PPE to EMS agencies who were the "Tip of the Sword" during the pandemic
- **Community paramedicine** remains an underutilized asset in local healthcare systems due to the lack of reimbursement for this highly cost effective, patient-centered type of care

## Advocating for EMS.

- **Increased sourcing efforts** during the pandemic, making financial investments in PPE inventory.
- **Partnered with US government** to address challenges in getting FDA-approved products, given significant counterfeit in N95 masks and gloves.
- **Volunteered to assist** FEMA, HHS, DHS, DoD, FDA and CDC officials as "Voice of EMS" for Committee for the Distribution of Medical Resources Necessary to Respond to a Pandemic, advocating for effective distribution of PPE to first responders.
- **Advocated for increased allocation and funding** for EMS and hardest-hit communities through outreach to over 35 congressional offices.
- **Providing critical data monthly** to HHS Preparedness and Response teams, providing them greater visibility of PPE needs for EMS during the COVID-19 pandemic, as well as future pandemics and natural disasters.
- **Working with the Federal Maritime Commission** and west coast terminal operators to prioritize essential medical supplies at US ports.

## How Congress can help.

- **Adjust the ambulance fee schedule** to cover the cost of the emergent, urgent and preventive care provided by EMS, and include reimbursement for treatment in place, transport to alternate designations, telemedicine facilitation, and community paramedicine.
- **Support Bound Tree's efforts** with pharmaceutical companies and the FDA to prioritize production of key lifesaving drugs for EMS at reasonable costs, as well as to reduce the amount of "short expiration dates."
- **Fully fund the SIREN Act** (Support and Improving Rural EMS Needs) in FY2022.
- **Support efforts to strengthen** America's Strategic National Stockpile by directing SNS to partner with healthcare distributors to manage PPE during pandemics and natural disasters.



800.533.0523



BOUNDTREE.COM

**TIM RUBERT**

Vice President, Government Affairs

tim.rubert@boundtree.com





# WHEN DISASTER STRIKES, GET LIVE ASSISTANCE.

## Get Help in Three Simple Steps



1. Call 800-863-0953  
to speak to a live operator  
anytime 24/7



2. Report a major incident  
and your medical  
supply needs



3. Receive vital medical  
supplies from  
Bound Tree personnel

If your agency is in need of emergency medical supplies and equipment, call us 24/7 to speak to a live operator for disaster support assistance. Our Emergency Disaster Support Program is here to help you in disasters such as hurricanes, tornadoes, fires, floods, blizzards, MCI's and more.

**CALL 800-863-0953**

[boundtree.com/emergency-disaster-support](http://boundtree.com/emergency-disaster-support)

 **Bound Tree**





Bound Tree



*Your new, engaging continuing  
education experience!*

**5 FREE**  
**CE COURSES**

Experience a fresh, easy-to-navigate, enriched learning  
interface from our partners at FOAMfrat.

Exciting courses that use illustration, experiments,  
live models, interviews, and other engaging methods.

Store all of your certifications in a  
robust learning management system (LMS).

Streamlined NREMT submission process



[www.boundtree.com/education](http://www.boundtree.com/education)

*Ask your Bound Tree Account Manager about a corporate account.*

# CORPORATE ACCOUNT FEATURES AND BENEFITS

With 150+ hours of recorded classes available on-demand and live classes five days a week, it meets all of the requirements for NREMT, State license, CFRN, and now FP-C and CCP-C as well (meets w requirements for full renewal).



- Discounted Pricing
- All content needed for recertification
- Manage your own roster and create custom groups
- Assign and Track Assignments
- Download employee certificates
- View and manage employee credentials
- Host and manage your own classes
- Write quizzes and issue your own certificates
- Quiz Performance Analytics
- Streamlined NREMT submission process

*Ask your Bound Tree Account Manager  
about a corporate account.*



[www.boundtree.com/education](http://www.boundtree.com/education)

## City Council Regular Meeting

**DEPARTMENT:** Capital Engineering


**FROM:** Randy Morrison, PE, Director of Capital Engineering

**MEETING:** January 20, 2026

### **SUBJECT:**

Consider and take possible action on a contract with C. Green Scaping, LP for construction services on the 116 S. Warren Street Parking Lot (ITB 2026-005) in the amount of \$272,304.80, with a project contingency of \$27,230.48, for a total amount of \$299,535.28 (Project ST2401). (Staff Contact: Randy Morrison, PE, Director of Capital Planning)

### **STRATEGIC PRIORITY AND GOAL(S):**

| Strategic Priority                                                                                                                                | Strategic Goal                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <b>Dynamic &amp; Preferred City</b><br>Through Managed Growth | 2.3 Enhance connectivity and improve mobility<br>2.4 Implement the city's Capital Improvement Program<br>2.5 Develop and maintain facilities and utility services |

Capital Engineering prepared design plans and specifications for the addition of twenty-three parking spaces along with a dumpster and Utility Terrain Vehicle (UTV) enclosure. The design has been developed to match the existing Plaza Visitors Parking Lot to the north, consistent in appearance and functionality. As part of the project, UTV storage will be relocated from Chisenhall Fields to the new enclosure, and the dumpster will be designated specifically for City Hall use.

This contract was procured through an Invitation for Bids in accordance with Texas Local Government Code Chapter 252. Invitation for Bids No. ITB 2026-005 was advertised on November 22, 2025 and November 29, 2025 and posted on the City's electronic bidding platform, Bonfire, from November 22, 2025 to December 18, 2025. The opportunity was distributed to 185 vendors under 3 applicable commodity codes, and the City received 7 responses. Bids were evaluated in accordance with the published criteria, and C. Green Scaping, LP was determined to provide the best value to the City.

**RECOMMENDATION:**

Consider and take possible action on a contract with C. Green Scaping, LP for construction services on the 116 S. Warren Street Parking Lot (ITB 2026-005) in the amount of \$272,304.80, with a project contingency of \$27,230.48, for a total amount of \$299,535.28 (Project ST2401).

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

None

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: \$299,535.28  
Account Number(s): 4303101-70020  
Fund: TIF2 Bond-Construction  
Account Description: TIF2ndCon  
Procurement Method: Invitation to Bid

**STAFF CONTACT:**

Randy Morrison, PE,  
Director of Capital Engineering  
rmorrison@burlesontx.com  
817-426-9612



# 116 S. Warren Street Parking Lot ITB 2026-005

Presented to the City Council  
January 20, 2026





- New Parking Lot with dumpster/UTV enclosure
- Matches design of Plaza Visitors Parking Lot to the north
- UTV storage to be relocated from Chisenhall Fields
- Dumpster to be designated for City Hall use



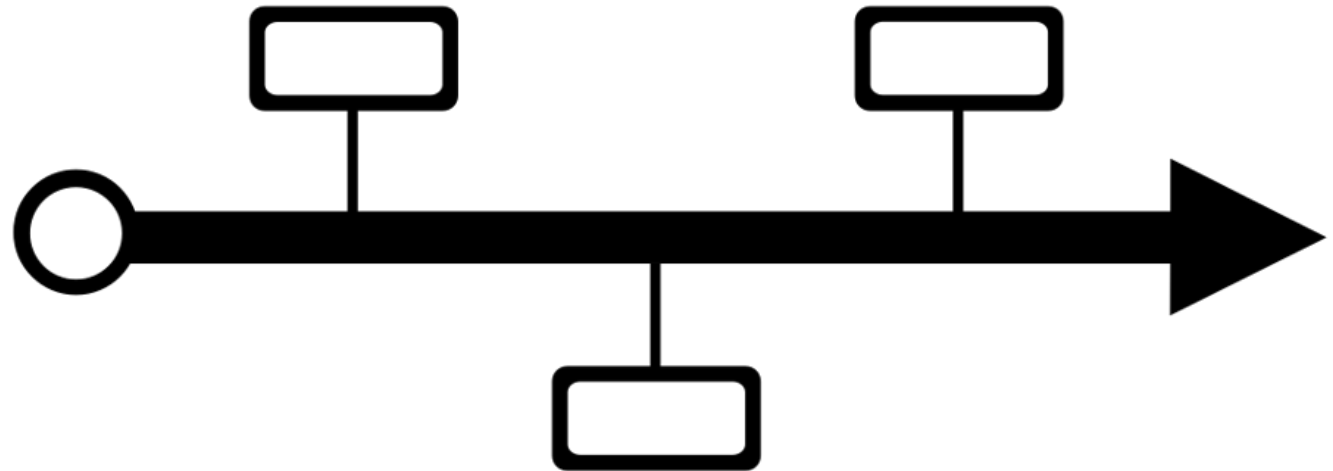
# Construction Procurement

- Invitation to Bid issued November 22, 2025
- Bids opened December 18, 2025
- Seven (7) submissions received
  - C Green Scaping LLP – \$272,304.80 (RECOMMENDED AWARD)
  - Home Run Construction LLC - \$282,742.00
  - Cornado R Construction LLC – \$295,476.40
  - Tegrity Contractors INC - \$319,777.00
  - Quick Set Construction - \$324,643.08
  - 2L Construction LLC – \$350,285.00
  - Fort Worth Civil Constructors - \$398,819.50
- Construction Contingency (10%): \$27,230.48
- Total Construction Contract Cost: \$299,535.28
- Budgeted Resources: \$500,000.00 (TIF 2 Bond Funds)



# TIMELINE

- Contract Award: January 20, 2026
- Notice to Proceed: February 2026
- Contract Time: 60 calendar days
- Estimated Completion: Summer 2026



# Action Requested

Consider and take possible action on a contract with C. Green Scaping, LP for construction services on the 116 S. Warren Street Parking Lot (ITB 2026-005) in the amount of \$272,304.80, with a project contingency of \$27,230.48, for a total amount of \$299,535.28 (Project ST2401).

# Questions/Comments

Randy Morrison, PE

Director of Capital Engineering

[rmorrison@burlesontx.com](mailto:rmorrison@burlesontx.com)

817-426-9612

## SECTION 7

STATE OF TEXAS§

**Contract**

COUNTY OF JOHNSON §

PROJECT NO. DR2302

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "OWNER," and C. GREEN SCAPING, LP hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**Old Town 116 S. Warren Parking Lot  
City of Burleson Project No. ST2401**

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by OWNER, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to



complete the work within 90 calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds based on the contract quantities and unit prices stated in the proposal or as modified by change order, the sum of which TWO HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED FOUR AND 80/100 DOLLARS (\$272,304.80) subject to additions and deductions, as provided therein.

Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of Each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$400,000). Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

This Contract is entered into subject to the Charter and ordinances of OWNER, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

OWNER reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then OWNER shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

If after exercising any such remedy the cost to OWNER of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse OWNER for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of OWNER in the performance of this Contract. No term or provision of, or act of Contractor or OWNER under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

OWNER and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither OWNER nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of OWNER.

It is further agreed that one or more instances of forbearance by the OWNER in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Tax Identification Number:

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

\_\_\_\_\_  
Amanda Campos  
City Secretary

\_\_\_\_\_  
Tommy Ludwig  
City Manager

THE STATE OF TEXAS §

**Corporate Acknowledgment**

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who is known to me or who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of \_\_\_\_\_, a corporation of \_\_\_\_\_ County, Texas, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §

**City Acknowledgement**

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

## City Council Regular Meeting

**DEPARTMENT:** Capital Engineering


**FROM:** Randy Morrison, PE, Director of Capital Engineering

**MEETING:** January 20, 2026

### **SUBJECT:**

Consider and take possible action on a contract with American Traffic Construction for construction services of the Old Town Lighting Improvements (Bransom & Buford) (ITB 2026-003) in the amount of \$220,050.00, with a project contingency of \$22,005.00, for a total amount of \$242,055.00 (Project ST2509). *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

### **STRATEGIC PRIORITY AND GOAL(S):**

| Strategic Priority                                                                                                                                        | Strategic Goal                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
|  <p><b>Dynamic &amp; Preferred City</b><br/>Through Managed Growth</p> | <p>2.3 Enhance connectivity and improve mobility<br/>2.4 Implement the City's Capital Improvement Program</p> |

### **SUMMARY:**

The scope of this construction project includes furnishing and installing 10 ornamental street lights and electrical circuits including approximately 1000 linear feet of one-inch electrical conduit and conductors. Six ornamental street lights will be placed along Bufford Street between Wilson and Main Streets. The other four lights will be placed on Bransom Street south of Ellison Street.

This contract was procured through an Invitation for Bids in accordance with Texas Local Government Code Chapter 252. Invitation for Bids No. ITB 2026-003 was advertised on November 22, 2025 and November 29, 2025 and posted on the City's electronic bidding platform, Bonfire, from November 22, 2025 to December 18, 2025. The opportunity was distributed to 253 vendors under 6 applicable commodity codes, and the City received 4 responses. Bids were evaluated in accordance with the published criteria, and American Traffic Construction was determined to provide the best value to the City.

**RECOMMENDATION:**

Consider and take possible action on a contract with American Traffic Construction for construction services of the Old Town Lighting Improvements (Bransom & Buford) (ITB 2026-003) in the amount of \$220,050.00, with a project contingency of \$22,005.00, for a total amount of \$242,055.00 (Project ST2509).

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: \$242,055.00  
Account Number(s): 4623101 70020  
Fund: TIF Bond 25 - Construction  
Account Description: TIFBd25Con  
Procurement Method: Invitation to Bid

**STAFF CONTACT:**

Randy Morrison, PE  
Director of Capital Engineering  
[rmorrison@burlesontx.com](mailto:rmorrison@burlesontx.com)  
817-426-9612



# Old Town Lighting Project Construction Contract Award

---

PRESENTATION TO CITY COUNCIL

JANUARY 20, 2026

# BACKGROUND

The scope of this construction project includes furnishing and installing 10 ornamental street lights and electrical circuits including approximately 1000 linear feet of one-inch electrical conduit and conductors. Six ornamental street lights will be placed along Bufford Street between Wilson and Main Streets. The other four lights will be placed on Bransom Street south of Ellison Street. The installation will include City of Burleson banners, as shown to the right.



# CONSTRUCTION PROCUREMENT

Invitation to Bid issued November 22, 2025

Bids Opened December 18, 2025

Four (4) Submissions Received

- **American Traffic Construction, LLC - \$220,050.00 (RECOMMENDED AWARD)**
- Fort Worth Civil Constructors - \$270,710.00
- Alman Construction Services - \$278,350.00
- Hotwire Electric, Inc. - \$599,920.00

Construction Contingency (10%): \$22,005.00

Total Construction Contract Cost: \$242,055.00

Budgeted Resources: \$309,342.00 (TIF 2 Bond Funds)



# TIMELINE

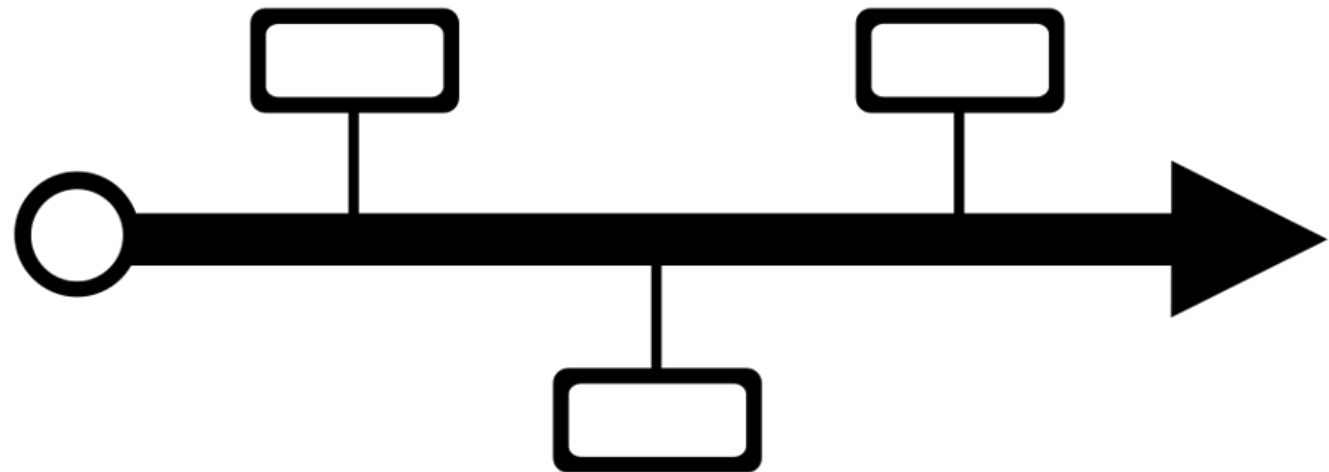
---

Contract Award: January 20, 2026

Notice to Proceed: February 2026

Contract Time: 90 calendar days

Estimated Completion: Summer 2026



# ACTION REQUESTED

---

Consider and take possible action on a contract with American Traffic Construction for construction services of the Old Town Lighting Improvements (Bransom and Buford) (ITB 2026-003) in the amount of \$220,050.00, with a project contingency of \$22,005.00, for a total amount of \$242,055.00 (Project ST2509).

# Questions/Comments

---

Randy Morrison, PE

Director of Capital Engineering

[rmorrison@burlesontx.com](mailto:rmorrison@burlesontx.com)

817-426-9612



## SECTION 7

STATE OF TEXAS§

**Contract**

COUNTY OF JOHNSON §

PROJECT NO. ST2509

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "OWNER," and  
AMERICAN TRAFFIC CONSTRUCTION, LLC  
hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

### **Old Town Lighting Improvements (Bransom & Bufford)**

#### **City of Burleson Project No. ST2509**

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by OWNER, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to

complete the work within 90 calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds based on the contract quantities and unit prices stated in the proposal or as modified by change order, the sum of which TWO HUNDRED TWENTY THOUSAND FIFTY AND NO/100 DOLLARS (\$220,050.00) subject to additions and deductions, as provided therein.

Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of Each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$400,000). Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

This Contract is entered into subject to the Charter and ordinances of OWNER, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

OWNER reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then OWNER shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

If after exercising any such remedy the cost to OWNER of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse OWNER for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of OWNER in the performance of this Contract. No term or provision of, or act of Contractor or OWNER under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

OWNER and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither OWNER nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of OWNER.

It is further agreed that one or more instances of forbearance by the OWNER in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Tax Identification Number:

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

\_\_\_\_\_  
Amanda Campos  
City Secretary

\_\_\_\_\_  
Tommy Ludwig  
City Manager

THE STATE OF TEXAS §

**Corporate Acknowledgment**

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who is known to me or who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of \_\_\_\_\_, a corporation of \_\_\_\_\_ County, Texas, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §

**City Acknowledgement**

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the \_\_\_\_\_ State of \_\_\_\_\_ Texas, on this day personally appeared \_\_\_\_\_, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_


## City Council Regular Meeting

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Director  
**MEETING:** January 20, 2026

### SUBJECT:

2650 SW Wilshire BLVD, Suite 300 (Case 25-219): Hold a public hearing and consider and take possible action on a zoning ordinance change request from “GR, General Retail”, to “GR General Retail with a Specific Use Permit for a Liquor Store”. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-0)*

### STRATEGIC PRIORITY AND GOAL(S):

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

### SUMMARY:

On August 4, 2025, an application was submitted by Renu Pant with Total Spirits on behalf of Preston Bend RE LLC. (owners) for a zoning change request for to allow liquor sales at 2650 SW Wilshire BLVD, Suite 300.

### Development Overview:

This site is part of a commercial shopping center strip located within Lakewood Plaza Addition. The location is zoned GR, General Retail and requires a Specific Use Permit to allow liquor sales at this site. If approved, liquor sales would only apply to the tenant of Suite 300, addressed as 2650 SW Wilshire and as shown on the ordinance exhibit(s).

In considering whether to grant a specific use permit, the following supplemental regulations must be met unless otherwise approved by City Council:



| Supplemental Regulation                                                                                                                                                                                          | Applicant Response                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage without City Council approval.                                                                                    | <b>BUILDING IS NOT LOCATED IN THESE AREAS</b>                                                                                     |
| Minimum building size shall be 5,000 sq. ft.                                                                                                                                                                     | <b>ACKNOWLEDGED – BUILDING SUITE IS APPROXIMATELY 3,000 SQUARE FEET</b>                                                           |
| No liquor stores shall be allowed within 1,000 feet of another liquor store as measured in a straight line from their respective property lines.                                                                 | <b>BUILDING IS NOT LOCATED WITHIN 1,000 FEET OF ANOTHER LIQUOR STORE</b>                                                          |
| A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.                                                                                               | <b>BUILDING DOES NOT/WILL NOT HAVE A DRIVE THROUGH OR DRIVE UP ACCESS</b>                                                         |
| The liquor store has an independent entrance for deliveries and customers. "Partitioned" means walls or other physical divisions separating the liquor store from all other retail or commercial establishments. | <b>THIS LIQUOR STORE DOES HAVE A SEPARATE ENTRANCE FOR DELIVERIES AND CUSTOMERS</b>                                               |
| All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.                                                                                       | <b>ALL EXTERIOR WINDOWS WILL BE FITTED WITH EITHER POLYCARBONATE PANELES OR SHATTERPROOF FILM ON BOTH SIDES WILL BE INSTALLED</b> |
| Shall provide additional landscaping between front facade and the parkway.                                                                                                                                       | <b>NOT APPLICABLE DUE EXISTING SHOPPING CENTER AND STOREFRONT</b>                                                                 |
| Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage                                                                                       | <b>NOT APPLICABLE DUE EXISTING SHOPPING CENTER AND STOREFRONT</b>                                                                 |

**This site is designated in the Comprehensive Plan as Community Commercial.**

Community Commercial is generally located along major streets and at significant nodes. This category is intended to provide suitable areas for the development of light to medium intensity commercial uses to support surrounding urban development.

*Staff supports the specific use permit request for liquor sales as the use type generally conforms to the uses of the GR, General Retail zoning district.*

**RECOMMENDATION:**

Approve the ordinance with the condition that liquor store sales only apply to Suite 300, addressed as 2650 SW Wilshire BLVD (Case 25-219).

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

*December 16, 2025: The Planning and Zoning Commission recommended approval 7-0.*

**REFERENCE:**

[City of Burleson, TX ZONING DISTRICTS](#)

**FISCAL IMPACT:**

None.

**STAFF CONTACT:**

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684

# ZC Case 25-219

---

PRESENTED TO CITY COUNCIL– 1.20.26

TONY MCILWAIN

DEVELOPMENT SERVICES DIRECTOR

# ZC – 2650 SW Wilshire

## Location:

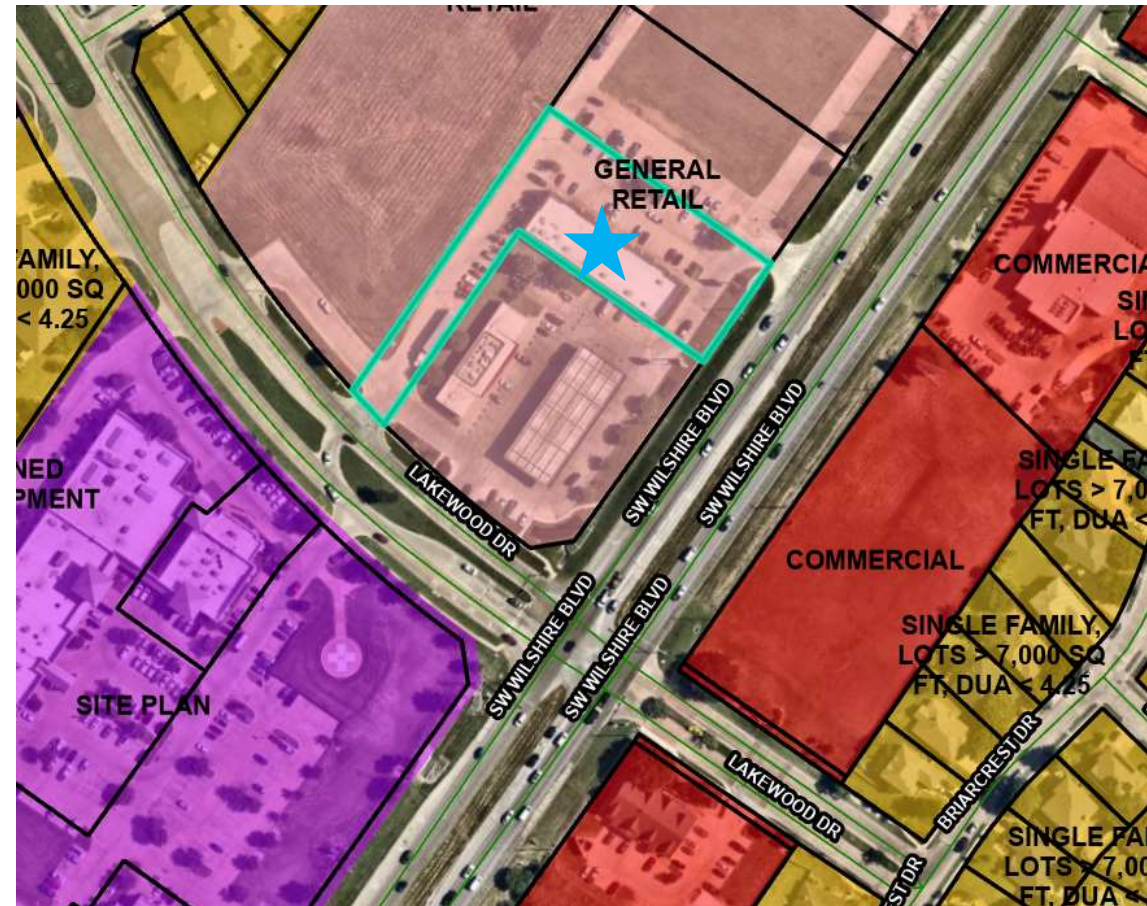
- 2650 SW Wilshire Blvd, STE 300

## Applicant:

- Renu Pant (Applicant)
- Preston Bend RE LLC. (Owner)

## Item for approval:

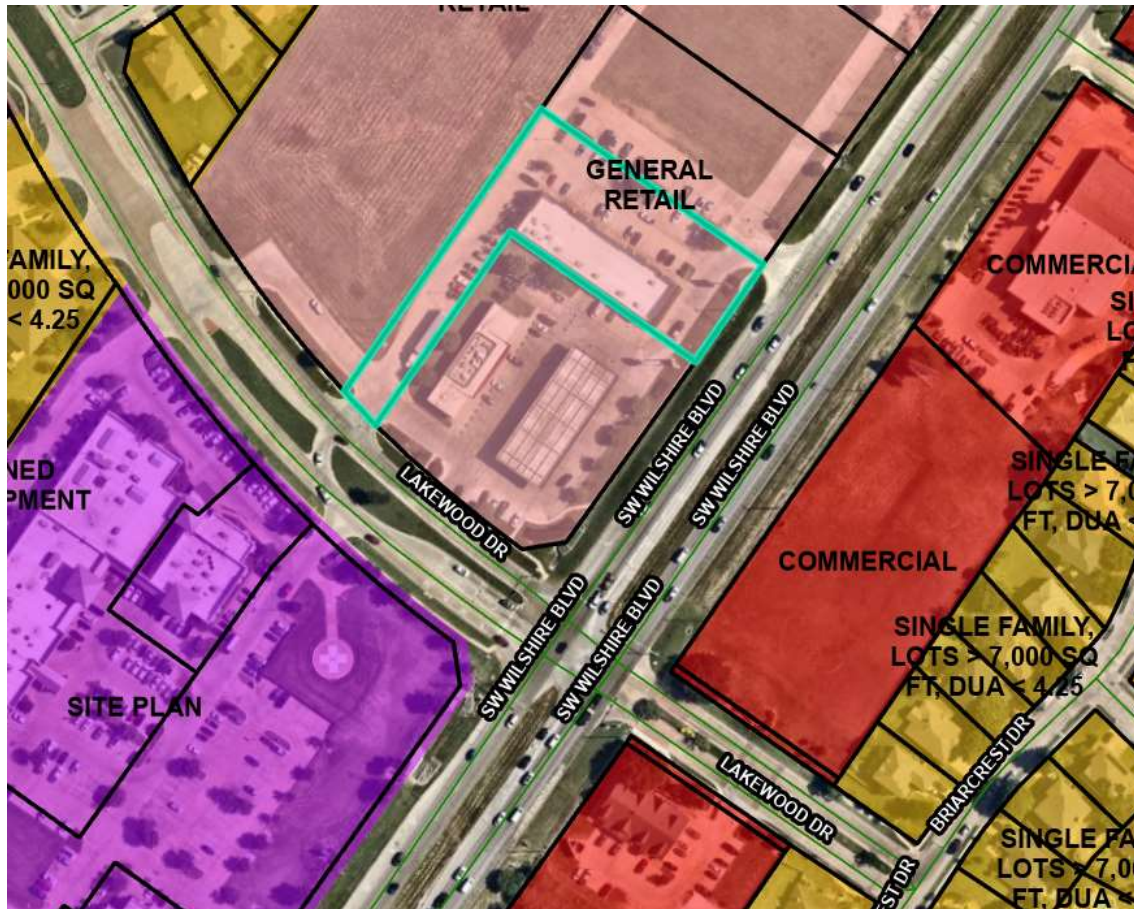
Zoning Change from “GR” General Retail to “GR” General Retail with a Specific Use Permit for a liquor store (Case 25-219).





## Zoning

### GR, General Retail



## Comprehensive Plan

### Community Commercial

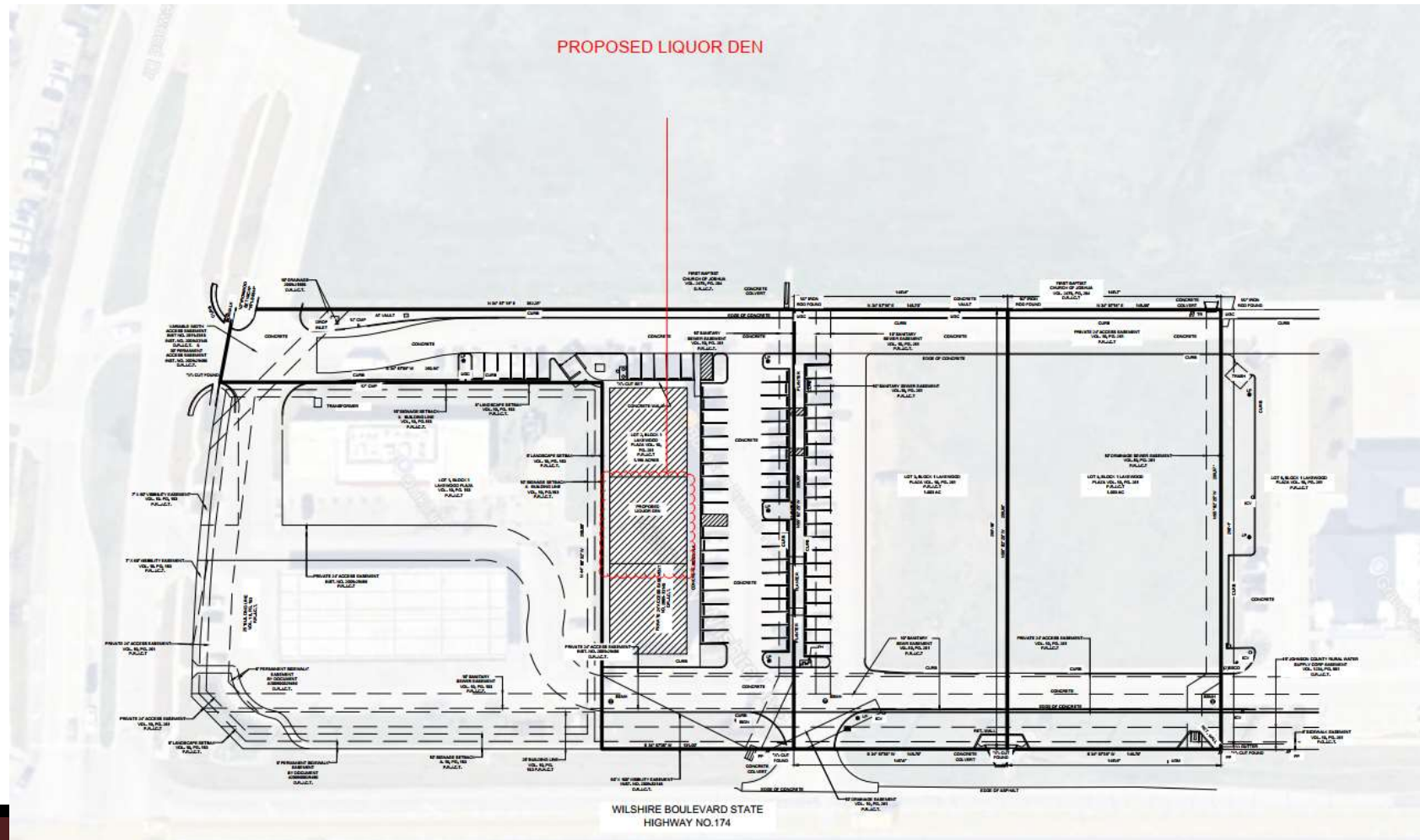


# ZC- 2650 SW Wilshire

| Supplemental Regulation                                                                                                                                                                                          | Applicant Response                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage without City Council approval.                                                                                    | <b>Building is not located in these areas</b>                                                                                                        |
| Minimum building size shall be 5,000 sq. ft.                                                                                                                                                                     | <b>Acknowledged – building suite is approximately 3,000 square feet</b>                                                                              |
| No liquor stores shall be allowed within 1,000 feet of another liquor store as measured in a straight line from their respective property lines.                                                                 | <b>There are not any existing liquor store within 1,000 feet from our proposed site.</b>                                                             |
| A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.                                                                                               | <b>The proposed layout does not include walk-up or drive-through, or drive-up windows. Customer entry will be through a standard front entrance.</b> |
| The liquor store has an independent entrance for deliveries and customers. "Partitioned" means walls or other physical divisions separating the liquor store from all other retail or commercial establishments. | <b>The liquor store will have an independent entrance, physically partitioned from any other retail space or tenant.</b>                             |
| All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.                                                                                       | <b>All exterior windows will be fitted with either polycarbonate panels or protective shatterproof film on both upon installation.</b>               |
| Shall provide additional landscaping between front facade and the parkway.                                                                                                                                       | <b>Not applicable due existing shopping center and storefront</b>                                                                                    |
| Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage                                                                                       | <b>Not applicable due existing shopping center and storefront</b>                                                                                    |



# Commercial Site Development



# ZC – 2650 SW Wilshire Blvd

## Public Hearing Notice:

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property.
- Published in the newspaper.
- Sign Posted on the property.
- At this time staff has received no formal opposition



### Legend

- 300 ft. Buffer
- Subject Property
- Properties within 300 ft
- Burleson

- Recommended approval 7 – 0.
- No speakers.

- Staff recommends approval of an ordinance for the zoning change request to “GR, General Retail with a specific use permit for a Liquor Store” with the condition liquor sales only apply to suite 300.
- Retail use conforms with the Comprehensive Plan.

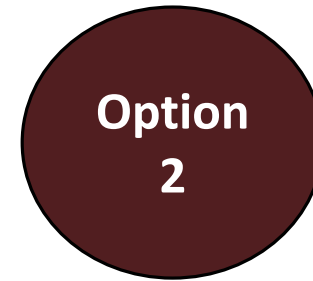




- Staff has determined that the requested zoning district aligns with the Comprehensive Plan based on the requested district, adjacent zoning, and proximity to existing Old Town non-residential uses.
- Staff recommends approval of the ordinance for a zoning change.



**Recommend  
Approval**



**Recommend  
Denial**



# Questions / Comments

---

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817.426.9684



## Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 2.949 ACRES OF LAND, KNOWN AS LOT 2, BLOCK 1, LAKEWOOD PLAZA ADDITION, AS RECORDED IN VOLUME 10, PAGE 261, PLAT RECORDS JOHNSON COUNTY, TEXAS (P.R.J.C.T); FROM PLANNED GENERAL RETAIL (GR) TO "GR" GENERAL RETAIL WITH A SPECIFIC USE PERMIT FOR LIQUOR STORE SALES AT THE LOCATION ADDRESSED AS 2650 SW WILSHIRE BLVD, SUITE 300; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the "Zoning Ordinance and Map"); and

WHEREAS, an application for a zoning change was filed by Renu Pant on behalf of Preston Bend RE LLC. on August 4, 2025, under Case Number 25-219, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted 7 to 0 to recommend approval to the City Council of

Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **General Retail (GR)** to **General Retail (GR) with a Specific Use Permit (SUP) for a Liquor Store at the unit addressed as 2650 SW Wilshire BLVD, Suite 300**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **General Retail (GR)** and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

**Section 1  
MAP AND ZONING  
AMENDMENT**

The Official Zoning Map is hereby amended insofar as it relates to certain land described as LOT 2, BLOCK 1, LAKEWOOD PLAZA ADDITION, AS RECORDED IN VOLUME 10, PAGE 261, PLAT RECORDS JOHNSON COUNTY, TEXAS (P.R.J.C.T), included on Exhibit A, from GR, General Retail to GR, General Retail with a Specific Use Permit (SUP) for a Liquor Store at the unit addressed as 2650 SW Wilshire BLVS, Suite 300, which are incorporated herein as Exhibit A, being attached hereto and incorporated herein by reference

for all purposes.

## **Section 2.**

The findings and recitals set forth above in the preamble of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

## **Section 3.**

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

## **Section 4.**

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

## **Section 5.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable., and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

## **Section 6.**

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

## **Section 7.**

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute

a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

**Section 8.**

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

AND IT IS SO ORDAINED.

**PASSED AND APPROVED:** the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**First and Final Reading:** the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

---

Chris Fletcher,  
Mayor City of  
Burleson, Texas

ATTEST:

APPROVED AS TO FORM

---

Amanda Campos, City Secretary

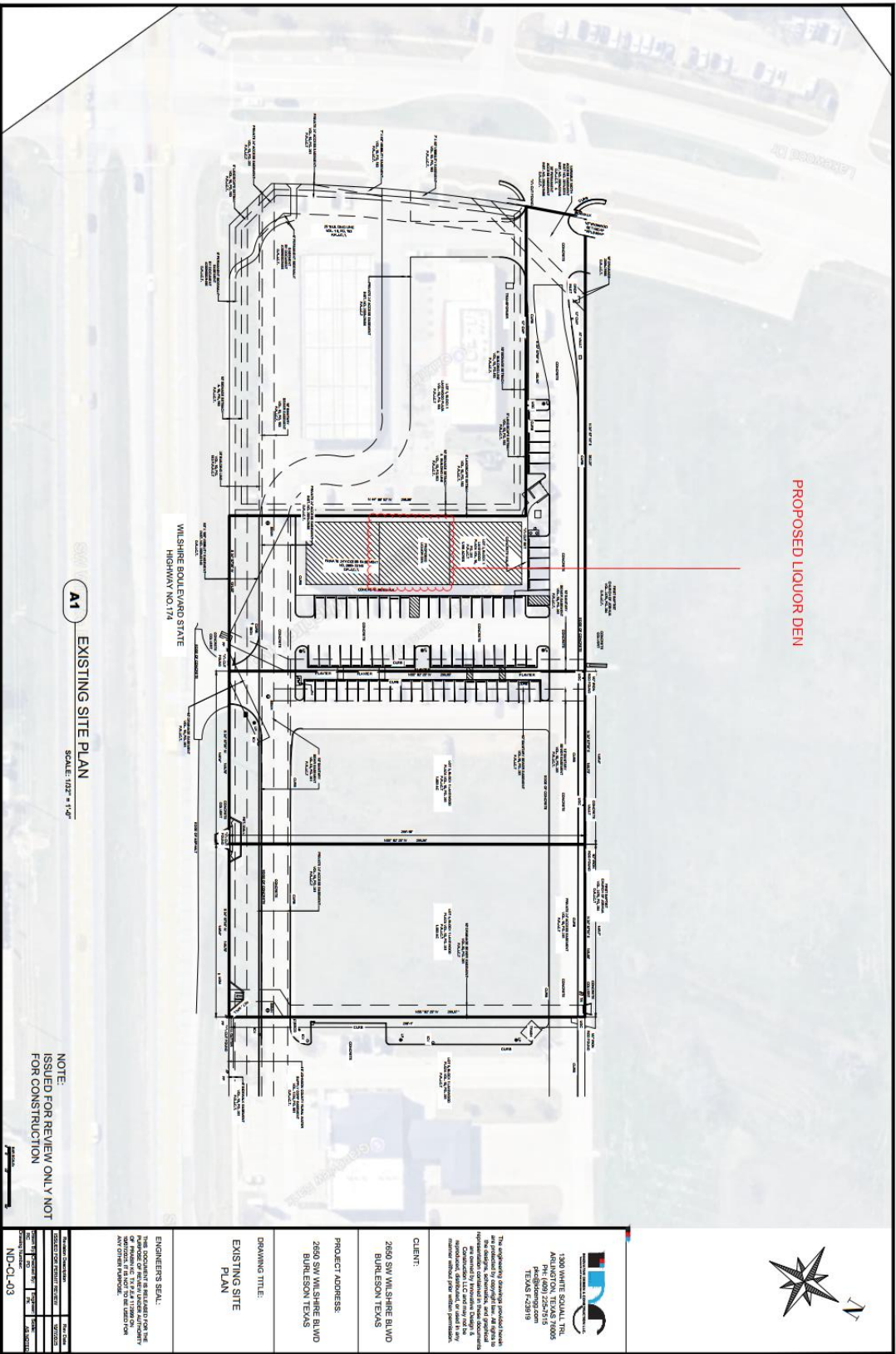
---

E. Allen Taylor, Jr., City Attorney

**Exhibit A**  
**Property Description**







Specific Use Permit only applies to suite 300 (shown below)

**Suite 300 shown highlighted in within the red box**


## City Council Regular Meeting

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain Sanchez, Director  
**MEETING:** January 20, 2026

### **SUBJECT:**

816 Wicker Hill Road (Case 25-313): Hold a public hearing and consider and take possible action on a zoning ordinance change request from “A”, Agriculture, to “SFE”, Single Family Estate District. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-0)*

### **STRATEGIC PRIORITY AND GOAL(S):**

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

### **SUMMARY:**

On October 27, 2025, an application was submitted by Charles Norman (owner) to change the zoning of approximately 2.949 acres of land to “SFE” Single-family estate for the future development of two residential lots.

### **DEVELOPMENT OVERVIEW:**

Prior to any development of the site, platting will be required (currently under review). If the zoning change request is approved, all development will have to conform to the requirements and land uses of the SFE, Single-family-estate district.

**Zoning and Land Use Table**

|              | Zoning      | Use         |
|--------------|-------------|-------------|
| Subject Site | Agriculture | Residential |

|       |             |             |
|-------|-------------|-------------|
| North | Agriculture | Residential |
| East  | Agriculture | Residential |
| South | PD          | School Site |
| West  | Agriculture | Residential |

**This site is designated in the Comprehensive Plan as Neighborhoods**

This category is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots.

*Staff has determined that the requested use of residential estates aligns with the Comprehensive Plan.*

**Engineering:**

Engineering civil construction reviews and platting will be required prior to the development of the site.

**RECOMMENDATION:**

Recommend approval for an ordinance for the zoning change.

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

*December 16, 2025: The Planning and Zoning Commission recommended approval 7-0.*

**REFERENCE:**

<https://ecode360.com/39938791>

**FISCAL IMPACT:**

None.

**STAFF CONTACT:**

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684



# ZC Case 25-313

---

PRESENTED TO CITY COUNCIL 1.20.26

TONY MCILWAIN

DEVELOPMENT SERVICES DIRECTOR

# ZC – 816 Wicker Hill Road

## Location:

- 816 Wicker Hill Road

## Applicant:

- Charles Norman (Owner)

## Item for approval:

Zoning Change from “A” Agricultural to “SFE” Single-family estate (Case 25-313).





## Zoning

### A, Agricultural



## Comprehensive Plan

### Neighborhoods

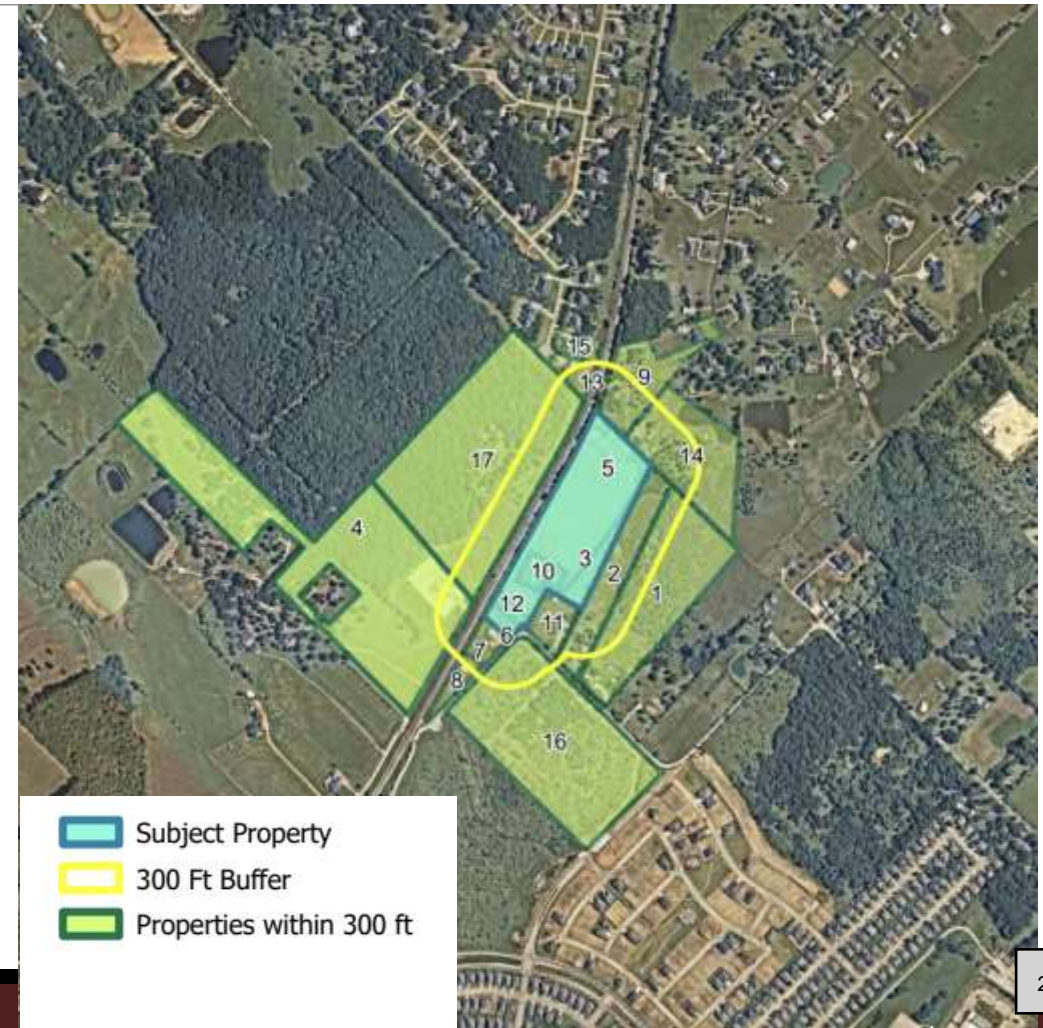




# ZC – 816 Wicker Hill Rd

## Public Hearing Notice:

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property.
- Published in the newspaper.
- Sign Posted on the property.
- At this time staff has received no formal opposition



# ZC – 816 Wicker Hill Rd

## P&Z Summary:

- Recommended approval unanimously
- No discussion
- No speakers





# ZC – 816 Wicker Hill Rd

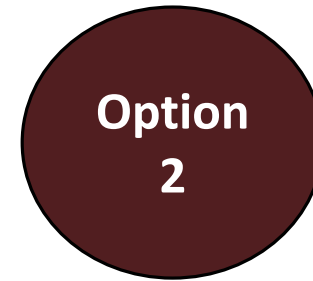
## Staff Recommendation:

- Staff has determined that the requested use aligns with the Comprehensive Plan
- Staff recommends approval of the ordinance for a zoning change.





**Recommend  
Approval**



**Recommend  
Denial**



# Questions / Comments

---

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817.426.9684



## ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 2.949 ACRES OF LAND; BEING SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NUMBER 180, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 14.289 ACRE TRACT OF LAND DESCRIBED BY DEED TO NORMAN MANAGEMENT COMPANY, LLC., RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2025-15443, DEED RECORDS, JOHNSON COUNTY, TEXAS, FROM "A" AGRICULTURE TO "SFE" SINGLE-FAMILY ESTATE DISTRICT; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the "Zoning Ordinance and Map"); and

WHEREAS, an application for a zoning change was filed by **Charles Norman** on **October 27, 2025**, under **Case Number 25-313**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **7 to 0** to recommend approval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **Agriculture (A)** to **Single-family estate district (SFE)**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **Agriculture (A)** and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

### **Section 1 MAP AND ZONING AMENDMENT**

The Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, described on the legal description attached as **Exhibit A**, by changing the zoning of said property from A, Agricultural district to the SFE, Single-family estate district for residential development.

### **Section 2**

The property shall be developed and used in accordance with the applicable provisions of the City of Burleson, Code of Ordinances.

### **Section 3.**

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 4.**

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

#### **Section 5.**

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

#### **Section 6.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

#### **Section 7.**

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

#### **Section 8.**

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

**Section 9.**

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

AND IT IS SO ORDAINED.

**PASSED AND APPROVED:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**First and Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

## EXHIBIT "A"

### LEGAL DESCRIPTIONS:

#### LOT 2

**BEING** A 1.792 ACRE TRACT OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NUMBER 180, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 14.289 ACRE TRACT OF LAND DESCRIBED BY DEED TO NORMAN MANAGEMENT COMPANY, LLC., RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2025-15443, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A POINT IN THE SOUTHWEST LINE OF SAID CALLED 14.289 ACRE TRACT, BEING COMMON WITH THE NORTHEAST LINE OF THAT CERTAIN TRACT OF LAND AS DESCRIBED BY DEED TO AUTRY CRAIG HODGES AND VAUGHAN ANN HODGES, AS CO-TRUSTEES OF THE HODGES FAMILY TRUST, RECORDED IN COUNTY CLERK'S INSTRUMENT NO. 2025-1093, DEED RECORDS, JOHNSON COUNTY, TEXAS, FROM WHICH THE SOUTHERNMOST CORNER OF SAID CALLED 14.289 ACRE TRACT BEARS SOUTH 46 DEGREES 08 MINUTES 28 SECONDS EAST, A DISTANCE OF 18.36 FEET;

**THENCE** NORTH 46 DEGREES 08 MINUTES 28 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 20.07 FEET, TO A POINT FOR CORNER;

**THENCE** OVER AND ACROSS SAID CALLED 14.289 ACRE TRACT THE FOLLOWING CALLS: NORTH 43 DEGREES 56 MINUTES 31 SECONDS EAST, A DISTANCE OF 143.67 FEET, TO A POINT FOR CORNER;

NORTH 29 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE OF 456.37 FEET, TO POINT FOR CORNER;

NORTH 64 DEGREES 16 MINUTES 38 SECONDS WEST, A DISTANCE OF 69.93 FEET, TO A POINT FOR CORNER;

NORTH 25 DEGREES 43 MINUTES 22 SECONDS EAST, A DISTANCE OF 177.80 FEET, TO A POINT FOR CORNER;

SOUTH 64 DEGREES 16 MINUTES 38 SECONDS EAST, A DISTANCE OF 245.00 FEET, TO A POINT FOR CORNER;

SOUTH 25 DEGREES 43 MINUTES 22 SECONDS WEST, A DISTANCE OF 177.80 FEET, TO A POINT FOR CORNER;

NORTH 64 DEGREES 16 MINUTES 38 SECONDS WEST, A DISTANCE OF 74.87 FEET, TO A POINT FOR CORNER;

SOUTH 25 DEGREES 43 MINUTES 22 SECONDS WEST, A DISTANCE OF 195.72 FEET, TO A POINT FOR CORNER;

NORTH 61 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 73.21 FEET, TO A POINT FOR CORNER;

SOUTH 29 DEGREES 35 MINUTES 52 SECONDS WEST, A DISTANCE OF 285.70 FEET, TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID CALLED 14.289 ACRE TRACT, AND BEING IN THE APPROXIMATE NORTH LINE OF SAID COUNTY ROAD 1021;

**THENCE** NORTH 45 DEGREES 16 MINUTES 39 SECONDS WEST, ALONG SAID SOUTH LINE AND SAID COUNTY ROAD, A DISTANCE OF 25.78 FEET, TO A POINT FOR CORNER;

**THENCE** SOUTH 43 DEGREES 45 MINUTES 35 SECONDS WEST, OVER AND ACROSS SAID CALLED 14.289 ACRE TRACT, A DISTANCE OF 135.35 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 1.792 ACRES OR 78,046 SQUARE FEET OF LAND, MORE OR LESS.

#### LOT 3 ZONING

**BEING** A 1.157 ACRE TRACT OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NUMBER 180, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 14.289 ACRE TRACT OF LAND DESCRIBED BY DEED TO NORMAN MANAGEMENT COMPANY, LLC., RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2025-15443, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 5/8" IRON ROD FOUND AT AN ANGLE POINT ON THE SOUTH LINE OF SAID CALLED 14.289 ACRE TRACT AND BEING ON THE APPARENT NORTH LINE OF COUNTY ROAD 1021, A PRESCRIPTIVE RIGHT-OF-WAY, FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF A CALLED 1.907 ACRE TRACT OF LAND DESCRIBED BY DEED TO JARED SCHELER AND HEATHER ANCY, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2016-20058, DEED RECORDS, JOHNSON COUNTY, TEXAS, BEARS SOUTH 30 DEGREES 46 MINUTES 09 SECONDS WEST, A DISTANCE OF 1.80 FEET;

**THENCE** NORTH 45 DEGREES 16 MINUTES 39 SECONDS WEST, ALONG THE SOUTH LINE OF SAID CALLED 14.289 ACRE TRACT, ALONG THE APPARENT NORTH LINE OF COUNTY ROAD 1021, A DISTANCE OF 20.72 FEET, TO POINT FOR A CORNER, FROM WHICH A 5/8" IRON FOUND AT AN ANGLE POINT ON THE SOUTH LINE OF SAID CALLED 14.289 ACRE TRACT BEARS NORTH 45 DEGREES 16 MINUTES 39 SECONDS WEST, A DISTANCE OF 5.06 FEET;

**THENCE** OVER AND ACROSS SAID CALLED 14.289 ACRE TRACT THE FOLLOWING CALLS:

NORTH 29 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE OF 285.70 FEET, TO A POINT FOR A CORNER

SOUTH 61 DEGREES 24 MINUTES 42 SECONDS EAST, A DISTANCE OF 73.21 FEET, TO A POINT FOR A CORNER

NORTH 25 DEGREES 43 MINUTES 22 SECONDS EAST, A DISTANCE OF 195.72 FEET, TO A POINT FOR A CORNER

SOUTH 64 DEGREES 16 MINUTES 38 SECONDS EAST, A DISTANCE OF 197.41 FEET, TO A POINT FOR A CORNER ON THE EAST LINE OF SAID CALLED 14.289 FEET FROM WHICH A 5/8" IRON ROD FOUND FOR THE EASTERNMOST CORNER OF SAID CALLED 14.289 ACRE TRACT BEARS NORTH 25 DEGREES 43 MINUTES 22 SECONDS EAST, A DISTANCE OF 789.32;

**THENCE** SOUTH 25 DEGREES 43 MINUTES 22 SECONDS WEST, ALONG THE EAST LINE OF SAID CALLED 14.289 ACRE TRACT, OVER AND ACROSS A CALLED 5.38 ACRE TRACT OF LAND DESCRIBED BY DEED TO MARTIN DUQUE, JR. AND ANITA DUQUE, RECORDED IN VOLUME 815, PAGE 431, DEED RECORDS, JOHNSON COUNTY, TEXAS, A DISTANCE OF 225.63 FEET, TO A 1/2" CAPPED IRON ROD FOUND STAMPED "ACLS" AT AN ANGLE POINT ON THE SOUTH LINE OF SAID CALLED 14.289 ACRE TRACT FROM WHICH A 1/2" CAPPED IRON ROD FOUND STAMPED "RPLS 5544" FOR THE NORTHEAST CORNER OF SAID CALLED 1.907 ACRE TRACT BEARS NORTH 04 DEGREES 57 MINUTES 04 SECONDS EAST, A DISTANCE OF 4.29 FEET;

**THENCE** NORTH 61 DEGREES 24 MINUTES 42 SECONDS WEST, ALONG THE SOUTH LINE OF SAID CALLED 14.289 ACRE TRACT, OVER AND ACROSS SAID CALLED 5.38 ACRE TRACT AND SAID CALLED 1.907 ACRE TRACT, A DISTANCE OF 252.22 FEET, TO A 3" STEEL FENCE CORNER POST FOUND AT AN ANGLE POINT ON THE SOUTH LINE OF SAID CALLED 14.289 ACRE TRACT;

**THENCE** SOUTH 29 DEGREES 35 MINUTES 52 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE AND OVER AND ACROSS SAID CALLED 1.907 ACRE TRACT, A DISTANCE OF 271.45 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 1.157 ACRES OR 50,415 SQUARE FEET OF LAND, MORE OR LESS.



## City Council Regular Meeting

**DEPARTMENT:** Development Services


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

**MEETING:** January 20, 2026

### **SUBJECT:**

Consider and take possible action on a resolution for a petition submitted by AP-Groundwork Venture, LLC requesting the expansion and extension of the City's extraterritorial jurisdiction (ETJ) to include tracts 1, 3, 4 and 5 of the North Johnson County Municipal Management District (MMD) No.1. *(Staff Contact: Tony D. McIlwain, Development Services Director)*

### **STRATEGIC PRIORITY AND GOAL(S):**

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

### **SUMMARY:**

AP-Groundwork Venture, LLC has submitted a petition requesting the expansion and extension of the City's extraterritorial jurisdiction (ETJ) to include tracts 1, 3, 4 and 5 of the North Johnson County Municipal Management District (MMD) No.1. Approval of this petition is consistent with Section 3.3 of the approved Development Agreement.

### **RECOMMENDATION:**

Staff recommends approval of the landowner's petition for expansion and extension of the City's extraterritorial jurisdiction (ETJ) to include tracts 1, 3, 4 and 5 of the North Johnson County Municipal Management District (MMD) No.1.

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

October 20, 2025: City Council granted consent to the annexation of 200.7453 acres of land in the City's extraterritorial jurisdiction (ETJ) into the TallGrass Municipal Management District (MMD).

October 6, 2025: City Council approved a development agreement for the TallGrass Municipal Management District (MMD).

**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

Procurement Method: n/a

**STAFF CONTACT:**

Tony D. McIlwain, AICP, CFM  
Development Services Director

[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)

817-426-9684



# **ETJ EXPANSION AND EXTENSION TALLGRASS MUNICIPAL MANAGEMENT DISTRICT**

**City Council: January 20, 2026**

# BACKGROUND

- October 6, 2025: The City entered into a Development Agreement with AP-Groundwork Venture, LLC pertaining to the North Johnson County Municipal Management District (MMD) No. 1, locally known as TallGrass.
- Section 3.3 of the Development Agreement relates to the City's consent to the expansion and extension of the ETJ into the MMD.
- Staff has received the Petition for expansion and extension of the ETJ to include Tracts 1, 3, 4 and 5 of the TallGrass development.

The bearing is by a bearing station based on the Texas Coordinate System of 1983 (PRT), North Central Zone, 4733 Second 14 offset datum on August 28, 2014 with an adjusted coordinate system of 15001.

C. Except as specifically noted or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, building setbacks, lot, tract, or subdivision characteristics, easements, covenants, restrictions, zoning, or other land use regulations or restrictions. These matters are to be determined by the owner of the subject tract.

D. Any description made herein of the subject tract is the legal purchase of the survey, it is not intended to establish covenants or subdivisions of the survey.

E. This survey does not provide a determination or express confirmation of the location of boundary markers, if it exists, nor of particular tract corners, subdivisions, easements, and environmental conditions or other legal issues. Its statements are merely concerning the validity and accuracy of the plat for the intended use, purpose or record purpose.

F. The word "survey" as used herein does not include a subdivision or subdivision of professional services regarding the facts of the survey and the creation of a subdivision as it is used in the public domain.

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. R1-220000001 for Johnson County, Texas and surrounding areas, dated October 4, 2012, the property is located within Zone A (unshaded) defined as "Area determined to be subject to the 0.2% annual chance flood" and Zone X defined as "Special flood hazard area (SFHA) subject to inundation by the 1% annual chance flood (the 1% Base Flood Flood elevation determined)". If this site is within an identified special flood hazard area, the Flood Elevation Code on this map indicates that the property owner has the structural threshold will be Free from Flooding or Flood Damage. On this occasion, greater floods can and will occur and Flood heights may be increased by manmade or natural causes. This flood statement shall not result liability on the part of the signatory.

ST CENTRAL OFFICE  
P.O. BOX 608 WHEELING  
W.VA - POINT OF DEPARTURE  
RTE # 99 FROM A-50 TO NEW GAT SET  
BNC - FROM FIDUCIARY LANDING  
BY BRON RITE ROAD  
OF A COMMERCIAL TRAILER PLANT  
OFF A BRON RITE TRAILER PLANT

C  
ROAD N

| CLINICAL TABLE |          |          |                     |                 |             |
|----------------|----------|----------|---------------------|-----------------|-------------|
| NO.            | RELATION | LOCALITY | CHARACTER OF LESION | CHIEF COMPLAINT | EXAMINATION |

| TRACT/VAL | ACRES   | SQ. FT.    |
|-----------|---------|------------|
| TRACT 1   | 237.000 | 16,322,400 |
| TRACT 2   | 97.001  | 6,685,300  |
| TRACT 4   | 95.889  | 6,658,700  |
| TRACT 5   | 88.750  | 6,246,000  |
| TOTAL     | 618.640 | 45,912,400 |

[illegible]

| LINE TABLE |         |          |
|------------|---------|----------|
| NO.        | REMARKS | LINE NO. |

## Tracts 1, 3, 4 and 5



A vicinity map showing the location of the site in the vicinity of the city of New York. The map includes a scale bar and a north arrow. The site is located in the vicinity of the city of New York, near the Hudson River and the New York City skyline.

ROARING CREEK RD

**BOUNDARY EXHIBIT**  
**PROPOSED NORTH JOHNSON**  
**COUNTY MMD NO. 1**  
SMITH SURVEY, ABSTRACT NO. 1012  
JAMES L GANT SURVEY,  
ABSTRACT NO. 316  
DENNIS DYKES SURVEY,  
ABSTRACT NO. 229  
FRANCIS A CLARIDGE SURVEY,  
ABSTRACT NO. 142  
GREEN B JAMISON SURVEY,  
ABSTRACT NO. 445  
JOHNSON COUNTY, TEXAS

## Kimley » Horn

|                                                                                                                               |                  |                    |                   |                    |                  |
|-------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------|-------------------|--------------------|------------------|
| 801 Cherry Street, Unit 91 # 8300<br>Fort Worth, Texas 76102      FAX: # 817-342-4040<br>Tel: 817-342-4040      www.c-w-p.com |                  |                    |                   |                    |                  |
| Date:<br>8-1-2007                                                                                                             | Drawn by:<br>MCH | Checked by:<br>MCH | Date:<br>8-1-2007 | Entered by:<br>MCH | Sheet:<br>1 of 1 |



# PROJECT SITE





# RECOMMENDATION

- Staff recommends City Council approve the landowner's petition requesting expansion and extension of the City's ETJ to include Tracts 1,3,4 and 5 of the North Johnson County Municipal Management District (MMD) No. 1.
- This action is consistent with the conditions detailed in the approved Development Agreement.

PETITION REQUESTING EXPANSION AND EXTENSION  
OF EXTRATERRITORIAL JURISDICTION

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

AP-Groundwork Venture, LLC, a Texas limited liability company (the “Petitioner”), the owner of the property described by metes and bounds in **Exhibit A**, and incorporated herein for all purposes (the “Property”), and acting pursuant to the provisions of Chapter 42 of the Texas Local Government Code, particularly Section 42.022, as amended, hereby petitions the Mayor and City Council of the City of Burleson, Texas (the “City”), to expand the City's extraterritorial jurisdiction to include the Property, and would show the following:

I.

The Petitioner is the owner of title to all of the land within the Property, as shown by the certificate of ownership provided by the Central Appraisal District of Johnson County, and there are no other owners, lienholders, or claimants to any legal or equitable interests in or to the Property.

II.

The Property is neither within the limits of any incorporated city, town, or village, nor within the extraterritorial jurisdiction (as such term is defined in Chapter 42 of the Texas Local Government Code) of any city, town, or village. The Property is or will be contiguous to the existing extraterritorial jurisdiction of the City.

III.

This petition and request is made pursuant to Section 42.022, Texas Local Government Code.

IV.

Whereas the Texas Legislature declared in Section 42.001, Texas Local Government Code, it to be the policy of the state to designate certain areas as the extraterritorial jurisdiction of municipalities to promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipalities.

V.

The Petitioner believes that it will be in the best interests of the Petitioner and the City, and will benefit the Property and the City, if the City extends and expands its extraterritorial jurisdiction to include all of the Property.

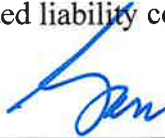
VI.

WHEREFORE, the Petitioner prays that this petition be granted; that the Property be added to and included within the extraterritorial jurisdiction of the City; and that this petition, if granted, be filed for record and be recorded in the Official Public Records of Johnson County, Texas.

[EXECUTION PAGE FOLLOWS]

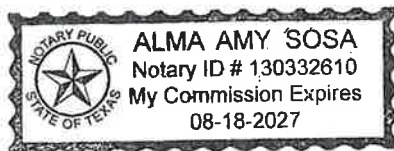
RESPECTFULLY EXECUTED this 23rd day of December, 2025.

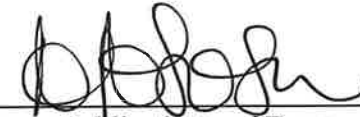
**AP-GROUNDWORK VENTURE, LLC,**  
a Texas limited liability company

By:   
Name: Robert Gass  
Title: Manager

THE STATE OF TEXAS                   §  
                                                  §  
COUNTY OF Dallas               §

This instrument was acknowledged before me on December 23 2025, by Robert Gass, as Manager of AP-GROUNDWORK VENTURE, LLC, a Texas limited liability company, on behalf of said limited liability company.



  
Notary Public, State of Texas

(NOTARY SEAL)

Attachment:

Exhibit A – Metes and Bounds Description of the Property

EXHIBIT A

Metes and Bounds Description of the Property

(attached)







## TRACT 1

**BEING** a 237.0927 acre (10,327,760 square foot) tract of land situated in the W G Smith Survey, Abstract No. 1012, the J L Gant Survey, Abstract No. 316, and the G B Jamison Survey, Abstract No. 445, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 4, 5, & 6 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said OPRJCT; said tract being more particularly described as follows:

**BEGINNING** at an aluminum disc stamped "TXDOT" (AD) found at the intersection of the east right-of-way line of Chisholm Trail Parkway (CTP) (a variable width right-of-way) and the northwest right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** along the said east line of CTP, the following six (6) calls:

North 30°38'51" West, a distance of 691.32 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 3,616.50 feet, a central angle of 15°35'49", and a chord bearing and distance of North 18°20'06" West, 981.44 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 984.48 feet to an AD found for corner at the beginning of a non-tangent curve to the right with a radius of 11,290.66 feet, a central angle of 01°44'24", and a chord bearing and distance of North 12°59'45" West, 342.89 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 342.90 feet to a point for corner at the beginning of a non-tangent curve to the left with a radius of 11,559.16 feet, a central angle of 00°50'00", and a chord bearing and distance of North 14°35'55" West, 168.12 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 168.12 feet to a brass disc stamped "TXDOT" (BD) found for corner at the beginning of a non-tangent curve to the right with a radius of 11,299.16 feet, a central angle of 10°50'45", and a chord bearing and distance of North 05°47'55" West, 2,135.71 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 2,138.90 feet to a point for corner;

North 00°20'41" West, a distance of 1,272.42 feet to an AD found for corner;

**THENCE** North 89°23'59" East, departing the said east line of CTP, a distance of 368.24 feet to a 1/2-inch iron rod found for the west corner of that tract of land described as Parcel 403 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT; said point being the beginning of a non-tangent curve to the left with a radius of 994.93 feet, a central angle of 15°49'41", and a chord bearing and distance of South 82°41'30" East, 273.98 feet; said point also being in County Road No. 1015 (an apparent public right-of-way);

**THENCE** in an easterly direction, with said non-tangent curve to the left, an arc distance of 274.85 feet to a point for corner;

**THENCE** North 89°23'40" East, a distance of 694.15 feet to a point for corner;

**THENCE** North 73°12'59" East, a distance of 309.28 feet to a point for corner;

**THENCE** South 89°44'01" East, a distance of 30.43 feet to a point for corner in the west line of said FM Road No. 1902;

**THENCE** South 00°15'59" West, along the said west line of FM Road No. 1902, a distance of 406.76 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner at the beginning of a non-tangent curve to the left with a radius of 1,472.39 feet, a central angle of 12°11'52", and a chord bearing and distance of South 05°50'01" East, 312.87 feet;

**THENCE** in a southerly direction, continuing along the said west line of FM Road No. 1902 and with said non-tangent curve to the left, an arc distance of 313.46 feet to a point for corner;

**THENCE** South 74°34'22" West, departing the said west line of FM Road No. 1902, a distance of 464.28 feet to a IRC set for corner;

**THENCE** South 33°06'38" East, a distance of 728.95 feet to a IRC set for corner;

**THENCE** North 46°03'22" East, a distance of 349.15 feet to a 5/8-inch iron rod found for corner in the said west line of FM Road No. 1902; said point being the beginning of a non-tangent curve to the left with a radius of 1,472.39 feet, a central angle of 02°25'52", and a chord bearing and distance of South 33°57'05" East, 62.47 feet;

**THENCE** continuing along the said west and northwest line of FM Road No. 1902, the following six (6) calls:

In a southerly direction, with said non-tangent curve to the left, an arc distance of 62.47 feet to a point for corner;

South 35°10'01" East, a distance of 913.60 feet to a IRC set for corner at the beginning of a non-tangent curve to the right with a radius of 1,869.86 feet, a central angle of 81°30'04", and a chord bearing and distance of South 05°34'58" West, 2,441.16 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 2,659.80 feet to a IRC set for corner;

South 46°19'59" West, a distance of 908.52 feet to a BD found for corner;

North 43°29'36" West, a distance of 32.74 feet to a BD found for corner;

South 50°09'20" West, a distance of 693.40 feet to the **POINT OF BEGINNING** and containing 10,327,760 square feet or 237.0927 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com



### TRACT 3

**BEING** a 37.0820 acre (1,615,291 square foot) tract of land situated in the Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 7 & 9 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

**BEGINNING** at a brass disc stamped "TXDOT" (BD) found at the east end of a right-of-way corner clip at the intersection of the west right-of-way line of Chisholm Trail Parkway (CTP) (a variable width right-of-way) and the southeast right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** along the said east line of CTP, the following three (3) calls:

South 22°33'22" East, a distance of 1,553.16 feet to a point for corner;

South 19°30'26" East, a distance of 817.47 feet to a point for corner at the beginning of a tangent curve to the right with a radius of 11,279.16 feet, a central angle of 02°53'59", and a chord bearing and distance of South 18°03'26" East, 570.77 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 570.83 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner; said point being the north corner of Block 1, Chisholm Trail West, an addition to the City of Burleson according to the plat recorded in Instrument No. 2021-74 of said OPRJCT; from said point a BD found along said curve to the right and in the said west line of CTP bears an arc length of 1,245.56 feet;

**THENCE** South 45°45'02" West, departing the said west line of CTP and along the northwest line of said Block 1, a distance of 686.32 feet to a point for corner in the northeast line of Section Two Whispering Meadows, an addition to the City of Burleson according to the plat recorded in Volume 6, Page 49 of the OPRJCT;

**THENCE** North 44°46'30" West, along the said northeast line of said Section Two, a distance of 425.53 feet to a point for corner in the east line of said FM Road No. 1902;

**THENCE** along the said east line of FM Road No. 1902, the following five (5) calls:

North 08°26'18" West, a distance of 2,319.58 feet to a IRC set for corner;

North 81°32'42" East, a distance of 40.42 feet to a IRC set for corner;

North 05°25'24" West, a distance of 200.28 feet to a point for corner;

North 00°29'13" East, a distance of 187.36 feet to a point for corner;

North 06°47'27" East, a distance of 232.82 feet to a BD found for corner at the west end of said corner clip;

**THENCE** North 80°25'28" East, along the south line of said corner clip, a distance of 36.38 feet to the **POINT OF BEGINNING** and containing 1,615,291 square feet or 37.0820 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com





#### TRACT 4

**BEING** a 85.6193 acre (3,729,576 square foot) tract of land situated in the Green B Jamison Survey, Abstract No. 445, Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 7, & 9 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

**BEGINNING** at a point at the intersection of the south right-of-way line of County Road No. 915 (a variable width right-of-way); and the west right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** along the said west line of FM Road No. 1902, the following six (6) calls:

South 24°56'25" West, a distance of 54.40 feet to a point for corner;

South 13°19'32" West, a distance of 45.64 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner;

South 07°20'43" East, a distance of 216.21 feet to a point for corner;

South 08°25'10" East, a distance of 408.81 feet to a IRC set for corner;

North 81°32'42" East, a distance of 18.00 feet to a IRC set for corner;

South 08°26'18" East, a distance of 2,219.54 feet to a IRC set for corner in northeast line of Section Two Whispering Meadows, an addition to the City of Burleson according to the plat recorded in Volume 6, Page 49 of the OPRJCT;

**THENCE** North 44°53'01" West, departing the said west line of FM Road NO. 1902 and along the said northeast line of Section Two, a distance of 1,612.04 feet to a point for corner;

**THENCE** North 41°43'10" West, continuing along the said northeast line of Section Two, a distance of 2,136.23 feet to a point for corner;

**THENCE** North 89°45'36" West, a distance of 34.69 feet to a point for corner in Roaring Creek Road (a 60-foot wide access easement as shown on said plat of Section Two;

**THENCE** North 00°14'24" East, along said Roaring Creek Road, a distance of 362.99 feet to a point for corner in said County Road 915;

**THENCE** South 89°59'38" East, along said County Road 915, a distance of 1,308.05 feet to a point for corner;

**THENCE** South 00°00'22" West, a distance of 20.58 feet to a IRC set for the west corner of that tract of land described as Parcel 404 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT;

**THENCE** South 78°55'09" East, along the south line of Parcel 404, a distance of 903.61 feet to the **POINT OF BEGINNING** and containing 3,729,576 square feet or 85.6193 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com



## TRACT 5

**BEING** a 60.7498 acre (2,646,260 square foot) tract of land situated in the Green B Jamison Survey and the W G Smith Survey, Abstract No. 1012, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 5, & 6 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

**BEGINNING** at a point at the intersection of the north right-of-way line of County Road No. 915 (a variable width right-of-way); and the west right-of-way line of FM Road NO. 1902 (a variable width right-of-way); said point also being the northeast corner of that tract of land described as Parcel 404 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT;

**THENCE** North 78°53'00" West, along the north line of said Parcel 404, a distance of 717.10 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner;

**THENCE** South 86°11'34" West, continuing along the said north line of Parcel 404, a distance of 202.00 feet to a IRC set for the west corner of said Parcel 404;

**THENCE** North 00°00'22" East, a distance of 20.58 feet to a point for corner in said County Road No. 915;

**THENCE** North 89°59'38" West, along said County Road No. 915, a distance of 256.77 feet to a point for corner;

**THENCE** North 00°45'42" West, departing said County Road No. 915, a distance of 2,631.08 feet to a IRC set for corner;

**THENCE** North 88°40'55" East, a distance of 369.38 feet to a IRC set for corner;

**THENCE** North 00°48'28" West, a distance of 3,417.72 feet to a IRC set for corner;

**THENCE** North 87°08'09" East, a distance of 56.59 feet to a IRC set for corner in the west right-of-way line of Chisholm Trail Parkway (a variable width right-of-way);

**THENCE** along the said west line of CTP, the following ten (10) calls:

South 00°22'32" East, a distance of 1,185.87 feet to a IRC set for corner at the beginning of a tangent curve to the left with a radius of 11,619.16 feet, a central angle of 10°30'22", and a chord bearing and distance of South 05°37'43" East, 2,127.58 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 2,130.56 feet to a IRC set for corner;

South 12°08'11" East, a distance of 995.28 feet to a IRC set for corner;

South 19°51'51" East, a distance of 379.29 feet to a point for corner;

South 17°47'45" East, a distance of 58.58 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 770.51 feet, a central angle of 23°01'33", and a chord bearing and distance of South 01°01'02" East, 307.57 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 309.65 feet to an aluminum disc stamped "TXDOT" (AD) found for corner;

South 10°29'45" West, a distance of 176.52 feet to an AD found for corner at the beginning of a tangent curve to the left with a radius of 866.51 feet, a central angle of 50°49'35", and a chord bearing and distance of South 14°55'03" East, 743.71 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 768.67 feet to an AD found for corner;

South 40°19'50" East, a distance of 203.70 feet to a brass disc stamped "TXDOT" found for corner;

**THENCE** South 17°08'28" West, a distance of 168.80 feet to the **POINT OF BEGINNING** and containing 2,646,260 square feet or 60.7498 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com



**CITY OF BURLESON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, GRANTING CONSENT TO THE EXPANSION AND EXTENSION OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY TO INCLUDE AN AREA CONTIGUOUS TO THE OTHERWISE EXISTING EXTRATERRITORIAL JURISDICTION OF THE CITY AT THE REQUEST OF THE OWNER OF THE AREA; MAKING FINDINGS RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Burleson, Texas (the “City”), a home rule municipality created under the laws of the State of Texas, received a request for consent from AP-Groundwork Venture, LLC (the “Petitioner”) to expand and extend the extraterritorial jurisdiction (“ETJ”) of the City to include 420.5438 acres of land, being owned by Petitioner, and being more particularly described in Exhibit A, attached hereto and incorporated by reference (the “Property”); and

**WHEREAS**, the Property is contiguous to the otherwise existing ETJ of the City and meets the applicable requirements of law for expansion of the City’s ETJ pursuant to Section 42.022(b) of the Texas Local Government Code; and

**WHEREAS**, the City wishes to grant its consent to the extension and expansion of the ETJ to include the Property;

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

**Section 1.** All of the above premises are hereby found to be true and correct legislative findings of the City Council and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Section 2.** The Petitioner’s “Petition Requesting Expansion and Extension of Extraterritorial Jurisdiction” is attached hereto as Exhibit B and made a part hereof for all purposes.

**Section 3.** The City Council of the City (the “City Council”) hereby grants its written consent, as provided by Section 42.022(b) of the Texas Local Government Code, to the expansion and extension of the ETJ of the City of Burleson, Texas, to include the Property, being more particular described in Exhibit A attached hereto and incorporated herein, and the City Manager of the City is hereby authorized to execute any documents necessary to effectuate this Resolution.

**Section 4.** The City Council hereby finds and determines that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place

convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code, as amended, and that this meeting was open to the public and the subject matter of this Resolution and its contents have been discussed, considered and formally acted upon by the City Council. Further, the City Council ratifies, approves and confirms such written notice and the contents and posting thereof, and the foregoing fully complied with all applicable law.

**Section 5.** This Resolution shall be effective from and after its passage by the City Council.

**PASSED AND APPROVED** by the City Council of the City of Burleson, Texas the \_\_\_\_ day of \_\_\_\_\_, 2026.

---

Chris Fletcher, Mayor  
City of Burleson, Texas

**ATTEST:**

---

Amanda Campos, City Secretary

**APPROVED AS TO FORM:**

---

E. Allen Taylor, Jr., City Attorney



Exhibit A

Metes and Bounds Description

(attached)





## TRACT 1

**BEING** a 237.0927 acre (10,327,760 square foot) tract of land situated in the W G Smith Survey, Abstract No. 1012, the J L Gant Survey, Abstract No. 316, and the G B Jamison Survey, Abstract No. 445, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 4, 5, & 6 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said OPRJCT; said tract being more particularly described as follows:

**BEGINNING** at an aluminum disc stamped "TXDOT" (AD) found at the intersection of the east right-of-way line of Chisholm Trail Parkway (CTP) (a variable width right-of-way) and the northwest right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** along the said east line of CTP, the following six (6) calls:

North 30°38'51" West, a distance of 691.32 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 3,616.50 feet, a central angle of 15°35'49", and a chord bearing and distance of North 18°20'06" West, 981.44 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 984.48 feet to an AD found for corner at the beginning of a non-tangent curve to the right with a radius of 11,290.66 feet, a central angle of 01°44'24", and a chord bearing and distance of North 12°59'45" West, 342.89 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 342.90 feet to a point for corner at the beginning of a non-tangent curve to the left with a radius of 11,559.16 feet, a central angle of 00°50'00", and a chord bearing and distance of North 14°35'55" West, 168.12 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 168.12 feet to a brass disc stamped "TXDOT" (BD) found for corner at the beginning of a non-tangent curve to the right with a radius of 11,299.16 feet, a central angle of 10°50'45", and a chord bearing and distance of North 05°47'55" West, 2,135.71 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 2,138.90 feet to a point for corner;

North 00°20'41" West, a distance of 1,272.42 feet to an AD found for corner;

**THENCE** North 89°23'59" East, departing the said east line of CTP, a distance of 368.24 feet to a 1/2-inch iron rod found for the west corner of that tract of land described as Parcel 403 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT; said point being the beginning of a non-tangent curve to the left with a radius of 994.93 feet, a central angle of 15°49'41", and a chord bearing and distance of South 82°41'30" East, 273.98 feet; said point also being in County Road No. 1015 (an apparent public right-of-way);

**THENCE** in an easterly direction, with said non-tangent curve to the left, an arc distance of 274.85 feet to a point for corner;

**THENCE** North 89°23'40" East, a distance of 694.15 feet to a point for corner;

**THENCE** North 73°12'59" East, a distance of 309.28 feet to a point for corner;

**THENCE** South 89°44'01" East, a distance of 30.43 feet to a point for corner in the west line of said FM Road No. 1902;

**THENCE** South 00°15'59" West, along the said west line of FM Road No. 1902, a distance of 406.76 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner at the beginning of a non-tangent curve to the left with a radius of 1,472.39 feet, a central angle of 12°11'52", and a chord bearing and distance of South 05°50'01" East, 312.87 feet;

**THENCE** in a southerly direction, continuing along the said west line of FM Road No. 1902 and with said non-tangent curve to the left, an arc distance of 313.46 feet to a point for corner;

**THENCE** South 74°34'22" West, departing the said west line of FM Road No. 1902, a distance of 464.28 feet to a IRC set for corner;

**THENCE** South 33°06'38" East, a distance of 728.95 feet to a IRC set for corner;

**THENCE** North 46°03'22" East, a distance of 349.15 feet to a 5/8-inch iron rod found for corner in the said west line of FM Road No. 1902; said point being the beginning of a non-tangent curve to the left with a radius of 1,472.39 feet, a central angle of 02°25'52", and a chord bearing and distance of South 33°57'05" East, 62.47 feet;

**THENCE** continuing along the said west and northwest line of FM Road No. 1902, the following six (6) calls:

In a southerly direction, with said non-tangent curve to the left, an arc distance of 62.47 feet to a point for corner;

South 35°10'01" East, a distance of 913.60 feet to a IRC set for corner at the beginning of a non-tangent curve to the right with a radius of 1,869.86 feet, a central angle of 81°30'04", and a chord bearing and distance of South 05°34'58" West, 2,441.16 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 2,659.80 feet to a IRC set for corner;

South 46°19'59" West, a distance of 908.52 feet to a BD found for corner;

North 43°29'36" West, a distance of 32.74 feet to a BD found for corner;

South 50°09'20" West, a distance of 693.40 feet to the **POINT OF BEGINNING** and containing 10,327,760 square feet or 237.0927 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com





### TRACT 3

**BEING** a 37.0820 acre (1,615,291 square foot) tract of land situated in the Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 7 & 9 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

**BEGINNING** at a brass disc stamped "TXDOT" (BD) found at the east end of a right-of-way corner clip at the intersection of the west right-of-way line of Chisholm Trail Parkway (CTP) (a variable width right-of-way) and the southeast right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** along the said east line of CTP, the following three (3) calls:

South 22°33'22" East, a distance of 1,553.16 feet to a point for corner;

South 19°30'26" East, a distance of 817.47 feet to a point for corner at the beginning of a tangent curve to the right with a radius of 11,279.16 feet, a central angle of 02°53'59", and a chord bearing and distance of South 18°03'26" East, 570.77 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 570.83 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner; said point being the north corner of Block 1, Chisholm Trail West, an addition to the City of Burleson according to the plat recorded in Instrument No. 2021-74 of said OPRJCT; from said point a BD found along said curve to the right and in the said west line of CTP bears an arc length of 1,245.56 feet;

**THENCE** South 45°45'02" West, departing the said west line of CTP and along the northwest line of said Block 1, a distance of 686.32 feet to a point for corner in the northeast line of Section Two Whispering Meadows, an addition to the City of Burleson according to the plat recorded in Volume 6, Page 49 of the OPRJCT;

**THENCE** North 44°46'30" West, along the said northeast line of said Section Two, a distance of 425.53 feet to a point for corner in the east line of said FM Road No. 1902;

**THENCE** along the said east line of FM Road No. 1902, the following five (5) calls:

North 08°26'18" West, a distance of 2,319.58 feet to a IRC set for corner;

North 81°32'42" East, a distance of 40.42 feet to a IRC set for corner;

North 05°25'24" West, a distance of 200.28 feet to a point for corner;

North 00°29'13" East, a distance of 187.36 feet to a point for corner;

North 06°47'27" East, a distance of 232.82 feet to a BD found for corner at the west end of said corner clip;

**THENCE** North 80°25'28" East, along the south line of said corner clip, a distance of 36.38 feet to the **POINT OF BEGINNING** and containing 1,615,291 square feet or 37.0820 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com



#### TRACT 4

**BEING** a 85.6193 acre (3,729,576 square foot) tract of land situated in the Green B Jamison Survey, Abstract No. 445, Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 7, & 9 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

**BEGINNING** at a point at the intersection of the south right-of-way line of County Road No. 915 (a variable width right-of-way); and the west right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** along the said west line of FM Road No. 1902, the following six (6) calls:

South 24°56'25" West, a distance of 54.40 feet to a point for corner;

South 13°19'32" West, a distance of 45.64 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner;

South 07°20'43" East, a distance of 216.21 feet to a point for corner;

South 08°25'10" East, a distance of 408.81 feet to a IRC set for corner;

North 81°32'42" East, a distance of 18.00 feet to a IRC set for corner;

South 08°26'18" East, a distance of 2,219.54 feet to a IRC set for corner in northeast line of Section Two Whispering Meadows, an addition to the City of Burleson according to the plat recorded in Volume 6, Page 49 of the OPRJCT;

**THENCE** North 44°53'01" West, departing the said west line of FM Road NO. 1902 and along the said northeast line of Section Two, a distance of 1,612.04 feet to a point for corner;

**THENCE** North 41°43'10" West, continuing along the said northeast line of Section Two, a distance of 2,136.23 feet to a point for corner;

**THENCE** North 89°45'36" West, a distance of 34.69 feet to a point for corner in Roaring Creek Road (a 60-foot wide access easement as shown on said plat of Section Two;

**THENCE** North 00°14'24" East, along said Roaring Creek Road, a distance of 362.99 feet to a point for corner in said County Road 915;

**THENCE** South 89°59'38" East, along said County Road 915, a distance of 1,308.05 feet to a point for corner;

**THENCE** South 00°00'22" West, a distance of 20.58 feet to a IRC set for the west corner of that tract of land described as Parcel 404 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT;

**THENCE** South 78°55'09" East, along the south line of Parcel 404, a distance of 903.61 feet to the **POINT OF BEGINNING** and containing 3,729,576 square feet or 85.6193 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com



## TRACT 5

**BEING** a 60.7498 acre (2,646,260 square foot) tract of land situated in the Green B Jamison Survey and the W G Smith Survey, Abstract No. 1012, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 5, & 6 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

**BEGINNING** at a point at the intersection of the north right-of-way line of County Road No. 915 (a variable width right-of-way); and the west right-of-way line of FM Road NO. 1902 (a variable width right-of-way); said point also being the northeast corner of that tract of land described as Parcel 404 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT;

**THENCE** North 78°53'00" West, along the north line of said Parcel 404, a distance of 717.10 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner;

**THENCE** South 86°11'34" West, continuing along the said north line of Parcel 404, a distance of 202.00 feet to a IRC set for the west corner of said Parcel 404;

**THENCE** North 00°00'22" East, a distance of 20.58 feet to a point for corner in said County Road No. 915;

**THENCE** North 89°59'38" West, along said County Road No. 915, a distance of 256.77 feet to a point for corner;

**THENCE** North 00°45'42" West, departing said County Road No. 915, a distance of 2,631.08 feet to a IRC set for corner;

**THENCE** North 88°40'55" East, a distance of 369.38 feet to a IRC set for corner;

**THENCE** North 00°48'28" West, a distance of 3,417.72 feet to a IRC set for corner;

**THENCE** North 87°08'09" East, a distance of 56.59 feet to a IRC set for corner in the west right-of-way line of Chisholm Trail Parkway (a variable width right-of-way);

**THENCE** along the said west line of CTP, the following ten (10) calls:

South 00°22'32" East, a distance of 1,185.87 feet to a IRC set for corner at the beginning of a tangent curve to the left with a radius of 11,619.16 feet, a central angle of 10°30'22", and a chord bearing and distance of South 05°37'43" East, 2,127.58 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 2,130.56 feet to a IRC set for corner;

South 12°08'11" East, a distance of 995.28 feet to a IRC set for corner;

South 19°51'51" East, a distance of 379.29 feet to a point for corner;

South 17°47'45" East, a distance of 58.58 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 770.51 feet, a central angle of 23°01'33", and a chord bearing and distance of South 01°01'02" East, 307.57 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 309.65 feet to an aluminum disc stamped "TXDOT" (AD) found for corner;

South 10°29'45" West, a distance of 176.52 feet to an AD found for corner at the beginning of a tangent curve to the left with a radius of 866.51 feet, a central angle of 50°49'35", and a chord bearing and distance of South 14°55'03" East, 743.71 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 768.67 feet to an AD found for corner;

South 40°19'50" East, a distance of 203.70 feet to a brass disc stamped "TXDOT" found for corner;

**THENCE** South 17°08'28" West, a distance of 168.80 feet to the **POINT OF BEGINNING** and containing 2,646,260 square feet or 60.7498 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com





Exhibit B

Petition Requesting Expansion and Extension of Extraterritorial Jurisdiction

(attached)

PETITION REQUESTING EXPANSION AND EXTENSION  
OF EXTRATERRITORIAL JURISDICTION

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

AP-Groundwork Venture, LLC, a Texas limited liability company (the “Petitioner”), the owner of the property described by metes and bounds in **Exhibit A**, and incorporated herein for all purposes (the “Property”), and acting pursuant to the provisions of Chapter 42 of the Texas Local Government Code, particularly Section 42.022, as amended, hereby petitions the Mayor and City Council of the City of Burleson, Texas (the “City”), to expand the City's extraterritorial jurisdiction to include the Property, and would show the following:

I.

The Petitioner is the owner of title to all of the land within the Property, as shown by the certificate of ownership provided by the Central Appraisal District of Johnson County, and there are no other owners, lienholders, or claimants to any legal or equitable interests in or to the Property.

II.

The Property is neither within the limits of any incorporated city, town, or village, nor within the extraterritorial jurisdiction (as such term is defined in Chapter 42 of the Texas Local Government Code) of any city, town, or village. The Property is or will be contiguous to the existing extraterritorial jurisdiction of the City.

III.

This petition and request is made pursuant to Section 42.022, Texas Local Government Code.

IV.

Whereas the Texas Legislature declared in Section 42.001, Texas Local Government Code, it to be the policy of the state to designate certain areas as the extraterritorial jurisdiction of municipalities to promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipalities.

V.

The Petitioner believes that it will be in the best interests of the Petitioner and the City, and will benefit the Property and the City, if the City extends and expands its extraterritorial jurisdiction to include all of the Property.

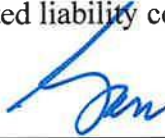
VI.

WHEREFORE, the Petitioner prays that this petition be granted; that the Property be added to and included within the extraterritorial jurisdiction of the City; and that this petition, if granted, be filed for record and be recorded in the Official Public Records of Johnson County, Texas.

[EXECUTION PAGE FOLLOWS]

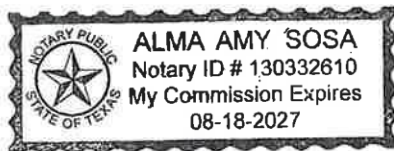
RESPECTFULLY EXECUTED this 23rd day of December, 2025.

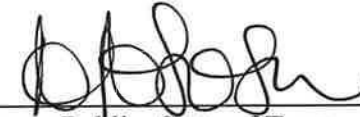
**AP-GROUNDWORK VENTURE, LLC,**  
a Texas limited liability company

By:   
Name: Robert Gass  
Title: Manager

THE STATE OF TEXAS                   §  
                                                  §  
COUNTY OF Dallas               §

This instrument was acknowledged before me on December 23 2025, by Robert Gass, as Manager of AP-GROUNDWORK VENTURE, LLC, a Texas limited liability company, on behalf of said limited liability company.



  
Notary Public, State of Texas

(NOTARY SEAL)

Attachment:

Exhibit A – Metes and Bounds Description of the Property

EXHIBIT A

Metes and Bounds Description of the Property

(attached)







## TRACT 1

**BEING** a 237.0927 acre (10,327,760 square foot) tract of land situated in the W G Smith Survey, Abstract No. 1012, the J L Gant Survey, Abstract No. 316, and the G B Jamison Survey, Abstract No. 445, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 4, 5, & 6 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said OPRJCT; said tract being more particularly described as follows:

**BEGINNING** at an aluminum disc stamped "TXDOT" (AD) found at the intersection of the east right-of-way line of Chisholm Trail Parkway (CTP) (a variable width right-of-way) and the northwest right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** along the said east line of CTP, the following six (6) calls:

North 30°38'51" West, a distance of 691.32 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 3,616.50 feet, a central angle of 15°35'49", and a chord bearing and distance of North 18°20'06" West, 981.44 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 984.48 feet to an AD found for corner at the beginning of a non-tangent curve to the right with a radius of 11,290.66 feet, a central angle of 01°44'24", and a chord bearing and distance of North 12°59'45" West, 342.89 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 342.90 feet to a point for corner at the beginning of a non-tangent curve to the left with a radius of 11,559.16 feet, a central angle of 00°50'00", and a chord bearing and distance of North 14°35'55" West, 168.12 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 168.12 feet to a brass disc stamped "TXDOT" (BD) found for corner at the beginning of a non-tangent curve to the right with a radius of 11,299.16 feet, a central angle of 10°50'45", and a chord bearing and distance of North 05°47'55" West, 2,135.71 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 2,138.90 feet to a point for corner;

North 00°20'41" West, a distance of 1,272.42 feet to an AD found for corner;

**THENCE** North 89°23'59" East, departing the said east line of CTP, a distance of 368.24 feet to a 1/2-inch iron rod found for the west corner of that tract of land described as Parcel 403 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT; said point being the beginning of a non-tangent curve to the left with a radius of 994.93 feet, a central angle of 15°49'41", and a chord bearing and distance of South 82°41'30" East, 273.98 feet; said point also being in County Road No. 1015 (an apparent public right-of-way);

**THENCE** in an easterly direction, with said non-tangent curve to the left, an arc distance of 274.85 feet to a point for corner;

**THENCE** North 89°23'40" East, a distance of 694.15 feet to a point for corner;

**THENCE** North 73°12'59" East, a distance of 309.28 feet to a point for corner;

**THENCE** South 89°44'01" East, a distance of 30.43 feet to a point for corner in the west line of said FM Road No. 1902;

**THENCE** South 00°15'59" West, along the said west line of FM Road No. 1902, a distance of 406.76 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner at the beginning of a non-tangent curve to the left with a radius of 1,472.39 feet, a central angle of 12°11'52", and a chord bearing and distance of South 05°50'01" East, 312.87 feet;

**THENCE** in a southerly direction, continuing along the said west line of FM Road No. 1902 and with said non-tangent curve to the left, an arc distance of 313.46 feet to a point for corner;

**THENCE** South 74°34'22" West, departing the said west line of FM Road No. 1902, a distance of 464.28 feet to a IRC set for corner;

**THENCE** South 33°06'38" East, a distance of 728.95 feet to a IRC set for corner;

**THENCE** North 46°03'22" East, a distance of 349.15 feet to a 5/8-inch iron rod found for corner in the said west line of FM Road No. 1902; said point being the beginning of a non-tangent curve to the left with a radius of 1,472.39 feet, a central angle of 02°25'52", and a chord bearing and distance of South 33°57'05" East, 62.47 feet;

**THENCE** continuing along the said west and northwest line of FM Road No. 1902, the following six (6) calls:

In a southerly direction, with said non-tangent curve to the left, an arc distance of 62.47 feet to a point for corner;

South 35°10'01" East, a distance of 913.60 feet to a IRC set for corner at the beginning of a non-tangent curve to the right with a radius of 1,869.86 feet, a central angle of 81°30'04", and a chord bearing and distance of South 05°34'58" West, 2,441.16 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 2,659.80 feet to a IRC set for corner;

South 46°19'59" West, a distance of 908.52 feet to a BD found for corner;

North 43°29'36" West, a distance of 32.74 feet to a BD found for corner;

South 50°09'20" West, a distance of 693.40 feet to the **POINT OF BEGINNING** and containing 10,327,760 square feet or 237.0927 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com



### TRACT 3

**BEING** a 37.0820 acre (1,615,291 square foot) tract of land situated in the Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 7 & 9 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

**BEGINNING** at a brass disc stamped "TXDOT" (BD) found at the east end of a right-of-way corner clip at the intersection of the west right-of-way line of Chisholm Trail Parkway (CTP) (a variable width right-of-way) and the southeast right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** along the said east line of CTP, the following three (3) calls:

South 22°33'22" East, a distance of 1,553.16 feet to a point for corner;

South 19°30'26" East, a distance of 817.47 feet to a point for corner at the beginning of a tangent curve to the right with a radius of 11,279.16 feet, a central angle of 02°53'59", and a chord bearing and distance of South 18°03'26" East, 570.77 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 570.83 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner; said point being the north corner of Block 1, Chisholm Trail West, an addition to the City of Burleson according to the plat recorded in Instrument No. 2021-74 of said OPRJCT; from said point a BD found along said curve to the right and in the said west line of CTP bears an arc length of 1,245.56 feet;

**THENCE** South 45°45'02" West, departing the said west line of CTP and along the northwest line of said Block 1, a distance of 686.32 feet to a point for corner in the northeast line of Section Two Whispering Meadows, an addition to the City of Burleson according to the plat recorded in Volume 6, Page 49 of the OPRJCT;

**THENCE** North 44°46'30" West, along the said northeast line of said Section Two, a distance of 425.53 feet to a point for corner in the east line of said FM Road No. 1902;

**THENCE** along the said east line of FM Road No. 1902, the following five (5) calls:

North 08°26'18" West, a distance of 2,319.58 feet to a IRC set for corner;

North 81°32'42" East, a distance of 40.42 feet to a IRC set for corner;

North 05°25'24" West, a distance of 200.28 feet to a point for corner;

North 00°29'13" East, a distance of 187.36 feet to a point for corner;

North 06°47'27" East, a distance of 232.82 feet to a BD found for corner at the west end of said corner clip;

**THENCE** North 80°25'28" East, along the south line of said corner clip, a distance of 36.38 feet to the **POINT OF BEGINNING** and containing 1,615,291 square feet or 37.0820 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com





#### TRACT 4

**BEING** a 85.6193 acre (3,729,576 square foot) tract of land situated in the Green B Jamison Survey, Abstract No. 445, Dennis Dykes Survey, Abstract No. 229 and the Francis A Claridge Survey, Abstract No. 142, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 7, & 9 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

**BEGINNING** at a point at the intersection of the south right-of-way line of County Road No. 915 (a variable width right-of-way); and the west right-of-way line of FM Road No. 1902 (a variable width right-of-way);

**THENCE** along the said west line of FM Road No. 1902, the following six (6) calls:

South 24°56'25" West, a distance of 54.40 feet to a point for corner;

South 13°19'32" West, a distance of 45.64 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner;

South 07°20'43" East, a distance of 216.21 feet to a point for corner;

South 08°25'10" East, a distance of 408.81 feet to a IRC set for corner;

North 81°32'42" East, a distance of 18.00 feet to a IRC set for corner;

South 08°26'18" East, a distance of 2,219.54 feet to a IRC set for corner in northeast line of Section Two Whispering Meadows, an addition to the City of Burleson according to the plat recorded in Volume 6, Page 49 of the OPRJCT;

**THENCE** North 44°53'01" West, departing the said west line of FM Road NO. 1902 and along the said northeast line of Section Two, a distance of 1,612.04 feet to a point for corner;

**THENCE** North 41°43'10" West, continuing along the said northeast line of Section Two, a distance of 2,136.23 feet to a point for corner;

**THENCE** North 89°45'36" West, a distance of 34.69 feet to a point for corner in Roaring Creek Road (a 60-foot wide access easement as shown on said plat of Section Two;

**THENCE** North 00°14'24" East, along said Roaring Creek Road, a distance of 362.99 feet to a point for corner in said County Road 915;

**THENCE** South 89°59'38" East, along said County Road 915, a distance of 1,308.05 feet to a point for corner;

**THENCE** South 00°00'22" West, a distance of 20.58 feet to a IRC set for the west corner of that tract of land described as Parcel 404 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT;

**THENCE** South 78°55'09" East, along the south line of Parcel 404, a distance of 903.61 feet to the **POINT OF BEGINNING** and containing 3,729,576 square feet or 85.6193 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com



## TRACT 5

**BEING** a 60.7498 acre (2,646,260 square foot) tract of land situated in the Green B Jamison Survey and the W G Smith Survey, Abstract No. 1012, Johnson County, Texas; said tract being part of that tract of land described in Correction General Warranty Deed to AP Land Holdings, LLC recorded in Instrument No. 2014-16216 of the Official Public Records of Johnson County, Texas (OPRJCT); said tract also being part of Tracts 3, 5, & 6 described in Deed of Distribution to James Clifton Armstrong recorded in Volume 2060, Page 282 of said Official Public Records; said tract being more particularly described as follows:

**BEGINNING** at a point at the intersection of the north right-of-way line of County Road No. 915 (a variable width right-of-way); and the west right-of-way line of FM Road NO. 1902 (a variable width right-of-way); said point also being the northeast corner of that tract of land described as Parcel 404 to the North Texas Toll Authority recorded in Instrument No. 2014-22793 of said OPRJCT;

**THENCE** North 78°53'00" West, along the north line of said Parcel 404, a distance of 717.10 feet to a 5/8-inch iron rod with "KHA" cap (IRC) set for corner;

**THENCE** South 86°11'34" West, continuing along the said north line of Parcel 404, a distance of 202.00 feet to a IRC set for the west corner of said Parcel 404;

**THENCE** North 00°00'22" East, a distance of 20.58 feet to a point for corner in said County Road No. 915;

**THENCE** North 89°59'38" West, along said County Road No. 915, a distance of 256.77 feet to a point for corner;

**THENCE** North 00°45'42" West, departing said County Road No. 915, a distance of 2,631.08 feet to a IRC set for corner;

**THENCE** North 88°40'55" East, a distance of 369.38 feet to a IRC set for corner;

**THENCE** North 00°48'28" West, a distance of 3,417.72 feet to a IRC set for corner;

**THENCE** North 87°08'09" East, a distance of 56.59 feet to a IRC set for corner in the west right-of-way line of Chisholm Trail Parkway (a variable width right-of-way);

**THENCE** along the said west line of CTP, the following ten (10) calls:

South 00°22'32" East, a distance of 1,185.87 feet to a IRC set for corner at the beginning of a tangent curve to the left with a radius of 11,619.16 feet, a central angle of 10°30'22", and a chord bearing and distance of South 05°37'43" East, 2,127.58 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 2,130.56 feet to a IRC set for corner;

South 12°08'11" East, a distance of 995.28 feet to a IRC set for corner;

South 19°51'51" East, a distance of 379.29 feet to a point for corner;

South 17°47'45" East, a distance of 58.58 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 770.51 feet, a central angle of 23°01'33", and a chord bearing and distance of South 01°01'02" East, 307.57 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 309.65 feet to an aluminum disc stamped "TXDOT" (AD) found for corner;

South 10°29'45" West, a distance of 176.52 feet to an AD found for corner at the beginning of a tangent curve to the left with a radius of 866.51 feet, a central angle of 50°49'35", and a chord bearing and distance of South 14°55'03" East, 743.71 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 768.67 feet to an AD found for corner;

South 40°19'50" East, a distance of 203.70 feet to a brass disc stamped "TXDOT" found for corner;

**THENCE** South 17°08'28" West, a distance of 168.80 feet to the **POINT OF BEGINNING** and containing 2,646,260 square feet or 60.7498 acres of land, more or less.

---

Michael C. Billingsley  
Registered Professional Land Surveyor No. 6558  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit 11, Suite 950  
Fort Worth, Texas 76102  
Ph. 817-335-6511  
michael.billingsley@kimley-horn.com



## City Council Regular Meeting

**DEPARTMENT:** Development Services


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

**MEETING:** January 20, 2026

### **SUBJECT:**

Hold the first public hearing on a proposed strategic partnership agreement (SPA) with the North Johnson County Municipal Management District No. 1. (First Reading) *(Staff Contact: Tony D. McIlwain, Development Services Director)*

### **STRATEGIC PRIORITY AND GOAL(S):**

| Strategic Priority                                                                                                                                        | Strategic Goal                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
|  <p><b>Dynamic &amp; Preferred City</b><br/>Through Managed Growth</p> | <p>2.1 Promote sustainable residential and commercial development through strategic and long-term planning</p> |

### **SUMMARY:**

The City of Burleson entered into a development agreement with AP-Groundwork Venture, LLC for North Johnson County Municipal Management District No. 1, also known as TallGrass. The project is being proposed at the intersection of Chisholm Trail Parkway and FM 1902. The District is bringing forward this strategic partnership agreement (SPA) to provide, among other things, conditions for annexation of the MMD and limited purpose annexation of land.

The SPA states the City will not fully annex the property until the following conditions have been met:

- All of the District's water, sanitary sewer, drainage, park and recreational, and road facilities have been constructed.
- The Developer has, and the Developer's successors and assigns have, been reimbursed to the maximum extent permitted by the rules of the Commission or other applicable law.

Prior to annexation, the MMD is authorized to exercise all powers and functions as provided by law. Following annexation, the MMD will continue to exist as a limited purpose district for an initial ten-year period to allow for the continued maintenance and operation of the Drainage Improvements, Park, Trail, and Open Space Improvements, and the street alleys.

The SPA allows the City to “annex the land within the District for the limited purposes of imposing and collecting the City’s Sale and Use Tax at any time after the effective date of this Agreement, as determined by the City and the District.” It shall be noted that limited purpose annexation of any property does not remove it from the MMD, nor is the City able to impose ad valorem taxes on any property. The limited purpose annexation is solely for the imposition and collection of the City’s Sales and Use Tax.

**RECOMMENDATION:**

Staff recommends the Council hold the first of two public hearings on the SPA. Council will conduct the second public hearing on February 2, 2026.

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

October 20, 2025: City Council granted consent to the annexation of 200.7453 acres of land in the City’s extraterritorial jurisdiction (ETJ) into the TallGrass Municipal Management District (MMD).

October 6, 2025: City Council approved a development agreement for the TallGrass Municipal Management District (MMD).

**REFERENCE:**

None

**FISCAL IMPACT:**

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

**STAFF CONTACT:**

Tony D. McIlwain  
 Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
 817-426-9684





# **TALLGRASS MMD**

## **FIRST PUBLIC HEARING: STRATEGIC PARTNERSHIP AGREEMENT**

# BACKGROUND

- City of Burleson entered into a development agreement with AP-Groundwork Venture, LLC for North Johnson County Municipal Management District No. 1, also known as TallGrass.
- The project is being proposed at the intersection of Chisholm Trail Parkway and FM 1902.
- The District is bringing forward this strategic partnership agreement (SPA) to provide, among other things, conditions for annexation of the MMD and limited purpose annexation of land.

# PUBLIC NOTICE/PUBLIC HEARINGS

- LGC §43.0751 requires the City to conduct two public hearings where members of the public who wish to present testimony or evidence regarding the proposed agreement shall be given the opportunity to do so.
  - Public hearing dates are January 20<sup>th</sup> and February 2<sup>nd</sup>.
- Notice of public hearings conducted by the governing body of a municipality must be published at least once on or after the 20th day before each date.
  - Staff provided notice of public hearings in the Fort Worth Star Telegram on January 9<sup>th</sup> and January 16<sup>th</sup>.
- The public hearing notices contained a statement of the purpose of the hearing, the date, time, and place of the hearing, and the location where copies of the proposed agreement may be obtained prior to the hearing.

# SPA ANNEXATION CONDITIONS

- Prior to annexation, the MMD is authorized to exercise all powers and functions as provided by law.
- The SPA allows the City to “annex the land within the District for the limited purposes of imposing and collecting the City’s Sale and Use Tax at any time after the effective date of this Agreement, as determined by the City and the District.”
- It shall be noted that limited purpose annexation of any property does not remove it from the MMD, nor is the City able to impose ad valorem taxes on any property. The limited purpose annexation is solely for the imposition and collection of the City’s Sales and Use Tax.

# SPA ANNEXATION CONDITIONS

- The City will not fully annex the District until the following conditions have been met, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:
  - All of the District's water, sanitary sewer, drainage, park and recreational, and road facilities have been constructed.
  - The Developer has, and the Developer's successors and assigns have, been reimbursed to the maximum extent permitted by the rules of the Commission or other applicable law.
  
- Following annexation, the MMD will continue to exist as a limited purpose district for an initial ten-year period to allow for the continued maintenance and operation of the Drainage Improvements, Park, Trail, and Open Space Improvements, and the street alleys.

# EMERGENCY SERVICES DISTRICT

- Upon full-purpose annexation, City agrees to remove property from Johnson County Emergency Services District (ESD) #1 (*and any other applicable ESD*) no later than one hundred and eighty (180) days following full-purpose annexation of the Property into the City's corporate limits.
- The City is required to pay the cost for the removal of the property from the ESD, subject to the appropriation of public funds by the City Council in the fiscal year(s) in which the City seeks to remove the Property from the ESD.

# SPA TERM DURATION

- Initial term of the SPA is forty-five (45) years, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District.
- Upon the expiration of the initial term, the SPA shall automatically extend for successive one-year periods, unless either the City or the District give notice to the other of its intent to terminate prior to any extension term.





# RECOMMENDATION

- **Staff recommends City Council conduct the first public hearing on the Strategic Partnership Agreement.**

## STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS           §  
                                             §  
COUNTY OF JOHNSON       §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this “*Agreement*”) is made and entered into, effective as \_\_\_\_\_, 2026, by and between the **CITY OF BURLESON, TEXAS**, a municipal corporation and home rule city of the State of Texas (the “*City*”), and the **NORTH JOHNSON COUNTY MUNICIPAL MANAGEMENT DISTRICT NO. 1**, a conservation and reclamation district created pursuant to Article III, Section 52, Article XIV, Section 59, and Article III, Section 52-a, Texas Constitution and operating pursuant to Chapter 49, Texas Water Code, and Chapter 375, Texas Local Government Code (the “*District*”).

### RECITALS

The District has been created for the purpose of providing water, sewer, drainage, road and recreational facilities to the land within its boundaries. On the date of this Agreement, the land within the District, consisting of 621 acres, is located entirely within the extraterritorial jurisdiction (“*ETJ*”) of the City.

The provisions of TEX. LOCAL GOV’T CODE, Section 43.0751 (the “*Act*”) state that the City and the District may enter into a strategic partnership agreement by mutual consent and the City and the District wish to enter into such an agreement.

The District conducted public hearings regarding this Agreement on [\_\_\_\_\_] at [\_\_\_\_\_] within the boundaries of the District, and on [\_\_\_\_\_] at the offices of Allen Boone Humphries Robinson LLP, 4514 Cole Avenue, Suite 1450, Dallas, Texas 75205, notice thereof having been given in accordance with the procedural requirements of Texas Local Government Code Section 43.0751.

The City conducted public hearings regarding this Agreement on [\_\_\_\_\_] and on [\_\_\_\_\_] in the City Hall Council Chambers of the City located at 141 W. Renfro, Burleson, Texas 76028, notice thereof having been given in accordance with Texas Local Government Code Section 43.0751.

The District has, by formal action, after public hearings approved this Agreement on [\_\_\_\_\_] in open session at a meeting held in accordance with the Open Meetings Act.

The City has, by formal action, after public hearings approved this Agreement on [\_\_\_\_\_] in open session at a meeting held in accordance with the Open Meetings Act.

All procedural requirements imposed by state law for the adoption of this Agreement have been met.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

## **ARTICLE 1 DEFINITIONS**

1.01. Definitions. The terms *Act*, *Agreement*, *City*, *District*, and *ETJ* shall have the meanings provided for them in the recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

*Commission* means the Texas Commission on Environmental Quality and its successors.

*Developer* means the entity or entities advancing funds to the District for the design and construction of District facilities and for other legal purposes which advances are subject to reimbursement by the District pursuant to the rules of the Commission.

*Development Agreement* means that certain Development Agreement dated October 6, 2025 entered into by and between AP-Groundwork Venture, LLC, the City, and the District.

*Implementation Date* means the date the limited-purpose annexation ordinance is passed by the City Council.

*Limited District* has the meaning set forth in Section 2.03.

*Notice* has the meaning set forth in Section 5.03.

*Person* means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other entity whatsoever.

*Sales and Use Tax* means the sales and use tax authorized to be imposed in the District by the Act and Texas Tax Code, Chapter 321.

1.02. Findings and Conclusions. The City and the District hereby find and declare:

- a. The Act authorizes the City and the District to enter into this Agreement.
- b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided to the other party.
- c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing was published in the format required by TEX. LOCAL GOV'T CODE, Section 43.123(b) and was published at least once on or after the 20th day before each public hearing of the City. The District's notice of each hearing was given as required under the Texas Water Code for other district notifications.

## **ARTICLE 2 ANNEXATION OF THE DISTRICT**

### **2.01. Conditions to Annexation.**

a. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the District agree that, without regard to the City's right and power under existing or subsequently enacted law and subject to Section 2.02, the City will not fully annex the District until the following conditions have been met, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

1. All of the District's water, sanitary sewer, drainage, park and recreational, and road facilities have been constructed.
2. The Developer has, and the Developer's successors and assigns have, been reimbursed to the maximum extent permitted by the rules of the Commission or other applicable law.

b. In addition to satisfaction of the conditions provided above, if the District has bonds, notes or other indebtedness outstanding that are payable for and secured by the District's ad valorem taxes, the City shall not be authorized to annex the District for full purposes unless and until the City is authorized to levy an ad valorem tax on property in the District and is authorized to levy an ad valorem tax in an amount sufficient to pay the assumed District indebtedness.

2.02. Operations Prior to Full-Purpose Annexation. Prior to annexation of the entire District for full purposes, except as may be specifically provided in this Agreement, the District is authorized to exercise all powers and functions of a municipal management district provided by law, including, without limiting the foregoing, the power to incur additional debts, liabilities, or obligations, to construct additional utility facilities, or to contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval of the City. The District agrees to generally comply with the City's special purpose district policy.

2.03. Continuation of the District Following Full-Purpose Annexation. Upon annexation of the entire District under the provisions of Section 2.01 above, the District will continue to exist as a limited district pursuant to Section 43.0751(f)(6) of the Texas Local Government Code (the “*Limited District*”) for an initial period of ten (10) years to allow for the continued maintenance and operation of the Drainage Improvements, Park, Trail, and Open Space Improvements (as such terms are defined in the Development Agreement), and the street alleys and to levy ad valorem taxes or assessments in support of such facilities, as well as the completion of District operations, and the integration of the District’s system into the City’s system, which term may be renewed successively by the City Council, provided that no such renewed term shall exceed ten (10) years. Prior to the full annexation by the City and the continuation of the District as a Limited District and before each term renewal of the Limited District, the District shall present to the City for approval a financing plan for the continued maintenance and operation of the aforementioned facilities. The District agrees that such Limited District shall not incur additional debts, liabilities, or obligations, construct additional utility facilities, or contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval from the City. After full-purpose annexation, the City shall assume the operation and maintenance of the Roadway Improvements (as such term is defined in the Development Agreement), including the non-TxDOT owned traffic control signals and road rights-of way. The boundaries and name of the Limited District shall be determined by the City in consultation with the District. Upon the expiration of the initial and any successive term, the City shall agree to either assume the maintenance and operation obligations of the Limited District or continue the Limited District. After the initial ten (10) year term of the Limited District, the City, at its discretion, may act to abolish the District in accordance with applicable law, and the City will then assume all rights, assets, liabilities and obligations of the Limited District and the Limited District will not be continued for limited purposes. Upon full purpose annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

2.04. Emergency Services District. Upon full-purpose annexation, the City agrees to promptly begin the process of becoming the sole provider of emergency services to land within the District. Accordingly, it shall use commercially reasonable efforts to remove the Property (as such term is defined in the Development Agreement) from the Johnson County ESD #1 (“ESD”), or any other applicable emergency services district, pursuant to Section 775.022, Texas Health and Safety Code, no later than one hundred and eighty (180) days following full-purpose annexation of the Property into the City’s corporate limits. The City shall pay the cost required for the removal of the Property from the ESD, in accordance with the procedures provided by Chapter 775, Texas Health and Safety Code, subject to the appropriation of public funds by the City Council in the fiscal year(s) in which the City seeks to remove the Property from the ESD.

2.05. Attempted Incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition for incorporation of a municipality that includes a substantial portion of the District, the City shall be entitled to annex that portion the District attempting to incorporate.

### **ARTICLE 3**

#### **LIMITED PURPOSE ANNEXATION OF LAND**

3.01. Limited Purpose Annexation of Land. Notwithstanding Section 2.01, the City may annex the land within the District for the limited purposes of imposing and collecting the City's Sale and Use Tax at any time after the effective date of this Agreement, as determined by the City and the District. In the event the land within the District is annexed for limited purposes, the District shall remain in existence, with full powers, and any land annexed for such limited purposes shall also remain in the boundaries of the District, subject to the full power and authority of the District with respect to water, wastewater, drainage, roads, and parks and recreational facilities and services. The limited purpose annexation of land within the District is solely for the imposition and collection of the City's Sales and Use Tax within such annexed land, to the extent available. The City shall not impose its ad valorem taxes upon any portion of the land within the District during the period of limited purpose annexation. This annexation provision is in lieu of any full purpose annexation of any land within the District prior to the annexation of the entire District as provided in Article 2.

3.02. Allocation of Sales and Use Tax for Supplemental Services. In the event the ESD removes any portion of the property within the District that has been annexed into the City for limited purposes pursuant to Section 3.01, the City and the District shall use reasonable and good faith efforts to negotiate an agreement that would allow for a portion of the Sales and Use Tax collected by the City to be allocated toward supplemental services for the District.

### **ARTICLE 4**

#### **DEFAULT, NOTICE AND REMEDIES**

4.01. Default; Notice. A breach of any material provision of this Agreement after notice and an opportunity to cure shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than thirty (30) days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

4.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting party shall be limited to either or both of the following:

a. Monetary damages for actual losses incurred by the non-defaulting party if such recovery of monetary damages would otherwise be available under existing law and the defaulting party is not otherwise immune from paying such damages; and

b. Injunctive relief specifying the actions to be taken by the defaulting party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

## **ARTICLE 5 MISCELLANEOUS**

5.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in the Official Records of Johnson County, Texas, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Tex. Local Gov't Code, Section 43.0751(c). In the event of annexation of the District by the City, the Developer shall be considered a third-party beneficiary of this Agreement.

5.02 Term. This Agreement shall commence and bind the parties on the effective date first written above and continue for forty-five (45) years thereafter, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of the initial term, this Agreement shall automatically be extended for successive one-year periods, unless either the City of the District give notice to the other of its intent to terminate prior to any extension term.

5.03. Notice. Any notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the party to be notified, or (iv) by delivering the same via electronic mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Burleson  
City Manager's Office  
141 W Renfro Street  
Burleson, TX 76028  
Attn: Tommy Ludwig  
tludwig@burlesontx.com

District: North Johnson County Municipal Management District  
No. 1 c/o Allen Boone Humphries Robinson  
4514 Cole Avenue, Suite 1450  
Dallas, TX 75205  
Attn: Steve Robinson  
E-mail: srobinson@abhr.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of



America by giving at least five days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

5.04. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

5.05. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

5.06. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

5.07. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Johnson County, Texas.

5.08. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

5.09. Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement and the Development Agreement.

5.10. Incorporation of Exhibits and other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement, including, but not limited to the Development Agreement, are incorporated herein by reference for the purposes set forth in this Agreement.

5.11. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the District and the City shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

5.12. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

**CITY OF BURLESON, TEXAS**

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

ATTEST:

By: \_\_\_\_\_  
Amanda Campos, City Secretary

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF JOHNSON   §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Tommy Ludwig, City Manager of the City of Burleson, Texas, on behalf of said city.

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

(NOTARY SEAL)

**NORTH JOHNSON COUNTY  
MUNICIPAL MANAGEMENT  
DISTRICT NO. 1**

By: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Directors

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, President of the Board of Directors of North Johnson County Municipal Management District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

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

(NOTARY SEAL)


## City Council Regular Meeting

**DEPARTMENT:** Legal Services  
**FROM:** Matt Ribitzki, Deputy City Attorney  
**MEETING:** January 20, 2026

### SUBJECT:

Receive a report, hold a discussion, and provide staff direction on the selection of a firm to provide delinquent property tax collection services. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

### STRATEGIC PRIORITY AND GOAL(S):

| Strategic Focus Area 1                                                                                                                                                                     | Strategic Goal                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
|  <p><b>High Performing City Organization</b><br/>Providing Exceptional,<br/>People Focused Services</p> | 1.2 Continue to improve the efficiency and productivity of operations |

### SUMMARY:

The City of Burleson has contracted with Perdue Brandon Fielder Collins & Mott, LLP for delinquent property tax collection services since 1989. At the direction of the City Manager's Office, the Legal Department, alongside the Purchasing Division initiated a competitive process to assess the market and confirm the City continues to receive best value for these services.

Two highly qualified firms—Linebarger Goggan Blair & Sampson, LLP and Perdue Brandon Fielder Collins & Mott, LLP—submitted proposals. Both firms have extensive experience providing delinquent tax collection services to cities across Texas, with strong references and proven collection performance. Because the evaluation results were exceptionally close and both firms are capable of providing effective services, staff is seeking Council direction on next steps regarding vendor selection.

**PROCUREMENT METHOD:**

The contract potentially resulting from this recommendation was procured through a Request for Qualifications in accordance with Texas Local Government Code Chapter 252. Solicitation No. RFQ 2025-002 was advertised on August 17 and August 24, 2025, and posted on the City's electronic bidding platform, Bonfire, from August 17 to September 11, 2025. The opportunity was distributed to 131 vendors across 7 applicable commodity codes, and the City received 2 responses. Proposals were evaluated in accordance with the published criteria, and because the overall scoring was exceptionally close, staff is seeking Council direction on next steps for vendor selection. On December 17, 2025, the Finance Committee considered this item at their committee meeting, and requested staff to bring the item to the full City Council without a recommendation from the committee.

**RECOMMENDATION:**

Staff requests this committee provide a recommendation for Council consideration regarding the selection of a firm to provide delinquent property tax collection services.

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

On December 17, 2025, the Finance Committee discussed this item and requested staff to bring the item to the full City Council without a recommendation from the committee.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Matt Ribitzki  
Sr. Deputy City Attorney/Director of Legal Services  
[mrribitzki@burlesontx.com](mailto:mrribitzki@burlesontx.com)  
817-426-9664



# Delinquent Property Tax Collection Services

---

CITY COUNCIL

JANUARY 20, 2026



# Current Service

---

The City of Burleson has contracted with Perdue Brandon Fielder Collins & Mott, LLP for delinquent property tax collection services since 1989.

The contracted service includes:

- Handles full delinquent tax collection, including notices, lawsuits, foreclosure actions, and bankruptcy claims.
- Manages all legal steps from initial notice through judgment and property sale, including assisting with Sheriff's sales.
- Maintains updated ownership, address, hardship, lawsuit, and judgment records.
- Provides legal research, opinions, and regular progress reports to support the City's collection efforts.

# Request for Qualifications (RFQ)

---

RFQ 2025-002 Delinquent Tax Collection Services was posted to the City's Bonfire e-Procurement portal on August 17, 2025 and closed September 11, 2025.

Firms were required to submit a complete Statement of Qualifications (SOQ) that included resumes of key attorneys, firm qualifications, collection performance history, and governmental references.

The evaluation criteria included:

- Qualifications & Experience (40 points)
- Collection Records (35 points)
- Clarity of SOQ (15 points)
- References (10 points)

The evaluation team responsible for reviewing each submission and scoring based on the criteria was made up of a representative from the City Manager's Office, Finance Department, and Legal Department.

# RFQ Scoring

- Two highly qualified firms submitted Statements of Qualifications.
- Both firms earned 96.7/100 points with variations in each category.
- Each firm provides comprehensive delinquent tax collection services consistent with the RFQ scope.
- Both have extensive Texas municipal experience and strong references.
- Given the minimal scoring difference, staff seeks direction on vendor selection.

| Supplier                              | Total     | Qualifications and Experience | Collection Records | Clarity of the SOQ | References |
|---------------------------------------|-----------|-------------------------------|--------------------|--------------------|------------|
|                                       | / 100 pts | / 40 pts                      | / 35 pts           | / 15 pts           | / 10 pts   |
| Linebarger Goggan Blair & Sampso...   | 96.67 pts | 39.67 pts                     | 32.67 pts          | 15 pts             | 9.33 pts   |
| Perdue Brandon Fielder Collins Mot... | 96.67 pts | 40 pts                        | 33.33 pts          | 13.67 pts          | 9.67 pts   |

# Recommendation

---

- On December 17, 2025, the Finance Committee considered this item at their committee meeting, and requested staff to bring the item to the full City Council without a recommendation from the committee.

Staff requests the City Council provide direction regarding the selection of a firm to provide delinquent property tax collection services.

---

# Questions or Comments

## City Council Regular Meeting

**DEPARTMENT:** Finance


**FROM:** Lauren Seay, Deputy Director (Administrative Services)

**MEETING:** January 20, 2026

### **SUBJECT:**

Receive a report, hold a discussion, and provide staff direction regarding the City's current procurement methods and practices. *(Staff Contact: Lauren Seay, Deputy Director of Administrative Services)*

### **STRATEGIC PRIORITY AND GOAL(S):**

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

### **SUMMARY:**

The attached presentation is intended to give the City Council a clear understanding of the City's current procurement framework by outlining the division's activities, the procurement methods used, and the key considerations involved in leveraging cooperative contracts and selecting the most appropriate procurement method.

The Purchasing Division manages the City's procurement of goods and services in compliance with applicable laws and policies, with a continual focus on ensuring best value for the community, while operating in a decentralized environment that supports departments throughout the organization.

Recent updates to procurement operations include legislative changes increasing the competitive bidding threshold to \$100,000, as well as the integration of the Purchasing Division into the Finance Department to support more coordinated budgeting, procurement, and long-term financial planning efforts.

### **RECOMMENDATION:**

N/A

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

This information was previously presented to the Finance Committee on April 21, 2025 and December 17, 2025, and is now being presented to City Council for broader discussion and an opportunity to provide direction.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Lauren Seay  
Finance Department  
Deputy Director, Administrative Services  
[lseay@burlesontx.com](mailto:lseay@burlesontx.com)  
817-426-9897





# Citywide Procurement

---

CITY COUNCIL MEETING

JANUARY 20, 2026

# Overview

- Updates
- What is Procurement?
  - Centralized Vs. Decentralized
  - Best Value Procurements
- Procurement Methods
  - Choosing Procurement Methods
  - Alternative Methods for Construction
  - Competitive Solicitations
  - Competitive Bidding Exemptions
  - Cooperative Contracts
- Procurement Outlook

# Purpose of Today's Presentation

---

- Provide Council with insight into how Procurement incorporates Council priorities into city-wide purchasing decisions.
- Reinforce our commitment to stewarding taxpayer dollars in ways that maximize citizen benefit.
- Highlight how intentional procurement methods and thoughtful solicitation development ensure best-value outcomes.
- Share updates on our current practices including administration, oversight, and staff training and highlight the value they bring to the organization.

# Updates

---

- Since our last meeting, state legislature increased the competitive bidding threshold to \$100,000. This impacts the number of formal solicitations going forward but not the focus on best value procurement.
- The Purchasing Division is in the process of adding a Purchasing Agent to the team, bringing the total FTEs dedicated exclusively to procurement functions to 3.
- Administrative Services is now a division of the Finance Department, allowing for more holistic approaches to procurement, improved collaboration, and better alignment of budgeting and procurement strategies to support organizational goals.
- Additional purchasing information is now included with each agenda item to allow insight into the procurement process and method selection.

# What is Procurement?

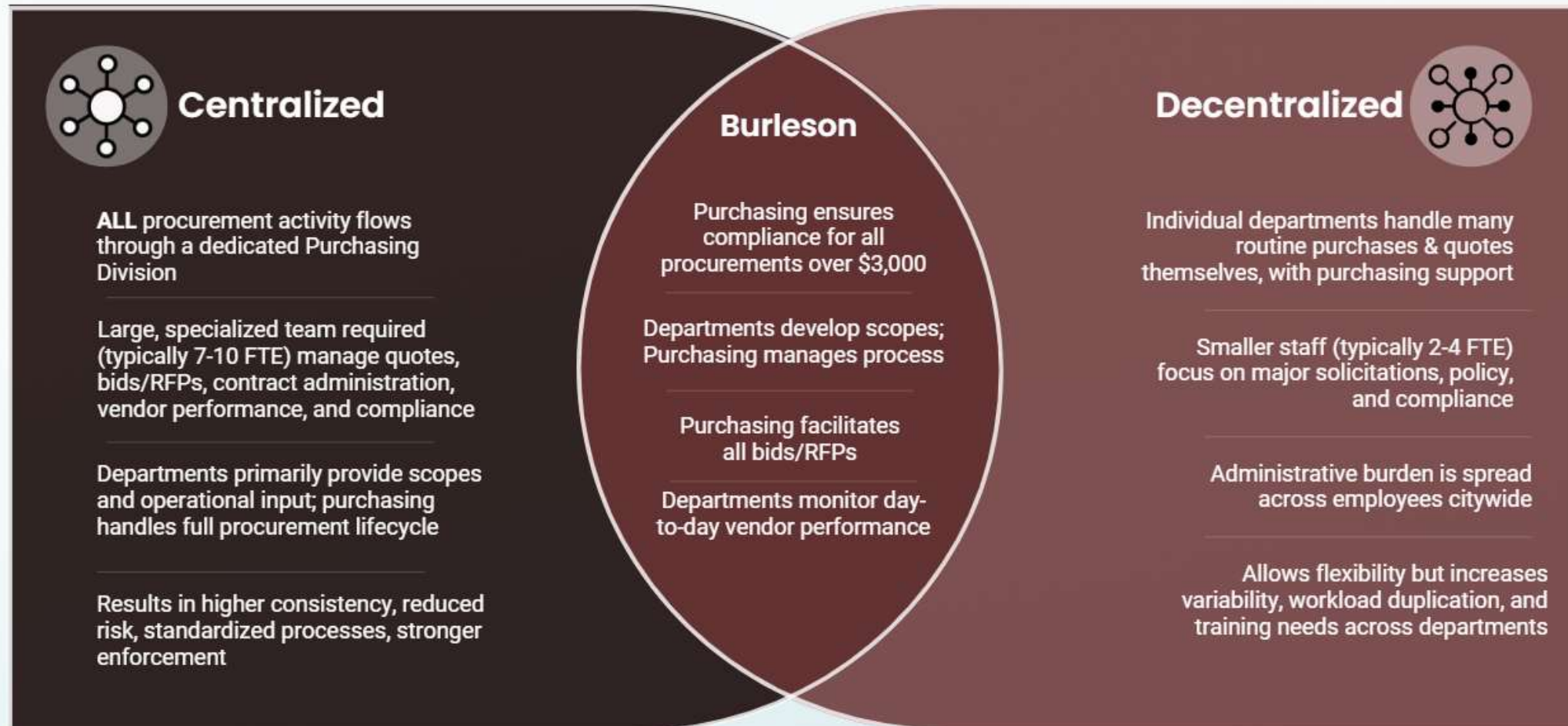
---

The process through which a public agency secures goods or services subject to strict adherence to laws and regulations.

Procurement professionals are responsible for:

- Ensuring compliance with state law & city policies
- Mitigating risks associated with procurements
- Obtaining best value for purchases
- Administering contracts
- Managing solicitations
- Supporting departments
- Providing vendor support

# Centralized vs Decentralized Purchasing



# What is Best Value?

---

The Texas Local Government Code provides best value criteria to be used in conjunction with the lowest price to determine the best value of bid including reputation of the vendor, quality of the goods or service to be provided and past relationship with the municipality.

A procurement professionals' role in assessing best value:

- Ensure compliance with state law, City policy, and ethical procurement standards
- Conduct competitive bidding and formal evaluations when required or deemed advantageous
- Reviews pricing information and rates to assist departments in making informed purchasing decisions
- Work with departments to develop clear scopes, evaluation criteria, and vendor requirements
- Use cooperative contracts strategically to leverage discounts, accelerate timelines, and mitigate contractual risk
- Administer contracts and support departments in monitoring vendor performance to safeguard quality and accountability



# Choosing a Procurement Method

Staff consider many factors when choosing the most advantageous procurement method including:

**1. Legal & Statutory requirements**

- Determine if the procurement is subject to specific regulations

**2. Estimated cost of the procurement**

- What is the current market rate?
- Are there other cities who have recently procured this good/service? What did they pay?
- Is this good/service available on a cooperative? Is the rate comparable? Are there discounts or rebates offered?

**3. Nature and complexity of the purchase**

- Assess whether the good or service is standard/off-the-shelf (ITB) or specialized/customized (RFP)
- Consider technical complexity and project delivery needs
- Will the award be based solely on price (sealed bid) or is it necessary to evaluate qualifications, experience or other factors (RFP, RFQ)?

**4. Timeline & urgency**

- Is this considered an emergency purchase?
- Will the procurement be impacted by long lead times, seasons, etc?

**5. Quality & performance considerations**

- Are factors beyond price a top priority?
- Vendor qualifications, experience, product quality, etc.

**6. Internal capacity & resource availability**

- What other projects are currently being managed by procurement staff?
- Is this a high priority procurement for our organization?
- Does the City have the internal capacity or need for outside consultants to manage the chosen method effectively?

# Alternative Methods for Construction

| Procurement Method                  | Definition                                                                                                                                                                                                                                                                                                               | Example Project Use Cases                                                                                                                                           | City Example Project Use Cases                                                                                                                                               | City of Burleson Past Projects                                                                                                                                                               |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Best-Value Competitive Bidding      | <p>Evaluates price along with additional factors such as contractor experience, project approach, past performance, and timeline to determine the best overall value rather than just the lowest bid.</p> <p>Safety record may also be considered but requires adoption of written definition by the governing body.</p> | Infrastructure improvements, road reconstruction, complex municipal facility renovations, technology system installations where both cost and quality are critical. | City of Southlake solicited for bids based on best value for their Water Distribution System Improvements (2023)                                                             | All Invitation to Bid (ITB) documents have 'best value' language built in. We are evaluating how to make this language more robust & when to include evaluation criteria in these documents. |
| Competitive Sealed Proposals        | Evaluates price and other factors like qualifications and experience; allows negotiation                                                                                                                                                                                                                                 | Construction of a new municipal building, technology system upgrades, complex construction renovations                                                              | <p>City of Fort Worth issued proposals for a municipal complex renovation project (2024)</p> <p>City of Grapevine issued proposals for a public safety renovation (2024)</p> | <p>City Hall Renovation (2025)</p> <p>Industrial Pump Station (2025)</p> <p>West Side Lift Station (2024)</p> <p>Fire Station 1 Renovation (2024)</p>                                        |
| Construction Manager-Agent (CMA)    | An agent oversees the project for the owner, with subcontractors bid separately                                                                                                                                                                                                                                          | Renovations requiring owner oversight without a general contractor, multiple-phased capital improvement projects                                                    | Plano used CMA for a phased renovation of city facilities (2024).                                                                                                            | No solicitations leveraging this method to date                                                                                                                                              |
| Construction Manager-at-Risk (CMAR) | A contractor acts as both manager and constructor, guaranteeing a maximum price – Architecture/Design engagement required before soliciting for a CMAR                                                                                                                                                                   | Building a new fire station or library, large-scale facility construction                                                                                           | City of Allen used the CMAR method for their library expansion project (2024)                                                                                                | BRiCK Renovation (2024)<br>Police Department Building (2025)                                                                                                                                 |
| Design-Build                        | Combines design and construction into one contract with a single entity. Cities must hire an independent engineer or architect to protect their interests during execution.                                                                                                                                              | Building recreational facilities, new municipal utility plants, libraries, fire & police stations                                                                   | <p>Rockwall County Annex (2023)</p> <p>City of Kyle Park Restrooms (2023)</p>                                                                                                | Municipal Court (2016)                                                                                                                                                                       |
| Job Order Contracting (JOC)         | Contracts for small, recurring projects with fixed unit prices for various construction tasks                                                                                                                                                                                                                            | Repairs to HVAC systems in multiple city buildings, minor renovations across facilities                                                                             | City of Mansfield used a JOC for routine municipal building maintenance (2024)                                                                                               | Actively seeking ways to leverage this method                                                                                                                                                |

# FY 2025 SOLICITAITONS

**17**

**Invitations to Bid  
(ITB)**

**5**

**Invitations to Quote  
(ITQ, RFQ, IRFQ)**

**3**

**Requests for  
Competitive Sealed  
Proposal  
(RFCSP, CSP)**

**10**

**Requests for Proposal  
(RFP)**

# Benefits of Competitive Solicitations

---

- May result in ***best overall value*** when considering more than just lowest price
- Complies with Local Government Code regulations
- Offers a transparent process that promotes fairness and equality
- Open competition may offer new technology and better solutions
- Increases supplier engagement when the process is facilitated well, reducing risk

## Exemptions in Compliance with Local Government Code

Sec. 252.022 of the Texas Local Government Code allows for a few exemptions to the competitive bidding requirements. These are the exemptions most commonly used in the City of Burleson.

|                                                                                                                                |                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <b>COOPERATIVE CONTRACTS</b>                 | Utilizing a cooperative contract through an interlocal agreement, BuyBoard, Omnia Partners, Texas Smartbuy, etc. or meets the quote and HUB requirements.                                                         |
|  <b>SOLE SOURCE</b>                           | Items that are available from only one source because of patents, copyrights, secret processes, or national monopolies; requires documentation.                                                                   |
|  <b>PROTECTING PUBLIC HEALTH/SAFETY</b>       | Purchases necessary to preserve or protect the public health or safety of the municipality's residents.<br>The City's Purchasing Policy requires the City Manager give written consent to utilize this exemption. |
|  <b>UNFORSEEN DAMAGE TO PUBLIC MACHINERY</b> | Emergency or natural disaster circumstances.                                                                                                                                                                      |
|  <b>SERVICES</b>                            | Procurement for personal, professional, or services.                                                                                                                                                              |

# Benefits of Cooperative Contracts

---

- Allows the City to leverage discounts and rebates offered through purchasing cooperative programs.
- Allows the City to participate on larger procurements that have better pricing by taking advantage of a larger entities buying power.
- Can expedite the purchase of goods and services.
- Can save time and money in staff resources.
- Interlocal Agreements allow the City to obtain competitive pricing and utilize local and regional vendors.

## FY 2025 Cooperative Purchases

|    | Vendor                                         | Description                                        | Total        |
|----|------------------------------------------------|----------------------------------------------------|--------------|
| 1  | TEXAS MATERIALS GROUP, INC                     | asphalt road surfacing products                    | 100,000.00   |
| 2  | CDW GOVERNMENT, LLC                            | CDWG Contract OCT 21 Council                       | 118,000.00   |
| 3  | TYLER TECHNOLOGIES INC                         | Tyler Incode Renewal                               | 125,593.65   |
| 4  | HOYT BREATHING AIR PRODUCTS                    | purchase of SCBA equipment                         | 130,000.00   |
| 5  | DATA PROJECTIONS INC                           | Workroom Technology TIPS 230105 Quote:23066        | 131,953.32   |
| 6  | Sam Pack's Five Star Ford, LTD                 | Bucket truck                                       | 137,059.41   |
| 7  | CONSOLIDATED TRAFFIC CONTROLS                  | traffic control products- BuyBoard 703-23          | 150,000.00   |
| 8  | Wilson Bauhaus Interiors, LLC.                 | CH Remodel Furniture Contract - FA2303             | 159,650.02   |
| 9  | IMAGETREND,INC.                                | ImageTrend Contract Number 00010484.0 Council 3/24 | 173,012.39   |
| 10 | AMAZON.COM SERVICES LLC                        | CDC - Amazon (Choice Partners # 22/045KN-01)       | 175,000.00   |
| 11 | DELL MARKETING LP                              | Dell Equipment As Needed                           | 184,000.00   |
| 12 | Stripe-a-Zone                                  | pavement markings                                  | 205,000.00   |
| 13 | Austin Mac Haik Ford Lincoln, Ltd              | replacement- F150x3, Rangerx2, F250x1              | 260,995.50   |
| 14 | SIDDONS MARTIN EMERGENCY GROUP                 | SIDDONS - REPAIR SVCS/REPLCMNT PARTS FIRE APP      | 302,905.53   |
| 15 | METRO FIRE APPARATUS                           | METRO - repair svc/replacement parts for Fire App  | 323,951.29   |
| 16 | PARADIGM TRAFFIC SYSTEMS                       | traffic signal/flood warning equip-BuyBoard 695-23 | 335,000.00   |
| 17 | TYMCO, Inc                                     | TYMCO street sweeper                               | 344,575.00   |
| 18 | Dalworth Lighting and Electrical Services, LLC | Street Lighting Maintenance and Repairs            | 350,000.00   |
| 19 | MANSFIELD OIL COMPANY                          | Fuel Purchase: 01/06/25 - 06/30/25                 | 350,000.00   |
| 20 | JOE GODDARD ENTERPRISES, LLC.                  | outdoor warning sirens install                     | 353,355.35   |
| 21 | SHI GOVERNMENT SOLUTIONS INC                   | Arctic Wolf Three Year Contract                    | 360,986.66   |
| 22 | Iteris, Inc                                    | replacement parts for traffic signal systems       | 400,000.00   |
| 23 | Playcore Wisconsin Inc                         | Playground @ Centennial Park Cooperative 679-22    | 466,026.80   |
| 24 | MANSFIELD OIL COMPANY                          | Retail Fuel Purchases                              | 500,000.00   |
| 25 | Cleveland Mack Sales, Inc                      | Purchase of a combination vacuum truck             | 517,845.57   |
| 26 | Rush Truck Centers of Texas, LP                | replacement F350, F450, F550x2, Peterbilt x2       | 582,398.50   |
| 27 | SHI GOVERNMENT SOLUTIONS INC                   | SHI Microsoft Enterprise Agreement                 | 597,795.66   |
| 28 | RELIABLE PAVING, INC.                          | various concrete services                          | 700,000.00   |
| 29 | CITY OF MANSFIELD                              | Mansfield Jail Contract                            | 756,221.30   |
| 30 | Professional Ambulance Sales & Service LLC     | Ambulance Purchase                                 | 832,659.93   |
| 31 | TGS Sports LLC                                 | Chisenhall fields turf installation phase II       | 1,556,300.00 |
| 32 | MANSFIELD OIL COMPANY                          | Bulk Fuel                                          | 2,000,000.00 |



# Cooperative Purchase Savings

Civic Marketplace, a cooperative purchasing platform designed specifically for local governments by current and former local government professionals, indicates that a single procurement project requires an average of **87.1 personnel hours**.

The City of Dallas's Public Works Department indicated that by implementing a cooperative contracts, they improved efficiency by 66.7% ([Civic Marketplace](#))

Based on our calculations, utilizing cooperative agreements for 32 contracts over the competitive bidding threshold in FY 25 saved the City of Burleson \$73,824 in administrative costs alone.

This cost savings does not include the discounts available through our cooperative partnerships on most purchases.



| <b>Cooperative Memberships</b>                      | <b>Interlocal Agreements</b> |
|-----------------------------------------------------|------------------------------|
| Buyboard                                            | City of Cleburne             |
| Choice Partners                                     | City of Denton               |
| Department of Information Resources (DIR)           | City of Euless               |
| Equalis Group                                       | City of Frisco               |
| General Services Administration (GSA)               | City of Fort Worth           |
| Houston-Galveston Area Council (HGAC)               | City of Grand Prairie        |
| NASPO ValuePoint                                    | City of Hurst                |
| North Central Texas Council of Governments (NCTCOG) | City of McKinney             |
| North Texas SHARE                                   | City of Midlothian           |
| National Purchasing Partners Government (NPPGov)    | City of North Richland Hills |
| Omnia Partners                                      | City of Southlake            |
| Purchasing Cooperative of America (PCA)             | City of Waxahachie           |
| Sourcewell                                          | Johnson County               |
| Texas Smartbuy                                      | Tarrant County               |
| TIPS                                                |                              |

# Current Cooperative and Interlocal Partners

# Cost Comparison: Within a Cooperative

This is a snapshot of a bid tabulation from Buyboard. This is one tool we utilized to secure the best value for vehicle purchases in FY 25.

| 113. Base Model Price for <b>Ford Ranger Truck</b> - Super Cab (R1A); XL Package, 2.3L EcoBoost I4 Engine, complete with all manufacturer's standard equipment. |                               |             |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------|-------|
| Vendor Name                                                                                                                                                     | Vendor Brand and Model Number | Bid Price   | Award |
| Austin Mack Haik Ford Lincoln                                                                                                                                   | Ford Ranger Truck             | \$24,930.00 | Yes   |
| Sewell Family of Companies                                                                                                                                      | Ford Ranger Truck             | \$25,900.00 | Yes   |
| Rockdale Country Ford                                                                                                                                           | Ford Ranger Truck             | \$28,225.00 | Yes   |
| Rush Truck Center - Austin                                                                                                                                      | Ford Ranger Truck             | \$30,941.00 | No    |
| Silsbee Ford                                                                                                                                                    | Ford Ranger Truck             | \$32,596.00 | No    |
| Chastang Enterprises, Inc.                                                                                                                                      | Ford Ranger Truck             | \$32,969.00 | No    |
| Chalmers Ford                                                                                                                                                   | Ford Ranger Truck             | \$33,295.00 | No    |
| Sam Packs Five Star Ford                                                                                                                                        | Ford Ranger Truck             | \$33,822.00 | No    |

The current MSRP on a base model 2025 Ford Ranger, excluding destination delivery fees, is \$33,350.00.

# Next Steps

---

Onboarding a new Purchasing Agent will give the Purchasing Division the bandwidth needed to advance both short-term and long-term goals, including the ability to:

- Enhance city staff training through micro-learning sessions focused on key processes such as quote comparison, cooperative contract evaluation, departmental contract management, and scope development for solicitations.
- Strengthen collaboration with departments to identify cross-departmental spending opportunities and reduce redundancies in purchasing processes.
- Improve support to user departments by assisting with solicitation preparation and initiating targeted strategic sourcing projects.
- Develop and implement a continuous improvement plan to update standard bid documents and expand the contract template library.

# Questions

---

---

**City Council Regular Meeting**

**DEPARTMENT:** Development Services

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


**MEETING:** January 20, 2026

---

**SUBJECT:**

Receive a report, hold a discussion, and provide staff direction on regulations associated with data centers. (*Staff Contact: Tony McIlwain, Development Services Director*)

**STRATEGIC PRIORITY AND GOAL(S):**

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

**SUMMARY:**

This report provides key information and considerations for data centers, to include cryptocurrency mining operations.

**RECOMMENDATION:**

Staff is requesting Council direction on this discussion topic.

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

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

**STAFF CONTACT:**

Tony D. McIlwain, AICP, CFM  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684





FEBRUARY 2025

# TEXAS STATE AND LOCAL TAX REVENUES FROM DATA CENTERS

PREPARED FOR



PREPARED BY





## Table of Contents

---

|                                                               |    |
|---------------------------------------------------------------|----|
| Executive Summary.....                                        | 1  |
| Economic Profile of Data Centers in Texas .....               | 2  |
| Fiscal Impact from Data Centers in Texas .....                | 4  |
| Direct Property Taxes.....                                    | 4  |
| Direct Sales Taxes.....                                       | 4  |
| Direct Franchise Tax.....                                     | 4  |
| Inputs and Assumptions.....                                   | 5  |
| State and Local Tax Revenues from Data Centers in Texas ..... | 7  |
| The Expected Growth in Texas Data Centers.....                | 8  |
| Conclusion.....                                               | 13 |
| Data and Methods .....                                        | 14 |

*The estimates provided in this report are based on the best information available and all reasonable care has been taken in assessing the quality of that information. However, because these estimates attempt to foresee the consequences of circumstances that have not yet occurred, it is not possible to be certain that they will be representative of actual events. These estimates are intended to provide a good indication of likely future outcomes and should not be construed to represent a precise measure of those outcomes.*



## Executive Summary

This report quantifies the tax contribution that data centers make to the State of Texas and to the metropolitan statistical areas of Greater Austin, the Dallas-Fort Worth Metroplex, Greater Houston, and Greater San Antonio. The report also estimates the annual state and local tax revenue that will be generated by planned data center development in Texas, once it all becomes operational.

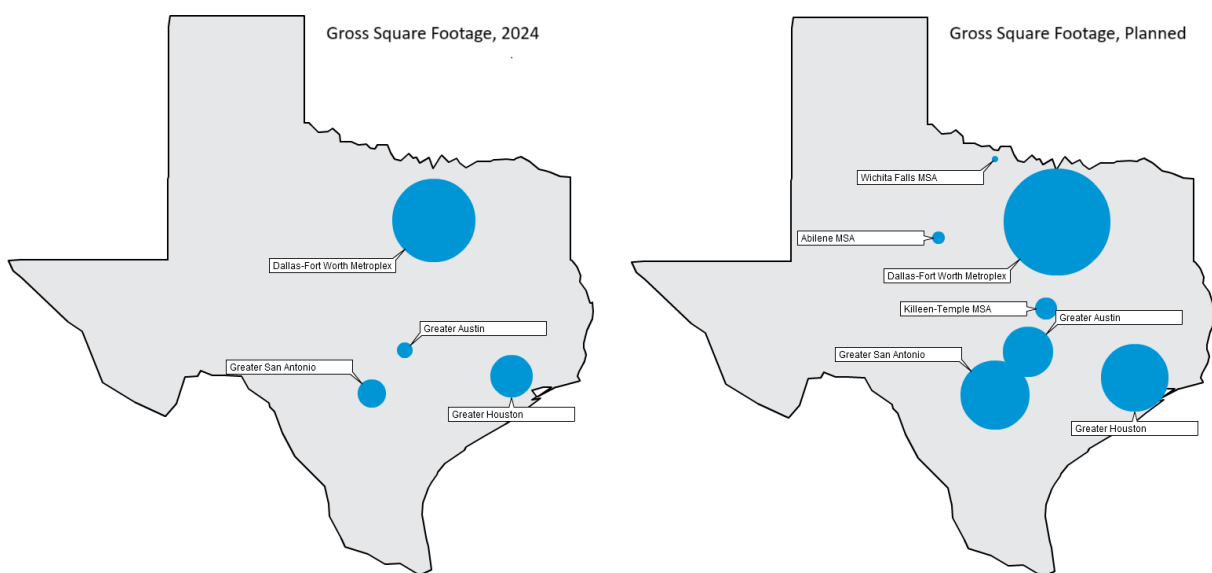
As of the end of 2024, Texas had almost 41 million gross square feet of data center capacity—the majority in the Dallas-Fort Worth Metroplex.

In 2024, data centers provided the State of Texas with over \$1.6 billion in tax revenue, and statewide, data centers generated almost \$1.6 billion for local taxing authorities in Texas.

The state's robust economic environment, reliable energy infrastructure, skilled labor pool, and data center-friendly economic development programs have paved the way for numerous planned data center projects across the state in the coming years. Statewide, there are plans to add almost 117 million gross square feet of data center capacity. In addition to the major data center additions and expansions planned for the four major metropolitan areas, in the next several years, there are major data center developments planned for the Abilene, Killeen-Temple, and Wichita Falls metropolitan statistical areas (MSAs).

Over the next several years, planned data center development across the state will provide almost \$3.8 billion in additional revenue for the State of Texas and over \$4.9 billion in additional revenue for schools and local governments in Texas.

### Planned Growth in Texas Data Center Concentrations

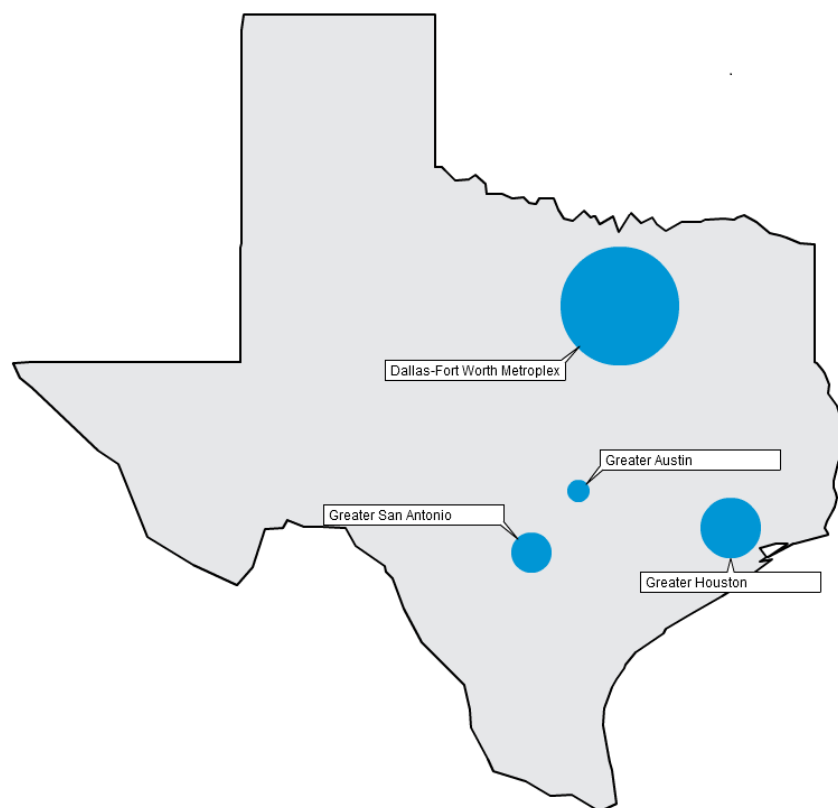




## Economic Profile of Data Centers in Texas

Each of the four largest metropolitan areas in Texas (Greater Austin,<sup>1</sup> the Dallas-Fort Worth Metroplex,<sup>2</sup> Greater Houston,<sup>3</sup> and Greater San Antonio<sup>4</sup>) is home to a major concentration of commercial data centers.<sup>5</sup> According to the data center real estate services firm, datacenterHawk,<sup>6</sup> as of the end of 2024, Texas had almost 41 million gross square feet of data center capacity – 64 percent of the total is in the Dallas-Fort Worth Metroplex, 20 percent is in the Greater Houston area, 10 percent is in the Greater San Antonio area, and 4 percent is in the Greater Austin area.

Figure 1. Relative Sizes of the Four Texas Major Data Center Concentrations (gross square footage)



<sup>1</sup> Throughout the report we use Greater Austin to refer to the five-county region of the Austin-Round Rock-San Marcos metropolitan statistical area.

<sup>2</sup> Throughout the report we use Dallas-Fort Worth Metroplex to refer to the eleven-county region of the Dallas-Fort Worth-Arlington metropolitan statistical area.

<sup>3</sup> Throughout the report we use Greater Houston to refer to the ten-county region of the Houston-The Woodlands-Sugar Land metropolitan statistical area.

<sup>4</sup> Throughout the report we use Greater San Antonio to refer to the eight-county region of the San Antonio-New Braunfels metropolitan statistical area.

<sup>5</sup> This report does not cover data centers that are owned and operated exclusively for the use of a company that primarily operates in another line of business, for example, the Texas data centers of Tesla, ERCOT, and many other telecommunications, energy, banking, and healthcare companies. Cryptocurrency mining facilities are not data centers.

<sup>6</sup> See [data center real estate with new clarity - datacenterHawk](#), last accessed 12/19/24.



Table 1 shows key economic metrics for data centers in the four metropolitan areas and statewide.

Table 1. Key Economic Metrics of Data Centers in Texas, 2024<sup>7</sup>

|                                                         | Greater Austin | Dallas-Fort Worth Metroplex | Greater Houston | Greater San Antonio | Other Areas | Texas  |
|---------------------------------------------------------|----------------|-----------------------------|-----------------|---------------------|-------------|--------|
| Gross Square Footage of Data Centers (millions)         | 1.8            | 26.3                        | 8.1             | 4.2                 | 0.5         | 40.9   |
| Cost of Real Estate Investment (billions)               | \$2.2          | \$31.5                      | \$10.0          | \$5.0               | \$0.4       | \$49.1 |
| Cost of Installed Tangible Personal Property (billions) | \$4.4          | \$63.0                      | \$19.3          | \$10.1              | \$1.4       | \$98.2 |

It is estimated that there is about \$49 billion in real property (the data center facility buildings) and about \$98 billion in tangible personal property (e.g., computer equipment housed inside of data center buildings) on local tax rolls statewide.<sup>8</sup>

<sup>7</sup> Data Sources: datacenterHawk and Mangum Economics modeling and calculations

<sup>8</sup> See the Data and Methods section at the end of this report for more explanation.



## Fiscal Impact from Data Centers in Texas

---

Data centers in Texas generate revenues for the State government and local taxing authorities primarily through property taxes, sales taxes, and the State franchise tax.

### DIRECT PROPERTY TAXES

Data centers pay property taxes on data center facilities to local taxing authorities, such as counties, school districts, towns, and cities. Data centers also pay property taxes to local taxing authorities on the data center computing equipment that is housed inside of the buildings. A significant percentage of this expensive data center equipment is replaced with new equipment every few years. Taxation of this equipment is the reason the annual tax revenue from data centers is so high and does not decline significantly over time. Local governments are taxing a large amount of expensive new data center equipment every year. In other types of businesses where the equipment is replaced much less frequently, the annual tax revenue declines faster.

Some property tax revenue collected by some school districts goes to the State of Texas under the State's recapture policy. As explained by the Texas Education Agency, "the Texas Education Code makes provisions for certain school districts to share their local tax revenue with other school districts.... [R]ecaptured funds are redistributed by the [Texas State] school finance system to assist with the financing of public education for all school districts."<sup>9</sup>

### DIRECT SALES TAXES

All multitenant data centers pay local sales and use taxes on the new data center equipment when it is installed and on the electricity used by the data centers.

Some single-occupant data centers qualify for the State's temporary exemption from the 6.25 percent sales and use tax on certain items including the data center equipment and electricity.<sup>10</sup>

### DIRECT FRANCHISE TAX

Data centers (and most other companies with more than \$2.47 million of annualized total revenue) pay Texas' franchise tax – a variation of a 0.0075 percent gross receipts tax.<sup>11</sup>

---

<sup>9</sup> [Excess Local Revenue | Texas Education Agency](#)

<sup>10</sup> [State Sales Tax Exemption for Qualified Data Centers](#)

<sup>11</sup> [Franchise Tax](#)



## INPUTS AND ASSUMPTIONS

Our tax revenue estimates are based on the following inputs and assumptions.

- Tangible personal property in data centers is replaced on a five-year cycle.
- Local taxes apply to real and tangible personal property and to electricity purchases.
- Tangible personal property is taxed at its depreciated value using depreciation schedules for computer or data center equipment from each county.
- The effective average depreciation rate on installed tangible personal property in each of the four areas<sup>12</sup> is
  - Greater Austin – 37 percent
  - Dallas-Fort Worth Metroplex – 39 percent
  - Greater Houston – 55 percent
  - San Antonio – 27 percent.
- The weighted average tax rate levied on real and tangible personal property by local taxing authorities other than schools in the four areas<sup>13</sup> is
  - Greater Austin – 0.75 percent
  - Dallas-Fort Worth Metroplex – 0.85 percent
  - Greater Houston – 0.83 percent
  - San Antonio – 0.82 percent.
- The weighted average tax rate levied on real and tangible personal property by local schools for interest and sinking costs (which stays with the local schools) in the four areas<sup>14</sup> is
  - Greater Austin – 0.29 percent
  - Dallas-Fort Worth Metroplex – 0.30 percent
  - Greater Houston – 0.28 percent
  - San Antonio – 0.34 percent.
- The weighted average tax rate levied on real and tangible personal property by local schools for maintenance and operations costs (which is subject to recapture by the State government) in the four areas<sup>15</sup> is
  - Greater Austin – 0.70 percent
  - Dallas-Fort Worth Metroplex – 0.75 percent
  - Greater Houston – 0.70 percent
  - San Antonio – 0.68 percent.
- Assume all hyperscale data centers have been certified to qualify for exemption from the State's 6.25-percent sales and use tax.
- Twenty-five percent of multitenant data centers have been certified to qualify for exemption from the State's 6.25-percent sales and use tax.
- All multitenant data centers are subject to a local 2-percent sales and use tax.

---

<sup>12</sup> Based on county-by-county research and calculations by Mangum Economics.

<sup>13</sup> Based on county-by-county research and calculations by Mangum Economics.

<sup>14</sup> Based on ISD-by-ISD research and calculations by Mangum Economics.

<sup>15</sup> Based on ISD-by-ISD research and calculations by Mangum Economics.





- All revenue funding maintenance and operations of local schools is recaptured by the government of the State of Texas from the following independent school districts where there are data centers
  - Allen ISD
  - Austin ISD
  - Carrollton-Farmers Branch ISD
  - Dallas ISD
  - Fort Worth ISD
  - Frisco ISD
  - Houston ISD
  - Hutto ISD
  - Lewisville ISD
  - McKinney ISD
  - Northwest ISD
  - Pflugerville ISD
  - Plano ISD
  - Richardson ISD
  - Round Rock ISD
  - Texas City ISD
- All data centers and supported businesses are subject to the Texas State franchise tax.
- The supported economic activity derived from the operational spending by data centers generates state and local tax revenue estimated by IMPLAN.<sup>16</sup>
- Estimates are not adjusted for any local incentive arrangements due to the lack of public information.

---

<sup>16</sup> IMPLAN is produced by IMPLAN Group, LLC.



## STATE AND LOCAL TAX REVENUES FROM DATA CENTERS IN TEXAS

Data centers are an important revenue source for both the State and local governments of Texas. As shown in Table 2, in 2024, data centers provided the State of Texas with over \$1.6 billion in tax revenue, and statewide in 2024 data centers generated almost \$1.6 billion for local taxing authorities in Texas.

Table 2. Fiscal Impacts of Data Centers in 2024 (millions)<sup>17</sup>

|                                                                             | Greater Austin | Dallas-Fort Worth Metroplex | Greater Houston | Greater San Antonio | Other Areas   | Statewide        |
|-----------------------------------------------------------------------------|----------------|-----------------------------|-----------------|---------------------|---------------|------------------|
| School Property Taxes Recaptured by the State                               | \$10.1         | \$345.3                     | \$63.7          | \$0.0               | \$0.0         | <b>\$419.1</b>   |
| State's Share of Sales and Use Tax on Tangible Personal Property            | \$38.5         | \$537.3                     | \$181.4         | \$32.7              | \$0.3         | <b>\$790.2</b>   |
| State's Share of Sales and Use Tax on Electricity                           | \$2.2          | \$20.5                      | \$5.0           | \$2.4               | \$0.2         | <b>\$30.3</b>    |
| State Tax Revenue from Operational Purchases by Data Centers                | \$10.1         | \$126.9                     | \$50.0          | \$18.2              | \$34.8        | <b>\$240.0</b>   |
| State Franchise Tax Revenue from Data Centers                               | \$6.4          | \$81.7                      | \$25.9          | \$11.6              | \$6.1         | <b>\$131.7</b>   |
| <b>TOTAL STATE REVENUE</b>                                                  | <b>\$67.3</b>  | <b>\$1,111.7</b>            | <b>\$326.0</b>  | <b>\$64.9</b>       | <b>\$41.4</b> | <b>\$1,611.3</b> |
| Local Non-School Property Tax Revenue                                       | \$29.0         | \$476.2                     | \$168.6         | \$64.0              | \$47.1        | <b>\$784.9</b>   |
| Local School Property Taxes Kept Locally                                    | \$16.9         | \$78.0                      | \$78.6          | \$52.8              | \$14.4        | <b>\$240.7</b>   |
| Local Governments' Share of Sales and Use Tax on Tangible Personal Property | \$16.4         | \$229.3                     | \$77.4          | \$14.0              | \$0.0         | <b>\$337.1</b>   |
| Local Governments' Share of Sales and Use Tax on Electricity                | \$0.9          | \$8.7                       | \$2.2           | \$1.0               | \$0.2         | <b>\$12.9</b>    |
| Local Tax Revenue from Operational Purchases by Data Centers                | \$9.9          | \$116.1                     | \$50.9          | \$15.8              | \$29.2        | <b>\$221.9</b>   |
| <b>TOTAL LOCAL REVENUE</b>                                                  | <b>\$73.1</b>  | <b>\$908.3</b>              | <b>\$377.6</b>  | <b>\$147.6</b>      | <b>\$90.9</b> | <b>\$1,597.5</b> |

<sup>17</sup> Data Source: Mangum Economics modeling and calculations



## The Expected Growth in Texas Data Centers

---

The increasing need for data centers and their services is being driven by more than just the often-discussed impact of artificial intelligence and machine learning. Data centers house the computing power needed for the latest technological advancements in areas like autonomous driving, space exploration, and the Internet of Things. Digital technologies are being developed for many industries such as construction, hospitality, and agriculture that have previously not been changed by technical advancements. The rapid growth in software companies and products has led to an exponential increase in demand for data center cloud services, as software's scalability and frequent updates drive the need for robust hosting solutions. Increasingly, government services and regulations require the electronic networking and data storage services provided by data centers. Also, businesses and individuals in our 21st-century economy are becoming more reliant on the digital infrastructure provided by data centers to accomplish daily tasks like email, video calls, banking, and more.

Because Texas has a strong business climate, available power supplies, a strong workforce, and state sales and use tax economic development programs that take into account the special circumstances of the data center industry, there are many additional data center developments planned for the state over the next several years.

For this report we used information collected and reported by datacenterHawk on the plans of commercial hyperscale and multitenant data center companies for new data center projects and for expansions of existing developments. The information reported by datacenterHawk is collected from extensive contacts with data center companies, as well as from public announcements, and from public filings with government agencies that regulate development activities.

According to datacenterHawk, statewide, there are plans to add almost 117 million gross square feet of data center capacity to what is already operating in Texas. It is notable that while there are major data center additions and expansions planned for the four major metropolitan areas, in the next several years there are major data center developments planned for three additional metropolitan areas – the Abilene MSA, Killeen-Temple MSA, and Wichita Falls MSA. Some examples of the planned major developments include:

- Abilene MSA: Crusoe's AI data center campus<sup>18</sup>
- Greater Austin: Skybox Datacenters' campus,<sup>19</sup> Prime Data Centers' campus,<sup>20</sup> EdgeConneX's data center,<sup>21</sup> AWS' data center,<sup>22</sup> and Switch's data center expansion<sup>23</sup>

---

<sup>18</sup> [Crusoe to Build Initial 200 MW AI Data Center With Plans to Expand at 1.2 GW Lancium Clean Campus](#)

<sup>19</sup> [PowerCampus® Austin | Skybox Datacenters](#)

<sup>20</sup> [Prime Data Centers looking to build \\$1.3bn data center near Austin, Texas - DCD](#)

<sup>21</sup> [Bastrop County grants tax abatement incentive to multibillion-dollar data center | Community Impact](#)

<sup>22</sup> [Amazon granted zoning permission for data center & distribution site in Round Rock, Texas - DCD](#)

<sup>23</sup> [Switch granted planning permission for data center in Round Rock, Texas - DCD](#)



- Dallas-Fort Worth Metroplex: Google’s data center campus,<sup>24</sup> NTT Global’s data center,<sup>25</sup> CyrusOne’s data center,<sup>26</sup> PowerHouse Data Center’s campus,<sup>27</sup> Digital Realty’s data centers,<sup>28</sup> Aligned Data Centers’ data centers,<sup>29</sup> and QTS Data Center’s data center<sup>30</sup>
- Greater Houston: Serverfarm’s data center expansion<sup>31</sup>
- Killeen-Temple MSA: Meta’s data center campus<sup>32</sup> and Rowan Digital Infrastructure’s campus<sup>33</sup>
- Greater San Antonio: Microsoft’s data centers,<sup>34</sup> Rowan Digital Infrastructure’s campus,<sup>35</sup> Stream Data Centers new campus,<sup>36</sup> CloudHQ’s data centers,<sup>37</sup> and CyrusOne’s data center<sup>38</sup>
- Wichita Falls MSA: DataNovaX’s data center campus<sup>39</sup>

This planned development will take an undetermined number of years for full build-out and occupancy to occur. However, all across the country, data center construction and occupancy are taking place as fast as possible.<sup>40</sup> The amount of multitenant data center space that is under construction in Austin and San Antonio in 2024 was four times as much as was under construction in 2023. Additionally, multitenant vacancy rates in primary markets in the U.S. have fallen to below three percent. So, most of the planned development is likely to be operating within the next five years.

It is important to note that the 117 million gross square feet of planned development for Texas does not include data center developments by commercial real estate development companies. Commercial developers contract for and prepare tracts of land to secure government approvals and the provision of necessary utilities to meet the needs of data center operators. Once developers have sufficiently prepared sites, they sell them to agents of data center owners and operators. Only at that time would these projects be captured by datacenterHawk. So, the 117 million gross square foot estimate of planned data center development is not a “castles in the air” number. It represents very concrete plans for construction and operation and likely underestimates the actual potential for data center development in Texas over the next several years.

<sup>24</sup> [Google to invest \\$1bn expanding Dallas data centers, signs 375MW in solar PPAs - DCD](#)

<sup>25</sup> [North Texas is becoming data center industry powerhouse. NTT Global Data Centers Americas set to invest in Lancaster.](#)

<sup>26</sup> [CyrusOne to build \\$200M data center in north Fort Worth | Community Impact](#)

<sup>27</sup> [PowerHouse Irving, a New 200 MW Campus](#)

<sup>28</sup> [Digital Realty data center coming to Garland, Texas: What we know | wfaa.com](#)

<sup>29</sup> [\(25\) Post | LinkedIn](#) and [Plano council approves permit to allow new data center | Community Impact](#)

<sup>30</sup> [QTS plans \\$288M data center project south of Dallas | Corgan](#)

<sup>31</sup> [Manulife-Backed Serverfarm Acquires Two Data Centers Providing Over 500MW of New Potential Capacity in the Houston Market](#)

<sup>32</sup> [Texas-Temple.pdf](#)

<sup>33</sup> [MORIAH - Rowan Digital Infrastructure](#)

<sup>34</sup> [Microsoft plans \\$482m data center in San Antonio, Texas - DCD](#)

<sup>35</sup> [CINCO - Rowan Digital Infrastructure](#)

<sup>36</sup> [Data Centers San Antonio | Texas Colocation](#)

<sup>37</sup> [CloudHQ SAT Campus](#)

<sup>38</sup> [CyrusOne Data Centers in Texas: SAT5, San Antonio](#)

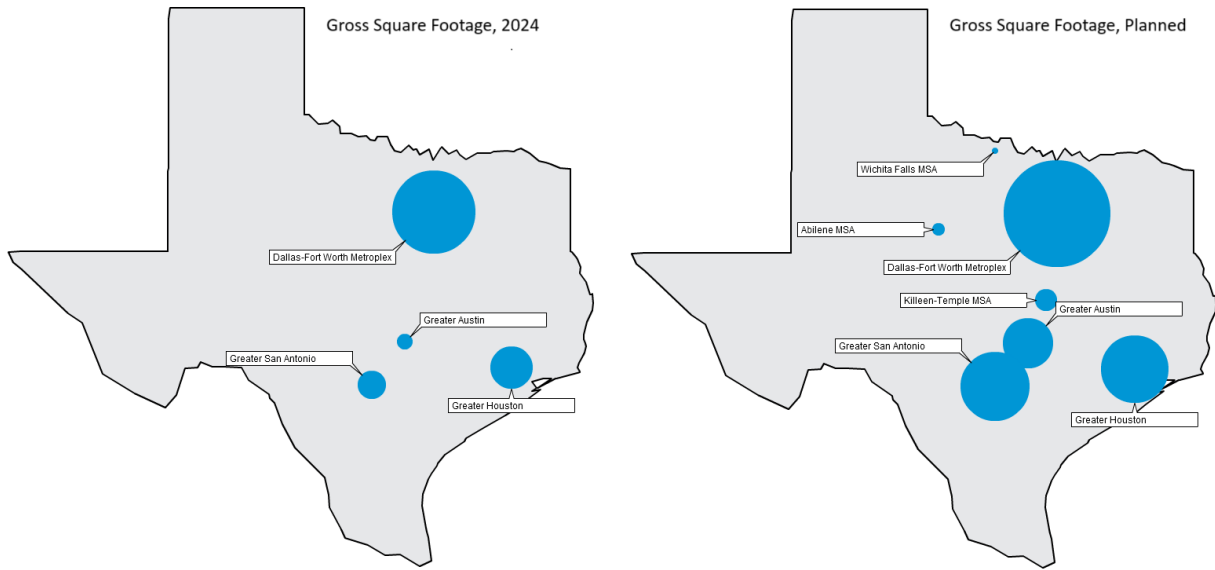
<sup>39</sup> [DataNovaX Announces Opening of \\$1 Billion Pioneer Park Build-to-Suit Data Center Campus in North Texas – DataNovaX](#)

<sup>40</sup> [North America Data Center Trends H1 2024 | CBRE](#)



Figure 2 shows how data center development is already planned to expand across the state from what existed in 2024. The sizes of the circular areas are scaled proportionally across both maps. So, the development planned for the Abilene, Killeen-Temple, and Wichita Falls MSAs is greater than all of the data center development currently operating in Greater San Antonio. The planned development in the Dallas-Fort Worth Metroplex exceeds the current data center capacity in the entire state of Texas.

Figure 2. Planned Growth in Texas Data Center Concentrations



Additional data center development means more construction jobs, more construction spending that affects the local and state economies, and more economic activity that generates additional local and state tax revenue. Once the data centers are operational, they create additional operational jobs, spending in the local and state economies, and additional local and state tax revenue.

Table 3 shows the additional tax revenue going to the State of Texas from the planned new data center development. **We estimate that, statewide, the planned data center development will provide almost \$3.8 billion in additional revenue for the State of Texas.**

Table 4 shows the additional tax revenue going to school districts and local governments from the new planned data center development. **We estimate that, statewide, the planned data center development will provide over \$4.9 billion in additional revenue for schools and local governments in Texas.**

Table 3. Texas State Government Tax Revenues from Additional Data Center Development Planned for Texas (in millions)<sup>41</sup>

|                                                                           | Greater<br>Austin | Dallas-<br>Fort<br>Worth<br>Metroplex | Greater<br>Houston | Greater<br>San<br>Antonio | Abilene<br>MSA | Killeen-<br>Temple<br>MSA | Wichita<br>Falls MSA | Other<br>Areas | Statewide          |
|---------------------------------------------------------------------------|-------------------|---------------------------------------|--------------------|---------------------------|----------------|---------------------------|----------------------|----------------|--------------------|
| Additional Gross<br>Square Footage of<br>Data Centers                     | 13.6              | 41.1                                  | 19.1               | 24.2                      | 1.0            | 3.2                       | 0.3                  | 14.0           | <b>116.5</b>       |
| School Property<br>Taxes Recaptured<br>by the State                       | \$130.6           | \$370.9                               | \$0.0*             | \$0.0*                    | \$0.0*         | \$0.0*                    | \$0.0*               | \$0.0*         | <b>\$501.5**</b>   |
| State's Share of<br>Sales and Use Tax<br>on Tangible<br>Personal Property | \$289.2           | \$861.2                               | \$102.6            | \$280.5                   | \$236.7        | \$1.8                     | \$6.8                | \$1.4          | <b>\$1,780.2</b>   |
| State's Share of<br>Sales and Use Tax<br>on Electricity                   | \$36.0            | \$98.7                                | \$11.9             | \$32.5                    | \$30.1         | \$0.3                     | \$3.9                | \$16.5         | <b>\$229.9</b>     |
| State Tax Revenue<br>from Operational<br>Purchases by Data<br>Centers     | \$101.8           | \$346.8                               | \$85.7             | \$113.5                   | \$13.0         | \$14.0                    | \$3.0                | \$145.1        | <b>\$822.9</b>     |
| State Franchise<br>Tax Revenue from<br>Data Centers                       | \$60.1            | \$140.7                               | \$16.9             | \$61.1                    | \$4.7          | \$7.2                     | \$1.3                | \$30.0         | <b>\$322.0</b>     |
| <b>TOTAL ANNUAL<br/>STATE REVENUE</b>                                     | <b>\$631.3</b>    | <b>\$1,859.4</b>                      | <b>\$236.2</b>     | <b>\$511.8</b>            | <b>\$285.5</b> | <b>\$23.6</b>             | <b>\$18.2</b>        | <b>\$207.0</b> | <b>\$3,773.0**</b> |

\* The development planned for these areas is in ISDs that have not had recapture in fiscal year 2023-2024, so we do not estimate recaptured revenue for the planned development. However, it is very possible that some of the new school revenue provided by data centers in these areas will be recaptured.

\*\* If the State of Texas recaptures some of the revenue provided by the new data center development, then this is an underestimate of the likely state revenue from the new data center development.

<sup>41</sup> Data Sources: datacenterHawk and Mangum Economics modeling and calculations



Table 4. Local Fiscal Impacts of Additional Data Center Development (in millions)<sup>42</sup>

|                                                        | Greater Austin | Dallas-Fort Worth Metroplex | Greater Houston | Greater San Antonio | Abilene MSA    | Killeen-Temple MSA | Wichita Falls MSA | Other Areas    | Statewide          |
|--------------------------------------------------------|----------------|-----------------------------|-----------------|---------------------|----------------|--------------------|-------------------|----------------|--------------------|
| Non-School Property Tax Revenue                        | \$324.6        | \$832.7                     | \$48.1          | \$347.5             | \$266.7        | \$66.6             | \$15.1            | \$104.1        | <b>\$2,005.4</b>   |
| School Property Taxes Kept Locally                     | \$74.6         | \$287.2                     | \$77.9*         | \$262.1*            | \$216.4*       | \$84.6*            | \$14.5*           | \$286.2        | <b>\$1,303.5**</b> |
| Sales and Use Tax on Tangible Personal Property        | \$123.4        | \$367.4                     | \$43.8          | \$119.7             | \$101.0        | \$0.8              | \$2.9             | \$0.5          | <b>\$759.5</b>     |
| Sales and Use Tax on Electricity                       | \$15.4         | \$42.1                      | \$5.1           | \$13.9              | \$12.8         | \$0.1              | \$1.7             | \$7.0          | <b>\$98.1</b>      |
| Tax Revenue from Operational Purchases by Data Centers | \$99.9         | \$317.3                     | \$87.1          | \$98.1              | \$7.6          | \$8.7              | \$1.9             | \$121.2        | <b>\$741.8</b>     |
| <b>ANNUAL TOTAL REVENUE ON ADDITIONAL DATA CENTERS</b> | <b>\$637.9</b> | <b>\$1,846.7</b>            | <b>\$262.0</b>  | <b>\$841.3</b>      | <b>\$604.5</b> | <b>\$160.8</b>     | <b>\$36.1</b>     | <b>\$519.0</b> | <b>\$4,908.3</b>   |

\* The development planned for these areas is in ISDs that have not had recapture in fiscal year 2023-2024, so we do not estimate recaptured revenue for the planned development. However, it is very possible that some of the new school revenue provided by data centers in these areas will be recaptured.

\*\* If the State of Texas recaptures some of the revenue provided by the new data center development, then this is an overestimate of the likely local revenue from the new data center development.

<sup>42</sup> Data Source: Mangum Economics modeling and calculations





## Conclusion

---

This report quantifies the contribution that data centers make to the State of Texas and to the four largest metropolitan statistical areas. The report also estimates the annual state and local tax revenue that will be generated by planned data center development in Texas, once it all becomes operational.

As of the end of 2024, Texas had almost 41 million gross square feet of data center capacity – 64 percent of the total is in the Dallas-Fort Worth Metroplex, 20 percent is in the Greater Houston area, 10 percent is in the Greater San Antonio area, and 4 percent is in the Greater Austin area.

In 2024, data centers provided the State of Texas with over \$1.6 billion in tax revenue, and statewide, data centers generated almost \$1.6 billion for local taxing authorities in Texas.

With its thriving business ecosystem, ample power resources, talented workforce, and tailored economic development programs for data centers, Texas is poised to see a significant increase in data center developments throughout the state over the next several years. Statewide, there are plans to add almost 117 million gross square feet of data center capacity. In addition to the major data center additions and expansions planned for the four major metropolitan areas, in the next several years, there are major data center developments planned for the Abilene, Killeen-Temple, and Wichita Falls MSAs.

So, the development planned for the Abilene, Killeen-Temple, and Wichita Falls MSAs is greater than all of the data center development currently operating in Greater San Antonio. The planned development in the Dallas-Fort Worth Metroplex exceeds the current data center capacity in the entire state of Texas.

Statewide, over the next several years, the planned data center development will provide over \$3.8 billion in additional revenue for the government of the State of Texas and over \$4.9 billion in additional revenue for schools and local governments in Texas.



## Data and Methods

---

For information on the volume of current and planned data center capacity, this report relies on information from datacenterHawk – the premier source for reliable metrics on data centers globally.<sup>43</sup> The platform provided by datacenterHawk is used by data center operators, data center tenants, private equity investors, and business analysts. This data center real estate services company provides subscribers with detailed information on the exact location of every commercial hyperscale and multitenant data center in the United States along with information on the acreage, square footage, and megawatts of critical capacity that are owned, commissioned, under construction, and planned for development. No other source provides this level of granularity and accuracy. Its team of market experts updates information for each data center facility on a quarterly basis. This is especially important in such a fast-changing business.

In order to turn these metrics on the physical characteristics of data centers into estimates of state and local tax revenue, we estimate the value of the real and tangible personal property that is currently invested in each data center in Texas. Our estimates are based on our proprietary modeling developed through extensive experience with the data center business and research into data centers in Texas. Our model is updated annually to reflect the latest data center developments and business cost structures.

Mangum Economics has estimated the economic and fiscal impacts of data center projects and the data center business for a decade in many places from Texas to Michigan, Nebraska to Georgia, and California to Maryland. Because of our extensive experience with data centers, our services have been engaged by trade associations, data center owners and operators, commercial developers, and local governments to quantify the economic impact of this important business.

We work to provide only realistic estimates of likely outcomes, and we choose to err on the side of making lower estimates where there is uncertainty. Our model has been validated with feedback from local government officials and data center experts. Our reports provide reliable and unbiased estimates.

---

<sup>43</sup> [See data center real estate with new clarity - datacenterHawk](#)



## About Mangum Economics, LLC

---

Mangum Economics is a Glen Allen, Virginia based firm that was founded in 2003. Since then, we have become known as a leader in industry analysis, economic impact assessment, policy and program evaluation, and economic and workforce strategy development. The Mangum Team specializes in producing objective and actionable quantitative economic research that our clients use for strategic decision making in a variety of industries and environments. We know that our clients are unique, and that one size does not fit all. As a result, we have a well-earned reputation for tailoring our analyses to meet the specific needs of specific clients, with a specific audience.

Most of our research falls into four general categories:

- **Information Technology:** Working with some of the largest names in the industry, to date the Mangum Team has produced analyses of the economic and fiscal impact of the data center industry in multiple states. Among those, were studies conducted in Arizona, Illinois, and Maryland that were instrumental in the passage of industry-specific legislation.
- **Economic Development and Special Projects:** The Mangum Team has performed hundreds of analyses of proposed economic development projects. One recent example was an analysis of the proposed \$2.3 billion Green City “net-zero eco district.” The Mangum Team has also authored multiple economic development plans, including identifying industry recruitment opportunities created by the high-speed MAREA and BRUSA sub-sea cable landings in Virginia Beach.
- **Energy:** The Mangum Team has produced analyses of the economic and fiscal impact of over 35 GW of proposed solar, wind, battery, and hydro projects spanning at least twenty-nine states. Among those projects was Dominion Energy’s 2.6 GW Coastal Virginia Offshore Wind project off of Hampton Roads. In addition, the Mangum Team has also performed economic and fiscal impact analyses for the natural gas, nuclear, oil, and pipeline industries.
- **Policy Analysis:** The Mangum Team also has extensive experience in identifying and quantifying the intended and unintended economic consequences of proposed legislative and regulatory initiatives.

### The Project Team

David Zorn, Ph.D., *Director – Technology & Special Projects Research*

Wyatt Parson, *Research Analyst*

Lisa Stern, *Research Assistant*

A. Fletcher Mangum, Ph.D., *Founder and CEO*