

City Council City Council Regular Meeting Agenda

Monday, June 16, 2025 5:30 PM

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

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

1. CALL TO ORDER

Invocation - Chris Wigley, Pastor, First Baptist Burleson

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. PUBLIC PRESENTATIONS

- A. Proclamations
- B. Presentations
 - -Present the completed Color Your World Community Quilt (Presenter: Jen Basham, Director of Parks & Recreation)
 - -Present a Unit Citation to Fire and Police personnel in recognition of their service above and beyond the call of duty. (*Presenter: Casey Davis, Fire Chief*)
- 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- A. Items to be continued or withdrawn.
- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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. 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. Executive session is further detailed in Section 10 of this agenda.

6. CONSENT AGENDA

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

- A. Consider and take possible action on the minutes from the June 2, 2025 regular council meeting. (Staff Contact: Monica Solko, Deputy City Secretary)
- B. Consider and take possible action on proposed amendments to City Council Policy #32, Financial Policy, and City Council Policy #41, Debt Management Policy. (Staff Contact: Harlan Jefferson, Deputy City Manager)
- Consider and take possible action on a resolution designating the Johnson County Tax Assessor-Collector to perform the required calculation of relevant tax rates and the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code. (Staff Contact: Harlan Jefferson, Deputy City Manager)
- Consider and take possible action on a calendar regarding the adoption of the property tax rate and annual operating budget for Fiscal Year 2025-2026 assuming a property tax rate that does not exceed the voter-approval rate. (Staff Contact: Harlan Jefferson, Deputy City Manager)
- E. Consider and take possible action on a two-year professional service agreement extension in the amount of \$115,000 with Valley View Consulting, L.L.C. for Investment Advisory Services. (Staff Contact: Harlan Jefferson, Deputy City Manager)
- F. Consider and take possible action on a resolution authorizing the application for the Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant. (Staff Contact: Jen Basham, Director of Parks and Recreation)

- G. Consider and take possible action on a Community Facilities Contract (CFC) with Burleson Independent School District (BISD) for public improvements at Mound Elementary. (Staff Contact: Michelle McCullough, Development Services Deputy Director/City Engineer)
- H. Consider and take possible action on a resolution accepting the current 70% Cost of Living Adjustment (COLA) with the retroactive calculation for the city's Texas Municipal Retirement System (TMRS) plan provision. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)
- Consider and take possible action on a five-year Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville for retail fuel purchases through Omnia Partners (Contract #159331) in the amount of \$500,000. (Staff Contact: Errick Thompson, Director of Public Works)
- J. Consider and take possible action on a five-year agreement with Mansfield Oil Company of Gainesville to purchase motor fuels through an Inter-local Purchasing Agreement with the City of Fort Worth in the amount of \$2,000,000. (Staff Contact: Errick Thompson, Director of Public Works)
- K. Consider and take possible action on a resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group and listing the city's authorized account representatives with any banks or financial institutions that the city may use in the future. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)
- L. Consider and take possible action on a resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool). (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)
- M. Consider and take possible action on a five-year contract with CentralSquare Technologies for OSSI Cloud to upgrade our Computer Aided Dispatch software from on-prem to a cloud hosted solution through a cooperative purchasing agreement with The Interlocal Purchasing System (TIPS) in the amount of \$1,993,980.08. (Staff Contact: James Grommersch, Chief Technology Officer)
- N. Consider and take possible action on a reimbursement agreement for the Chisholm Summit Public Improvement District (PID). (Staff Contact: Tony McIlwain, Development Services Director)
- O. Consider and take possible action on a minute order accepting the bid from the Burleson 4A Economic Development Corporation in response to RFP 2025-003 for the sale of real property located at 114 W. Ellison Street. (Staff Contact: Alex Philips, Director of Economic Development)
- P. Consider and take possible action on a resolution awarding FY 2026 Hotel Occupancy Tax funds to tourism activities. (Staff Contact: Alex Philips, Economic Development Director)
- Q. Consider and take possible action on a minute order ratifying the Economic Development Corporation 4A amendment to Resolution 4A11182024AmendAnnualBudget by amending the Capital Improvement Plan. (Staff Contact: Eric Oscarson, Deputy City Manager)

- R. Consider and take possible action on a minute order ratifying the Community Service Development Corporation 4B amendment to Resolution 4B11182024AmendAnnualBudget by amending the Capital Improvement Plan. (Staff Contact: Eric Oscarson, Deputy City Manager)
- S. Consider and take possible action to receive a donation from James Bennett for the placement of a memorial bench in Old Town Burleson in honor of Brandon Bennett. (Staff Contact: Jen Basham, Director of Parks and Recreation)

7. GENERAL

- A. Consider and take possible action on a resolution amending the five-year Capital Improvement Plan (CIP) for Fiscal Year 2025-2029 (CSO#5673-11-2024). (Staff Contact: Eric Oscarson, Deputy City Manager)
- B. Consider and take possible action on a resolution of the City Council of the City of Burleson, Texas, directing publication of notice of intentions to issue combination tax and revenue certificates of obligation; and resolving other matters relating to the subject. (Staff Contact: Harlan Jefferson, Deputy City Manager)
- C. Consider and take possible action on a Professional Services Agreement with Freese & Nichols, Inc. (FNI) for schematic design phase services in conjunction with Alsbury Boulevard Phase 3 (from Prairie Grove Lane to CR914) in the amount of \$1,645,000 (Project ST2301). (Staff Contact: Travis N. Attanasio, PE, Senior Capital Engineer)
- D. Consider and take possible action on a contract with Klutz Construction LLC for construction services on the SW Alsbury Boulevard from CR 1020 to CR 920 (ITB 2025-013), with Bid Alternative 1, in the amount of \$7,100,389.90, with a project contingency of \$710,038.99, for a total amount of \$7,810,428.89 (Project ST2202). (Staff Contact: Travis N. Attanasio, PE, Senior Capital Engineer)
- E. Consider and take possible action on a development agreement with Phelps Real Estate III, LLC, RPO Properties, L.P., and an associated ETJ development project (Staff Contact: Tony D. McIlwain, Development Services Director)

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion and provide staff direction regarding the vision for Hidden Creek Golf Course. (Staff Contact: Jen Basham, Director of Parks and Recreation)
- B. Receive a report, hold a discussion, and provide staff direction regarding the five-year Capital Improvement Plan (CIP) for Fiscal Year 2026-2030. (Staff Contact: Eric Oscarson, Deputy City Manager)
- C. Receive a report, hold a discussion, and provide staff direction regarding Fiscal Year (FY) 2025-2026 Compensation and Benefits. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)
- D. Receive a report, hold a discussion, and provide staff direction regarding the 5-year forecast for the General Debt Service Fund, Health Insurance Fund, IT Support Service Fund, Medical Transport Fund, American Rescue Plan Act Fund, Hotel/Motel Fund, Public Education Government Fund, Municipal Court Funds, Solid Waste Fund, Cemetery Operating Fund, Cemetery Endowment Fund, Equipment Replacement Fund, and Equipment Services Fund. (Staff Contact: Kevin Hennessey, Interim Director of Finance)

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

- -Receive a report and hold a discussion regarding the Texas Property Code and the City's ad valorem tax collection policies, practices, and procedures
- -Receive a report and hold a discussion regarding interlocal agreements forming the Johnson County Public Safety Consortium with the cities of Alvarado, Cleburne, Grandview, Joshua, Keene, and Venus, and Johnson County and Johnson County ESD #1
- -Receive a report and hold a discussion regarding the contract with the Burleson Independent Soccer Association for the operation of soccer leagues and tournaments at Bartlett Park
- -Receive a report and hold a discussion regarding the contract with the Burleson Youth Association for the operation of baseball leagues and tournaments at Chisenhall Park
- -Receive a report and hold a discussion regarding the Texas Alcoholic Beverage Code and the City of Burleson's Zoning Ordinance
- -Receive a report and hold a discussion regarding Texas Local Government Code Chapter 394, H.B. 21 (2025), and Pecos Housing Finance Corporation ownership of Shannon Creek Apartment Complex
- -Receive a report and hold a discussion regarding Texas Local Government Code Chapter 43, S.B. 1844 (2025), and the city's annexation agreements and services plans
- -Receive a report and hold a discussion regarding Texas Tax Code Chapters 6, 23 and 25, S.B. 973 (2025), and the frequency of property appraisal by appraisal districts
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code
 - -Real property commonly known as the West Building, 114 W Ellison St and 101 S Wilson St in Burleson, Johnson County, Texas
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073
- D. Personnel Matters Pursuant to Section 551.074, Texas Government Code
 - -Hold a discussion and conduct an evaluation of the City Manager, including considering and taking possible action on an amended employment agreement
 - -Hold a discussion and conduct an evaluation of the City Secretary, including considering and taking possible action on an amended employment agreement
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076
 - -Receive a report and hold a discussion regarding an informal security audit of public safety software
- F. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code
 - -Project Broaden
 - -Project Bolts
 - -Project Jump

11. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the 11th of June 2025, by 7:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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



City Council Regular Meeting

DEPARTMENT: City Secretary's Office

FROM: Monica Solko, Deputy City Secretary

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on the minutes from the June 2, 2025 regular council meeting. (Staff contact: Monica Solko, Deputy City Secretary)

SUMMARY:

The City Council duly and legally met on June 2, 2025 for a regular council meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

BURLESON CITY COUNCIL REGULAR MEETING JUNE 2, 2025 DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

COUNCIL ABSENT:

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

Adam Russell

Staff present

Tommy Ludwig, City Manager Harlan Jefferson, Deputy City Manager Eric Oscarson, Deputy City Manager Amanda Campos, City Secretary Monica Solko, Deputy City Secretar2 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: 5:32 p.m.

Invocation – Burleson Police Officer Rockers

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

- Recognition of the City of Burleson 101 Civic Academy Class (Recipients: 2025 Class)
- Recognition of the Community Emergency Response Team (CERT) on their FEMA Region VI award (Recipients: Joe Laster, Emergency Operations Manager and CERT members)

 Receive the Life Saver Award from the Chisholm Trail 100 Club for those involved in the tower rescue on 01/24/2025.

C. Community Interest Items

- Victoria Johnson represented the city at the National League of Cities Women in Municipal Government conference in San Antonio. At the conference, she had impactful conversations with other women in municipal government. Conference topics consisted of how to be impactful, how to be resilient during opposition and how to promote and encourage women in government.
- Join us, Hot Sound of Summer, Friday, June 6 at 7:30pm at the Mayor Vera Calvin Plaza, musical line up is Le Freak.

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. <u>CITIZEN APPEARANCES</u>

 Jameye Jones, Johnson County Pioneer & Old Settlers Reunion Association, came forward to speak on the upcoming event.

5. CONSENT AGENDA

A. Minutes from the May 27, 2025 special council meeting. (Staff Contact: Monica Solko, Deputy City Secretary)

Motion made by Victoria Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Adam Russell absent.

B. CSO#5809-06-2025, interlocal agreement for the operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit (SCU) with the County of Johnson, Johnson County District Attorney's Office, Johnson County Attorney's Office, Johnson County Sheriff's Office, and the participating cities of Alvarado, Burleson, Cleburne, and Joshua. (Staff Contact: Chief Billy Cordell, Police Department)

Motion made by Victoria Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Adam Russell absent.

C. CSO#5810-06-2025, Third Amendment to the Engineering Services Contract (CSO#5029-03-2023) with Kimley-Horn and Associates for design of the

Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning Project in the amount of \$379,850.00, for a total contract amount of \$1,563,745.00. (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)

Motion made by Victoria Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Adam Russell absent.

D. CSO#5811-06-2025, permanent Oncor Electric Delivery Company Easement associated with the Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning Project located on Industrial Park Boulevard. (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)

Motion made by Victoria Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Adam Russell absent.

E. CSO#5812-06-2025, interlocal agreement with Johnson County Special Utility District (JCSUD) regarding placement of JCSUD water facilities within the Chisholm Summit Master Planned Community, Phases 1-3. (Staff Contact: Michelle McCullough, Development Services Deputy Director/City Engineer)

Motion made by Victoria Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Adam Russell absent.

F. CSO#5813-06-2025, contract with Johnson Fitness and Wellness through a vendor purchasing agreement for the purchase of cardio and strength fitness equipment at a total price of \$18,568.79. (Staff Contact: Jen Basham, Director of Parks and Recreation)

Motion made by Victoria Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Adam Russell absent.

G. CSO#5814-06-2025, contract with Johnson Fitness and Wellness through Buyboard cooperative purchasing agreement number 764-25 for the purchase of cardio and strength fitness equipment at a total price of \$90,498.60. (Staff Contact: Jen Basham, Director of Parks and Recreation)

Motion made by Victoria Johnson and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Adam Russell absent.

11. RECESS INTO EXECUTIVE SESSION - ADD

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

Motion was made by Dan McClendon and seconded by Larry Scott to convene into executive session. **Time: 6:07 p.m.**

Motion passed 6-0, with Adam Russell absent.

Motion was made by Victoria Johnson and seconded by Alexa Boedeker to reconvene into open session. **Time: 6:31 p.m**.

Motion passed 6-0, with Adam Russell absent.

6. DEVELOPMENT APPLICATIONS

A. Ordinance change request from "C, Commercial", to "C, Commercial" with a Specific Use Permit for a Liquor Store" located at 185 NW John Jones Dr., Suite 150 (Case 25-095). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 4-2) - CONTINUED

Amanda Campos, City Secretary, announced that the applicant has requested that Council open and continue the public hearing to the September 2, 2025 city council meeting.

Mayor Fletcher opened and continued the public hearing to September 2, 2025. **Time: 6:31 p.m.**

7. **GENERAL**

A. CSO#5816-06-2025, project with Kraftsman for the replacement of the Indoor Pool Playstructure at a total price of \$443,674.21. (Staff Contact: Jen Basham, Director of Parks and Recreation)

Jen Basham, Director of Parks and Recreation, presented a contract to the city council.

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

Motion passed 6-0, with Adam Russell absent.

8. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and provide staff direction on an overview of the Mayor Vera Calvin Plaza policy. (Staff Contact: Joni Van Noy, Economic Development Coordinator)

Alex Philips, Economic Development Director, gave an overview of the Mayor Vera Calvin Plaza policy to the city council. Presentation included current hours of

operation, private events, prohibited actions, vandalism, and committee input (restrooms to lock at 10:00 p.m. and look at other play area for children).

The council was in favor of the children's moving tunnel, the musical flowers and keeping the restrooms open until 10:00 p.m. Mr. Philips stated he would bring back the policy and other ideas for stationary and inclusive play equipment, along with costs for consideration.

B. Receive a report, hold a discussion, and provide staff direction regarding the implementation of a Façade and Corridor Enhancement Grant Program. (Staff Contact: Alex Philips, Economic Development Director)

Alex Philips, Economic Development Director, reported on the implementation of a Façade and Corridor Enhancement Grant Program to the city council. Discussion included timing, incorporating it with other programs, funding, and sending the item to committee for further work.

The council was in favor of the program and asked staff to start drafting a policy to take to committee.

C. Receive a report, hold a discussion, and provide staff direction on the Alternate Water Supply Feasibility Study. (Staff Contact: Errick Thompson, Director of Public Works)

Errick Thompson, Director of Public Works, reported on the Alternate Water Supply Feasibility Study to the city council. Presentation included background, water distribution system overview, alternate sources of treated water, location of water sources, and best options.

Council was in favor of keeping a dialogue open with Johnson County Special Utility District (JCSUD).

9. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS

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

• Janalea Hembree, Assistant to the City Manager, came forward with an update on the council requested watch bills.

10. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS

None.

11. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed

meeting to discuss any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

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

- Receive a report and hold a discussion regarding Cause CC-E20250018, City of Burleson, Texas v. ZL & SKY, LLC, and First National Bank of Burleson, in the County Court at Law No. 1, Johnson County, Texas
- Receive a report and hold a discussion regarding Case D-1-GN-23-007785, City of Grand Prairie, Texas, et al., v. State of Texas, in the District Court, 261st
 Judicial District, Travis County, Texas, and ETJ release petitions in the city
- Receive a report and hold a discussion regarding Case 23-0767, Shana Elliott, et al., v. City of College Station, Texas, et al., in the Supreme Court of Texas, and ETJ release petitions in the city
- Receive a report and hold a discussion regarding S.B. 2237 (2025) and employment agreements with executive employees

B. Personnel Matters Pursuant to Section 551.074, Texas Government Code

- Hold a discussion and conduct an evaluation of the City Manager
- Hold a discussion and conduct an evaluation of the City Secretary

Motion was made by Victoria Johnson and seconded by Dan McClendon to convene into executive session. **Time: 7:56 p.m.**

Motion passed 6-0, with Adam Russell absent.

Motion was made by Victoria Johnson and seconded by Dan McClendon to reconvene into open session. **Time: 8:58 p.m**.

Motion passed 6-0, with Adam Russell absent.

12. ADJOURNMENT

Time: 8:58 p.m.

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

Mayor Chris Fletcher adjourned the meeting.

Monica Solko
Deputy City Secretary



City Council Regular Meeting

DEPARTMENT: Finance

FROM: Harlan Jefferson, Deputy City Manager

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on proposed amendments to City Council Policy #32, Financial Policy, and City Council Policy #41, Debt Management Policy. (Staff Contact: Harlan Jefferson, Deputy City Manager)

SUMMARY:

In July 2023, the City Council adopted the Financial Policy (#32) and Debt Management Policy (#41), to which staff is proposing several amendments. The purpose of these amendments is to reflect current practices, improve clarity, align with legal and regulatory requirements, and strengthen internal controls. The Financial Policy (#32) and Debt Management Policy (#41) serve as foundational documents that guide the City's financial planning, reporting, and debt issuance strategies. The staff has conducted a comprehensive review and incorporated revisions. A summary of the proposed amendments can be found below.

FINANCIAL POLICY - KEY AMENDMENTS:

- Finance Committee: The meeting frequency was changed to at least four times per year, and Financial Report review was added as a formal responsibility.
- **Legal Compliance:** Updated statutory references related to *auditor qualifications*, *auditor repute*, and *prompt payment* for accuracy.
- **Budget Adoption:** This includes a clarification that if a tax rate is not adopted by September 30, the lower of the no-new-revenue rate or the tax rate for the previous year is deemed adopted as per State Law.
- **Financial Reporting:** The 10 business days' deadline for departmental reports has been removed; the City Council will receive summaries within 30 days of each month's end (30 days for the first quarter).
- **Property Tax Revenues:** Clarified that property will be valued at *fair market value* based on appraisal districts' current-year values.
- **PILOT Calculation:** Based on *total assets* using the most recent audit and tax rate from the same fiscal year.
- **Electronic Transfers:** Replaced "wire transfers" terminology to electronic transfers throughout the policy to include *ACH* and bank transfers; eliminated outdated attachments and delegated authorization oversight to the *Director of Finance*.

• **Debt Service Fund Reserves:** Revised to reflect a \$1 million reserve target for General Obligation Debt Service Funds.

DEBT MANAGEMENT POLICY - KEY AMENDMENTS:

- Purpose Statement Expanded: More explicitly outlines objectives including IRS compliance, maintaining bond ratings, and minimizing borrowing costs.
- Scope Clarified: Applies to all types of City-issued debt regardless of revenue source.
- **Debt Structuring Guidelines Added:** Prioritizes rapid principal repayment, stability in annual payments, and matching debt term with asset life.
- **Interest Rate Types:** While the City primarily uses *fixed rate bonds*, it may consider *variable rate instruments* with Council approval.
- **Sale Methods Defined:** Details the conditions under which the City may pursue competitive sales, negotiated sales, or private placements.
- **Credit Rating Policy Added:** This commits to *timely disclosure*, maintaining good relationships with rating agencies, and obtaining at least one public rating per issuance.
- **Continuing Disclosure:** Formalizes compliance with *SEC Rule 15c2-12* and the City's obligation to report through EMMA.
- Selection of Financial Advisor and Bond Counsel: Clarifies *qualifications*, *roles*, *and independence* in accordance with MSRB standards.
- **Debt Ratios Updated:** Includes policy targets such as *Net Debt Per Capita* goal of \$3,000 or less, Net Debt to Assessed Value of 3% or less, and Debt Service Tax Rate of 40% or less.

RECOMMENDATION:

Staff recommends approval of the updates to the policies.

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

On July 10, 2023, the City Council revised the Financial Policy (#32) and adopted the Debt Management Policy (#41).

On April 21, 2025, the Finance Committee reviewed the proposed changes to the policies.

On May 19, 2025, the City Council reviewed the proposed changes to the policies.

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: N/A

Account Number(s): N/A

Fund: N/A

Account Description: N/A

STAFF CONTACT:

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



Debt and Financial Policies Updates Summary of Major Changes

PRESENTED TO THE CITY COUNCIL ON JUNE 16, 2025

FINANCIAL POLICY – KEY AMENDMENTS

- Finance Committee
- Legal Compliance
- Budget Adoption
- Financial Reporting
- Property Tax Revenues
- PILOT Calculation
- Electronic Transfers
- Debt Service Fund Reserves

DEBT POLICY – KEY AMENDMENTS

- Purpose Statement Expanded
- Scope Clarified
- Debt Structuring Guidelines Added
- Interest Rate Types
- Sale Methods Defined
- Credit Rating Practice Defined
- Continuing Disclosure
- Selection of Financial Advisor and Bond Counsel
- Debt Ratios Updated

Financial Policy Updates Summary of Major Changes

- Changed meeting requirements for the Finance Committee from quarterly to at least four times a year and added Finance Report review (audit) as a function of the committee.
- Corrected State law references for Auditors Qualifications, Auditors' Repute, and Prompt Payment sections
- Under filing and adoption of the Operating Budget added the following sentence: If a tax rate is not adopted by September 30, the tax rate for that tax year will be the lower of the no-new-revenue tax rate calculated for the tax year or the tax rate adopted by the taxing unit for the preceding tax year in accordance with State Law.

- Reporting Section changed as follows:
- Summary financial reports will be presented to the departments within 10 business days. City Council will receive a quarterly financial summary of key funds within 30 to 45 days after the end of each quarterly period (December, March, June and September). month with the exception of the first quarter of the fiscal year. The report will be provided within 30 days after the first quarter of the fiscal year.

•Property Tax Revenues changed as follows: All real and business personal property located within the City shall be valued at 100% of the fair market value for any given year based on the current appraisal supplied to the City by the Johnson County Central Appraisal District of Johnson County and Tarrant County Appraisal District.

Payment in Lieu of Taxes changes as follows:

A fee will be charged to the Utility Fund to equate to property taxes lost due to municipal ownership. Net book value—Total Assets from the most recent audited financials will be used as a basis, barring the absence of known market value. The existing tax rate from the same fiscal year as the most recent audited financials will be applied to this base to determine the PILOT charge.

- •Changed wire transfers to electronic transfers throughout policy to include ACH transfers and bank transfers.
- •General Obligation Debt Service Funds has been changed as follows:

General Obligation Debt Service Funds will not have reserves. a reserve of approximately \$1,000,000. The policy above does not preclude include the debt service reserves normally established to market revenue bonds.

- •AUTHORIZATION OF INVESTMENTS AND PAYMENTS changed as follows:. Two signatures are required to conduct business on behalf of the City of Burleson, Texas. Both the City Manager and the Director of Finance, or their designee(s), are hereby authorized to approve investments and payments for the City.
- •AUTHORIZATION OF ELECTRONIC TRANSFERS BY THE CITY changed as follows: In general, electronic transfer responsibilities and processes are set by the Director of Finance in accordance with banking resolutions adopted by the City Council and the Investment Policy. Processes will require two individuals assigned by the Director of Finance to separate the duties of initiating a transaction and approval of a transaction.
- •Based on the changed two sections, Attachments A through D allowing wire transfer authorization, safekeeping agents, investments and paying agents have been removed. They will be handled administratively by the Director of Finance.

Debt Policy Updates Summary of Major Changes

Added to Purpose:

The City of Burleson recognizes that the foundation of any well-managed debt program is a comprehensive debt management and post issuance policy outlining the parameters for issuing new debt and managing the existing debt portfolio; identifying the types and amounts of permissible debt; providing guidance to decision makers regarding the purposes for which debt may be issued; and verifying that the IRS regulations regarding post issuance compliance are met to preserve the tax-exempt status of the City's bonds.

Adherence to a debt management policy helps ensure that the City maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit.

Debt Policy Updates- Added to Policy Statement

This Policy applies to all debt instruments issued by the City regardless of the funding source. Funding sources can be derived from, and debt secured by ad valorem taxes, general City revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

Debt Policy Updates – Added to Debt Structure

Debt service shall be structured to the greatest extent possible to:

- 1. Target projected cash flows and pledged revenues;
- 2. Minimize the impact on future tax levies;
- 3. Target a consistent and as rapid as feasible payment of principal;
- 4. Maintain a level overall annual debt service payment structure; and
- 5. Target the equal or the lesser of the useful life of the asset being financed.

FIXED INTEREST VERSUS VARIABLE INTEREST

The City generally issues fixed-rate bonds primarily to protect itself against interest rate risk. However, the city has the option to issue variable-rate bonds if market conditions warrant and the Council approves them.

Debt Policy Updates – Methods of Sale

A. Competitive Sale

In a competitive sale, bonds are awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest TIC bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. It is customary for bids to be submitted electronically through a secure website.

B. Negotiated Sale

In a negotiated sale, the City chooses an underwriter or underwriting syndicate that is interested in reoffering a particular series of bonds to investors. The terms of the sale, including the size of the underwriter's discount, date of sale, and other factors, are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are more advantageous when flexibility in the sale date is needed or when less conventional bond structures are being sold. Negotiated sales are also often used when the issue is particularly large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts.

Debt Policy Updates – Methods of Sale

C. Private Placement

A private placement is a negotiated sale of debt securities to a limited number of selected investors including financial institutions, government agencies, or authorities. The City may engage a placement agent to identify likely investors if deemed necessary. A private placement may be beneficial when the issue size is small, when the security of the bonds is somewhat weaker, or when a governmental lending agency or authority can provide beneficial interest rates or terms compared to financing in the public market.

Debt Policy Updates – Methods of Sale

The City's debt obligations may be sold by competitive sale, negotiated sale or private placement methods. The selected method of sale depends upon the option which is expected to result in the lowest cost and most favorable terms to the City given the financial structure used, market conditions, and prior experience. When considering the method of sale, the City Council may consider the following issues:

- 1. Financial conditions;
- 2. Market conditions;
- 3. Transaction-specific conditions;
- 4. City-related conditions;
- 5. Risks associated with each method;
- 6. Complexity of the Issue;
- 7. Volatility of Bond Yields;
- 8. Familiarity of Underwriters with the City's Credit Quality;
- 9. Size of the Issue

Debt Policy Update - Ratings

Adherence to a debt management policy helps ensure that the City maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit. Toward that end, the City will take the following steps.

- 1. Strive to maintain good relationships with bond rating agencies as well as disclose financial reports and information to these agencies and to the public.
- 2. Obtain a rating from at least one nationally recognized bond-rating agency on all issues being sold in the public market.
- 3. Make timely disclosure of annual financial information or other requested information to the rating agencies.

Debt Policy Update – Continuing Disclosure

The City will take all appropriate steps to comply with federal securities laws, including, but not limited to, Securities and Exchange Commission ("SEC") Rule 15c2 -12 the ("Rule"). The City will make annual and event disclosure filings to the MSRB via EMMA as required by the Rule and its continuing disclosure undertakings.

Debt Policy Update – Selection of Financial Advisor

The City shall retain an independent financial advisor for advice on the structuring of new debt, financial analysis of various options, including refunding opportunities, the rating review process, the marketing and marketability of City debt obligations, issuance and post- issuance services, the preparation of offering documents (each, an "Official Statement") and other services, as necessary. The City will seek the advice of the financial advisor on an ongoing basis. The financial advisor will perform other services as defined by the agreement approved by the City Council. The financial advisor will not bid on nor underwrite any City debt issues in accordance with MSRB rules.

Debt Policy Update – Selection of Bond Counsel

The City shall retain bond counsel for legal and procedural advice on all debt issues. Bond counsel shall advise the City Council in all matters pertaining to its bond ordinance(s) and /or resolution(s). No action shall be taken with respect to any obligation until a written instrument (e.g., Certificate Ordinance or other legal instrument) has been prepared by the bond attorneys certifying the legality of the proposal. The bond attorneys shall prepare all ordinances and other legal instruments required for the execution and sale of any bonds issued which shall then be reviewed by the City Attorney and the Director of Finance. The City will also seek the advice of bond counsel on all other types of debt and on any other questions involving state law and federal tax or arbitrage law. Special counsel may be retained to protect the City's interest in complex negotiations.

Current and Additional Debt Ratios

Net Debt Per Capita – The City shall strive to maintain the current Net Debt per Capita at or below \$3,000. (Existing)

Net Debt to Assessed Value – The City shall strive to maintain a ratio of Net Debt to Assessed Value of properties in the City at or below three percent (3%). (Existing)

Debt Service Tax Rate – The City will target a debt service tax rate the makes up 40% or less of the City's total property tax rate. (New Debt Ratio)

Debt Ratios (Actuals)

<u>DEBTRATIOS</u>								
			Net Tax-	Ratio of Net	Net Tax-			
Fiscal			Supported	Debt to	Supported			
Year	Estimated	Taxable Assessed	Debt	Assessed	Debt Per			
Ended	Population	Value	Outstanding	Valuation	Capita			
2020	47,641	\$ 4,393,345,069	\$66,973,129	1.52%	\$ 1,406			
2021	47,730	4,707,770,267	59,462,359	1.26%	1,246			
2022	50,210	5,063,981,931	55,917,367	1.10%	1,114			
2023	51,715	6,041,667,211	60,890,626	1.01%	1,177			
2024	53,501	6,339,701,821	69,368,236	1.09%	1,297			

DEBT SERVICE TAX RATE PERCENTAGE								
				Debt as				
Fiscal	Debt			Percent				
Year	Service	M&OTax	Total Tax	of Total				
Ended	Tax Rate	Rate	Rate	TaxRate				
2020	0.2094	0.5106	0.7200	29.1%				
2021	0.1924	0.5187	0.7111	27.1%				
2022	0.1885	0.4974	0.6859	27.5%				
2023	0.1923	0.4649	0.6572	29.3%				
2024	0.1923	0.4402	0.6325	30.4%				
2025	0.1923	0.4704	0.6627	29.0%				

Options





City of Burleson, Texas FINANCIAL POLICY STATEMENTS

Revised 7/10/2023

June 16, 2025

I. STATEMENT OF PURPOSE

The intent of the Financial Policy and Financial Management Policy is to enable the City to achieve a long-term stable and positive financial condition. The guiding principles of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The more specific purpose is to provide guidelines to <u>Management management</u> in planning and directing the City's finances and in developing recommendations to City Council.

The scope of the financial policies <u>includeincludes</u> the City's investment, debt and continuing disclosure policies covering areas such as accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, debt management, and planning concepts, in order to:

- a. present fairly and with full disclosure the financial position and results of financial operations of the City in conformity to generally accepted accounting principles (GAAP) as set forth by the governmental accounting standards board (GASB), and
- b. determine and demonstrate compliance with finance related legal and contractual issues in accordance with provisions of the Texas Local Government Code and other pertinent legal documents and mandates.

II. GENERAL IMPLEMENTATION AND COMPLIANCE GUIDELINES

- A. FINANCE COMMITTEE. The Finance Committee, the City Manager, and the Finance Director shall be designated as the Finance Committee. The committee will meet at least quarterly. four times a year. The committee will report to the City Council on the nextat a Regular City Council meeting. The function of the committee will be:
 - 1) Fiscal policy review
 - 2) Auditor selection recommendation
 - 3) Investment and Debt policy review and guidance
 - 4) Long-range planning
 - 5) Financial Report review

- B. ANNUAL REVIEW. Based upon the results and recommendations of the Finance Committee review, the Council will annually approve the fiscal policies.
- C. IMPLEMENTATION, COMPLIANCE, ACCOUNTABILITY AND REVIEW. The Finance Director will be responsible for implementing these policies and will, to the best of his or her knowledge, make the City Manager, Finance Committee and the City Council aware of any variances in practice from these policies or any other deviation from prudent financial practices in accordance with GAAP, the city charterCity Charter, state laws and/or ethics of the profession.

III.- ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

- A. ACCOUNTING. The City is solely responsible for the reporting of its financial affairs, both internally and externally. The City Manager is the City's Chief FiscalAdministrative Officer and the head of the administrative branch of the City government. The City Manager may delegate some or all of the financial administrationadministrative duties but willshall maintain supervisory authority over all functions as specified in the City's Charter Article VII, Section 68.
- B. AUDITING. An independent certified public accounting (CPA) firm will perform annual financial audits.
 - 1) <u>Qualifications of the Auditor</u>. In conformance with the City's Charter and according to the provisions of Texas Local Government Code, <u>Title 4</u>, Chapter 103, the City will be audited annually by outside independent accountants. ("auditor").
 - 2) <u>Auditor Repute</u>. The auditor must be a CPA firm of good reputation and must demonstrate that it has the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards and contractual requirements. The auditor must be registered as a partnership or corporation or certified public accountants, holding a license under Article 41a-1, Section 9, of the Civil Statutes of Texas, capable of demonstrating that it has sufficient staff which will enable it to conduct the City's audit in accordance with generally accepted auditing standards as required by the City Charter and applicable state and federal laws.
 - 3) <u>Timing</u>. The auditor's report on the City's financial statements will be completed within 180 days of the City's fiscal year end.
 - 4) Management Letter. The independent CPA firm shall provide a management letter, if one is issued, no later than March 31 following the end of each fiscal year. The auditor will prepare and will review the management letter with Management and the Finance Committee. The Finance Director shall respond in writing to the City Manager and City Council regarding the auditor's

management letter, addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor's report upon the resolution of any issues resulting from the review.

- 5) Responsibility of Auditor to City Council. The auditor is accountable to the City Council and will have access to direct communication with the City Council if the City Staff is unresponsive to auditor recommendations or if the Auditor considers such communication necessary to fulfill its legal and professional responsibilities.
- 6) Rotation of Auditor. The City will not require an auditor rotation, but will circulate requests for proposals for audit services at least every five years. Should the City Council be dissatisfied with the auditor's performance, it may request new proposals at any time. Year—to—year authorization to continue shall be done by July 1st of each year.

C. FINANCIAL REPORTING.

- 1) External Reporting.
 - a. <u>Scope</u>. The Annual Comprehensive Financial Report shall be prepared in accordance with generally accepted accounting principles (GAAP).
 - b. <u>Timing</u>. The Report shall be presented to the Council within 180 calendar days of the City's fiscal year end. If City staffing limitations preclude such timely reporting, the Finance Director will inform the City Council of the delay and the reasons thereof.
 - c. <u>Awards</u>. The Report shall be presented annually to the Government Finance Officer's Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting.

2) Internal Reporting.

The Finance Department will prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs. Internal financial reporting objectives are addressed throughout these policies.

IV. OPERATING BUDGET.

A. PREPARATION. Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The City's "operating budget" is the City's annual financial operating plan. The scope of the budget includes all funds for which the City will adopt a formal budget, including Government Funds and Proprietary Funds.

- 1) <u>Budgetary Process</u>. The budget is prepared by the City Manager or his/her designee with the cooperation of all City Departments. The <u>proposed</u> budget should be presented to the City Council between 60 and 90 days prior to <u>the</u> fiscal year end, and should be enacted by the City Council prior to fiscal year end in accordance with the Charter.
- 2) <u>Awards</u>. If feasible, the operating budget will be submitted to the GFOA annually for evaluation and consideration for the Award for Distinguished Budget Presentation.
- 3) <u>Basis of Budgeting</u>. The basis of budgeting will be the same as the basis of accounting; that is, that budgets for the General Fund and the Special Revenue Funds are prepared on the modified accrual basis of accounting, and budgets for the Utility (Proprietary) Funds are prepared on a full accrual basis, except that capital purchases and depreciation are not adjusted until year-end financial reporting.
- 4) <u>Financial Forecast</u>. A five-year financial forecast shall be prepared annually, projecting revenues and expenditures for all operating and capital funds. This forecast shall be used as a planning tool in developing the following year's operating budget.
- 5) Proposed Budget Format. A proposed budget shall be prepared by the <u>City</u> Manager with the participation of all of the City's Department Directors, within the provisions of the City Charter. The budget shall include at least four basic segments for review and evaluation. These segments are: (1) personnel costs, (2) operations and maintenance costs, (3) capital and other (non-capital) project costs, and (4) revenues. A four—column format should be used such that prior year actual, current year budget and revised, and next year proposed are all clearly shown.
- 6) <u>Council Participation</u>. The budget review process shall include Council participation in the development of each of the four segments of the proposed budget and a Public Hearing to allow for citizen participation in the budget preparation. The budget process shall span sufficient time to address policy and fiscal issues by the Council. The budget process will be coordinated so as to identify major policy issues for City Council consideration prior to the budget approval date so that proper decision analysis can be made.
- 7) Filing and Adoption. Upon the presentation of a proposed budget document acceptable to the Council, the Council shall call and publicize a public hearing and adopt by Ordinance such budget as the City's Official Budget, effective for the fiscal year beginning. A copy of the proposed budget shall be filed with the City Secretary in accordance with the provisions of the City Charter. Should the Council fail to take final action on or before the last day of the fiscal year, the

budget as submitted by the City Manager shall be deemed to have been finally adopted by the City Council. If a tax rate is not adopted by September 30, the tax rate for that year will be the lower of the no-new-revenue rate calculated for the tax year or the rate adopted by the taxing unit for the preceding year in accordance with State Law (Tax Code Sec.26.05. (c)).

- 8) Amending the Official Budget. The council may amend the budget for municipal purposes in accordance with state law.
- 9) <u>Encumbrances</u>. Encumbrances outstanding at the end of each fiscal year shall be reflected as reservations of fund balance. Subsequent year's payments on previously encumbered funds will be reflected as expenditures in the current year. For Encumbrances that are brought forward from the previous year, budgets will be adjusted by the encumbered amount in the current year.
- B. BALANCED BUDGET. The operating budget will be balanced with current revenues and other resources greater than or equal to current expenditures/expenses. Use of beginning balances and other reserves to balance operations will be discussed with the-city Council during the budget process.
- C. REPORTING. Monthly financial reports will be prepared to enable the Department Managers to manage their budgets and to enable the Finance Director to monitor and control the budget as authorized by the City Manager. Summary financial reports will be presented to the departments within 10 business days. City Council will receive a quarterly financial summary of key funds within 30 to 45 days after the end of each quarterly period (December, March, June and September). month with the exception of the first quarter of the fiscal year. The report will be provided within 30 days after the first quarter of the fiscal year.
- D. ACTIVITY INDICATORS AND STATISTICS. Where appropriate, activity indicators and statistics will be used as guidelines and reviewed for efficiency and effectiveness. This information will be considered in the annual budgeting process and reported to the City Council regularly.
- E. OPERATING POSITION. The guidelines that the City should be following to assure fiscal stability are those outlined in Financial Condition/ Reserves/Stability Ratios (IX.A. through F.).

V. REVENUE MANAGEMENT.

- A. The City will strive for the following optimum characteristics in its revenue system:
 - 1) SIMPLICITY. The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs and to make it more understandable to the taxpayer or service recipient. The City will avoid nuisance taxes or charges as revenue sources.

- 2) CERTAINTY. A knowledge and understanding of revenue sources increases increase the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets and plans.
- 3) EQUITY. The City shall make every effort to maintain, equity in its revenue system structure, i.e., the City shall seek to minimize or eliminate all forms of subsidy between entities, funds, services, utilities, and customers. The City shall require that there be a balance in the revenue system, i.e., the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.
- 4) ADMINISTRATION. The benefits of a revenue will generally exceed the cost of collecting and administering the revenue program. The cost of collection will be reviewed annuallyperiodically for cost effectiveness as a part of the indirect cost and cost of services analysis. Where appropriate, the City will use the administrative processes of State or Federal collection agencies in order to reduce administrative costs.
- 5) DIVERSIFICATION AND STABILITY. In order to protect from fluctuations in a revenue sources due to changes in the economy and variations in weather, a diversified revenue system will be maintained to provide stability.
- 6) GRANTS AND RESTRICTED REVENUES. In order to maintain flexibility in the revenue system, grants and restricted revenues shall be pursued on a costbenefit basis. All grants and other federal/state, and restricted funds shall be managed and accounted <u>for</u> to comply with the laws, regulations, and guidance of the grantor.
- B. The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:
 - COST/BENEFIT OF ABATEMENT. The City will use due caution in the analysis of any tax or fee incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as a part of such caution.
 - NON-RECURRING REVENUES. One-time or non-recurring revenues will not be used to finance current ongoing operations. Non-recurring revenues should be used only for one-time expenditures such as long-lived capital needs.
 - 3) PROPERTY TAX REVENUES. All real and business personal property located within the City shall be valued at 100% of the fair market value for any given year based on the current appraisal supplied to the City by the Johnson County Central Appraisal District of Johnson County and Tarrant County Appraisal

District. Total taxable valuation will be reappraised and reassessed in accordance with State statute, in order to maintain current market values.

- A 98% collection rate shall serve each year as a goal for tax collections. All taxes shall be aggressively pursued each year by the City's appointed tax assessor/collector. Tax accounts delinquent July 1st shall be submitted for collection each year to an attorney selected by the City Council. A penalty shall be assessed on all property taxes delinquent in accordance with State law and shall include all court costs, as well as an amount for compensation of the attorney as permitted by State law and in accordance with the attorney's contract with the City. Annual performance criteria will be developed for the attorney.
- 4) INTEREST INCOME. Interest earned from investment of available monies, whether pooled or not, will be distributed to the funds in accordance with the operating and capital budgets which, wherever possible, will be in accordance with the cash balance of the fund from which monies were provided to be invested.
- 5) USER-BASED FEES AND SERVICE CHARGES. For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of the-costs of services. User charges may be classified as "Full Cost Recovery", "Partial Cost Recovery," and "Minimal Cost Recovery," based upon City Council policy.
- 6) UTILITY RATES. The City will review and adopt utility rates annually that will generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects. Components of Utility Rates will include transfers to the General Fund as follows:
 - a. <u>General and Administrative Charge</u>. An administrative fee will be charged to the Utility Fund for services of general overhead, such as administration, finance, personnel, data processing, and legal counsel. This fee will be documented through a cost allocation procedure.
 - b. <u>Franchise payment</u>. A rate consistent with those charged to private utilities will be charged to the Utility Fund. This rate may be either raised or lowered so as to be consistent with those of the private utilities.

- c. Payment in lieu of Property Tax (PILOT). A fee will be charged to the Utility Fund to equate to property taxes lost due to municipal ownership. Net book value Total Assets from the most recent audited financials will be used as a basis, barring the absence of known market value. The existing tax rate from the same fiscal year as the most recent audited financials will be applied to this base to determine the PILOT charge.
- REVENUE MONITORING. Revenues received will be compared to budgeted revenues throughout the fiscal year and significant variances will be investigated.

VI. -EXPENDITURE CONTROL

- A. APPROPRIATIONS. The level of budgetary control is at the Department level budget in the General and Enterprise Funds, and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, these must be approved by the City Council. Budget appropriations at lower levels of control, which is defined as transfers, shall be made in accordance with the applicable administrative procedures.
- B. AMENDMENTS TO THE BUDGET. In accordance with the City Charter, all budget amendments shall be approved by the Council.
- C. CENTRAL CONTROL. No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Director without the prior authorization of the City Manager. However, Department Directors are authorized to approve budgetary line items transfers in the same fund within their own assigned departments. The City Manager assigns Departments to each Director as areas of their responsibilities, and documents it in the City's Organization Chart.
- D. PURCHASING. All purchases should be in accordance with the City's purchasing policies as defined in the Purchasing Manual. In accordance with the-charter provisions, purchases, and contracts as per the City's Procurement Policy, will be reviewed and recommended by staff and presented to Council for approval.
- E. PROMPT PAYMENT. All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt in accordance of with the Government Code Title 10. General Government, Subtitle F. State and Local Contracts and Fund Management, Chapter 2251, Section 2251.021 and other related state and local government laws and regulations.

- F. EQUIPMENT FINANCING. Equipment is accounted for at the original acquisition cost, which includes purchase price plus any costs incurred to place the equipment in service. Equipment may be leased or financed when the unit purchase price is \$5,000 or more and the useful life is at least five years. Departments shall contact the Finance Department for transfer or disposal instructions.
- G. RISK MANAGEMENT. The City will aggressively pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs. All reasonable options will be investigated to finance risks. Such options may include risk transfer, insurance, and risk retention.
- H. AUTHORIZATION OF PAYMENT. INVESTMENTS AND PAYMENTS. Two signatures are required to conduct business on behalf of the City of Burleson, Texas. Both the City Manager and the Director of Finance, or their designee(s), are hereby authorized to execute the required Agreement with the Bank Depository. Designee(s) who are authorized to transact business on behalf of the City Manager are the City of Burleson's Deputy City Manager or the City Secretary. The designee who is authorized to transact business on behalf of the Director of Finance is the City of Burleson's Assistant Director of Finance and Controller. approve investments and payments for the City.

L—AUTHORIZATION OF **WIREELECTRONIC** TRANSFERS BY THE CITY.

- 1. In general, attachments A through D to this Policyelectronic transfer responsibilities and processes are as follows:
 - a. Attachment "A" Listset by the Director of authorized individuals who may approve wire transfers.
 - b. Attachment "B" Designation of Custodial/Safekeeping Agent.
 - c. Attachment "C" List of authorized Finance in accordance with banking resolutions adopted by the City Council and the Investment Pools.
 - d. Attachment "D" List of authorized Paying Agents.

Changes to attachments for revisions, additions, or deletions to any of the designations on Attachment "A", "B", "C" and "D" shall Policy. Processes will require the approval of two individuals listed on Group B as listed on Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regular scheduled meeting.

2. SECURITY PURCHASES.

- a. Two employees designated on Group A of Attachment "A" must approve wire transfers associated with security purchases.
- b. All security purchases shall be executed "delivery vs. payment."

c. Any change in assigned by the City's custodial relationship must be approved by two individuals designated in Group B of Attachment "A".

3. INVESTMENT POOLS

- a. Two employees designated on Group A of Attachment "A" must approve wire transfers to designated investment pools.
- b. Any revision, addition or deletions to the list of designated investment pools shall require the approval of two individuals designated in Group B of Attachment "A". Copies of additions, deletions, and changes will be provided to the <u>Director of Finance Committee at their next regularly scheduled meeting.</u>

4. PAYING AGENTS

- a. Two individuals designated on Group A of Attachment "A" must approve wire transfers to designated paying agents.
- b.l. Any revision, addition or deletion to the list of designated paying agents will require the approval of two individuals designated in Group B of Attachment "A". Such approval shall not be necessary when supplementary information unrelated to the accounts varies. For example, the paying agent may request that the wire include to separate the duties of initiating a notation that the transaction is to the attention and approval of a certain individual. So long as the wire is the benefit of an authorized account, such clarifying information is permissible. Copies of additions, deletions, and changes will be provided to the Finance Committee at their regular scheduled meeting. transaction.

5.—MISCELLANEOUS

a. Wire transfers to any party not involving a security purchase destined for custodial safekeeping with an approved organization, or to an authorized investment pool, or to an authorized paying agent, shall require the approval of two authorized individuals in Group B of Attachment "A". Copies of such transactions will be provided to the Finance Committee at their next regularly scheduled meeting.

VII. ASSET MANAGEMENT

A. INVESTMENTS. The Finance Director shall promptly invest all City funds with the Bank Depository in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument that the Council has authorized under the provisions of the Texas Public Funds Investment Act and in accordance with the City Council approved Investment Policy.

- B. CASH MANAGEMENT. The City's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasible, including property tax payments, utility bills, municipal fines, building and related permits and licenses, and other collection offices as appropriate. Cycle billing will be used where appropriate.
- C. FIXED ASSETS AND INVENTORY. These assets will be reasonably safeguarded and properly accounted for, and prudently insured. A fixed asset of the City shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, addition to existing capital investments, land, buildings, or accessioned Library materials. The cost or value of any such acquisition must be \$5,000 or more within an expected useful life greater than one year. All City departments with inventory are required to conduct a physical inventory under their control on an annual basis.
- D. DEPOSITORIES. The City Council, having given due consideration to all of its options and taking into consideration what is in the best interest of the municipality, hereby authorizes the consideration of applications of depositories not doing business within the City of Burleson, Texas so long as that bank maintains a business location within a five-mile radius of Burleson City Hall. This authorization encompasses all of the depository uses and requirements of the City.

VIII. CAPITAL BUDGET AND PROGRAM

- A. PREPARATION. The City will develop a 5-_year capital improvement plan (CIP) to include all capital projects being considered and all resources for capital funding. The budget will be prepared on a fiscal year ending calendar and reported annually. The 5-_year CIP will be prepared by the_city Department Director and presented to the_city Council during the budget process. The_rinance-pirector will work closely with Departments to ensure funding capacity is available.
- B. CONTROL. All capital project expenditures must be appropriated in the capital budget at a project level. The Finance Department must certify the availability of such appropriations, or the availability of resources needed to be appropriated before a capital project contract is presented to the City Council for approval. Any remaining funds of a completed project not allocated by the-city-council-will-be-closed into an unallocated account in the same fund. Similar projects are to be grouped together in a fund based on the-type-of-project-and-source-of-funding, using the similar Capital Projects Fund classifications for reporting purposes in the Annual Financial Report.
- C. PROGRAM PLANNING. The capital budget will include capital improvements program plans for future years. The planning time frame should normally be at

least five years. The replacement and maintenance for capital items should also be projected for the next 5 years. Future maintenance and operational costs will be considered at the initiation of a project so the costs can be included in the relevant operating budget.

- D. FINANCING PROGRAMS. Where applicable, assessments, impact fees, pro-rata charges, or other fees should be used to fund capital projects having a primary benefit to specific, identifiable property owners.
- E. INFRASTRUCTURE MAINTENANCE. The City recognizes that deferring maintenance increases future capital costs. Therefore, a portion of the appropriate fund's budget will be set aside each year to maintain the quality of the City's infrastructure. The inclusion of infrastructure maintenance and replacement costs in the current operating budget will place the burden of the costs and repairs on the current users of the systems.
- F. REPORTING. Periodic financial reports will be prepared to enable Department Managers to manage their capital budgets and to enable the Finance Department to monitor and control the capital budget as authorized by the City Manager. Summary capital projects status reports should be presented to the City Council quarterly.

IX. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

A. OPERATIONAL COVERAGE. (NO OPERATING DEFICITS). The City will maintain an operational coverage factor of 1.00, such that current operating revenues (plus approved fund balance appropriations) will equal or exceed current operating expenditures.

Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated in Paragraph B, following.

B. OPERATING RESERVES/FUND BALANCES

- a. 1) Governmental funds of the City of Burleson shall be defined as follows:
 - 1) <u>General Fund</u>. The general fund should be used to account for and report all financial resources not accounted for and reported in another fund.
 - 2) <u>Special Revenue Funds-.</u> Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt

service or capital projects. The restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the fund if those resources are restricted, omitted, or assigned to the specified purpose of the fund. Governments should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in the general fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources.

- 3) <u>Capital Projects Funds-.</u> Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.
- 4) Debt Service Funds. Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest, even if it is being accumulated for future years' payments. Debt service funds should be used to report resources if legally mandated.
- 2) Ending fund balances of the City of Burleson shall be reported according to the following classifications:
 - 1) GENERAL FUND
 - 2)1) DEBT SERVICE FUNDS RESTRICTED
 - 3)2) SPECIAL REVENUE FUNDS RESTRICTED/COMMITTED
 - 4) CAPITAL PROJECT FUNDS NON-BONDED COMMITTED
 - 3) CAPITAL PROJECT FUNDS BONDED RESTRICTED ASSIGNED
 - 4) UNASSIGNED
- 3) **Order of expenditure** ---When committed, assigned and unassigned resources can be used for the same purpose, funds shall be spent in the sequence of committed resources first, assigned second, and unassigned last.

- 4) It is the goal of the City that the unassigned fund balance of the General Fund should be at least 20% of the General Fund annual expenditures. This percentage is the equivalent of 73 days' expenditures. In order to adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will strive to maintain the fund balance if the unassigned balance grows beyond 90 days' expenditures.
- 5) The Water and Wastewater Fund working capital should be maintained at least at 20% of total operating expenditures or the equivalent of 73 days.
- 6) It is the goal of the City that the fund balance of the 4A Corp and 4B Corp, should maintain at least a 20% minimum of total operating expenditure or the equivalent of 73 days.

C.A. CAPITAL AND DEBT SERVICE FUNDS

- 1) Items in the Capital Projects Funds will be completed and paid for within 36 months of receipt of proceeds. Balances will be used to generate interest income to offset construction costs.
- 2)-7) General Obligation Debt Service Funds will not have reserves.

 a reserve of approximately \$1,000,000. The policy above does not preclude include the debt service reserves normally established to market revenue bonds. The City's policy and bond ordinance requirements are to maintain these debt service reserves at the level of the average annual debt service.

C. CAPITAL AND DEBT SERVICE FUNDS

- 1) Items in the Capital Projects Funds shall have the goal to be completed and paid for within 36 months of receipt of proceeds. Balances will be used to generate interest income to offset construction costs.
- Revenue Obligations will maintain Debt Coverage Ratios as specified by the bond covenants. The City is currently required to have net revenues in excess of average annual debt by 1.25 times. Net revenues must also exceed the maximum outstanding debt by 1.10 times. Both these tests must be met in order to issue additional bonds.
- 4)3) Obligations of Burleson's economic development corporations will maintain coverage ratios as specified by bond covenants. If the City issues obligations partially secured by a limited pledge of the corporations' sales tax revenues, not subject to the coverage ratios of the revenue bond covenants, coverage shall be maintained at no less than 1.25 times average annual debt

service, and 1.15 times the maximum annual debt service. Both of these tests must be met in order to issue additional bonds.

X. TREASURY AND DEBT MANAGEMENT

- A. CASH MANAGEMENT. PeriodicA periodic review of cash flow position will be performed to determine performance of cash management and investment policies. A detailed policy structure will be followed with respect to Cash/Treasury Management. The underlying theme will be that idle cash will be invested with the intent to 1) safeguard assets, (2) maintain liquidity, and 3) maximize return. Where legally permitted, pooling of investments will be done.
 - A. The City will adhere to the investments authorized through the Texas' Public Funds Investment Act and the city's established comprehensive Investment Policies and Guidelines. Such policies clarifies clarify acceptable investment securities, brokers, terms, and other pertinent investment information.
- B. DEBT MANAGEMENT. The City's Debt Management Policy establishes parameters and provides guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

XI. INTERNAL CONTROLS

- A. WRITTEN PROCEDURES. Written procedures will be established and maintained by the Director of Finance for all functions and financial cycles including cash handling and accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.
- B. DEPARTMENT DIRECTORS AND MANAGERS RESPONSIBILITY. City administrators and managers are charged with the responsibility for establishing a network of processes with the objective of controlling the operations of the City in a manner which provides reasonable assurance that:
 - 1) Data and information published either internally or externally is accurate, reliable, complete, and timely.
 - 2) The actions of administrators and employees are in compliance with the City's charter, plans, policies and procedures, and all relevant laws and regulations.
 - 3) The City's resources, including its people, systems, data/information, assets, and citizens are adequately protected.
 - 4) Resources are acquired economically and employed effectively.

5) The City's internal controls promote the achievement of plans, programs, goals, and objectives.

Each Department Manager is responsible to ensure for ensuring that good internal controls are followed throughout his or her Department, that all Finance Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

XII. STAFFING AND TRAINING

- A. ADEQUATE STAFFING. Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload shedding alternatives will be explored before adding staff.
- B. TRAINING. The City will support the continuing education efforts of all financial staff including the investment in time and materials for maintainingto maintain a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.
- C. AWARDS, CREDENTIALS AND RECOGNITION. The City will support efforts and involvements involvement resulting in meeting standards and receiving exemplary recitations on behalf of any of the City's fiscal policies, practices, processes, products, or personnel. Staff certifications may include Certified Public Accountant, Management Accountant, Certified Internal Auditor, and Certified Cash Manager. Further, the Finance Director will try to obtain and maintain the designation of Certified Government Finance Officer as awarded by the GFOA of Texas.

The City will strive to maintain a high level of excellence in its accounting policies and practices as it prepares its Financial Report. The Report will be presented to the Government Finance Officers Association (GFOA) for review of qualifications necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting. Additionally, <u>if feasible</u> the City will submit its annual budget to GFOA for consideration for <u>the</u> Distinguished Budget Award, and submit <u>the</u> Investment Policy to obtain the Certificate of Distinction from the Government Treasurers' Organization of Texas.

D. TRANSPARENCY. A reasonable effort will be made to ensure relevant financial information is made available to all citizens in a 'user friendly' format in an easy-to-understand terminology. In pursuit of this goal, the city will seek recognition through state and national transparency and reporting programs.

ATTACHMENT A - AUTHORIZED INDIVIDUALS FOR WIRE TRANSFERS

Any two individuals listed below are hereby authorized to:

- 1. Execute wire transfers for security purchases executed on a delivery vs payment basis and for which custodial safekeeping is maintained at an approved institution.
- 2. Execute wire transfers to approved investment pools and paying agents.
- 3. Make a wire transfer for any other purpose. Any revision, addition or deletion involving an approved custodial agent, investment pool, or paying agent.
- Revisions will be provided to the Finance Committee at the next scheduled meeting.

Director of Finance
City Manager
Deputy City Manager
Assistant Finance Director
Controller
Chief Accountant
Senior Accountant
Supervisory Accountant

American National Bank of Texas

ABA = 111901519 (routing)

FAO = For Account of — City of Burleson

ATTACHMENT C - AUTHORIZED INVESTMENT POOLS

TEXPOOL

State Street Boston
ABA # 011000028
ACCOUNT # 67573774

BANK OF NEW YORK
ABA # 021000018
ACCOUNT #8900549424
ACCOUNT NAME: LONE STAR INVESTMENT POOL

TEXSTAR
JP MORGAN CHASE
ABA # 021000021
ACCOUNT # 9102733343

LOGIC
JP MORGAN CHASE
ABA # 1130000609
ACCOUNT # 08805173794

ATTACHMENT D - AUTHORIZED PAYING AGENTS

U.S. BANK, N.A.

MILWAUKEE, WI 53202

ABA # 091000022

BNF: USBANK CT WIRE CLRG ACCOUNT #180121167365

OBI: ACCOUNT NAME
REF: ACCOUNT NUMBER

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Exhibit A - Lease Agreements Operating as Vehicles to Borrow Money

E. Continuing Disclosure The continuing disclosure policy and procedures are attached as Attachment "A" to this policy.

ARTICLE I PURPOSE AND SCOPE

SECTION 1.01 DEFINITIONS.

The words and terms used in this Model Securities Law Compliance and Disclosure Policy (this "Policy") have the meanings specified in Article II hereof, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number, and *vice versa*.

SECTION 1.02 PURPOSE OF POLICY.

- (a) Continuing Disclosure Undertaking Requirement. Under Rule 15c2-12, underwriters of Municipal Securities may not purchase or sell Municipal Securities unless the underwriters have reasonably determined that the issuer of the Municipal Securities or its designated agent has undertaken in a written agreement to provide continuing disclosure of certain financial information and operating data, and to file notices of certain events designated in Rule 15c2-12. The Issuer is required under its Continuing Disclosure Undertakings to provide disclosures of certain financial information and operating data and notice of certain events to the MSRB on EMMA to facilitate informed secondary market trading. This Policy is adopted by the Issuer to assist in its compliance with federal and state securities laws and regulations, including, specifically, Rule 15c2-12. This Policy is established to ensure that the Issuer maintains adequate policies and procedures for gathering, analyzing and disclosing all information that is required to be provided to, or that may be reasonably expected to reach investors or trading markets, which relates to the issuance of the Issuer's Debt Obligations. Such information consists of the content of the Issuer's Offering Documents, continuing disclosure reports, event notices and other statements reasonably expected to reach the public markets.
- (b) Recommendation of Written Procedures. The Issuer recognizes that the SEC recommends adopting disclosure policies and amending existing disclosure policies from time to time to address the process for evaluating the disclosure process including disclosures for certain Event Notices. Written policies and procedures adopted by the Issuer will serve to streamline the process of disclosing required information. The Disclosure Officer, and other officers selected by the Issuer, if any, may establish additional written procedures from time to time to ensure that any Offering Documents (i) fully and accurately present the Issuer's financial condition and operations and (ii) do not omit any Material information regarding the Issuer.

SECTION 1.03 SCOPE OF POLICY.

This Policy applies to all Debt Obligations of the Issuer that are currently outstanding and all future bonds, notes, leases or derivative instruments to be executed by the Issuer. If the provisions of this Policy conflict with a respective Continuing Disclosure Undertaking, the terms of such Continuing Disclosure Undertaking will control.

ARTICLE II DEFINITIONS

SECTION 2.01 DEFINED TERMS.

"Annual Report" means the Issuer's audited financial statements (or unaudited financial statements if permitted by the Continuing Disclosure Undertaking) and certain other financial information and operating data required to be filed annually with the MSRB.

"Business Day" means any day except any Saturday or Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions are authorized or required by law to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Date" means February 27, 2019.

"Continuing Disclosure Undertaking" means a continuing disclosure agreement, continuing disclosure undertaking, continuing disclosure instructions or other written certification and agreements of the Issuer setting out covenants for satisfying the Issuer's requirements for providing information to the MSRB in an electronic format pursuant to and in accordance with Rule 15c2-12.

"Debt Obligation" means each contract of the Issuer that has sufficient characteristics of debt so that it is included in the Issuer's financial statements as a long-term liability of the Issuer, including, but not limited to bonds, notes, leases and similar instruments used by the Issuer for borrowing purposes.

"Disclosure Officer(s)" means the Issuer's Director of Finance, or, if the position of Director of Finance is vacant, the person(s) filling the responsibilities of the City Manager or Assistant City Manager for the Issuer.

"EMMA" means the Electronic Municipal Market Access system, the prescribed electronic format for disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Event 15" means the event set forth in Section 5.02(a) of this Policy.

"Event 16" means the event set forth in Section 5.03(a) of this Policy.

"Event Notices" means all event notices required by Rule 15c2-12.

"Financial Obligation" means: (i) a Debt Obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned Debt Obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall <u>not</u> include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"GASB" means the Governmental Accounting Standards Board.

"IRS" means the Internal Revenue Service.

"Issuer" means the City of Burleson, Texas.

"Material" has the meaning given in Section 3.02(f) of this Policy.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the SEC in accordance with Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a State or any political subdivision thereof, or any agency or instrumentality of a State or any political subdivision thereof, or any municipal corporate instrumentality of one or more States and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Obligated Person" means any person, including an issuer of Municipal Securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Municipal Securities to be sold in the Offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities); furthermore, for purposes of this Policy, the Issuer is an Obligated Person.

"Offering" means a primary offering of Municipal Securities with an aggregate principal amount of \$1,000,000 or more.

"Offering Document" means any preliminary or final official statement, private placement memorandum or limited offering memorandum, or other similar instrument prepared in connection with the sale, issuance and delivery of an Offering.

"Rule 15c2-12" means SEC Rule 15c2-12, governing the obligations of dealers regarding Municipal Securities under the Securities Exchange Act of 1934, as amended from time to time, which is available at https://www.gpo.gov/fdsys/pkg/CFR-2013-title17-vol3/pdf/CFR-2013-title17-vol3-sec240-15c2-12.pdf.

"SEC" means the United States Securities and Exchange Commission.

"SEC Municipal Markets Report" means the Report on the Municipal Securities Market of the SEC, dated July 31, 2012, available at https://www.sec.gov/news/studies/ 2012/munireport073112.pdf.

"Terms Affecting Security Holders" means a Material agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer that affects security holders.

"U.S. Bankruptcy Code" means Title 9 of the United States Code, as amended from time to time, and any successor to or replacement of such Title and any other applicable federal bankruptcy, insolvency or similar law.

ARTICLE III

DISCLOSURE OFFICER; RECORD RETENTION; TRAINING

SECTION 3.01 DISCLOSURE OFFICER.

The Issuer shall appoint a Disclosure Officer who shall be responsible for implementing this Policy. The Disclosure Officer will work with other employees and officials of the Issuer to assist in implementing this Policy. The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary to carry out the purpose of this Policy. The Disclosure Officer will report to the Issuer's governing body as provided in Section 6.01 herein, regarding implementation of this Policy and any recommended changes or amendments to this Policy.

SECTION 3.02 DUTIES OF DISCLOSURE OFFICER.

- (a) General Duties. The Disclosure Officer shall be primarily responsible for ensuring and determining the Issuer's compliance with this Policy and federal and state securities laws and regulations applicable to the Issuer, including specifically Rule 15c2-12, and including identifying and remedying any non-compliance with this Policy and such laws and regulations.
- (b) Review of Relevant Documents. The Disclosure Officer will review the following documents, obligations, and disclosure and reporting requirements of the Issuer in connection with the issuance of Municipal Securities to comply with Article IV and V of this Policy and in the ordinary course of business of the Issuer:
 - Offering Documents;
 - ii. Audited and unaudited financial statements, including notes to such statements;
 - iii. Changes to accounting standards promulgated by GASB and other applicable accounting standards and rules;
 - iv. Adopted annual budgets and amendments thereto:
 - v. Continuing Disclosure Undertakings; and
 - vi. Other relevant documents that reflect the Issuer's financial position and operating data.

The Disclosure Officer shall take reasonable steps to ensure that all Offering Documents are timely provided to the Issuer's governing body to ensure meaningful review and approval thereof. In addition, the Disclosure Officer shall take reasonable steps to ensure that for purposes of securities law compliance the Issuer's governing body is generally aware of the other documents listed above and of the significance of those documents to the Issuer's disclosure obligations.

- (c) <u>Solicitation of Relevant Information</u>. In the performance of its duties under this Policy, the Disclosure Officer shall be responsible for soliciting any relevant information from other employees, officials or departments within the internal organization of the Issuer, including public statements made by officials of the Issuer that the Disclosure Officer reasonably believes will reach investors or trading markets generally. The Disclosure Officer is additionally responsible for obtaining any documentation prepared by an outside source that may be necessary to assist the Disclosure Officer in carrying out this Policy. The Disclosure Officer shall undertake a thorough review of the form and content of each of the Issuer's annual filings, and any Event Notice filings, as required pursuant to Article IV and V hereof.
- (d) <u>Public Statements Regarding Financial Information</u>. Whenever an officer or employee of the Issuer makes statements or releases information relating to its finances and other operations of the Issuer to the public that is reasonably expected to reach investors and the trading markets (including, without limitation, all Event Notices, statements in a comprehensive annual financial report, and other financial reports and statements of the Issuer), the Disclosure Officer shall be responsible for ensuring that such statements and Material information are complete, true, and accurate in all material

aspects and available to all investors. The Disclosure Officer will work with other officers of the Issuer to ensure that all public statements and information released by the Issuer are accurate and are not misleading in all Material aspects.

(e) <u>Issuance of Debt Obligations</u>. Whenever the Issuer prepares or participates in the preparation of an Offering Document, the Disclosure Officer, in addition to any other officers selected by the Issuer, shall be responsible for making all certifications that may be required to the effect that such Offering Document does not contain any untrue statement of Material fact or omit to state any Material fact necessary to make the information contained in such documents, in the light of the circumstances under which it was provided, not misleading.

Such determination by the Disclosure Officer shall only be made after coordination with the Issuer's attorney or other administrative officer having ultimate responsibility with respect to the Issuer's operations, risks and litigation, to ensure that any current, pending or threatened losses, investigations or litigation, and any settlement or court orders that are Material to the Issuer are properly identified.

(f) <u>Determination of Material Information</u>. The Issuer understands that determining materiality requires a complete review of facts and circumstances (which may include a review of outstanding Debt Obligations) and in some instances may require the Disclosure Officer to discuss matters with other officers or consultants of the Issuer. Furthermore, each determination of materiality made by the Disclosure Officer shall be made on a case-by-case basis. For purposes of this Policy, information is "Material" if there is a substantial likelihood that the disclosure of that information would be viewed by a reasonable investor as having significantly altered the total mix of information made available in making an informed investment decision.¹

SECTION 3.03 RECORD RETENTION.

The Disclosure Officer will maintain or cause to be maintained all records relating to annual disclosure filings including the financial information and operating data to be included in the Annual Report for a period of three (3) years after retirement of the related Debt Obligations. The Disclosure Officer will additionally maintain or cause to be maintained all records relating to Event Notices required to be filed with the MSRB under the Continuing Disclosure Undertaking. Such records shall be maintained in either paper or electronic format, or in both formats.

SECTION 3.04 TRAINING.

The Disclosure Officer shall have at least a general familiarity with the content of Rule 15c2-12 and the SEC Municipal Markets Report, and in furtherance thereof receive appropriate training regarding the Issuer's disclosure obligations in accordance with federal securities laws, state regulations and Rule 15c2-12. When appropriate, the Disclosure Officer and/or other Issuer employees and officials under the direction of the Disclosure Officer will attend training programs offered by the SEC or other industry professionals regarding disclosure policies and procedures developed in the context of Rule 15c2-12 that are relevant to the Issuer. Each person acting in the capacity of a Disclosure Officer shall receive such training as may be necessary for the person to perform competently the duties and responsibilities of Disclosure Officer to ensure the Issuer's compliance with the provisions of this Policy.

ARTICLE IV

ANNUAL DISCLOSURE FILINGS

¹ The general materiality standard used by the United States Supreme Court. *See* <u>TSC Industries</u>, Inc. v. Northway, Inc., 426 U.S. 438, 449 (1976).

SECTION 4.01 ANNUAL DISCLOSURE FILINGS.

The Disclosure Officer shall annually review each Continuing Disclosure Undertaking to determine: (i) the appropriate financial information and operating data required to be included in the Annual Report; and (ii) the filing deadline for such Annual Report or a part thereof. The Disclosure Officer should review the Issuer's documents, Debt Obligations, and disclosure and reporting requirements described in Sections 3.01 and 3.02 of this Policy in determining the appropriate financial information and operating data to be included in the Annual Report. As indicated in Section 3.02 of this Policy, the Disclosure Officer's review necessarily includes review of other documents relating to the financial and operating status of the Issuer to ensure that all required information is appropriately incorporated into the Annual Report. The Disclosure Officer shall be required to provide only the financial information, operating data, financial statements and notices which the Issuer has expressly agreed to provide pursuant to a respective Continuing Disclosure Undertaking, but, in consultation with appropriate accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, may submit other appropriate information to EMMA that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer. Additionally, the Disclosure Officer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with the Continuing Disclosure Undertaking.

ARTICLE V

DISCLOSURE FILINGS FOR EVENT NOTICES

SECTION 5.01 DISCLOSURE FILINGS FOR EVENT NOTICES 1-14.

The Disclosure Officer shall determine whether an event included below has occurred with respect to the Issuer. If the Disclosure Officer determines that notice of the following events should be provided to the MSRB pursuant to a Continuing Disclosure Undertaking, the Disclosure Officer will cause the appropriate notice to be filed with the MSRB on EMMA, in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry

into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event identified as item (12) in this Section 5.01, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Disclosure Officer may seek the advice of other employees and officials of the Issuer, as well as the advice of the consultants and counsel to the Issuer, as to whether one of the above described events has occurred and whether an Event Notice shall be filed with the MSRB consistent with Rule 15c2-12.

SECTION 5.02 EVENT 15: INCURRENCE OF A MATERIAL FINANCIAL OBLIGATION OR TERMS AFFECTING SECURITY HOLDERS.

- (a) Event 15. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01 and Event 16 described in Section 5.03, the Disclosure Officer shall determine whether an Event 15 has occurred with respect to the Issuer. If the Disclosure Officer determines that an Event 15 has occurred, the Disclosure Officer shall file, or cause to be filed, notice of such Event 15 with the MSRB through EMMA in a timely manner, not in excess of ten (10) Business Days after the date of incurrence. Beginning on the Compliance Date, Rule 15c2-12 establishes that an Event 15 is as follows:
 - (15) Incurrence of a Financial Obligation of the Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if Material.

The Issuer recognizes that, unlike the events listed in Section 5.01 above, the stated purpose of the SEC in adding Event 15 to Rule 15c2-12 is to provide the secondary market with information regarding all debt, debt-like or debt-related Financial Obligations or Terms Affecting Security Holders incurred by the Issuer. The incurrence of Financial Obligations may occur outside the issuance of Municipal Securities and therefore engagement by the Disclosure Officer with counsel and other consultants experienced in compliance issues related to Rule 15c2-12 may be necessary to determine whether it is necessary to file an Event Notice for Event 15 with the MSRB through EMMA.

- (b) Financial Obligations and Terms Affecting Security Holders Subject to Disclosure. The Disclosure Officer shall first determine whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to disclosure under Event 15. When assessing whether a particular contract or obligation is a Financial Obligation or Terms Affecting Security Holders subject to disclosure as such terms are used in Event 15, the Disclosure Officer should consider the facts and circumstances surrounding the Issuer's incurrence of each type of contract and obligation, as well as the factors set forth below:
 - i. Whether the contract or obligation could affect, or contains provisions or triggers that may impair, the Issuer's liquidity, overall creditworthiness or an existing security holders' rights;
 - ii. Whether the contract or obligation is a private placement of debt with a financial institution, letter of credit, standby line of credit, or a similar "credit agreement" that relates to a Debt Obligation:

- iii. Whether the contract or obligation is an ordinary financial and operating liability incurred in the Issuer's normal course of business:
- iv. Whether the contract or obligation contains acceleration provisions or restrictive debt service covenants that could affect the rights of existing security holders;
- v. Whether the contract or obligation is a short or long-term Debt Obligation of the Issuer under the terms of an indenture, loan agreement, capital lease, or other similar contract such as a line of credit;
- vi. Whether the contract or obligation is an operating lease, or a capital lease which operates as a vehicle for borrowing money (e.g. a lease-purchase agreement). For purposes of this Disclosure Policy, factors relevant to determining whether a lease is a vehicle for borrowing money (i.e., a Financial Obligation) are included in **Exhibit A** attached hereto;
- vii. Whether the contract or obligation represents competing debt with the Issuer's prior Debt Obligations that may affect the rights of the existing security holders;
- viii. Whether the contract or obligation is a derivative instrument entered into in connection with a pledge as security or source of payment for an existing or planned Debt Obligation, which may include any swap, security-based swap, futures contract, forward contract, option, a combination of the foregoing or any similar instrument;
- ix. Whether the contract or obligation is a derivative instrument designed to mitigate investment risk; or
- x. Whether the contract or obligation is a guarantee provided by the Issuer as a guarantor for the benefit of a third party.

The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary in making a determination as to whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to the disclosure requirements of Event 15.

(c) <u>Determination of Material Event 15</u>. If the Disclosure Officer determines that the Issuer has incurred a Financial Obligation or Terms Affecting Security Holders subject to Event 15, the Disclosure Officer shall proceed to determine whether such Financial Obligation or Terms Affecting Security Holders are Material. The same practice used by the Issuer for determining whether a particular piece of information is Material in connection with preparing a disclosure document for an Offering set forth in Section 3.02(f) should be used for purposes of Event 15.

The Disclosure Officer shall determine whether a Financial Obligation or Terms Affecting Security Holders are Material upon the incurrence of the Financial Obligation or the Terms Affecting Security Holders, taking into account all relevant facts and circumstances. Relevant facts and circumstances may include, but are not limited to:

- i. The principal amount of the Financial Obligation, including the aggregate par amount of a series of related Financial Obligations, and the method of setting or adjusting the interest rate thereof:
- ii. The Issuer's overall balance sheet and the size of its existing Debt Obligations;

- iii. The source of security pledged for repayment of the Financial Obligation and the rights associated with such pledge;
- iv. The length of time that the Financial Obligation is to remain outstanding; and
- Other appropriate terms of a Financial Obligation that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer

The Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, shall no less often than annually set objective standards of materiality with respect to Debt Obligations incurred by the Issuer, which may include, but are not limited to, a monetary threshold that, in connection with other relevant facts and circumstances, is the basis for the determination of materiality for Financial Obligations or Terms Affecting Security Holders of the Issuer. With respect to lease agreements entered into by the Issuer, the Disclosure Officer shall implement the guidelines set forth in **Exhibit A** when assessing whether such lease agreements are Material Financial Obligations.

- (d) Incurrence. A Financial Obligation and Terms Affecting Security Holders is considered to be incurred by the Issuer on the date that such Financial Obligation or Terms Affecting Security Holders is enforceable against the Issuer. As a filing under Event 15 is required to be made in a timely manner, not in excess of ten (10) Business Days after date of incurrence, the Disclosure Officer shall begin the process of assessing whether a particular Financial Obligation or Terms Affecting Security Holders should be disclosed as far in advance of its incurrence as possible. Additionally, although not required, the Disclosure Officer may file a voluntary filing of all outstanding Material Financial Obligations incurred prior to the Compliance Date.
- (e) Exemption of Municipal Securities as to Which a Final Official Statement Has Been Provided. The Disclosure Officer is not obligated to disclose, as a Financial Obligation or Terms Affecting Security Holders subject to Event 15, Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12. The Disclosure Officer recognizes that this exclusion from the definition of "Financial Obligation" does not extend to Debt Obligations, contingent or otherwise, related to such Municipal Securities that may be disclosed or referenced in such final official statements.
- (f) Exemption of Monetary Obligations Resulting From Legal Proceedings. The Disclosure Officer is not required to disclose monetary obligations resulting from a judicial, administrative, or arbitration proceeding as an Event Notice.
- (g) <u>Subjecting Debt Obligations to Annual Appropriation not Determinative</u>. The Disclosure Officer understands that qualifying Debt Obligations or Financial Obligations such that payment is subject to annual appropriation may remove the "debt" designation for state constitutional or statutory purposes; however, this qualification alone will not be determinative as to whether the Issuer or Obligated Person has incurred a Material Financial Obligation; rather, when analyzing Debt Obligations and Financial Obligations that are subject to annual appropriation, the Disclosure Officer shall determine whether such Financial Obligation is Material, as described in Section 3.02(f), taking into account all relevant facts and circumstances as described in this Section 5.02.
- (h) Form of Event 15 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that a Debt Obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders that are Material and not exempt under subsection (e) and (f) of this Section 5.02, and therefore subject to Event 15, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA a notice not in excess of ten (10) Business Days of the date of the incurrence of the Financial Obligations or Terms Affecting Security Holders. The Disclosure

Officer shall include a description of the Material terms of the Financial Obligation or Terms Affecting Security Holders within the Event 15 Event Notice. Terms considered Material for Event 15 may include, but are not limited to:

- i. The date of incurrence;
- ii. Principal amount;
- iii. Maturity and amortization;
- iv. Interest rate, if fixed, or method of computation and any default rates, if variable; or
- v. Other appropriate terms deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with such incurrence of Financial Obligations or Terms Affecting Security Holders.

The Disclosure Officer shall determine, based on the facts and circumstances, whether to submit to the MSRB a description of the Material terms of the Financial Obligation or the Terms Affecting Security Holders, or alternatively or in addition, submit related materials such as transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders. The Disclosure Officer shall not include, and shall take actions to redact, confidential information such as account numbers or other personally identifiable information (but not information relating to an interest rate or other pricing data). Should the Disclosure Officer determine that filing one or more of the transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders is appropriate under this subsection, the Disclosure Officer may redact any confidential or personally identifiable information from the Event 15 Event Notice.

SECTION 5.03 EVENT 16: EVENTS UNDER THE TERMS OF A FINANCIAL OBLIGATION WHICH REFLECT FINANCIAL DIFFICULTIES.

- (a) Event 16. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01, and Event 15 described in Section 5.02, the Disclosure Officer shall determine whether an Event 16 has occurred with respect to the Issuer as follows:
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

If the Disclosure Officer determines that an Event 16 has occurred with respect to the Issuer, the Disclosure Officer will file or cause to be filed with the MSRB through EMMA a notice of Event 16, whether Material or not, provided the occurrence reflects financial difficulties of the Issuer. The Disclosure Officer shall file an Event 16 Event Notice even where the underlying Financial Obligation was incurred before the Compliance Date.

- (b) <u>Reflection of Financial Difficulty of Obligated Person</u>. The Disclosure Officer shall disclose to the MSRB the occurrence of an event listed in Event 16 only if the Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the Issuer, to the extent necessary, determines that the occurrence of the event reflects financial difficulties of the Issuer.
- (c) Events Subject to Event 16 Filing. Subject to subsection (b) of this Section 5.03, the Disclosure Officer should disclose any occurrence in connection with the terms of a Financial Obligation that reflects financial difficulties of the Issuer. Such occurrences may include, but are not limited to the following types of events:
- Monetary defaults or events of non-appropriation where the Issuer has failed to pay principal, interest, or other funds due, or a non-payment related default where the Issuer has failed to comply with specified covenants;

- ii. An event of acceleration exercised by a trustee or counterparty as the result of an event of default or other applicable remedy provision;
- iii. A modification of terms that reflects financial difficulties of the Issuer:
- iv. A written or verbal waiver of an agreement provision that is a departure from what was agreed to under the original terms of such agreement; and
- v. Other events under the terms of a Financial Obligation that reflect financial difficulties of the Issuer and share similar characteristics with the specific types of events in Event 16.
 - (d) Form of Event 16 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that, in connection with the terms of a Financial Obligation of the Issuer, the Issuer is experiencing financial difficulties pursuant to Event 16, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA an Event 16 notice filing within ten (10) Business Days of the date of such determination containing a description of the relevant terms of the Financial Obligation. Terms considered relevant to an Event 16 notice filing may include, but are not limited to:
 - i. The provisions within the Financial Obligation giving rise to the occurrence under Event 16;
 - ii. The nexus between the terms of such Financial Obligation giving rise to the occurrence under Event 16 and the existing or potentially forthcoming financial difficulties resulting therefrom;
 - iii. A description of the Issuer's current financial status; and
 - iv. Other appropriate facts deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with the occurrence of events relating to a Financial Obligation that reflect financial difficulties.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01 ANNUAL REVIEW.

The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation the Disclosure Officer shall prepare an annual report of the Issuer's compliance.

SECTION 6.02 AMENDMENTS TO POLICY.

This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.

EXHIBIT A

LEASE AGREEMENTS OPERATING AS VEHICLES TO BORROW MONEY (FINANCIAL OBLIGATIONS)

As a result of the amendments to Rule 15c2-12, compliance therewith effective February 27, 2019, Issuers or Obligated Persons that periodically enter into leases should develop policies and procedures to (i) determine whether the lease is a vehicle to borrow money, and is therefore a Financial Obligation, as opposed to an operating lease, (ii) determine if such lease becomes Material once incurred, after considering other relevant factors and all outstanding Financial Obligations (an Issuer or Obligated Person's threshold for outstanding Financial Obligations) and (iii) require that all executed leases are timely communicated to the Disclosure Officer for purposes of determining whether an Event Filing is necessary.

I. Leases Operating as Vehicles to Borrow Money (Financial Obligations)

The SEC has determined that a lease should generally be considered a debt obligation and thus a "Financial Obligation" under the Rule when such lease operates as a vehicle to borrow money (i.e., capital leases but not mere operating leases).

Capital leases are generally recorded on the balance sheet of the Issuer or Obligated Person as an asset and a liability by an amount equal to the present value of the minimum lease payments; in contrast, operating leases are handled as off-balance sheet financings of assets and are recorded as operating expenses on the Issuer or Obligated Person's income statement. In determining which types of leases to include under the umbrella of "Financial Obligations," the SEC deemed it appropriate to include only those leases that could represent competing debt of the Issuer or Obligated Person (e.g., capital leases which are essentially vehicles to borrow money).

Because capital leases of the Issuer or Obligated Person are recorded in the same fashion as other competing debt of the Issuer or Obligated Person, each sharing a line item in the balance sheet as a liability or included in a more general line item (i.e., competing debt), capital leases are viewed by the SEC as rising to the level of a Financial Obligation because they operate more like a debt obligation. As such, Issuers and Obligated Persons should have procedures in place that help determine whether leases are capital leases or operating leases, as the incurrence of a capital leases will require a Materiality analysis to determine whether an Event 15 notice filing is required.

To make the determination of whether a lease operates as a vehicle to borrow money, the Disclosure Officer should work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer or Obligated Person, to the extent necessary, to determine whether the lease is a vehicle to borrow money (i.e., a capital lease) or an operating lease as operating leases will not rise to the level of a Financial Obligation under Event 15 of Rule 15c2-12.

Characteristics of Leases Operating as Vehicles to Borrow Money (Capital Leases)

In making the determination of whether a lease operates as a vehicle to borrow money and is therefore a Financial Obligation for purposes of Event 15, relevant characteristics may include, but are not limited to, the following:

- i. The lease contains a transfer of ownership of the underlying asset at the end of the lease term or shortly thereafter;
- ii. An option to purchase the underlying asset being leased at a discounted price is available, which may be exercised during or at the end of the lease term;
- iii. The term of the lease is greater than 75% of the useful life of the leased asset; or
- iv. The present value of the lease payment is greater than 90% of the leased asset's fair market

Although the characteristics above may be helpful in determining whether a lease operates as a vehicle to borrow money, the Disclosure Officer and appropriate staff and consultants should review of the entire lease, in context with the Issuer's financing and/or operating objectives, in considering whether a lease is a Financial Obligation subject to Event 15. Although a capital lease (as such term in commonly understood) will generally be treated as a vehicle to borrow money, the mere labelling of the lease as "capital" or "operating" will not itself be determinative.

¹ Although the SEC in Release No. 34-83885, implementing the amendment of Rule 15c2-12 to include Event 15 and 16, has discontinued (following GASB's lead) the use of the term "capital lease" and "operating lease," the distinction remains useful to the extent that "capital leases" are commonly understood to be financed purchases of an underlying asset (and thus generally are vehicles to borrow money) whereas "operating leases" are not.

II. Determining Factors for Materiality of Leases that Constitute Financial Obligations

Issuers and Obligated Persons should apply the Materiality standard in Section 3.02(f) and the relevant facts and circumstances in Section 5.02(c) of this Policy, in conjunction with the factors below for purposes of determining whether a lease that operates a vehicle to borrow money is Material and subject to an Event Filing under Event 15.

Given the difference in size, sophistication, features and number of obligations executed by certain issuers and Obligated Persons, factors used in determining the materiality of a lease that operates as a vehicle to borrow money may vary. The Disclosure Officer may utilize factors relevant to the Issuer or Obligated Person which may include, but are not limited to, one or more the following:

- i. Whether the cost of the lease incurred and the payment obligations thereof exceeds a specified percentage of the Issuer's or Obligated Person's fund balance (for purposes of this and the following considerations, the Issuer must determine, given its circumstances, the appropriate way to measure the impact of a lease, e.g., by the aggregate payments required, by principal amount or by annual payment impact to the Issuer's debt portfolio);
- ii. Whether the incurrence of the lease will increase the outstanding indebtedness of the Issuer or Obligated Person by more than a specified ratio or percentage;
- iii. Whether the incurrence of the lease and the payment obligations thereof exceeds a specified percentage of the Issuer's unrestricted revenues;
- iv. Whether the lease represents multiple counterparts of a single transaction that, if incurred at once, would exceed the limits stated in (i), (ii) or (iii) above;
- v. Whether the incurrence of the lease in conjunction with other outstanding Financial Obligations would in the aggregate exceed the limits stated in (i), (ii) and (iii) above; or
- vi. Whether the lease has acceleration provisions or is considered a security on parity or senior to outstanding Financial Obligations.

When utilizing the above factors, the Disclosure Officer must be aware that although a lease may not be Material when compared to the Issuer's or any Obligated Person's general revenues and fund balance, such lease may be material to Financial Obligations pledged to be paid from the specifically pledged revenues and fund balances. Therefore, the Disclosure Officer must look at both the general revenues and the specifically pledged revenues of the Issuer and any Obligated Person when determining the materiality of a lease that operates as a vehicle to borrow money.

If after using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above, the Disclosure Officer determines that the lease operating as a vehicle to borrow money is Material, a filing under Event 15 must be made within ten business days from the incurrence of such lease.

If a determination of Materiality is made under factor (v) above for a lease or any other Financial Obligation, additional Financial Obligations incurred thereafter may likely carry a *de facto* Materiality designation. As such, factor (v) above works as a magnitude test of the Issuer or Obligated Person as it becomes the Issuer or Obligated Person's Materiality threshold for all outstanding Financial Obligations.

III. Communication Amongst Departments Once Leases are Incurred

The Disclosure Officer should become aware of the frequency in which the Issuer or Obligated Person incurs leases, as opposed to other forms Financial Obligations, in the ordinary course of the Issuer or Obligated Person's business. To further communication amongst multiple departments within the Issuer or Obligated Person, the Disclosure Officer should require that any member of the Issuer or Obligated Person's staff authorized to execute leases on behalf of the Issuer or Obligated Person report and provide copies of all leases directly to the Disclosure Officer within two (2) business days prior to their execution. Upon receipt of any lease, the Disclosure Officer shall immediately work with appropriate staff and accountants, municipal advisors, financial advisors

and other outside consultants of the Issuer, to the extent necessary, to determine whether the lease operates as a vehicle to borrow money (i.e., is a Financial Obligation) and whether such lease is Material using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above.

City of Burleson, Texas FINANCIAL POLICY STATEMENTS

June 16, 2025

I. STATEMENT OF PURPOSE

The intent of the Financial Policy is to enable the City to achieve a long-term, stable, and positive financial condition. The guiding principles of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The more specific purpose is to provide guidelines to management in planning and directing the City's finances and in developing recommendations to the City Council.

The scope of the financial policies includes the City's investment, debt, and continuing disclosure policies covering areas such as accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, debt management, and planning concepts, in order to:

- a. present fairly and with full disclosure the financial position and results of financial operations of the City in conformity to generally accepted accounting principles (GAAP) as set forth by the governmental accounting standards board (GASB), and
- determine and demonstrate compliance with finance related legal and contractual issues in accordance with provisions of the Texas Local Government Code and other pertinent legal documents and mandates.

II. GENERAL IMPLEMENTATION AND COMPLIANCE GUIDELINES

- A. FINANCE COMMITTEE. The committee will meet at least four times a year. The committee will report to the City Council at a Regular City Council meeting. The function of the committee will be:
 - 1) Fiscal policy review
 - 2) Auditor selection recommendation
 - 3) Investment and Debt policy review and guidance
 - 4) Long-range planning
 - 5) Financial Report review
- B. ANNUAL REVIEW. Based upon the results and recommendations of the Finance Committee review, the Council will annually approve the fiscal policies.
- C. IMPLEMENTATION, COMPLIANCE, ACCOUNTABILITY AND REVIEW. The Finance Director will be responsible for implementing these policies and will, to the best of his or her knowledge, make the City Manager, Finance Committee and the City

Council aware of any variances in practice from these policies or any other deviation from prudent financial practices in accordance with GAAP, the City Charter, state laws and/or ethics of the profession.

III. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

- A. ACCOUNTING. The City is solely responsible for the reporting of its financial affairs, both internally and externally. The City Manager is the City's Chief Administrative Officer and the head of the administrative branch of the City government. The City Manager may delegate some or all of the financial administrative duties but shall maintain supervisory authority over all functions as specified in the City's Charter Article VII, Section 68.
- B. AUDITING. An independent certified public accounting (CPA) firm will perform annual financial audits.
 - 1) <u>Qualifications of the Auditor</u>. In conformance with the City's Charter and according to the provisions of Texas Local Government Code, Chapter 103, the City will be audited annually by outside independent accountants. ("auditor").
 - 2) Auditor Repute. The auditor must be a CPA firm of good reputation and must demonstrate that it has the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards and contractual requirements. The auditor must be registered as a partnership or corporation or certified public accountants, capable of demonstrating that it has sufficient staff which will enable it to conduct the City's audit in accordance with generally accepted auditing standards as required by the City Charter and applicable state and federal laws.
 - 3) <u>Timing</u>. The auditor's report on the City's financial statements will be completed within 180 days of the City's fiscal year end.
 - 4) Management Letter. The independent CPA firm shall provide a management letter, if one is issued, no later than March 31 following the end of each fiscal year. The auditor will prepare and will review the management letter with Management and the Finance Committee. The Finance Director shall respond in writing to the City Manager and City Council regarding the auditor's management letter, addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor's report upon the resolution of any issues resulting from the review.
 - 5) Responsibility of Auditor to City Council. The auditor is accountable to the City Council and will have access to direct communication with the City Council if the City Staff is unresponsive to auditor recommendations or if the Auditor

considers such communication necessary to fulfill its legal and professional responsibilities.

6) Rotation of Auditor. The City will not require an auditor rotation but will circulate requests for proposals for audit services at least every five years. Should the City Council be dissatisfied with the auditor's performance, it may request new proposals at any time. Year-to-year authorization to continue shall be done by July 1st of each year.

C. FINANCIAL REPORTING.

1) External Reporting.

- a. <u>Scope</u>. The Annual Comprehensive Financial Report shall be prepared in accordance with generally accepted accounting principles (GAAP).
- b. <u>Timing</u>. The Report shall be presented to the Council within 180 calendar days of the City's fiscal year end. If City staffing limitations preclude such timely reporting, the Finance Director will inform the City Council of the delay and the reasons thereof.
- c. <u>Awards</u>. The Report shall be presented annually to the Government Finance Officer's Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting.

2) Internal Reporting.

The Finance Department will prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs. Internal financial reporting objectives are addressed throughout these policies.

IV. OPERATING BUDGET.

- A. PREPARATION. Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The City's "operating budget" is the City's annual financial operating plan. The scope of the budget includes all funds for which the City will adopt a formal budget, including Government Funds and Proprietary Funds.
 - 1) <u>Budgetary Process</u>. The budget is prepared by the City Manager or his/her designee with the cooperation of all City Departments. The proposed budget should be presented to the City Council between 60 and 90 days prior to the fiscal year end and should be enacted by the City Council prior to fiscal year end in accordance with the Charter.

- 2) <u>Awards</u>. If feasible, the operating budget will be submitted to the GFOA annually for evaluation and consideration for the Award for Distinguished Budget Presentation.
- 3) <u>Basis of Budgeting</u>. The basis of budgeting will be the same as the basis of accounting; that is, that budgets for the General Fund and the Special Revenue Funds are prepared on the modified accrual basis of accounting, and budgets for the Utility (Proprietary) Funds are prepared on a full accrual basis, except that capital purchases and depreciation are not adjusted until year-end financial reporting.
- 4) <u>Financial Forecast</u>. A five-year financial forecast shall be prepared annually, projecting revenues and expenditures for all operating and capital funds. This forecast shall be used as a planning tool in developing the following year's operating budget.
- 5) Proposed Budget Format. A proposed budget shall be prepared by the City Manager with the participation of all of the City's Department Directors, within the provisions of the City Charter. The budget shall include at least four basic segments for review and evaluation. These segments are: (1) personnel costs, (2) operations and maintenance costs, (3) capital and other (non-capital) project costs, and (4) revenues. A four-column format should be used such that prior year actual, current year budget and revised, and next year proposed are all clearly shown.
- 6) <u>Council Participation</u>. The budget review process shall include Council participation in the development of each of the four segments of the proposed budget and a Public Hearing to allow for citizen participation in the budget preparation. The budget process shall span sufficient time to address policy and fiscal issues by the Council. The budget process will be coordinated so as to identify major policy issues for City Council consideration prior to the budget approval date so that proper decision analysis can be made.
- 7) Filing and Adoption. Upon the presentation of a proposed budget document acceptable to the Council, the Council shall call and publicize a public hearing and adopt by Ordinance such budget as the City's Official Budget, effective for the fiscal year beginning. A copy of the proposed budget shall be filed with the City Secretary in accordance with the provisions of the City Charter. Should the Council fail to take final action on or before the last day of the fiscal year, the budget as submitted by the City Manager shall be deemed to have been finally adopted by the City Council. If a tax rate is not adopted by September 30, the tax rate for that year will be the lower of the no-new-revenue rate calculated for the tax year or the rate adopted by the taxing unit for the preceding year in accordance with State Law (Tax Code Sec.26.05. (c))

- 8) <u>Amending the Official Budget</u>. The council may amend the budget for municipal purposes in accordance with state law.
- 9) <u>Encumbrances</u>. Encumbrances outstanding at the end of each fiscal year shall be reflected as reservations of fund balance. Subsequent year's payments on previously encumbered funds will be reflected as expenditures in the current year. For Encumbrances that are brought forward from the previous year, budgets will be adjusted by the encumbered amount in the current year.
- B. BALANCED BUDGET. The operating budget will be balanced with current revenues and other resources greater than or equal to current expenditures/expenses. Use of beginning balances and other reserves to balance operations will be discussed with the City Council during the budget process.
- C. REPORTING. Monthly financial reports will be prepared to enable the Department Managers to manage their budgets and to enable the Finance Director to monitor and control the budget as authorized by the City Manager. Summary financial reports will be presented to the departments. City Council will receive a financial summary of key funds within 30 days after the end of each month with the exception of the first quarter of the fiscal year. The report will be provided within 30 days after the first quarter of the fiscal year.
- D. ACTIVITY INDICATORS AND STATISTICS. Where appropriate, activity indicators and statistics will be used as guidelines and reviewed for efficiency and effectiveness. This information will be considered in the annual budgeting process and reported to the City Council regularly.
- E. OPERATING POSITION. The guidelines that the City should be following to assure fiscal stability are those outlined in Financial Condition/ Reserves/Stability Ratios.

V. REVENUE MANAGEMENT.

- A. The City will strive for the following optimum characteristics in its revenue system:
 - 1) SIMPLICITY. The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs and to make it more understandable to the taxpayer or service recipient. The City will avoid nuisance taxes or charges as revenue sources.
 - 2) CERTAINTY. A knowledge and understanding of revenue sources increase the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets and plans.
 - 3) EQUITY. The City shall make every effort to maintain equity in its revenue system structure, i.e., the City shall seek to minimize or eliminate all forms of

subsidy between entities, funds, services, utilities, and customers. The City shall require that there be a balance in the revenue system, i.e., the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

- 4) ADMINISTRATION. The benefits of a revenue will generally exceed the cost of collecting and administering the revenue program. The cost of collection will be reviewed periodically for cost effectiveness as a part of the indirect cost and cost of services analysis. Where appropriate, the City will use the administrative processes of State or Federal collection agencies in order to reduce administrative costs.
- 5) DIVERSIFICATION AND STABILITY. In order to protect from fluctuations in revenue sources due to changes in the economy and variations in weather, a diversified revenue system will be maintained to provide stability.
- 6) GRANTS AND RESTRICTED REVENUES. In order to maintain flexibility in the revenue system, grants and restricted revenues shall be pursued on a costbenefit basis. All grants and other federal/state, and restricted funds shall be managed and accounted for to comply with the laws, regulations, and guidance of the grantor.
- B. The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:
 - 1) COST/BENEFIT OF ABATEMENT. The City will use due caution in the analysis of any tax or fee incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as a part of such caution.
 - 2) NON-RECURRING REVENUES. One-time or non-recurring revenues will not be used to finance current ongoing operations. Non-recurring revenues should be used only for one-time expenditures such as long-lived capital needs.
 - 3) PROPERTY TAX REVENUES. All real and business personal property located within the City shall be valued at fair market value for any given year based on the current appraisal supplied to the City by the Central Appraisal District of Johnson County and Tarrant Appraisal District. Total taxable valuation will be reappraised and reassessed in accordance with State statute, in order to maintain current market values.

A 98% collection rate shall serve each year as a goal for tax collections. All taxes shall be aggressively pursued each year by the City's appointed tax assessor/collector. Tax accounts delinquent July 1st shall be submitted for collection each year to an attorney selected by the City Council. A penalty shall be assessed on all property taxes delinquent in accordance with State law and

- shall include all court costs, as well as an amount for compensation of the attorney as permitted by State law and in accordance with the attorney's contract with the City. Annual performance criteria will be developed for the attorney.
- 4) INTEREST INCOME. Interest earned from investment of available monies, whether pooled or not, will be distributed to the funds in accordance with the operating and capital budgets which, wherever possible, will be in accordance with the cash balance of the fund from which monies were provided to be invested.
- 5) USER-BASED FEES AND SERVICE CHARGES. For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of the costs of services. User charges may be classified as "Full Cost Recovery", "Partial Cost Recovery," and "Minimal Cost Recovery," based upon City Council policy.
- 6) UTILITY RATES. The City will review and adopt utility rates annually that will generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects. Components of Utility Rates will include transfers to the General Fund as follows:
 - a. <u>General and Administrative Charge</u>. An administrative fee will be charged to the Utility Fund for services of general overhead, such as administration, finance, personnel, data processing, and legal counsel. This fee will be documented through a cost allocation procedure.
 - b. <u>Franchise payment</u>. A rate consistent with those charged to private utilities will be charged to the Utility Fund. This rate may be either raised or lowered so as to be consistent with those of the private utilities.
 - c. <u>Payment in lieu of Property Tax (PILOT)</u>. A fee will be charged to the Utility Fund to equate to property taxes lost due to municipal ownership. Total Assets from the most recent audited financials will be used as a basis, barring the absence of known market value. The tax rate from the same fiscal year as the most recent audited financials will be applied to this base to determine the PILOT charge.
- 7) REVENUE MONITORING. Revenues received will be compared to budgeted revenues throughout the fiscal year and significant variances will be investigated.

VI. EXPENDITURE CONTROL

- A. APPROPRIATIONS. The level of budgetary control is at the Department level budget in the General and Enterprise Funds, and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, these must be approved by the City Council. Budget appropriations at lower levels of control, which is defined as transfers, shall be made in accordance with the applicable administrative procedures.
- B. AMENDMENTS TO THE BUDGET. In accordance with the City Charter, all budget amendments shall be approved by the Council.
- C. CENTRAL CONTROL. No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Director without the prior authorization of the City Manager. However, Department Directors are authorized to approve budgetary line items transfers in the same fund within their own assigned departments. The City Manager assigns Departments to each Director as areas of their responsibilities, and documents it in the City's Organization Chart.
- D. PURCHASING. All purchases should be in accordance with the City's purchasing policies as defined in the Purchasing Manual. In accordance with the Charter provisions, purchases, and contracts as per the City's Procurement Policy, will be reviewed and recommended by staff and presented to Council for approval.
- E. PROMPT PAYMENT. All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt in accordance with the Government Code, Chapter 2251, Section 2251.021.
- F. EQUIPMENT FINANCING. Equipment is accounted for at the original acquisition cost, which includes purchase price plus any costs incurred to place the equipment in service. Equipment may be leased or financed when the unit purchase price is \$5,000 or more and the useful life is at least five years. Departments shall contact the Finance Department for transfer or disposal instructions.
- G. RISK MANAGEMENT. The City will aggressively pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs. All reasonable options will be investigated to finance risks. Such options may include risk transfer, insurance, and risk retention.

- H. AUTHORIZATION OF INVESTMENTS AND PAYMENTS. Two signatures are required to conduct business on behalf of the City of Burleson, Texas. Both the City Manager and the Director of Finance, or their designee(s), are hereby authorized to approve investments and payments for the City.
- I. AUTHORIZATION OF ELECTRONIC TRANSFERS BY THE CITY. In general, electronic transfer responsibilities and processes are set by the Director of Finance in accordance with banking resolutions adopted by the City Council and the Investment Policy. Processes will require two individuals assigned by the Director of Finance to separate the duties of initiating a transaction and approval of a transaction.

VII. ASSET MANAGEMENT

- A. INVESTMENTS. The Finance Director shall promptly invest all City funds with the Bank Depository in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument that the Council has authorized under the provisions of the Texas Public Funds Investment Act and in accordance with the City Council approved Investment Policy.
- B. CASH MANAGEMENT. The City's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasible, including property tax payments, utility bills, municipal fines, building and related permits and licenses, and other collection offices as appropriate. Cycle billing will be used where appropriate.
- C. FIXED ASSETS AND INVENTORY. These assets will be reasonably safeguarded and properly accounted for and prudently insured. A fixed asset of the City shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, addition to existing capital investments, land, buildings, or accessioned Library materials. The cost or value of any such acquisition must be \$5,000 or more within an expected useful life greater than one year. All City departments with inventory are required to conduct a physical inventory under their control on an annual basis.
- D. DEPOSITORIES. The City Council, having given due consideration to all of its options and taking into consideration what is in the best interest of the municipality, hereby authorizes the consideration of applications of depositories not doing business within the City of Burleson, Texas so long as that bank maintains a business location within a five-mile radius of Burleson City Hall. This authorization encompasses all of the depository uses and requirements of the City.

VIII. CAPITAL BUDGET AND PROGRAM

- A. PREPARATION. The City will develop a 5-year capital improvement plan (CIP) to include all capital projects being considered and all resources for capital funding. The budget will be prepared on a fiscal year ending calendar and reported annually. The 5-year CIP will be prepared by the Department Director and presented to the City Council during the budget process. The Finance Director will work closely with Departments to ensure funding capacity is available.
- B. CONTROL. All capital project expenditures must be appropriated in the capital budget at a project level. The Finance Department must certify the availability of such appropriations, or the availability of resources needed to be appropriated before a capital project contract is presented to the City Council for approval. Any remaining funds of a completed project not allocated by the City Council will be closed into an unallocated account in the same fund. Similar projects are to be grouped together in a fund based on the type of project and source of funding, using the similar Capital Projects Fund classifications for reporting purposes in the Annual Financial Report.
- C. PROGRAM PLANNING. The capital budget will include capital improvements program plans for future years. The planning time frame should normally be at least five years. The replacement and maintenance for capital items should also be projected for the next 5 years. Future maintenance and operational costs will be considered at the initiation of a project so the costs can be included in the relevant operating budget.
- D. FINANCING PROGRAMS. Where applicable, assessments, impact fees, pro-rata charges, or other fees should be used to fund capital projects having a primary benefit to specific, identifiable property owners.
- E. INFRASTRUCTURE MAINTENANCE. The City recognizes that deferring maintenance increases future capital costs. Therefore, a portion of the appropriate fund's budget will be set aside each year to maintain the quality of the City's infrastructure. The inclusion of infrastructure maintenance and replacement costs in the current operating budget will place the burden of the costs and repairs on the current users of the systems.
- F. REPORTING. Periodic financial reports will be prepared to enable Department Managers to manage their capital budgets and to enable the Finance Department to monitor and control the capital budget as authorized by the City Manager. Summary capital projects status reports should be presented to the City Council quarterly.

IX. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

A. OPERATIONAL COVERAGE. (NO OPERATING DEFICITS). The City will maintain an operational coverage factor of 1.00, such that current operating revenues (plus

approved fund balance appropriations) will equal or exceed current operating expenditures.

Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums.

B. OPERATING RESERVES/FUND BALANCES

- 1) Governmental funds of the City of Burleson shall be defined as follows:
 - 1) <u>General Fund.</u> The general fund should be used to account for and report all financial resources not accounted for and reported in another fund.
 - 2) Special Revenue Funds. Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the fund if those resources are restricted, omitted, or assigned to the specified purpose of the fund. Governments should discontinue reporting a special revenue fund and instead report the fund's remaining resources in the general fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources.
 - 3) <u>Capital Projects Funds.</u> Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.
 - 4) Debt Service Funds. Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest, even if it is being accumulated for future years' payments. Debt service funds should be used to report resources if legally mandated.

- 2) Ending fund balances of the City of Burleson shall be reported according to the following classifications:
 - 1) RESTRICTED
 - 2) COMMITTED
 - 3) ASSIGNED
 - 4) UNASSIGNED
- 3) **Order of expenditure** --When committed, assigned and unassigned resources can be used for the same purpose, funds shall be spent in the sequence of committed resources first, assigned second, and unassigned last.
- 4) It is the goal of the City that the unassigned fund balance of the General Fund should be at least 20% of the General Fund annual expenditures. This percentage is the equivalent of 73 days' expenditures. In order to adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will strive to maintain the fund balance if the unassigned balance grows beyond 90 days' expenditures.
- 5) The Water and Wastewater Fund working capital should be maintained at least 20% of total operating expenditures or the equivalent of 73 days.
- 6) It is the goal of the City that the fund balance of the 4A Corp and 4B Corp, should maintain at least a 20% minimum of total operating expenditure or the equivalent of 73 days.
- 7) General Obligation Debt Service Funds will have a reserve of approximately \$1,000,000. The policy above does not include the debt service reserves normally established to market revenue bonds. The City's policy and bond ordinance requirements are to maintain these debt service reserves at the level of the average annual debt service.

C. CAPITAL AND DEBT SERVICE FUNDS

- Items in the Capital Projects Funds shall have the goal to be completed and paid for within 36 months of receipt of proceeds. Balances will be used to generate interest income to offset construction costs.
- Revenue Obligations will maintain Debt Coverage Ratios as specified by the bond covenants. The City is currently required to have net revenues in excess of average annual debt by 1.25 times. Net revenues must also exceed the

- maximum outstanding debt by 1.10 times. Both these tests must be met in order to issue additional bonds.
- 3) Obligations of Burleson's economic development corporations will maintain coverage ratios as specified by bond covenants. If the City issues obligations partially secured by a limited pledge of the corporations' sales tax revenues, not subject to the coverage ratios of the revenue bond covenants, coverage shall be maintained at no less than 1.25 times average annual debt service, and 1.15 times the maximum annual debt service. Both of these tests must be met in order to issue additional bonds.

X. TREASURY AND DEBT MANAGEMENT

A. CASH MANAGEMENT. A periodic review of cash flow position will be performed to determine performance of cash management and investment policies. A detailed policy structure will be followed with respect to Cash/Treasury Management. The underlying theme will be that idle cash will be invested with the intent to 1) safeguard assets, (2) maintain liquidity, and 3) maximize return. Where legally permitted, pooling of investments will be done.

The City will adhere to the investments authorized through the Texas' Public Funds Investment Act and the city's established comprehensive Investment Policies and Guidelines. Such policies clarify acceptable investment securities, brokers, terms, and other pertinent investment information.

B. DEBT MANAGEMENT. The City's Debt Management Policy establishes parameters and provides guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

XI. INTERNAL CONTROLS

- A. WRITTEN PROCEDURES. Written procedures will be established and maintained by the Director of Finance for all functions and financial cycles including cash handling and accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.
- B. DEPARTMENT DIRECTORS AND MANAGERS RESPONSIBILITY. City administrators and managers are charged with the responsibility for establishing a network of processes with the objective of controlling the operations of the City in a manner which provides reasonable assurance that:
 - 1) Data and information published either internally or externally is accurate, reliable, complete, and timely.

- 2) The actions of administrators and employees are in compliance with the City's charter, plans, policies and procedures, and all relevant laws and regulations.
- 3) The City's resources, including its people, systems, data/information, assets, and citizens are adequately protected.
- 4) Resources are acquired economically and employed effectively.
- 5) The City's internal controls promote the achievement of plans, programs, goals, and objectives.

Each Department Manager is responsible for ensuring that good internal controls are followed throughout his or her Department, that all Finance Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

XII. STAFFING AND TRAINING

- A. ADEQUATE STAFFING. Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload shedding alternatives will be explored before adding staff.
- B. TRAINING. The City will support the continuing education efforts of all financial staff including the investment in time and materials to maintain a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.
- C. AWARDS, CREDENTIALS AND RECOGNITION. The City will support efforts and involvement resulting in meeting standards and receiving exemplary recitations on behalf of any of the City's fiscal policies, practices, processes, products, or personnel. Staff certifications may include Certified Public Accountant, Management Accountant, Certified Internal Auditor, and Certified Cash Manager. Further, the Finance Director will try to obtain and maintain the designation of Certified Government Finance Officer as awarded by the GFOA of Texas.

The City will strive to maintain a high level of excellence in its accounting policies and practices as it prepares its Financial Report. The Report will be presented to the Government Finance Officers Association (GFOA) for review of qualifications necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting. Additionally, if feasible the City will submit its annual budget to GFOA for consideration for the Distinguished Budget Award and submit the Investment Policy to obtain the Certificate of Distinction from the Government Treasurers' Organization of Texas.

- D. TRANSPARENCY. A reasonable effort will be made to ensure relevant financial information is made available to all citizens in a 'user friendly' format in an easy-to-understand terminology. In pursuit of this goal, the city will seek recognition through state and national transparency and reporting programs.
- E. Continuing Disclosure The continuing disclosure policy and procedures are attached as Attachment "A" to this policy.

ARTICLE I PURPOSE AND SCOPE

SECTION 1.01 DEFINITIONS.

The words and terms used in this Model Securities Law Compliance and Disclosure Policy (this "Policy") have the meanings specified in Article II hereof, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number, and *vice versa*.

SECTION 1.02 PURPOSE OF POLICY.

- (a) Continuing Disclosure Undertaking Requirement. Under Rule 15c2-12, underwriters of Municipal Securities may not purchase or sell Municipal Securities unless the underwriters have reasonably determined that the issuer of the Municipal Securities or its designated agent has undertaken in a written agreement to provide continuing disclosure of certain financial information and operating data, and to file notices of certain events designated in Rule 15c2-12. The Issuer is required under its Continuing Disclosure Undertakings to provide disclosures of certain financial information and operating data and notice of certain events to the MSRB on EMMA to facilitate informed secondary market trading. This Policy is adopted by the Issuer to assist in its compliance with federal and state securities laws and regulations, including, specifically, Rule 15c2-12. This Policy is established to ensure that the Issuer maintains adequate policies and procedures for gathering, analyzing and disclosing all information that is required to be provided to, or that may be reasonably expected to reach investors or trading markets, which relates to the issuance of the Issuer's Debt Obligations. Such information consists of the content of the Issuer's Offering Documents, continuing disclosure reports, event notices and other statements reasonably expected to reach the public markets.
- (b) Recommendation of Written Procedures. The Issuer recognizes that the SEC recommends adopting disclosure policies and amending existing disclosure policies from time to time to address the process for evaluating the disclosure process including disclosures for certain Event Notices. Written policies and procedures adopted by the Issuer will serve to streamline the process of disclosing required information. The Disclosure Officer, and other officers selected by the Issuer, if any, may establish additional written procedures from time to time to ensure that any Offering Documents (i) fully and accurately present the Issuer's financial condition and operations and (ii) do not omit any Material information regarding the Issuer.

SECTION 1.03 SCOPE OF POLICY.

This Policy applies to all Debt Obligations of the Issuer that are currently outstanding and all future bonds, notes, leases or derivative instruments to be executed by the Issuer. If the provisions of this Policy conflict with a respective Continuing Disclosure Undertaking, the terms of such Continuing Disclosure Undertaking will control.

ARTICLE II DEFINITIONS

SECTION 2.01 DEFINED TERMS.

"Annual Report" means the Issuer's audited financial statements (or unaudited financial statements if permitted by the Continuing Disclosure Undertaking) and certain other financial information and operating data required to be filed annually with the MSRB.

"Business Day" means any day except any Saturday or Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions are authorized or required by law to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Date" means February 27, 2019.

"Continuing Disclosure Undertaking" means a continuing disclosure agreement, continuing disclosure undertaking, continuing disclosure instructions or other written certification and agreements of the Issuer setting out covenants for satisfying the Issuer's requirements for providing information to the MSRB in an electronic format pursuant to and in accordance with Rule 15c2-12.

"Debt Obligation" means each contract of the Issuer that has sufficient characteristics of debt so that it is included in the Issuer's financial statements as a long-term liability of the Issuer, including, but not limited to bonds, notes, leases and similar instruments used by the Issuer for borrowing purposes.

"Disclosure Officer(s)" means the Issuer's Director of Finance, or, if the position of Director of Finance is vacant, the person(s) filling the responsibilities of the City Manager or Assistant City Manager for the Issuer.

"EMMA" means the Electronic Municipal Market Access system, the prescribed electronic format for disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Event 15" means the event set forth in Section 5.02(a) of this Policy.

"Event 16" means the event set forth in Section 5.03(a) of this Policy.

"Event Notices" means all event notices required by Rule 15c2-12.

"Financial Obligation" means: (i) a Debt Obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned Debt Obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall <u>not</u> include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"GASB" means the Governmental Accounting Standards Board.

"IRS" means the Internal Revenue Service.

"Issuer" means the City of Burleson, Texas.

"Material" has the meaning given in Section 3.02(f) of this Policy.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the SEC in accordance with Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a State or any political subdivision thereof, or any agency or instrumentality of a State or any political subdivision thereof, or any municipal corporate instrumentality of one or more States and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Obligated Person" means any person, including an issuer of Municipal Securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Municipal Securities to be sold in the Offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities); furthermore, for purposes of this Policy, the Issuer is an Obligated Person.

"Offering" means a primary offering of Municipal Securities with an aggregate principal amount of \$1,000,000 or more.

"Offering Document" means any preliminary or final official statement, private placement memorandum or limited offering memorandum, or other similar instrument prepared in connection with the sale, issuance and delivery of an Offering.

"Rule 15c2-12" means SEC Rule 15c2-12, governing the obligations of dealers regarding Municipal Securities under the Securities Exchange Act of 1934, as amended from time to time, which is available at https://www.gpo.gov/fdsys/pkg/CFR-2013-title17-vol3/pdf/CFR-2013-title17-vol3-sec240-15c2-12.pdf.

"SEC" means the United States Securities and Exchange Commission.

"SEC Municipal Markets Report" means the Report on the Municipal Securities Market of the SEC, dated July 31, 2012, available at https://www.sec.gov/news/studies/ 2012/munireport073112.pdf.

"Terms Affecting Security Holders" means a Material agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer that affects security holders.

"U.S. Bankruptcy Code" means Title 9 of the United States Code, as amended from time to time, and any successor to or replacement of such Title and any other applicable federal bankruptcy, insolvency or similar law.

ARTICLE III

DISCLOSURE OFFICER; RECORD RETENTION; TRAINING

SECTION 3.01 DISCLOSURE OFFICER.

The Issuer shall appoint a Disclosure Officer who shall be responsible for implementing this Policy. The Disclosure Officer will work with other employees and officials of the Issuer to assist in implementing this Policy. The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary to carry out the purpose of this Policy. The Disclosure Officer will report to the Issuer's governing body as provided in Section 6.01 herein, regarding implementation of this Policy and any recommended changes or amendments to this Policy.

SECTION 3.02 DUTIES OF DISCLOSURE OFFICER.

- (a) General Duties. The Disclosure Officer shall be primarily responsible for ensuring and determining the Issuer's compliance with this Policy and federal and state securities laws and regulations applicable to the Issuer, including specifically Rule 15c2-12, and including identifying and remedying any non-compliance with this Policy and such laws and regulations.
- (b) Review of Relevant Documents. The Disclosure Officer will review the following documents, obligations, and disclosure and reporting requirements of the Issuer in connection with the issuance of Municipal Securities to comply with Article IV and V of this Policy and in the ordinary course of business of the Issuer:
 - i. Offering Documents;
 - ii. Audited and unaudited financial statements, including notes to such statements;
 - iii. Changes to accounting standards promulgated by GASB and other applicable accounting standards and rules;
 - iv. Adopted annual budgets and amendments thereto;
 - v. Continuing Disclosure Undertakings; and
 - vi. Other relevant documents that reflect the Issuer's financial position and operating data.

The Disclosure Officer shall take reasonable steps to ensure that all Offering Documents are timely provided to the Issuer's governing body to ensure meaningful review and approval thereof. In addition, the Disclosure Officer shall take reasonable steps to ensure that for purposes of securities law compliance the Issuer's governing body is generally aware of the other documents listed above and of the significance of those documents to the Issuer's disclosure obligations.

- (c) <u>Solicitation of Relevant Information</u>. In the performance of its duties under this Policy, the Disclosure Officer shall be responsible for soliciting any relevant information from other employees, officials or departments within the internal organization of the Issuer, including public statements made by officials of the Issuer that the Disclosure Officer reasonably believes will reach investors or trading markets generally. The Disclosure Officer is additionally responsible for obtaining any documentation prepared by an outside source that may be necessary to assist the Disclosure Officer in carrying out this Policy. The Disclosure Officer shall undertake a thorough review of the form and content of each of the Issuer's annual filings, and any Event Notice filings, as required pursuant to Article IV and V hereof.
- (d) Public Statements Regarding Financial Information. Whenever an officer or employee of the Issuer makes statements or releases information relating to its finances and other operations of the Issuer to the public that is reasonably expected to reach investors and the trading markets (including, without limitation, all Event Notices, statements in a comprehensive annual financial report, and other financial reports and statements of the Issuer), the Disclosure Officer shall be responsible for ensuring that such statements and Material information are complete, true, and accurate in all material aspects and available to all investors. The Disclosure Officer will work with other officers of the Issuer to ensure that all public statements and information released by the Issuer are accurate and are not misleading in all Material aspects.

(e) <u>Issuance of Debt Obligations</u>. Whenever the Issuer prepares or participates in the preparation of an Offering Document, the Disclosure Officer, in addition to any other officers selected by the Issuer, shall be responsible for making all certifications that may be required to the effect that such Offering Document does not contain any untrue statement of Material fact or omit to state any Material fact necessary to make the information contained in such documents, in the light of the circumstances under which it was provided, not misleading.

Such determination by the Disclosure Officer shall only be made after coordination with the Issuer's attorney or other administrative officer having ultimate responsibility with respect to the Issuer's operations, risks and litigation, to ensure that any current, pending or threatened losses, investigations or litigation, and any settlement or court orders that are Material to the Issuer are properly identified.

(f) <u>Determination of Material Information</u>. The Issuer understands that determining materiality requires a complete review of facts and circumstances (which may include a review of outstanding Debt Obligations) and in some instances may require the Disclosure Officer to discuss matters with other officers or consultants of the Issuer. Furthermore, each determination of materiality made by the Disclosure Officer shall be made on a case-by-case basis. For purposes of this Policy, information is "Material" if there is a substantial likelihood that the disclosure of that information would be viewed by a reasonable investor as having significantly altered the total mix of information made available in making an informed investment decision.¹

SECTION 3.03 RECORD RETENTION.

The Disclosure Officer will maintain or cause to be maintained all records relating to annual disclosure filings including the financial information and operating data to be included in the Annual Report for a period of three (3) years after retirement of the related Debt Obligations. The Disclosure Officer will additionally maintain or cause to be maintained all records relating to Event Notices required to be filed with the MSRB under the Continuing Disclosure Undertaking. Such records shall be maintained in either paper or electronic format, or in both formats.

SECTION 3.04 TRAINING.

The Disclosure Officer shall have at least a general familiarity with the content of Rule 15c2-12 and the SEC Municipal Markets Report, and in furtherance thereof receive appropriate training regarding the Issuer's disclosure obligations in accordance with federal securities laws, state regulations and Rule 15c2-12. When appropriate, the Disclosure Officer and/or other Issuer employees and officials under the direction of the Disclosure Officer will attend training programs offered by the SEC or other industry professionals regarding disclosure policies and procedures developed in the context of Rule 15c2-12 that are relevant to the Issuer. Each person acting in the capacity of a Disclosure Officer shall receive such training as may be necessary for the person to perform competently the duties and responsibilities of Disclosure Officer to ensure the Issuer's compliance with the provisions of this Policy.

ARTICLE IV

ANNUAL DISCLOSURE FILINGS

SECTION 4.01 ANNUAL DISCLOSURE FILINGS.

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¹ The general materiality standard used by the United States Supreme Court. *See* <u>TSC Industries</u>, Inc. v. Northway, Inc., 426 U.S. 438, 449 (1976).

The Disclosure Officer shall annually review each Continuing Disclosure Undertaking to determine: (i) the appropriate financial information and operating data required to be included in the Annual Report; and (ii) the filing deadline for such Annual Report or a part thereof. The Disclosure Officer should review the Issuer's documents, Debt Obligations, and disclosure and reporting requirements described in Sections 3.01 and 3.02 of this Policy in determining the appropriate financial information and operating data to be included in the Annual Report. As indicated in Section 3.02 of this Policy, the Disclosure Officer's review necessarily includes review of other documents relating to the financial and operating status of the Issuer to ensure that all required information is appropriately incorporated into the Annual Report. The Disclosure Officer shall be required to provide only the financial information, operating data, financial statements and notices which the Issuer has expressly agreed to provide pursuant to a respective Continuing Disclosure Undertaking, but, in consultation with appropriate accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, may submit other appropriate information to EMMA that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer. Additionally, the Disclosure Officer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with the Continuing Disclosure Undertaking.

ARTICLE V

DISCLOSURE FILINGS FOR EVENT NOTICES

SECTION 5.01 DISCLOSURE FILINGS FOR EVENT NOTICES 1-14.

The Disclosure Officer shall determine whether an event included below has occurred with respect to the Issuer. If the Disclosure Officer determines that notice of the following events should be provided to the MSRB pursuant to a Continuing Disclosure Undertaking, the Disclosure Officer will cause the appropriate notice to be filed with the MSRB on EMMA, in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers:
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event identified as item (12) in this Section 5.01, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Disclosure Officer may seek the advice of other employees and officials of the Issuer, as well as the advice of the consultants and counsel to the Issuer, as to whether one of the above described events has occurred and whether an Event Notice shall be filed with the MSRB consistent with Rule 15c2-12.

SECTION 5.02 EVENT 15: INCURRENCE OF A MATERIAL FINANCIAL OBLIGATION OR TERMS AFFECTING SECURITY HOLDERS.

- (a) Event 15. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01 and Event 16 described in Section 5.03, the Disclosure Officer shall determine whether an Event 15 has occurred with respect to the Issuer. If the Disclosure Officer determines that an Event 15 has occurred, the Disclosure Officer shall file, or cause to be filed, notice of such Event 15 with the MSRB through EMMA in a timely manner, not in excess of ten (10) Business Days after the date of incurrence. Beginning on the Compliance Date, Rule 15c2-12 establishes that an Event 15 is as follows:
 - (15) Incurrence of a Financial Obligation of the Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if Material.

The Issuer recognizes that, unlike the events listed in Section 5.01 above, the stated purpose of the SEC in adding Event 15 to Rule 15c2-12 is to provide the secondary market with information regarding all debt, debt-like or debt-related Financial Obligations or Terms Affecting Security Holders incurred by the Issuer. The incurrence of Financial Obligations may occur outside the issuance of Municipal Securities and therefore engagement by the Disclosure Officer with counsel and other consultants experienced in compliance issues related to Rule 15c2-12 may be necessary to determine whether it is necessary to file an Event Notice for Event 15 with the MSRB through EMMA.

- (b) Financial Obligations and Terms Affecting Security Holders Subject to Disclosure. The Disclosure Officer shall first determine whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to disclosure under Event 15. When assessing whether a particular contract or obligation is a Financial Obligation or Terms Affecting Security Holders subject to disclosure as such terms are used in Event 15, the Disclosure Officer should consider the facts and circumstances surrounding the Issuer's incurrence of each type of contract and obligation, as well as the factors set forth below:
 - i. Whether the contract or obligation could affect, or contains provisions or triggers that may impair, the Issuer's liquidity, overall creditworthiness or an existing security holders' rights;
 - ii. Whether the contract or obligation is a private placement of debt with a financial institution, letter of credit, standby line of credit, or a similar "credit agreement" that relates to a Debt Obligation;
 - iii. Whether the contract or obligation is an ordinary financial and operating liability incurred in the Issuer's normal course of business:

- iv. Whether the contract or obligation contains acceleration provisions or restrictive debt service covenants that could affect the rights of existing security holders;
- v. Whether the contract or obligation is a short or long-term Debt Obligation of the Issuer under the terms of an indenture, loan agreement, capital lease, or other similar contract such as a line of credit;
- vi. Whether the contract or obligation is an operating lease, or a capital lease which operates as a vehicle for borrowing money (e.g. a lease-purchase agreement). For purposes of this Disclosure Policy, factors relevant to determining whether a lease is a vehicle for borrowing money (i.e., a Financial Obligation) are included in **Exhibit A** attached hereto;
- vii. Whether the contract or obligation represents competing debt with the Issuer's prior Debt Obligations that may affect the rights of the existing security holders;
- viii. Whether the contract or obligation is a derivative instrument entered into in connection with a pledge as security or source of payment for an existing or planned Debt Obligation, which may include any swap, security-based swap, futures contract, forward contract, option, a combination of the foregoing or any similar instrument;
- ix. Whether the contract or obligation is a derivative instrument designed to mitigate investment risk; or
- x. Whether the contract or obligation is a guarantee provided by the Issuer as a guarantor for the benefit of a third party.

The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary in making a determination as to whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to the disclosure requirements of Event 15.

(c) <u>Determination of Material Event 15</u>. If the Disclosure Officer determines that the Issuer has incurred a Financial Obligation or Terms Affecting Security Holders subject to Event 15, the Disclosure Officer shall proceed to determine whether such Financial Obligation or Terms Affecting Security Holders are Material. The same practice used by the Issuer for determining whether a particular piece of information is Material in connection with preparing a disclosure document for an Offering set forth in Section 3.02(f) should be used for purposes of Event 15.

The Disclosure Officer shall determine whether a Financial Obligation or Terms Affecting Security Holders are Material upon the incurrence of the Financial Obligation or the Terms Affecting Security Holders, taking into account all relevant facts and circumstances. Relevant facts and circumstances may include, but are not limited to:

- i. The principal amount of the Financial Obligation, including the aggregate par amount of a series of related Financial Obligations, and the method of setting or adjusting the interest rate thereof:
- ii. The Issuer's overall balance sheet and the size of its existing Debt Obligations;
- iii. The source of security pledged for repayment of the Financial Obligation and the rights associated with such pledge;

- iv. The length of time that the Financial Obligation is to remain outstanding; and
- v. Other appropriate terms of a Financial Obligation that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer.

The Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, shall no less often than annually set objective standards of materiality with respect to Debt Obligations incurred by the Issuer, which may include, but are not limited to, a monetary threshold that, in connection with other relevant facts and circumstances, is the basis for the determination of materiality for Financial Obligations or Terms Affecting Security Holders of the Issuer. With respect to lease agreements entered into by the Issuer, the Disclosure Officer shall implement the guidelines set forth in **Exhibit A** when assessing whether such lease agreements are Material Financial Obligations.

- (d) Incurrence. A Financial Obligation and Terms Affecting Security Holders is considered to be incurred by the Issuer on the date that such Financial Obligation or Terms Affecting Security Holders is enforceable against the Issuer. As a filing under Event 15 is required to be made in a timely manner, not in excess of ten (10) Business Days after date of incurrence, the Disclosure Officer shall begin the process of assessing whether a particular Financial Obligation or Terms Affecting Security Holders should be disclosed as far in advance of its incurrence as possible. Additionally, although not required, the Disclosure Officer may file a voluntary filing of all outstanding Material Financial Obligations incurred prior to the Compliance Date.
- (e) Exemption of Municipal Securities as to Which a Final Official Statement Has Been Provided. The Disclosure Officer is not obligated to disclose, as a Financial Obligation or Terms Affecting Security Holders subject to Event 15, Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12. The Disclosure Officer recognizes that this exclusion from the definition of "Financial Obligation" does not extend to Debt Obligations, contingent or otherwise, related to such Municipal Securities that may be disclosed or referenced in such final official statements.
- (f) Exemption of Monetary Obligations Resulting From Legal Proceedings. The Disclosure Officer is not required to disclose monetary obligations resulting from a judicial, administrative, or arbitration proceeding as an Event Notice.
- (g) <u>Subjecting Debt Obligations to Annual Appropriation not Determinative</u>. The Disclosure Officer understands that qualifying Debt Obligations or Financial Obligations such that payment is subject to annual appropriation may remove the "debt" designation for state constitutional or statutory purposes; however, this qualification alone will not be determinative as to whether the Issuer or Obligated Person has incurred a Material Financial Obligation; rather, when analyzing Debt Obligations and Financial Obligations that are subject to annual appropriation, the Disclosure Officer shall determine whether such Financial Obligation is Material, as described in Section 3.02(f), taking into account all relevant facts and circumstances as described in this Section 5.02.
- (h) Form of Event 15 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that a Debt Obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders that are Material and not exempt under subsection (e) and (f) of this Section 5.02, and therefore subject to Event 15, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA a notice not in excess of ten (10) Business Days of the date of the incurrence of the Financial Obligations or Terms Affecting Security Holders. The Disclosure Officer shall include a description of the Material terms of the Financial Obligation or Terms Affecting Security Holders within the Event 15 Event Notice. Terms considered Material for Event 15 may include, but are not limited to:
 - i. The date of incurrence;

- ii. Principal amount;
- iii. Maturity and amortization;
- Interest rate, if fixed, or method of computation and any default rates, if variable; or
- v. Other appropriate terms deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with such incurrence of Financial Obligations or Terms Affecting Security Holders.

The Disclosure Officer shall determine, based on the facts and circumstances, whether to submit to the MSRB a description of the Material terms of the Financial Obligation or the Terms Affecting Security Holders, or alternatively or in addition, submit related materials such as transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders. The Disclosure Officer shall not include, and shall take actions to redact, confidential information such as account numbers or other personally identifiable information (but not information relating to an interest rate or other pricing data). Should the Disclosure Officer determine that filing one or more of the transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders is appropriate under this subsection, the Disclosure Officer may redact any confidential or personally identifiable information from the Event 15 Event Notice.

SECTION 5.03 EVENT 16: EVENTS UNDER THE TERMS OF A FINANCIAL OBLIGATION WHICH REFLECT FINANCIAL DIFFICULTIES.

- (a) Event 16. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01, and Event 15 described in Section 5.02, the Disclosure Officer shall determine whether an Event 16 has occurred with respect to the Issuer as follows:
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

If the Disclosure Officer determines that an Event 16 has occurred with respect to the Issuer, the Disclosure Officer will file or cause to be filed with the MSRB through EMMA a notice of Event 16, whether Material or not, provided the occurrence reflects financial difficulties of the Issuer. The Disclosure Officer shall file an Event 16 Event Notice even where the underlying Financial Obligation was incurred before the Compliance Date.

- (b) Reflection of Financial Difficulty of Obligated Person. The Disclosure Officer shall disclose to the MSRB the occurrence of an event listed in Event 16 only if the Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the Issuer, to the extent necessary, determines that the occurrence of the event reflects financial difficulties of the Issuer.
- (c) Events Subject to Event 16 Filing. Subject to subsection (b) of this Section 5.03, the Disclosure Officer should disclose any occurrence in connection with the terms of a Financial Obligation that reflects financial difficulties of the Issuer. Such occurrences may include, but are not limited to the following types of events:
- i. Monetary defaults or events of non-appropriation where the Issuer has failed to pay principal, interest, or other funds due, or a non-payment related default where the Issuer has failed to comply with specified covenants;
- ii. An event of acceleration exercised by a trustee or counterparty as the result of an event of default or other applicable remedy provision;
- iii. A modification of terms that reflects financial difficulties of the Issuer:

- iv. A written or verbal waiver of an agreement provision that is a departure from what was agreed to under the original terms of such agreement; and
- v. Other events under the terms of a Financial Obligation that reflect financial difficulties of the Issuer and share similar characteristics with the specific types of events in Event 16.
 - (d) Form of Event 16 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that, in connection with the terms of a Financial Obligation of the Issuer, the Issuer is experiencing financial difficulties pursuant to Event 16, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA an Event 16 notice filing within ten (10) Business Days of the date of such determination containing a description of the relevant terms of the Financial Obligation. Terms considered relevant to an Event 16 notice filing may include, but are not limited to:
 - i. The provisions within the Financial Obligation giving rise to the occurrence under Event 16;
 - ii. The nexus between the terms of such Financial Obligation giving rise to the occurrence under Event 16 and the existing or potentially forthcoming financial difficulties resulting therefrom;
 - iii. A description of the Issuer's current financial status; and
 - iv. Other appropriate facts deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with the occurrence of events relating to a Financial Obligation that reflect financial difficulties.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01 ANNUAL REVIEW.

The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation the Disclosure Officer shall prepare an annual report of the Issuer's compliance.

SECTION 6.02 AMENDMENTS TO POLICY.

This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.

EXHIBIT A

LEASE AGREEMENTS OPERATING AS VEHICLES TO BORROW MONEY (FINANCIAL OBLIGATIONS)

As a result of the amendments to Rule 15c2-12, compliance therewith effective February 27, 2019, Issuers or Obligated Persons that periodically enter into leases should develop policies and procedures to (i) determine whether the lease is a vehicle to borrow money, and is therefore a Financial Obligation, as opposed to an operating lease, (ii) determine if such lease becomes Material once incurred, after considering other relevant factors and all outstanding Financial Obligations (an Issuer or Obligated Person's threshold for outstanding Financial Obligations) and (iii) require that all executed leases are timely communicated to the Disclosure Officer for purposes of determining whether an Event Filing is necessary.

I. Leases Operating as Vehicles to Borrow Money (Financial Obligations)

The SEC has determined that a lease should generally be considered a debt obligation and thus a "Financial Obligation" under the Rule when such lease operates as a vehicle to borrow money (i.e., capital leases but not mere operating leases).¹

Capital leases are generally recorded on the balance sheet of the Issuer or Obligated Person as an asset and a liability by an amount equal to the present value of the minimum lease payments; in contrast, operating leases are handled as off-balance sheet financings of assets and are recorded as operating expenses on the Issuer or Obligated Person's income statement. In determining which types of leases to include under the umbrella of "Financial Obligations," the SEC deemed it appropriate to include only those leases that could represent competing debt of the Issuer or Obligated Person (e.g., capital leases which are essentially vehicles to borrow money).

Because capital leases of the Issuer or Obligated Person are recorded in the same fashion as other competing debt of the Issuer or Obligated Person, each sharing a line item in the balance sheet as a liability or included in a more general line item (i.e., competing debt), capital leases are viewed by the SEC as rising to the level of a Financial Obligation because they operate more like a debt obligation. As such, Issuers and Obligated Persons should have procedures in place that help determine whether leases are capital leases or operating leases, as the incurrence of a capital leases will require a Materiality analysis to determine whether an Event 15 notice filing is required.

To make the determination of whether a lease operates as a vehicle to borrow money, the Disclosure Officer should work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer or Obligated Person, to the extent necessary, to determine whether the lease is a vehicle to borrow money (i.e., a capital lease) or an operating lease as operating leases will not rise to the level of a Financial Obligation under Event 15 of Rule 15c2-12.

Characteristics of Leases Operating as Vehicles to Borrow Money (Capital Leases)

In making the determination of whether a lease operates as a vehicle to borrow money and is therefore a Financial Obligation for purposes of Event 15, relevant characteristics may include, but are not limited to, the following:

- i. The lease contains a transfer of ownership of the underlying asset at the end of the lease term or shortly thereafter;
- ii. An option to purchase the underlying asset being leased at a discounted price is available, which may be exercised during or at the end of the lease term:
- iii. The term of the lease is greater than 75% of the useful life of the leased asset; or
- iv. The present value of the lease payment is greater than 90% of the leased asset's fair market value.

Although the characteristics above may be helpful in determining whether a lease operates as a vehicle to borrow money, the Disclosure Officer and appropriate staff and consultants should review of the entire lease, in context with the Issuer's financing and/or operating objectives, in considering whether a lease is a Financial Obligation subject to Event 15. Although a capital lease (as such term in commonly understood) will generally be treated as a vehicle to borrow money, the mere labelling of the lease as "capital" or "operating" will not itself be determinative.

II. Determining Factors for Materiality of Leases that Constitute Financial Obligations

¹ Although the SEC in Release No. 34-83885, implementing the amendment of Rule 15c2-12 to include Event 15 and 16, has discontinued (following GASB's lead) the use of the term "capital lease" and "operating lease," the distinction remains useful to the extent that "capital leases" are commonly understood to be financed purchases of an underlying asset (and thus generally are vehicles to borrow money) whereas "operating leases" are not.

Issuers and Obligated Persons should apply the Materiality standard in Section 3.02(f) and the relevant facts and circumstances in Section 5.02(c) of this Policy, in conjunction with the factors below for purposes of determining whether a lease that operates a vehicle to borrow money is Material and subject to an Event Filing under Event 15.

Given the difference in size, sophistication, features and number of obligations executed by certain issuers and Obligated Persons, factors used in determining the materiality of a lease that operates as a vehicle to borrow money may vary. The Disclosure Officer may utilize factors relevant to the Issuer or Obligated Person which may include, but are not limited to, one or more the following:

- i. Whether the cost of the lease incurred and the payment obligations thereof exceeds a specified percentage of the Issuer's or Obligated Person's fund balance (for purposes of this and the following considerations, the Issuer must determine, given its circumstances, the appropriate way to measure the impact of a lease, e.g., by the aggregate payments required, by principal amount or by annual payment impact to the Issuer's debt portfolio);
- ii. Whether the incurrence of the lease will increase the outstanding indebtedness of the Issuer or Obligated Person by more than a specified ratio or percentage;
- iii. Whether the incurrence of the lease and the payment obligations thereof exceeds a specified percentage of the Issuer's unrestricted revenues;
- iv. Whether the lease represents multiple counterparts of a single transaction that, if incurred at once, would exceed the limits stated in (i), (ii) or (iii) above;
- v. Whether the incurrence of the lease in conjunction with other outstanding Financial Obligations would in the aggregate exceed the limits stated in (i), (ii) and (iii) above; or
- vi. Whether the lease has acceleration provisions or is considered a security on parity or senior to outstanding Financial Obligations.

When utilizing the above factors, the Disclosure Officer must be aware that although a lease may not be Material when compared to the Issuer's or any Obligated Person's general revenues and fund balance, such lease may be material to Financial Obligations pledged to be paid from the specifically pledged revenues and fund balances. Therefore, the Disclosure Officer must look at both the general revenues and the specifically pledged revenues of the Issuer and any Obligated Person when determining the materiality of a lease that operates as a vehicle to borrow money.

If after using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above, the Disclosure Officer determines that the lease operating as a vehicle to borrow money is Material, a filing under Event 15 must be made within ten business days from the incurrence of such lease.

If a determination of Materiality is made under factor (v) above for a lease or any other Financial Obligation, additional Financial Obligations incurred thereafter may likely carry a *de facto* Materiality designation. As such, factor (v) above works as a magnitude test of the Issuer or Obligated Person as it becomes the Issuer or Obligated Person's Materiality threshold for all outstanding Financial Obligations.

III. Communication Amongst Departments Once Leases are Incurred

The Disclosure Officer should become aware of the frequency in which the Issuer or Obligated Person incurs leases, as opposed to other forms Financial Obligations, in the ordinary course of the Issuer or Obligated Person's business. To further communication amongst multiple departments within the Issuer or Obligated Person, the Disclosure Officer should require that any member of the Issuer or Obligated Person's staff authorized to execute leases on behalf of the Issuer or Obligated Person report and provide copies of all leases directly to the Disclosure Officer within two (2) business days prior to their execution. Upon receipt of any lease, the Disclosure Officer shall immediately work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, to determine whether the lease operates as a vehicle to borrow

money (i.e., is a Financial Obligation) and whether such lease is Material using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above.

City of Burleson Debt Management Policy

July 10, 2023 June 16, 2025

Purpose

The purpose of this policy is to establish parameters and provide guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

A debt management policy:

- Enhances the quality of decisions by providing transparency of the process.
- Promotes Promote consistency and continuity in decision making.
- Contributes to fiscal sustainability.
- Identifies objectives for staff to implement.
- Demonstrates a commitment to longer term financial planning objectives.
- Improves rating agencies review process.

The City of Burleson recognizes that the foundation of any well-managed debt program is a comprehensive debt management and post issuance policy outlining the parameters for issuing new debt and managing the existing debt portfolio; identifying the types and amounts of permissible debt; providing guidance to decision makers regarding the purposes for which debt may be issued; and verifying that the IRS regulations regarding post issuance compliance are met to preserve the tax-exempt status of the City's bonds.

Adherence to a debt management policy helps ensure that the City maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit.

Policy Statement

Under the governance and guidance of Federal and State laws and the City's Charter, ordinances, and resolutions the City may periodically enter into debt obligations to finance the construction or acquisition of infrastructure and other assets; or to refinance existing debt for the purpose of meeting its governmental obligations to its residents. It is the City's objective to ensure that such debt obligations are issued and administered in such fashion as to obtain the best long term financial advantage tofor the City and its residents, while making every effort to maintain and improve the City's bond ratings.

This Policy applies to all debt instruments issued by the City regardless of the funding source. Funding sources can be derived from, and debt secured by ad valorem taxes, general City revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

General Debt Governing Policies

The City establishes the following policies on the issuance and management of debt:

- The City will not issue debt obligations or use debt proceeds to finance current operations or normal maintenance.
- Debt financing includes general obligation bonds, certificates of obligation, revenue bonds, lease/purchase agreements and other obligations permitted to be issued under Texas law.
- The City shall review its outstanding debt annually for the purpose of determining if the financial marketplace will afford the City the opportunity to refund an issue and lessen its debt service cost. As a general rule, the present values savings of a particular refunding should exceed three and one-half percent (3.5%) of the refunded maturities, unless a restructuring or bond covenant revision is necessary in order to facilitate the ability to provide services or issue additional debt in accordance with the established debt policies.

- The City will utilize debt obligations only for acquisition, construction, reconstruction or renovation of capital improvement public infrastructure projects, and capital equipment that cannot be funded from current revenue sources or in such cases where it is more equitable for the project to be financed over its useful life or a period of not to exceed its useful life.
- The City will measure the impact of debt service requirements of outstanding and proposed debt obligations on a single year, five, and twenty-_year periods. This analysis will consider debt service maturities and payment patterns as well as the City's commitment to cash fund capital projects.
- The City will seek advice and <u>the</u> services of a Financial Advisor in performing the bond issuance process. The City will also seek the advice of Bond Counsel as to the legality and tax-exempt status of any obligations.
- The bond proceeds will be invested in accordance with the City's investment policy. Interest earningearnings received on the investment of bond proceeds shall be useused to assist in paying the cost associated with the capital project or be used toward the repayment of debt. The City is committed to continuing disclosure of financial and pertinent credit information relevant to the City's outstanding securities and will abide by the provisions of the Securities and Exchange Commission (SEC) or other lawlaws, as applicable.
- The City willmay utilize a reimbursement resolution approved by the City Council to begin working on capital projects prior to issuing debt. In general, reimbursements are made no later than 18 months after the later of the date of the original expenditure is made or the date the project is placed in service, but in no event more than 3 years after the original expenditure is paid.

STRUCTURE OF DEBT

Debt service shall be structured to the greatest extent possible to:

- 1. Target projected cash flows and pledged revenues;
- 2. Minimize the impact on future tax levies;
- 3. Target a consistent and as rapid as feasible payment of principal;
- 4. Maintain a level overall annual debt service payment structure; and
- 5. Target the equal or the lesser of the useful life of the asset being financed.

FIXED INTEREST VERSUS VARIABLE INTEREST

<u>The City generally issues fixed rate bonds primarily to protect the City against interest rate risk.</u> The City has the option to issue variable rate bonds if market conditions warrant and the Council approves it.

METHODS OF SALE

A. Competitive Sale

In a competitive sale, bonds are awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest True Interest Cost (TIC) bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. It is customary for bids to be submitted electronically through a secure website.

B. Negotiated Sale

In a negotiated sale, the City chooses an underwriter or underwriting syndicate that is interested in reoffering a particular series of bonds to investors. The terms of the sale, including the size of the underwriter's discount, date of sale, and other factors, are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are more advantageous when flexibility in the sale date is needed or when less conventional bond structures are being sold. Negotiated sales are also often used when the issue is particularly

large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts.

C. Private Placement

A private placement is a negotiated sale of debt securities to a limited number of selected investors including financial institutions, government agencies, or authorities. The City may engage a placement agent to identify likely investors if deemed necessary. A private placement may be beneficial when the issue size is small, when the security of the bonds is somewhat weaker, or when a governmental lending agency or authority can provide beneficial interest rates or terms compared to financing in the public market.

The City's debt obligations may be sold by competitive sale, negotiated sale or private placement methods. The selected method of sale depends upon the option which is expected to result in the lowest cost and most favorable terms to the City given the financial structure used, market conditions, and prior experience. When considering the method of sale, the City Council may consider the following issues:

- 1. Financial conditions;
- 2. Market conditions;
- Transaction-specific conditions;
- 4. City-related conditions;
- 5. Risks associated with each method;
- 6. Complexity of the Issue Municipal securities with complex security features require greater marketing and buyer education efforts on the part of the underwriter, to improve the investors' willingness to purchase;
- 7. Volatility of Bond Yields If municipal markets are subject to abrupt changes in interest rates, there may be a need to have some flexibility in the timing of the sale to take advantage of positive market changes or to delay a sale in the face of negative market changes;
- 8. Familiarity of Underwriters with the City's Credit Quality If underwriters are familiar with the City's credit quality, a lower (TIC) may be achieved.

 Awareness of the credit quality of the City has a direct impact on the TIC an underwriter will bid on an issue. Therefore, where additional information in

- the form of pre-sale marketing benefits the interest rate, a negotiated sale may be recommended. The City strives to maintain an excellent bond rating. As a result, the Municipal Bond Market is generally familiar with the City's credit quality; and
- 9. Size of the Issue The City may choose to offer sizable issues as negotiated sales so that pre-marketing and buyer education efforts may be done to more effectively promote the bond sale.

RATINGS

Adherence to a debt management policy helps ensure that the City maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit. Toward that end, the City will take the following steps.

- Strive to maintain good relationships with bond rating agencies as well as disclose financial reports and information to these agencies and to the public.
- 2. Obtain a rating from at least one nationally recognized bond-rating agency on all issues being sold in the public market.
- 3. Make timely disclosure of annual financial information or other requested information to the rating agencies.

CONTINUING DISCLOSURE

The City will take all appropriate steps to comply with federal securities laws, including, but not limited to, Securities and Exchange Commission ("SEC") Rule 15c2 -12 the ("Rule"). The City will make annual and event disclosure filings to the MSRB via EMMA as required by the Rule and its continuing disclosure undertakings.

SELECTION OF FINANCIAL ADVISOR

The City shall retain an independent financial advisor for advice on the structuring of new debt, financial analysis of various options, including refunding

opportunities, the rating review process, the marketing and marketability of City debt obligations, issuance and post- issuance services, the preparation of offering documents (each, an "Official Statement") and other services, as necessary. The City will seek the advice of the financial advisor on an ongoing basis. The financial advisor will perform other services as defined by the agreement approved by the City Council. The financial advisor will not bid on nor underwrite any City debt issues in accordance with MSRB rules.

SELECTION OF BOND COUNSEL

The City shall retain bond counsel for legal and procedural advice on all debt issues. Bond counsel shall advise the City Council on all matters pertaining to its bond ordinance(s) and /or resolution(s). No action shall be taken with respect to any obligation until a written instrument (e.g., Certificate Ordinance or other legal instrument) has been prepared by the bond attorneys certifying the legality of the proposal. The bond attorneys shall prepare all ordinances and other legal instruments required for the execution and sale of any bonds issued which shall then be reviewed by the City Attorney and the Director of Finance. The City will also seek the advice of bond counsel on all other types of debt and on any other questions involving state law and federal tax or arbitrage law. Special counsel may be retained to protect the City's interest in complex negotiations.

Debt Limit

- The maximum combined tax rate of the City is \$2.50 per \$100 valuation under State law. Administratively solely for the purpose of approving as valorem debt, the Attorney General will permit an allocation of \$1.50 of the \$2.50 maximum tax rate for all ad valorem tax supported debt service, as calculated at the time of issuance.
- The State of Texas does not prescribe a legal debt limit on the amount of outstanding revenue bonds.

• The City of Burleson's charter does not provide a debt limit lower than the \$2.50 maximum tax rate under State law.

Specific Debt Ratios and Measurements

This section establishes target debt ratios and measurements for the City. As the City periodically addresses its ongoing needs, the City Manager and the City Council must ensure that future elected officials will have the flexibility to meet the capital needs of the City. This policy establishes targets which should provide future flexibility.

Purpose of Issuance – The City will issue debt obligations for acquiring, constructing, reconstructing or renovating Capital Improvements or for refinancing existing debt obligations. Projects must be designated as public purpose projects by the City Council prior funding

Maximum Maturity - All debt obligations shall have a maximum maturity of the earlier of,

- The estimate useful life of the Capital Improvements being financed;
- Or twenty years except for special purpose debt as determined by the City Council which may be finance for periods consistent with the purpose of the debt;
- Or debt issued to refinance outstanding debt obligations, the final maturity of the debt obligations being refinanced, unless the Financial Advisor recommends a longer term.

Outstanding Debt – The Finance Director will monitor and report the outstanding debt to the City Council at least annually. The Finance Director is responsible for monitoring the maturities and terms and conditions of all obligations to ensure compliance.

Future debt – Debt will be structured by reviewing the 5-year CIP plan, growth of the City, and level or declining debt service payments over the life of existing bonds.

Self-Supporting Debt – Bonds backed with the <u>general obligation property tax</u> pledge often have lower interest rates than revenue bonds. The City may use its <u>general obligation property tax</u> pledge with self-supporting debt when the population served by the self-supporting bond projects <u>overlap overlaps</u> or significantly are the same as the property tax base of the <u>cityCity</u>. The City Council and management are committed to maintaining rates and fees structures and <u>a</u> revenue stream of revenue supported debt at levels that will not require a subsidy from the City's General Fund.

Net Debt Per Capita – is the amount of debt outstanding for each citizen of a jurisdiction. Net direct debt is the sum of all general obligation bonds and notes outstanding less the fiscal year-end balance of the debt service fund less-any self-supporting obligations excluding, overlapping debt, and revenue debt. The City shall strive to maintain the current Net Debt per Capita at or below \$3,000.

Net Debt to Assessed Value – Assessed valuation shows the fiscal capacity of the tax base. The City **shall strive** to maintain a ratio of Net Debt to Assessed Value of properties in the City at or below three percent (3%)

<u>Debt Service Tax Rate</u> – The City will target a debt service tax rate the makes up 40% or less of the City's total property tax rate.

Bond Covenants and Laws – The City shall comply with all covenants and requirements of its bond ordinances, the State and Federal laws authorizing and governing the issuance and administration of debt obligations.

Debt Committee

The Finance Committee shall function as the City's designated Debt Committee to oversee the implementation of debt strategies. The Committee shall meet <a href="mailto:attempter-attempte

City of Burleson Debt Management Policy June 16, 2025

Purpose

The purpose of this policy is to establish parameters and provide guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

A debt management policy:

- Enhances the quality of decisions by providing transparency of the process.
- Promote consistency and continuity in decision making.
- Contributes to fiscal sustainability.
- Identifies objectives for staff to implement.
- Demonstrates a commitment to longer term financial planning objectives.
- Improves rating agencies review process.

The City of Burleson recognizes that the foundation of any well-managed debt program is a comprehensive debt management and post issuance policy outlining the parameters for issuing new debt and managing the existing debt portfolio; identifying the types and amounts of permissible debt; providing guidance to decision makers regarding the purposes for which debt may be issued; and verifying that the IRS regulations regarding post issuance compliance are met to preserve the tax-exempt status of the City's bonds.

Adherence to a debt management policy helps ensure that the City maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit.

Policy Statement

Under the governance and guidance of Federal and State laws and the City's Charter, ordinances, and resolutions the City may periodically enter into debt obligations to finance the construction or acquisition of infrastructure and other

assets; or to refinance existing debt for the purpose of meeting its governmental obligations to its residents. It is the City's objective to ensure that such debt obligations are issued and administered in such fashion as to obtain the best long term financial advantage for the City and its residents, while making every effort to maintain and improve the City's bond ratings.

This Policy applies to all debt instruments issued by the City regardless of the funding source. Funding sources can be derived from, and debt secured by ad valorem taxes, general City revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

General Debt Governing Policies

The City establishes the following policies on the issuance and management of debt:

- The City will not issue debt obligations or use debt proceeds to finance current operations or normal maintenance.
- Debt financing includes general obligation bonds, certificates of obligation, revenue bonds, lease/purchase agreements and other obligations permitted to be issued under Texas law.
- The City shall review its outstanding debt annually for the purpose of determining if the financial marketplace will afford the City the opportunity to refund an issue and lessen its debt service cost. As a general rule, the present values savings of a particular refunding should exceed three and one-half percent (3.5%) of the refunded maturities, unless a restructuring or bond covenant revision is necessary in order to facilitate the ability to provide services or issue additional debt in accordance with the established debt policies.
- The City will utilize debt obligations only for acquisition, construction, reconstruction or renovation of capital improvement public infrastructure projects, and capital equipment that cannot be funded from current revenue sources or in such cases where it is more equitable for the project to be financed over its useful life or a period of not to exceed its useful life.

- The City will measure the impact of debt service requirements of outstanding and proposed debt obligations on a single year, five, and twenty-year periods. This analysis will consider debt service maturities and payment patterns as well as the City's commitment to cash fund capital projects.
- The City will seek advice and the services of a Financial Advisor in performing the bond issuance process. The City will also seek the advice of Bond Counsel as to the legality and tax-exempt status of any obligations.
- The bond proceeds will be invested in accordance with the City's investment policy. Interest earnings received on the investment of bond proceeds shall be used to assist in paying the cost associated with the capital project or be used toward the repayment of debt. The City is committed to continuing disclosure of financial and pertinent credit information relevant to the City's outstanding securities and will abide by the provisions of the Securities and Exchange Commission (SEC) or other laws, as applicable.
- The City may utilize a reimbursement resolution approved by the City Council to begin working on capital projects prior to issuing debt. In general, reimbursements are made no later than 18 months after the later date of the original expenditure is made or the date the project is placed in service, but in no event more than 3 years after the original expenditure is paid.

STRUCTURE OF DEBT

Debt service shall be structured to the greatest extent possible to:

- 1. Target projected cash flows and pledged revenues;
- 2. Minimize the impact on future tax levies;
- 3. Target a consistent and as rapid as feasible payment of principal;
- 4. Maintain a level overall annual debt service payment structure; and
- 5. Target the equal or the lesser of the useful life of the asset being financed.

FIXED INTEREST VERSUS VARIABLE INTEREST

The City generally issues fixed rate bonds primarily to protect the City against interest rate risk. The City has the option to issue variable rate bonds if market conditions warrant and the Council approves it.

METHODS OF SALE

A. Competitive Sale

In a competitive sale, bonds are awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest True Interest Cost (TIC) bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. It is customary for bids to be submitted electronically through a secure website.

B. Negotiated Sale

In a negotiated sale, the City chooses an underwriter or underwriting syndicate that is interested in reoffering a particular series of bonds to investors. The terms of the sale, including the size of the underwriter's discount, date of sale, and other factors, are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are more advantageous when flexibility in the sale date is needed or when less conventional bond structures are being sold. Negotiated sales are also often used when the issue is particularly large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts.

C. Private Placement

A private placement is a negotiated sale of debt securities to a limited number of selected investors including financial institutions, government agencies, or authorities. The City may engage a placement agent to identify likely investors if deemed necessary. A private placement may be beneficial when the issue size is small, when the security of the bonds is somewhat weaker, or when a

governmental lending agency or authority can provide beneficial interest rates or terms compared to financing in the public market.

The City's debt obligations may be sold by competitive sale, negotiated sale or private placement methods. The selected method of sale depends upon the option which is expected to result in the lowest cost and most favorable terms to the City given the financial structure used, market conditions, and prior experience. When considering the method of sale, the City Council may consider the following issues:

- 1. Financial conditions;
- Market conditions;
- 3. Transaction-specific conditions;
- 4. City-related conditions;
- 5. Risks associated with each method;
- 6. Complexity of the Issue Municipal securities with complex security features require greater marketing and buyer education efforts on the part of the underwriter, to improve the investors' willingness to purchase;
- 7. Volatility of Bond Yields If municipal markets are subject to abrupt changes in interest rates, there may be a need to have some flexibility in the timing of the sale to take advantage of positive market changes or to delay a sale in the face of negative market changes;
- 8. Familiarity of Underwriters with the City's Credit Quality If underwriters are familiar with the City's credit quality, a lower (TIC) may be achieved. Awareness of the credit quality of the City has a direct impact on the TIC an underwriter will bid on an issue. Therefore, where additional information in the form of pre-sale marketing benefits the interest rate, a negotiated sale may be recommended. The City strives to maintain an excellent bond rating. As a result, the Municipal Bond Market is generally familiar with the City's credit quality; and
- 9. Size of the Issue The City may choose to offer sizable issues as negotiated sales so that pre-marketing and buyer education efforts may be done to more effectively promote the bond sale.

RATINGS

Adherence to a debt management policy helps ensure that the City maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit. Toward that end, the City will take the following steps.

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- 2. Obtain a rating from at least one nationally recognized bond-rating agency on all issues being sold in the public market.
- 3. Make timely disclosure of annual financial information or other requested information to the rating agencies.

CONTINUING DISCLOSURE

The City will take all appropriate steps to comply with federal securities laws, including, but not limited to, Securities and Exchange Commission ("SEC") Rule 15c2 -12 the ("Rule"). The City will make annual and event disclosure filings to the MSRB via EMMA as required by the Rule and its continuing disclosure undertakings.

SELECTION OF FINANCIAL ADVISOR

The City shall retain an independent financial advisor for advice on the structuring of new debt, financial analysis of various options, including refunding opportunities, the rating review process, the marketing and marketability of City debt obligations, issuance and post- issuance services, the preparation of offering documents (each, an "Official Statement") and other services, as necessary. The City will seek the advice of the financial advisor on an ongoing basis. The financial advisor will perform other services as defined by the agreement approved by the City Council. The financial advisor will not bid on nor underwrite any City debt issues in accordance with MSRB rules.

SELECTION OF BOND COUNSEL

The City shall retain bond counsel for legal and procedural advice on all debt issues. Bond counsel shall advise the City Council on all matters pertaining to its bond ordinance(s) and /or resolution(s). No action shall be taken with respect to any obligation until a written instrument (e.g., Certificate Ordinance or other legal instrument) has been prepared by the bond attorneys certifying the legality of the proposal. The bond attorneys shall prepare all ordinances and other legal instruments required for the execution and sale of any bonds issued which shall then be reviewed by the City Attorney and the Director of Finance. The City will also seek the advice of bond counsel on all other types of debt and on any other questions involving state law and federal tax or arbitrage law. Special counsel may be retained to protect the City's interest in complex negotiations.

Debt Limit

- The maximum combined tax rate of the City is \$2.50 per \$100 valuation under State law. Administratively solely for the purpose of approving as valorem debt, the Attorney General will permit an allocation of \$1.50 of the \$2.50 maximum tax rate for all ad valorem tax supported debt service, as calculated at the time of issuance.
- The State of Texas does not prescribe a legal debt limit on the amount of outstanding revenue bonds.
- The City of Burleson's charter does not provide a debt limit lower than the \$2.50 maximum tax rate under State law.

Specific Debt Ratios and Measurements

This section establishes target debt ratios and measurements for the City. As the City periodically addresses its ongoing needs, the City Manager and the City Council must ensure that future elected officials will have the flexibility to meet the capital needs of the City. This policy establishes targets which should provide future flexibility.

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Future debt – Debt will be structured by reviewing the 5-year CIP plan, growth of the City, and level or declining debt service payments over the life of existing bonds.

Self-Supporting Debt – Bonds backed with the property tax pledge often have lower interest rates than revenue bonds. The City may use its property tax pledge with self-supporting debt when the population served by the self-supporting bond projects overlaps or significantly are the same as the property tax base of the City. The City Council and management are committed to maintaining rates and fees structures and a revenue stream of revenue supported debt at levels that will not require a subsidy from the City's General Fund.

Net Debt Per Capita – is the amount of debt outstanding for each citizen of a jurisdiction. Net direct debt is the sum of all general obligation bonds and notes outstanding less any self-supporting obligations, overlapping debt, and revenue debt. The City **shall strive** to maintain the current Net Debt per Capita at or below \$3,000.

Net Debt to Assessed Value – Assessed valuation shows the fiscal capacity of the tax base. The City **shall strive** to maintain a ratio of Net Debt to Assessed Value of properties in the City at or below three percent (3%).

Debt Service Tax Rate – The City will target a debt service tax rate the makes up 40% or less of the City's total property tax rate.

Bond Covenants and Laws – The City shall comply with all covenants and requirements of its bond ordinances, the State and Federal laws authorizing and governing the issuance and administration of debt obligations.

Debt Committee

The Finance Committee shall function as the City's designated Debt Committee to oversee the implementation of debt strategies. The Committee shall meet at least twice a year or as requested by the City Manager and/or Finance Director.



City Council Regular Meeting

DEPARTMENT: Finance

FROM: Harlan Jefferson, Deputy City Manager

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a resolution designating the Johnson County Tax Assessor-Collector to perform the required calculation of relevant tax rates and the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code. (Staff Contact: Harlan Jefferson, Deputy City Manager)

SUMMARY:

The proposed resolution before the Council designates that the Johnson County Tax Assessor/Collector ("TAC") perform the required calculation of the relevant tax rates and the preparation of notices for publication in accordance with the Texas Tax Code. The tax calculations required are the no-new-revenue tax rate (no-new-revenue tax rate = [last year's levy – lost property levy] / [current total value – new property value]) and the voter-approval tax rate (voter-approval tax rate = [no-new-revenue maintenance and operations rate x 1.035] + current debt rate). The required tax rate calculations must be made on specific worksheet forms prescribed by the state comptroller.

In 2005, the City and the TAC entered into an interlocal agreement whereby the City designated the TAC as the tax assessor and collector for the City. Texas Tax Code § 26.04 requires that tax calculations be done by a designated officer or employee of the City, and traditionally, that function has been done by the TAC (considered an officer of the unit by case law). Historically, the TAC treated the interlocal agreement with the City as the designation of the TAC to perform the calculations without any other formal action by the city council.

In 2019, however, the 86th Texas Legislature made sweeping changes to the Texas Tax Code in S.B. 2, and gave additional responsibilities to the designated officer or employee. Accordingly, because of the changes, the City, through this resolution, is formally designating the TAC as the officer to make these calculations instead of relying on the 2005 interlocal agreement.

OPTIONS:

- 1) Approve the resolution designating the Johnson County Tax Assessor-Collector to perform the required calculation of relevant tax rates and the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code.
- 2) Deny the resolution designating the Johnson County Tax Assessor-Collector to perform the required calculation of relevant tax rates and the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code.

RECOMMENDATION:

Staff recommends approving the resolution designating the Johnson County Tax Assessor-Collector to perform the required calculation of relevant tax rates and the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code.

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

n/a

FISCAL IMPACT:

n/a

STAFF CONTACT:

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



Resolution Designating the Johnson County Tax Assessor-Collector to Make Relevant Tax Rate Calculations

Presented to City Council on June 16, 2025

Resolution Designating Tax A-C

- Texas Tax Code § 26.04 requires that tax calculations be done by a designated officer or employee of the City, and traditionally that function has been done by the Johnson County Tax Assessor-Collector (considered an officer of the City through case law)
- The tax calculations required are the no-new-revenue tax rate (no-new-revenue tax rate = [last year's levy lost property levy] / [current total value new property value]) and the voter-approval tax rate = [no-new-revenue maintenance and operations rate x 1.035] + current debt rate), and the calculations must be made on specific forms prescribed by the state comptroller
- The City has an interlocal agreement with the Johnson County Tax Assessor-Collector whereby the City designated the Johnson County Tax Assessor-Collector as the tax assessor-collector for the City
- The proposed resolution designates that the Johnson County Tax Assessor-Collector to perform the required tax rate calculations and the preparation of notices for publication in accordance with the Texas Tax Code
- The proposed resolution further directs the City Manager to publish and deliver the calculated tax rates in accordance with state law

Resolution Designating Tax A-C

- City Council Options:
 - Approve the proposed resolution designating the Johnson County Tax Assessor-Collector to perform
 the required tax rate calculations and the preparation of notices for publication in accordance with
 the Texas Tax Code; or
 - Deny the proposed resolution designating the Johnson County Tax Assessor-Collector to perform the required tax rate calculations and the preparation of notices for publication in accordance with the Texas Tax Code.

Staff recommendation is to approve the proposed resolution designating the Johnson County Tax Assessor-Collector to perform the required tax rate calculations and the preparation of notices for publication in accordance with the Texas Tax Code.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, DESIGNATING THE TAX ASSESSOR-COLLECTOR OF JOHNSON COUNTY TO PERFORM THE CALCULATION OF RELEVANT TAX RATES AND THE CITY MANAGER TO PREPARE NOTICES AND DEVLIVER TAX RATE FORMS AS REQUIRED BY TAX CODE CHAPTER 26.

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

WHEREAS, the 86th Texas Legislature in Regular Session, amended Tax Code § 26.04 which requires each governing body, as part of the tax rate adoption process to designate an officer or employee to do certain tasks, including the calculation of the relevant tax rates and the preparation of notices for publication; and

WHEREAS, the City of Burleson has designated by contract the Tax Assessor-Collector of Johnson County as the unit's Tax Assessor-Collector pursuant to Chapter 6 of the Texas Tax Code in an interlocal agreement dated August 8, 2005, between the City and the Tax Assessor-Collector of Johnson County (the "Interlocal Agreement"); and

WHEREAS, said Tax Assessor-Collector, pursuant to state statute, is required to maintain coursework on all aspects of property taxation including tax rate calculation and adoption.

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

Section 1

The Tax Assessor-Collector of the County of Johnson, Scott Porter, is hereby and herewith designated by the City of Burleson as the person to perform the required calculation of the relevant tax rates pursuant to the Interlocal Agreement. The City Manager is hereby and herewith designated by the City of Burleson as the person to submit the forms calculating the relevant tax rates to the City Council, to post the forms on the home page of the City's website, and submit the forms to the Tarrant County Tax Assessor-Collector.

Section 2

This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND SO RESOLVED by the day of, 20:	e City Council of the City of Burleson, Texas, this
	Chris Fletcher, Mayor
	City of Burleson, Texas
ATTEST:	APPROVED AS TO LEGAL FORM:
Amanda Campos, City Secretary	E. Allen Taylor, Jr., City Attorney



City Council Regular Meeting

DEPARTMENT: Finance

FROM: Harlan Jefferson, Deputy City Manager

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a calendar regarding the adoption of the property tax rate and annual operating budget for Fiscal Year 2025-2026 assuming a property tax rate that does not exceed the voter-approval rate. (Staff Contact: Harlan Jefferson, Deputy City Manager)

SUMMARY:

The proposed resolution directs the City Manager to prepare a calendar for the adoption of the annual budget and tax rate for FY2025-2026 assuming the property tax rate that does not exceed the voter-approval rate.

The City's adoption of the annual budget and tax rate are filled with numerous notice periods and deadlines that necessitate the creation of calendar to ensure all legal requirements of the Texas Tax Code and Local Government Code are followed. Since 2019, state law has stipulated that if a City Council of a municipality with a population over 30,000 votes to adopt a tax rate that exceeds the voter-approval rate of 3.5%, the municipality must call an election at the November uniform election date for the voters to decide whether to approve the tax rate. The Texas Election Code has numerous additional legal requirements and deadlines when calling and conducting an election. In the end, because of the various legal requirements and deadlines, the calendar when adopting a tax rate that *does not* exceed the voter-approval rate and the calendar when adopting a tax rate that *does* exceed the voter-approval rate look vastly different. Essentially, adopting a tax rate that does exceed the voter-approval rate pushes up many of the deadlines.

OPTIONS:

- 1) Approve the resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2025-2026 assuming a property tax rate that does not exceed the voter-approval rate.
- 2) Deny the resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2025-2026 assuming a property tax rate that does not exceed the voter-approval rate.

RECOMMENDATION:

Staff recommends to approve the resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2025-2026 assuming a property tax rate that does not exceed the voter-approval rate.

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

The calendar was presented to the Finance Committee on April 21, 2025. The committee recommended a calendar assuming a rate that does not exceed the voter-approval rate.

The calendar was presented to Council at the Special Council Meeting on May 27, 2025.

REFERENCE:

n/a

FISCAL IMPACT:

n/a

STAFF CONTACT:

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



Preparing Annual Budget and Tax Rate Calendar Assuming a Tax Rate Under the Voter-Approval Rate

PRESENTED TO THE CITY COUNCIL JUNE 16, 2025

Presentation Overview

Property Tax Facts

Truth-In-Taxation Terms

Calendar

Review Next Steps

Voter Approval Rate and Calendar

- The annual budget and tax rate are filled with numerous notice periods and deadlines that necessitate
 the creation of a calendar
- If a City Council of a municipality with a population over 30,000 votes to adopt a tax rate that exceeds the voter-approval rate of 3.5%, the municipality must call an election at the November uniform election date
- The Texas Election Code has numerous additional legal requirements and deadlines when calling and conducting an election
- The calendar when adopting a tax rate that does not exceed the voter-approval rate and the calendar when adopting a tax rate that does exceed the voter-approval rate look vastly different
- Adopting a tax rate that does exceed the voter-approval rate pushes up many of the deadlines

Terminology and Calculations for Taxing Units

"No-New-Revenue Tax Rate" means a rate expressed in dollars per \$100 of taxable value calculated to the following formula:



Terminology and Calculations for Taxing Units Cont.

"Voter-Approval Tax Rate" means a rate expressed in dollars per \$100 of taxable value calculated as follows:



Deadlines When
Adopting Tax
Rate that Exceeds
the Voter
Approval Rate

VS.

Tax Rate that
Does Not Exceed
the Voter
Approval Rate

Deadlines When Adopting a Budget and Tax Rate for FY25-26		
	Exceeds Voter-Approval Rate	Does Not Exceed
File the Proposed Budget	July 19	August 29
Receive Tax Rolls	July 25	July 25
Submit Tax Rates to Council	August 7	August 7
Budget Publication Notice	August 7	September 18
Proposed Tax Rate Approval	August 11	September 22
Internet Notice	August 11	September 22
Tax Rate Publication Notice	August 13	September 22
Budget Public Hearing	August 17	September 28
Budget Adoption	August 18	September 19
Tax Rate Public Hearing	August 18	September 22
Tax Rate Adoption	August 18	September 29
Order Election	August 18	n/a

Next Steps

- City Council Options:
 - Approve a resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2025-2026 assuming a property tax rate that does not exceed the voter-approval rate; or
 - Deny a resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2025-2026 assuming a property tax rate that *does not* exceed the voter-approval rate.

Staff recommendation is to approve a resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2025-2026 assuming a property tax rate that *does not* exceed the voter-approval rate.

QUESTIONS/COMMENTS

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, DIRECTING THE CITY MANAGER TO PREPARE A CALENDAR FOR THE ORDERLY ADOPTION OF THE PROPERTY TAX RATE AND ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2025-2026 ASSUMING A PROPERTY TAX RATE THAT DOES NOT EXCEED THE VOTER-APPROVAL RATE.

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

WHEREAS, S.B. 2, also known as the Texas Property Tax Reform and Transparency Act of 2019, passed during the 2019 Texas legislative session, made significant changes to the property tax rate setting process; and

WHEREAS, the timing of various deadlines required by law for a municipality to pass an ad valorem tax rate is greatly dependent on whether the property tax rate exceeds or does not exceed the voter-approval tax rate; and

WHEREAS, Texas Election Code § 3.005 effectively makes August 18, 2025, the deadline to adopt a property tax rate above the voter-approval rate, as August 18, 2025, is the 78th day before the November uniform election date of November 4, 2025 and, therefore, the last day to order a general election; and

WHEREAS, Texas Tax Code § 26.05 effectively makes September 29, 2025, the deadline to adopt a property tax rate that does not exceed the voter-approval rate unless a delay occurs in the delivery of the certified tax rolls to the City; and

WHEREAS, the calculation of certain City Council meeting dates, public hearings, filings, and public notices occurring prior to the property tax rate adoption are dependent on the date City Council adopts a property tax rate; and

WHEREAS, the City Council desires to provide City staff with direction as staff prepares a calendar for the orderly adoption of the property tax rate and annual operating budget by this Council.

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

Section 1

The City Council hereby directs the City Manager to prepare a calendar for the orderly adoption of the annual operating budget and property tax rate assuming a property tax rate that does not exceed the voter-approval rate of 3.5%. The recitals set forth above in this Resolution are true and

correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2

This Resolution shall become	effective from and after its date of passage in accordance with law
PASSED AND SO RESOLV day of, 20	TED by the City Council of the City of Burleson, Texas, this
	Chris Fletcher, Mayor City of Burleson, Texas
ATTEST:	APPROVED AS TO LEGAL FORM:
Amanda Campos, City Secre	etary E. Allen Taylor, Jr., City Attorney



Choose an item.

DEPARTMENT: Finance

FROM: Harlan Jefferson, Deputy City Manager

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a two-year professional service agreement extension in the amount of \$115,000 with Valley View Consulting, L.L.C. for Investment Advisory Services. (Staff Contact: Harlan Jefferson, Deputy City Manager)

SUMMARY:

Investment advisory services are provided by Valley View Consulting, L.L.C., which include the review of the investment policy and consideration of eligible options. Model cash flows to identify the following:

- Outflow months
- Review current market conditions and consider strategies
- Organize investment provider rate solicitations
- Facilitate settlements
- Provide monthly and quarterly investment reports

Monitor portfolio and strategy performance

RECOMMENDATION:

Approve a two-year extension for Investment Advisory Services with Valley View Consulting L.L.C.

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

At the February 7, 2021, Finance and Internal Services Committee meeting (current Finance Committee), the Committee recommended the use of Investment Advisory Services from Valley View Consulting, L.L.C.

At the June 21, 2021, regular Council meeting, Council approved Valley View Consulting, L.L.C., for Investment Advisory Services for a period of 2 years.

At the August 7, 2023, regular Council meeting, Council approved Valley View Consulting, L.L.C., for investment Advisory Services for a period of 2 years.

REFERENCE:

CSO#5171-08-2023

FISCAL IMPACT:

Expenses will be evenly distributed across the General, 4A, 4B, and Water & Wastewater funds.

STAFF CONTACT:

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



Investment Advisory Services Extension

PRESENTED TO THE CITY COUNCIL ON JUNE 16, 2025

Summary

- Investment advisory services
 - Provides monthly and quarterly investment reports
 - Identifies investment opportunities and upcoming risks
- Valley View Consulting, L.L.C.
 - City's current contract was executed in August 2023 for a service period of 2 years
 - Staff would like to extend this agreement for two years
 - •The cost for two years will not exceed \$115,000



Questions, Comments & Direction

Next Step

- ■Approve or Deny the two-year extension
- ■Staff recommends approval

AGREEMENT BY AND BETWEEN THE CITY OF BURLESON, TEXAS AND VALLEY VIEW CONSULTING, L.L.C.

It is understood and agreed that the City of Burleson (the *Investor*) will have money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

- 1. This Agreement shall apply to any and all Investable Funds of the Investor during the period in which this Agreement shall be effective.
- 2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
- 3. The Advisor agrees to perform the following duties, as requested:
 - a. Assist the Investor in developing cash flow projections,
 - b. Suggest appropriate investment strategies to achieve the Investor's objectives,
 - c. Advise the Investor on market conditions, general information and economic data,
 - d. Analyze risk/return relationships between various investment alternatives,
 - e. Attend occasional meetings as requested by the Investor,
 - f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy.
 - g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,
 - h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,
 - i. Assist the Investor in creating monthly portfolio accounting reports, and
 - i. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
- b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
- c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.
- 5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own negligence, gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.
- 6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.
- 7. This Agreement shall remain in effect until June 30, 2027, with the option of the Investor to extend this Agreement for one additional two-year period. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein. The payment of any funds in future budget years, as provided in this

Agreement, shall be subject to annual appropriation by the City Council in the annual budget and the Investor's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Notwithstanding anything contained herein to the contrary, Investor will have the right to withdraw from this Agreement on the last day of the Investor's fiscal year if the Investor's governing body fails to appropriate funds to cover the cost of this Agreement in the upcoming fiscal year budget. Advisor will be under no obligation to Investor in the event of such termination and services will terminate at the conclusion of the currently funded fiscal year.

- 8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.
- 9. The Advisor shall not assign this Agreement without the express written consent of the Investor.
- 10. The Investor acknowledges that:
 - 1) _____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
 - 2) _____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
 - 3) <u>X</u> Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,

Richard G. Long, Jr.

Manager, Valley View Consulting, L.L.C.

Echard G. Long f.

This agreement is hereby agreed to and executed on behalf of the City of Burleson, Texas.

By City of Burleson

Date:

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be a tiered annual fee based on the Quarterly Investment Report Book Value and the following schedule:

Average Quarter End Book Value

First \$100 million Next \$100 million Balances above \$200 million

Annual Fee

0.030% (3 basis points) 0.025% (2.5 basis points) 0.020% (2 basis points)

Said fee shall be prorated and due and payable at the end of each investment quarter.

Should the Investor issue debt and select a bond proceeds investment strategy that incorporates a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by the Advisor shall be disclosed to the Investor.

City of Burleson Addendum to Vendor's Contract Additional Provisions

VALLEY VIEW CONSULTING, LLC.

2428 CARTERS MILL ROAD, HUDDLESTON, VA 24104

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

- 1. <u>Limitation of Vendor's Contract Form.</u> The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
- x. Requiring City to provide warranties.
- xi. Obligating City to indemnify, defend or hold harmless any party.
- xii. Granting a security interest in City's property or placing a lien on City's property.
- 2. <u>Payment Terms.</u> Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
- 3. <u>Applicable Law; Venue.</u> This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
- 4. <u>Tax Exempt Status.</u> As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
- 5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
- 6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
- 7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 8. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
- 9. <u>Savings Clause.</u> If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
- 10. <u>Conflicts Of Interest.</u> By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
- 11. <u>Anti-Boycotting Provisions.</u> Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12. <u>Vendor Certification Regarding Business With Certain Countries And Organizations.</u> Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 13. <u>Relationship of the Parties.</u> The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

- 14. <u>Survival</u>. The terms of this Addendum shall survive any closing or termination of the Agreement.
- 15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
- 16. <u>Conflict.</u> In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
- 17. <u>Counterparts; PDF Signatures</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:	Valley View Consulting, LLC.
By:	By: Richard G. Long, Jr.
Name:	Name: Richard G. Long, Jr.
Title:	Title: Manager
Date:	Date: 5/13/2025



City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: June 16, 2025

SUBJECT:

Consider a resolution authorizing the application for the Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant. (Staff Contact: Jen Basham, Director of Parks and Recreation)

SUMMARY:

The City of Burleson Parks and Recreation Department seeks City Council approval of a resolution authorizing submission of a grant application to the Texas Parks and Wildlife Department (TPWD) for the Non-Urban Outdoor Recreation Local Park Grant Program. The application supports Phase II of Community Park, which includes the construction of an inclusive, nature-based play area designed for universal accessibility, sensory interaction, and family engagement. This resolution designates the Parks and Recreation Director to act on behalf of the City, certifies the availability of matching funds, and dedicates the site to long-term public park use.

PROJECT OVERVIEW - PHASE II OF COMMUNITY PARK:

Phase II will enhance the Community Park located at the intersection of Hulen Street and Alsbury Boulevard through the development of a custom, inclusive natural play area. Key components include:

- Custom-designed play structures with natural elements supporting inclusive and sensory-rich play
- Pour-in-place surfacing for safety and ADA accessibility
- Integrated shade structures to protect children and families from sun exposure
- Furnishings including benches and trash receptacles
- Trail and infrastructure connections ensuring integrated access to surrounding amenities

FUNDING AND MATCHING SHARE:

The estimated project cost is \$1,574,000, with a 50/50 match required under the grant program. The City's \$787,000 match is identified and allocated in the approved FY 2027 Capital Improvement Program (CIP). While only a 50% match is required, exceeding this minimum ("overmatch") improves the application's competitiveness and may increase the project's overall score.

GRANT SCORING CRITERIA & CITY ALIGNMENT:

The TPWD Non-Urban Outdoor Recreation Grant application is evaluated using a 100-point

scoring rubric, with the following key criteria:

Category	Max Points	Burleson Strategy
Project Need & Site	20	Phase II fills a documented
Suitability		gap in inclusive play and
		natural play environments,
		as identified in community
		engagement and master
		planning.
Quality of Park Design	18	The project includes
		universal design, natural
		aesthetics, integrated
		trails, shade, and modern
		surfacing – contributing to
		a high-quality layout.
Incorporation of Required	10	Project will meet or exceed
Recreation Elements		TPWD's required minimum
		facilities checklist with
		compliant features.
Public Participation	10	Public engagement was
		completed as part of the
		park master planning
		process, including surveys,
		town halls, and advisory
		board input.
Project Connectivity	8	The site includes direct
		trail and infrastructure
		connections to future park
		amenities and
		neighborhoods.
Operation and	8	The Parks Department has
Maintenance Commitment		allocated long-term O&M
		resources and has a
		maintenance plan for
		inclusive play features.
Site Acquisition and	6	The park is City-owned
Control		and dedicated for public
		recreation use in
		perpetuity.
Sustainability Features	6	Use of natural materials,
		long-lasting surfacing, and

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		drought-tolerant landscaping supports longterm sustainability.
Project Readiness and Matching Funds	6	Matching funds are secured in the 2027 CIP. The City may exceed the 50% match threshold to strengthen application score.
New Park Development / Park Expansion	4	The proposed development meaningfully expands an existing community park and provides regionally impactful features.
Population Served / Underserved Areas	4	Inclusive features ensure equitable access, especially for residents with disabilities and younger children.

RECOMMENDATION:

Staff recommends approval of the resolution, authorizing application to the TPWD Local Park Grant Program for Phase II of Community Park and designating the Parks and Recreation Director as the official representative.

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

N/A

REFERENCE:

Insert CSO# if applicable Insert resolution or ordinance change

FISCAL IMPACT:

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

Account Description:

STAFF CONTACT:

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



TPWD Non-Urban Outdoor Recreation Grant

CITY COUNCIL, JUNE 16, 2025

STAFF CONTACT: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION



Grant

Purpose of the grant: Assist with the acquisition and/or development of public recreation areas and facilities throughout the state of Texas.

The program provides a 50% match on a reimbursement basis to eligible applicants.

For the non-urban outdoor recreation grant the maximum award is \$750,000

Application Due Date: August 1, 2025

Award Date: TBD





Example: Willow Bend Park, Loveland Colorado, Opened June 5, 2025

Project Scope

Phase II will enhance the Community Park located at the intersection of Hulen Street and Alsbury Boulevard through the development of a custom, inclusive natural play area. Key components include:

- Custom-designed play structures with natural elements supporting inclusive and sensory-rich play
- Pour-in-place surfacing for safety and ADA accessibility
- Integrated shade structures to protect children and families from sun exposure
- Furnishings including benches and trash receptacles
- Trail and infrastructure connections ensuring integrated access to surrounding amenities



Funding and Match

The estimated project cost is \$1,574,000, with a 50/50 match required under the grant program. The City's \$787,000 match is identified and allocated in the approved FY 2027 Capital Improvement Program (CIP). While only a 50% match is required, exceeding this minimum ("overmatch") improves the application's competitiveness and may increase the project's overall score.

Once the final design is selected, any overruns would be the City's responsibility



Project Scoring Rubric

Category	Max Points	Burleson Strategy
Project Need & Site Suitability	20	Phase II fills a documented gap in inclusive play and natural play environments, as identified in community engagement and master planning.
Quality of Park Design	18	The project includes universal design, natural aesthetics, integrated trails, shade, and modern surfacing – contributing to a high-quality layout.
Incorporation of Required Recreation Elements	10	Project will meet or exceed TPWD's required minimum facilities checklist with compliant features.
Public Participation	10	Public engagement was completed as part of the park master planning process, including surveys, town halls, and advisory board input.
Project Connectivity	8	The site includes direct trail and infrastructure connections to future park amenities and neighborhoods.

Project Scoring Rubric

Operation and Maintenance Commitment	8	The Parks Department has allocated long-term O&M resources and has a maintenance plan for inclusive play features.
Site Acquisition and Control	6	The park is City-owned and dedicated for public recreation use in perpetuity.
Sustainability Features	6	Use of natural materials, long-lasting surfacing, and drought-tolerant landscaping supports long-term sustainability.
Project Readiness and Matching Funds	6	Matching funds are secured in the 2027 CIP. The City may exceed the 50% match threshold to strengthen application score.
New Park Development / Park Expansion	4	The proposed development meaningfully expands an existing community park and provides regionally impactful features.
Population Served / Underserved Areas	4	Inclusive features ensure equitable access, especially for residents with disabilities and younger children.

OPTIONS:

Approve the resolution

Deny the resolution



Local Park Grant Program Resolution Authorizing Application

A resolution of the <u>City of Burleson</u> as hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the <u>Local Park Grant Program</u>, hereinafter referred to as the "Program"; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

- **SECTION 1:** That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.
- **SECTION 2:** That the Applicant hereby certifies that the matching share for this application is readily available at this time.
- **SECTION 3:** That the Applicant hereby authorizes and directs the <u>Director of Parks and Recreation</u> to act for the Applicant in dealing with the Department for the purposes of the Program, and that <u>Jen Basham</u> is hereby officially designated as the representative in this regard.
- **SECTION 4:** The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as <u>Community Park</u> in the <u>City</u> of <u>Burleson</u> for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by an affirmative vote of the "Applicant" on this 16 day of June, 2025.

Signature of Local Government Official
Jen Basham, Director of Parks and Recreation
Typed Name and Title
ATTEST:
ATTEST.
Signature
Typed Name and Title
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,



City Council Regular Meeting

DEPARTMENT: Development Services

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

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a Community Facilities Contract (CFC) with Burleson Independent School District (BISD) for public improvements at Mound Elementary. (Staff Contact: Michelle McCullough, Development Services Deputy Director/City Engineer)

SUMMARY:

Burleson Independent School District (BISD) proposes to construct a new one-story gym building at Mound Elementary School, located on NW Newton Drive. BISD requested changes to the standard CFC language. City staff have reviewed the proposed changes. Pursuant to Section 4.4(6) of Appendix A of the Code of Ordinances, when the standard language of a CFC is altered, the city council must approve the agreement. BISD will post all applicable bonds in accordance with the Code of Ordinances.

RECOMMENDATION:

Approve a Community Facilities Contract (CFC) with Burleson Independent School District (BISD) for public improvements at Mound Elementary.

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

None

REFERENCE:

N/A

FISCAL IMPACT:

None

STAFF CONTACT:

Michelle McCullough, P.E., CFM Deputy Director/City Engineer mmccullough@burlesontx.com

817-426-9616



BURLESON INDEPENDENT SCHOOL DISTRICT

Community Facilities Contract

PROJECT SUMMARY

- BISD proposes a new one-story gym at Mound Elementary
- New water and sewer services are required as part of the construction
 - ➤ Construction requires the repair of the existing public roadway
- BISD attorney requested changes to the standard language in the community facilities contract, and City staff have reviewed the changes
- When the standard language is amended, the Code of Ordinances requires the City Council to approve a Community Facilities Contract
- BISD will post all applicable bonds for the project



QUESTIONS/COMMENTS

Staff Contact

Michelle McCullough, P.E., CFM

Development Services Deputy Director/City Engineer

<u>mmccullough@burlesontx.com</u>

817-426-9616

COUNTIES OF TARRANT § PROJECT NAME: BISD Mound

Elementary

AND JOHNSON

CONTRACT NO.: **2025-07**

This Contract is entered into on the _____ day of _____ by and between the CITY OF BURLESON, TEXAS, (hereinafter referred to as the "City"), and Burleson ISD (hereinafter referred to as "BISDBISD").

WHEREAS, BISD needs to run a 2" water line run for a sprinkler system and a 3" or 4" water line for domestic water supply under SW Thomas Street to supply water to the new gymnasium being built at Mound Elementary (hereinafter referred to as "the project;" and

WHEREAS, the City has an interest in ensuring that SW Thomas Street is properly repaired following the construction: BISDBISDBISDBISDBISDBISD NOW, THEREFORE, the City and BISD, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

- a. BISD will complete the project at no cost to the City.
- b. BISD shall employ the BISD's own engineer to prepare the plans specifications for the project, and all engineering work shall comply with the requirements of the City's Subdivision Ordinance and Design Standards Manual. BISD's engineer shall be a civil engineer licensed to practice in Texas. All plans and specifications prepared by BISD's engineer must be released for construction in writing by the City Engineer of the City before construction begins.
- c. BISD shall complete the project in accordance with the plans and specifications prepared by BISD's engineer and released for construction by the City Engineer, and the procedures, specifications and standards contained in the Subdivision Ordinance and Design Standards Manual of the City. In general, the construction shall follow provisions of the "Standard Specifications for Public Works Construction, North Central Texas," as amended, published by the North Central Texas Council of Governments, except however, when specific circumstances dictate additional requirements, it shall be the responsibility of BISD's engineer to provide the necessary details for construction acceptable to the City Engineer. The

- "Standard Specifications for Public Works Construction, North Central Texas," as amended, are incorporated in this Contract by reference and made a part hereof, and BISD may obtain a copy from the North Central Texas Council of Governments. BISD shall perform all work in a good and workmanlike manner and to the satisfaction of the City Engineer.
- d. BISD shall meet the City's requirements for all work to be performed by persons that are licensed and bonded, and shall provide a financial statement, demonstrate experience, and utilize equipment acceptable to the City.
- e. The City shall not unreasonably withhold approval of the project's plans and will timely issue all necessary permits for completion of the project.
- g. To the extent permitted by law, BISD agrees to, and by these presents does hereby, fully indemnify, hold harmless, and defend the City, its officers, agents and employees, from all suits, actions or claims of any character, whether real or asserted, brought for or on account of any injuries or damages sustained by any persons (including death) or to any property, resulting from or in connection with the construction, design, performance or completion of any work to be performed by BISD, its contractors, subcontractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work, on account of any act, intentional or otherwise, neglect or misconduct of said BISD, its contractors, subcontractors, officers, agents, or employees, whether or not such injuries, death or damages are caused, in whole or in part, by the alleged negligence of the City of Burleson, its officers, agents, servants or employees.
- h. Release of the plans and specifications for construction by the City Engineer or other City employee(s) of any plans, designs or specifications submitted by BISD pursuant to this Contract shall not constitute or be deemed to be an assumption of the responsibility and liability of BISD for the competency of BISD's design and work, it being the intent of the parties that release of the plans and specifications by the City Engineer or other City employee(s) signifies the City's acceptance of only the general design concept of the work. In this connection, and to the extent permitted by law, BISD shall indemnify and hold harmless the City, its officers, agents, servants and employees from any loss, damage, liability claim, obligation, penalty, charge, cost or expense including property damage, personal injury or death, to any and all persons, which may arise out of any defect, deficiency or negligence of the Engineer's design and specifications incorporated into any of the project constructed in accordance therewith, whether or not such loss, damage, liability, claim, obligation, penalty, charge, cost or expense is caused in whole

or in part by the alleged negligence of the City, its officers, agents, servants or employees, and to the extent permitted by law, BISD shall defend at its own expense any suits or other proceedings brought against the City, its officers agents, servants or employees or any of them, on account thereof, and shall pay all expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) and satisfy all judgments which may be incurred by or rendered against them in connection therewith.

- i. BISD represents that, itmaintainsadequate insurance to cover the construction of this project.
- j. Upon completion of the Community Facilities and issuance of a Letter of Acceptance by the City, the Community Facilities shall become the property of the City free and clear of all liens, claims, charges or encumbrances of any kind.
- k. The parties understand and agree that the City has no obligation to participate or contribute to the cost of designing or constructing the Community Facilities, nor shall the City be liable for any portion of the costs incurred by the Developer, or the Developer's officers, agents, employees, contractors or subcontractors for the design and construction of the Community Facilities, unless a separate agreement is executed by the City and the Developer concerning such participation by the City.

2. Covenants of the City

Upon proper completion of the Community Facilities, the City agrees to accept the Community Facilities by a written Letter of Acceptance. It is understood and agreed that the City shall have no liability or responsibility for the Community Facilities until a Letter of Acceptance is issued.

3. Miscellaneous

a. Compliance with Laws.

BISD hereby agrees to comply with all federal, state and local laws and ordinances that are applicable to development of the Subdivision.

b. Venue and Governing Law

Venue of any action brought hereunder shall be in Johnson County, Texas. The terms and provisions of this Contract shall be construed in accordance with the laws of the State of Texas.

c. Assignment

Neither this Contract nor any part hereof or any interest herein shall be assigned by BISD without the express written consent of the City Manager of the City, which consent shall not be unreasonably withheld.

d. Waiver

BISD expressly acknowledges that by entering into this Contract, BISD, its successors, heirs, assigns, vendors, grantees, trustees, and/or representatives shall never construe this Contract as waiving any of the requirements of the Zoning Ordinance, Subdivision Ordinance, Design Standards Manual, the Standard Specifications or any other ordinance of the City.

e. Amendments

This Contract may be amended only by a written instrument signed by BISD and the City.

h. Severability

If any of the terms, sections subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

IN WITNESS WHEREOF, each of the parties has executed this Contract by its undersigned duly authorized representative as of the date first written above.

RISD:
BY:(print)
SIGNATURE:
TITLE:
DATE:
ADDRESS:
THE CITY OF BURLESON:
BY:CITY MANAGER
141 West Renfro Street Burleson, Texas 76028

STATE OF TEXAS § S COUNTY OF JOHNSON §	CITY
COUNTY OF JOHNSON §	<u>011 1</u>
This instrument was acknowledged b, 20, by	
City of Burleson, Texas, a municipality, on	behalf of said municipality.
[SEAL]	
Notary Public in and for the State of Texas	
Type or Print Notary's Name	-
My Commission Expires:	
THE STATE OF TEXAS § S COUNTY OF JOHNSON §	<u>BISD</u>
Before me, known to me [o	or proved to me on the oath of
, or through	on whose name is subscribed to the me that he executed the same for the
Given under my hand and seal of office, th	is day of, 20
[SEAL]	
Notary Public in and for the State of Texas	-
Type or Print Notary's Name	_
My Commission Expires:	

COMMUNITY FACILITIES CONTRACT CITY OF BURLESON

	CITY C	OF BURLESON	
STATE OF TEXAS	§	(Utilities and Paving)	
COUNTIES OF TARRA PROJECT NAME: BIS Elementary 2025-07 AND JOHNSON	U	CONTRACT NO.: 20	
by and between the CI the "City"), and (hereinafter referred to	TY OF BURL as the "Developer is	the owner of land which has been platted as	
		oneeds to the City of Burleson, Johnson	Formatted: Font: Not Bold
		sprinkler system and a 3" or Tarrant County ereinafter referred4" water line for domestic	Formatted: Font color: Custom Color(RGB(34,34,34)), Pattern: Clear (White)
		eet to as the "Subdivision"); and	Formatted: Font color: Custom Color(RGB(34,34,34)), Pattern: Clear (White)
		requiredsupply water to install certain public htractthe new gymnasium being built at Mound	Formatted: Font color: Custom Color(RGB(34,34,34)), Pattern: Clear (White)
Elementary (hereinafter in the Subdivision; "the p	referred to a	as the "Community Facilities") to serve the lots	Formatted: Font color: Custom Color(RGB(34,34,34)), Pattern: Clear (White)
·			Formatted: Font color: Custom Color(RGB(34,34,34)), Pattern: Clear (White)
——WHEREAS, the Developer's cost; and	Developer el	lects to make the Community Facilities at the	Formatted: Font color: Custom Color(RGB(34,34,34)), Pattern: Clear (White)
in ensuring that the C constructed in accordance to Developer, because the	community France with C ney will bec	oper recognizes that the City has an interest- acilities are SW Thomas Street is properly city specifications and are paid for by the ome public property upon completion and following the construction;	Formatted: Indent: First line: 0.5"

Page 1 of 17

WHEREAS, this Contract shall operate as a covenant running with the land and shall be binding upon the Developer and its successors, heirs, representatives, grantees, trustees, officers, agents, servants, employees and

assigns;

<u>BISDBISDBISDBISDBISDBISDBISD</u> NOW, THEREFORE, the City and the <u>DeveloperBISD</u>, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

1. Covenants of a. BISD will complete the Developer.

- a. The Developer shall install the Community Facilities for the Subdivisionproject at no cost to the City. The Community Facilities shall include the items shown on the construction plans and specifications as released for construction by the City.
- b. The DeveloperBISD shall employ the Developer'sBISD's own engineer to prepare the plans and specifications for the Community Facilities project, and all engineering work shall comply with the requirements of the City's Subdivision Ordinance and Design Standards Manual. The Developer'sBISD's engineer shall be a civil engineer licensed to practice in Texas. All plans and specifications prepared by the Developer'sBISD's engineer must be released for construction in writing by the City Engineer of the City before the construction contract for the Community Facilities is entered begins.
- c. The DeveloperBISD shall construct and install complete the Community Facilities project in accordance with the plans and specifications prepared by the Developer's BISD's engineer and released for construction by the City Engineer, and the procedures, specifications and standards contained in the Subdivision Ordinance and Design Standards Manual of the City. In general, the construction shall follow provisions of the "Standard Specifications for Public Works Construction, North Central Texas," as amended, published by the North Central Texas Council of Governments, except however, when specific circumstances dictate additional requirements, it shall be the responsibility of the Developer's BISD's engineer to provide the necessary details for construction acceptable to the City Engineer. The "Standard Specifications for Public Works Construction, North Central Texas," as amended, are incorporated in this Contract by reference and made a part hereof, and the DeveloperBISD may obtain a copy from the North Central Texas Council of Governments. The DeveloperBISD shall perform all work in a good and workmanlike manner and to the satisfaction of the City Engineer.
- d. The <u>DeveloperBISD</u> shall meet the City's requirements for all work to be performed by persons that are licensed and bonded, and shall provide a financial statement, demonstrate experience, and utilize equipment acceptable to the City.
- e. Before commencing construction, the Developer shall deliver to the City Engineer a signed copy of the contract for construction of the Community

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Facilities. It is agreed that the City has an interest in the proper performance of the construction contract and may bring suit for failure to comply with the plans and specifications. The Developer shall provide the City with access to the project for the purpose of inspection of the installation of the Community Facilities. The City shall not unreasonably withhold approval of the project's plans and will timely issue all necessary permits for completion of the project.

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- g. f. Prior to initiating any construction of <u>To</u> the Community Facilities, the Developer shall provide the City with one original and one copy of the following construction bonds, which shall name the City as beneficiary:
 - 1) <u>Performance Bond.</u> If the contract for construction of the Community Facilities is for an amount in excess of Twenty-Five Thousand Dollars (\$25,000), a good and sufficient Performance Bond in an amount equal to 100 percent of the total contract price, guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the City against any improper execution of the work or the use of inferior materials. The Performance Bond be made in favor of the City and shall guarantee completion of the Community Facilities within two years of execution of this Contract.
 - 2) Payment Bond. If the construction contract for construction of the Community Facilities is for an amount in excess of Twenty Five Thousand Dollars (\$25,000), a good and sufficient Payment Bond in an amount equal to one hundred percent of the total contract price of the construction contract, guaranteeing payment for all labor, materials and equipment used in construction of the Community Facilities. The Payment Bond shall be made in favor of the City and all persons, firms or corporations who may furnish materials for or perform labor upon the Community Facilities hereunder.
 - 3) Maintenance Bond. A good and sufficient Maintenance Bond in an amount equal to 100 percent of the total cost of the Community Facilities (including all change orders) guaranteeing the maintenance in good condition of the Community Facilities for a period of two years from and after the date that a Letter of Acceptance is issuedextent permitted by the City indicating that the Community Facilities have been completed by the Developer and accepted by the City. The Maintenance Bond shall be made in favor of the City.
 - In the alternative, the Developer may furnish a cash deposit, or certificate of deposit as security. Such forms of security shall be held by the City for a

period of two years or until any deficiencies identified at the expiration of the two-year maintenance period are corrected, whichever occurs last.

Each bond shall be in a form acceptable to the City and shall be written by a surety company duly authorized to do business in the State of Texas, provided that the Mayor shall have the right to reject any surety company for any work under this Contract.

Bonds from the Developer's prime contractor(s) or other entityacceptable to the City, may be accepted in lieu of Developer's obligations
specified above, at the discretion of the City Manager or the City Manager's
designee.law, BISD agrees

- hereby, fully indemnify, hold harmless, and defend the City, its officers, agents and employees, from all suits, actions or claims of any character, whether real or asserted, brought for or on account of any injuries or damages sustained by any persons (including death) or to any property, resulting from or in connection with the construction, design, performance or completion of any work to be performed by the DeveloperBISD, its contractors, subcontractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work, on account of any act, intentional or otherwise, neglect or misconduct of said DeveloperBISD, its contractors, subcontractors, officers, agents, or employees, whether or not such injuries, death or damages are caused, in whole or in part, by the alleged negligence of the City of Burleson, its officers, agents, servants or employees.
- h. Release of the plans and specifications for construction by the City Engineer or other City employee(s) of any plans, designs or specifications submitted by the DeveloperBISD pursuant to this Contract shall not constitute or be deemed to be an assumption of the responsibility and liability of the DeveloperBISD for the competency of the Developer's BISD's design and specifications for the Community Facilities work, it being the intent of the parties that release of the plans and specifications by the City Engineer or other City employee(s) signifies the City's acceptance of only the general design concept of the Community Facilities to be constructed work. In this connection, and to the Developerextent permitted by law, BISD shall indemnify and hold harmless the City, its officers, agents, servants and employees from any loss, damage, liability claim, obligation, penalty, charge, cost or expense including property damage, personal injury or death, to any and all persons, which may arise out of any defect, deficiency or negligence of the Engineer's design and specifications incorporated into anv of the Community Facilities project constructed in accordance therewith, whether or not

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such loss, damage, liability, claim, obligation, penalty, charge, cost or expense is caused in whole or in part by the alleged negligence of the City, its officers, agents, servants or employees, and the Developerto the extent permitted by law, BISD shall defend at its own expense any suits or other proceedings brought against the City, its officers agents, servants or employees or any of them, on account thereof, and shall pay all expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) and satisfy all judgments which may be incurred by or rendered against them in connection therewith.

i. The Developer shall, at his own expense, purchase, maintain and keep in force during the term of this Contract the insurance set forth below. The Developer shall not commence work on the Community Facilities until the Developer has obtained all the insurance required under this Contract and such insurance has been approved by the City, nor shall the Developer allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers Compensation Statutory Limit

Employers Liability \$100,000 Each Occurrence
\$500,000Disease Each Employee

Liability Insurance

Commercial General Liability \$500,000 Combined Single Limit (No standard coverages are to be excluded by endorsement)

Automobile Liability Insurance

Commercial Auto Liability Policy \$500,000 Combined Single Limit (including coverage for owned, hired and non-owned autos)

Umbrella Liability

(Following Form and Drop Down \$1,000,000 Each Occurrence Provisions included)

It is agreed by all parties to this Contract that the insurance required under this Contract shall:

1) Be written with the City of Burleson as an additional insured.

- Provide for thirty (30) days written notice to the City of cancellation or material change in coverage.
- 3) Be written through companies duly authorized to write the particular class of insurance in the State of Texas.
- 4) Waive subrogation rights for loss or damage so that insureds have no right to recovery or subrogation against the City of Burleson, it being the intention of this Contract that the required insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies.
- 5) Provide a certificate of insurance evidencing the required coverages to:



Insurance policies from the Developer's prime contractor(s) or other entity acceptable to the City, may be accepted in lieu of Developer's obligations specified above, at the discretion of the City Manager or the City Manager's designee. Any such policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements described in this contract.

- j. During construction of the Subdivision and after the streets have been installed, the Developer agrees to keep the streets free from collection of soil. The Developer agrees to use soil control measures such as hay bales, silt screening, hydromulch, or other applicable measures to prevent soil erosion. It will be the Developer's responsibility to present to the City Engineer a storm water pollution prevention plan that will be implemented for the Subdivision. When, in the opinion of the City Engineer, there is sufficient soil collected on the streets or other drainage areas and notification has been given to the Developer, the Developer will have 24 hours to clear the soil from the streets or affected areas. If the Developer does not remove the soil from the streets or other areas within 24 hours, the City may cause the soil to be removed either by contract or City forces and place the soil within the subdivision at the developer's expense. All expenses must be paid to the City prior to the issuance of a Letter of Acceptance for the Community Facilities.
- k. The Community Facilities shall be completed within two (2) years from the effective date of this contract.

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Page 6 of 17

- BISD represents that, itmaintainsadequate insurance to cover the construction of this project.
- j. Upon completion of the Community Facilities and issuance of a Letter of Acceptance by the City, the Community Facilities shall become the property of the City free and clear of all liens, claims, charges or encumbrances of any kind.
- mk. The parties understand and agree that the City has no obligation to participate or contribute to the cost of designing or constructing the Community Facilities, nor shall the City be liable for any portion of the costs incurred by the Developer, or the Developer's officers, agents, employees, contractors or subcontractors for the design and construction of the Community Facilities, unless a separate agreement is executed by the City and the Developer concerning such participation by the City.

2. Covenants of the City

Upon proper completion of the Community Facilities, the City agrees to accept the Community Facilities by a written Letter of Acceptance. It is understood and agreed that the City shall have no liability or responsibility for the Community Facilities until a Letter of Acceptance is issued.

3. Miscellaneous

a. Compliance with Laws.

The Developer BISD hereby agrees to comply with all federal, state and local laws and ordinances that are applicable to development of the Subdivision.

b. Venue and Governing Law

Venue of any action brought hereunder shall be in Johnson County, Texas. The terms and provisions of this Contract shall be construed in accordance with the laws of the State of Texas.

c. Assignment

Neither this Contract nor any part hereof or any interest herein shall be assigned by the DeveloperBISD without the express written consent of the City Manager of the City, which consent shall not be unreasonably withheld.

d. Waiver

The DeveloperBISD expressly acknowledgeacknowledges that by entering into this Contract, the DeveloperBISD, its successors, heirs, assigns, vendors, grantees, trustees, and/or representatives shall never construe this Contract as waiving any of the requirements of the Zoning Ordinance,

Subdivision Ordinance, Design Standards Manual, the Standard Specifications or any other ordinance of the City.

e. Amendments

This Contract may be amended only by a written instrument signed by the DeveloperBISD and the City.

f. Liens and Assessments

If the Developer fails to comply with any of the provisions of this Contract, the City shall be authorized to cease issuance of any certificates of occupancy or building permits on property in the Subdivision owned by the Developer. Should the Developer fail to complete construction of the Community Facilities, in addition to any other remedy authorized by this Contract or by law, the City shall be authorized to complete such construction and file a mechanic's lien against the Developer's property in the Subdivision, or in the alternative, to levy an assessment—against—the Developer's property for public improvements in accordance with state law.

g. Continuity

This Contract shall be a covenant running with the land and shall be binding upon the Developer, its successors in title, heirs, assigns, grantees, trustees, and/or representatives.

h. Severability

If any of the terms, sections subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

IN WITNESS WHEREOF, each of the parties has executed this Contract by its undersigned duly authorized representative as of the date first written above.

DEVELOPER/COMPANY NAME:	
BISD:	
BY:(print)	
SIGNATURE:	
TITLE:	
DATE:	

Page 8 of 17

ADDRESS:
THE CITY OF BURLESON:
BY:

141 West Renfro Street Burleson, Texas 76028

STATE OF TEXAS § SCITY COUNTY OF JOHNSON §
his instrument was acknowledged before me on the day of, 20, by, City Manager of the
City of Burleson, Texas, a municipality, on behalf of said municipality.
SEAL]
lotary Public in and for the State of Texas
ype or Print Notary's Name
My Commission Expires:
THE STATE OF TEXAS \$ SCOUNTY OF JOHNSON \$
defore me, on this day personally appeared, known to me [or proved to me on the oath of, or through (description of identity ard or other document)] to be the person whose name is subscribed to the person ginstrument and acknowledged to me that he executed the same for the surposes and consideration therein expressed.
Siven under my hand and seal of office, this day of, 20
SEAL]
lotary Public in and for the State of Texas
ype or Print Notary's Name
/ly Commission Expires:

Page 10 of 17

THE STATE OF TEXAS §	Maintenance Bond
COUNTY OF§	
KNOW ALL MEN BY THESE PRESENTS:	
THAT	of County, Texas
hereinafter referred to as "DEVELOPER", and	, a corporation organized
undon tho lawe of the state of the control of the 	and addition 200 to do business it
the State of Texas, hereinafter referred to as "SU	
a municipal corporation located in Johnson Cour	and the CITY OF BURLESON, TEXAS
a municipal corporation located in Johnson Cour the penal sum of	DOLLARS(\$), lawful money
of the United States, to be paid in Burleson, Joh	
sum well and truly to be made, we bind oursel	
successors, jointly and severally; and firmly by th	
such that.	iooo procente, the condition of the congation is
WHEREAS, DEVELOPER entered into a certair	n contract with dated the
day of . 20 in the	proper performance of which the CITY OF
day of, 20 in the BURLESON has an interest, a copy of which is a	attached hereto and made a part hereof, for the
construction of:	
; N	OW THEREFORE,
to be done and performed for a period of two (2) necessary backfilling that may arise on account and do and perform all necessary work and reparising from the improper joining of same, or on a DEVELOPER in laying or building same, or on a laid or constructed by said DEVELOPER, or on a being understood that the purpose of this section reason of defective materials, work or labor performance and the section of	of sunken conditions in ditches, or otherwise pair any defective condition growing out of ouccount of any breaking of same caused by said coount of any defect arising in any of said work account of improper excavation or backfilling, in is to cover all defective conditions arising by a said DEVELOPER, then this obligation and effect; and in case said DEVELOPER shall work and supply such materials and charge the on this obligation, and said DEVELOPER and damages mentioned in said contract for each of said provisions of said contract.
Provided, further, that if any legal Johnson County, Texas.	action is filed on this Bond, venue shall lie ir
And, that said SURETY, for value of the change, extension of time, alteration or addition performed thereunder, or the plans, specification any way affect its obligation on this Bond; and it extension of time, alteration or addition to the term thereunder.	ns, drawings, etc. accompanying same shall ir does hereby waive notice of any such change

Page 11 of 17

as the resident agent in either Jo	nd designated agent is hereby designated by SURETY herein hoson or Tarrant Counties to whom any requisite notice may rice of process may be had in matters arising out of such
IN WITNESS WHEREOF, this insi 20	trument is executed on this the day of,
WITNESS	DEVELOPER
Signature	Signature
Typed/Printed Name	Typed/Printed Name
Address	Address
WITNESS	SURETY
Signature	Signature
Typed/Printed Name	Typed/Printed Name
Address	Address
The Resident Agent of the SURE notice and service of process is:	TY in either Johnson or Tarrant County, Texas, for delivery of
NAME	
ADDRESS	

NOTE: Date of Bond must NOT be prior to date of contract.

Page 12 of 17

THE STATE OF TEXAS S			
Performance Bond			
COUNTY OF S			
KNOW ALL MEN BY THESE PRESENTS:			
THAT	of	County,	Texas,
hereinafter referred to as "DEVELOPER", and		,	a
corporation organized under the laws of the State of	ar	nd authorized	to do
business in the State of Texas, hereinafter referred to		re held and firm	
BURLESON, TEXAS, a municipal corporation locate			
referred to as "CITY" in the penal sum of		DOL	LADC
(\$) lawful money of the United States, to be	paid in Burleson,	Johnson Count	v. Texas.
(\$) lawful money of the United States, to be for the payment of which sum well and truly to be mad	e, we bind oursel	ves, our heirs, e	xecutors,
administrators, and successors, jointly and severally;	and firmly by thes	e presents, the	condition
of this obligation is such that,			
WHEREAS. DEVELOPER entered into a certain c	ontract with		
, dated the day	of	, 20 . In th	e proper
performance of which the CITY OF BURLESON has	s an interest, a c o	opy of which is	attached
hereto and made a part hereof, for the construction o	f :		
-			
; N	OW THEREFOR	E ,	
If DEVELOPER shall well, truly and faithfully per covenants, terms, conditions and agreements of sa specifications and contract documents during the othereof which may be granted with or without notice guaranty required under the contract, and shall also covenants, terms, conditions and agreements of any contract that may hereafter be made, notice of which waived, then this obligation shall be void, otherwise to said DEVELOPER shall fail to do so, it is agreed that materials and charge the same against said DEVELO said DEVELOPER and SURETY hereon shall be subtine said contract for each days' failure on its part to consaid contract.	id contract in accoriginal term their eto SURETY, are to well and truly record and authorized modifications to remain in full force to CITY may do sapper and SURET and sure and	cordance with the eof, and any one during the limited modification of SURETY being the and effect; and effect; and work and sufferty on this obligated damages metal.	ne plans, extension fe of any fill all the is of said g hereby d in case oply such ation, and rentioned
Provided, further, that if any legal action is filed on this Texas.	s Bond, venue sh	all lie in Johnsor	r County,
This Bond is executed pursuant to the provisions of C the same may be amended from time to time, and all- in accordance with the provisions of said Chapter to that length herein.	liabilities on this E	Sond shall be de	termined

Page 13 of 17

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alternation or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.			
	by designated by SURETY herein as the resident whom any requisite notice may be delivered and atters arising out of such suretyship.		
IN WITNESS WHEREOF, this instrument is ex	ecuted on this the day of,		
WITNESS	DEVELOPER		
Signature	- Signature		
Typed/Printed Name	Typed/Printed Name		
Address	Address		
WITNESS	SURETY		
Signature	-Signature		
Typed/Printed Name	Typed/Printed Name		
Address	Address		
The Resident Agent of the SURETY in either anotice and service of process is:	Johnson or Tarrant County, Texas, for delivery of		
NAME			
ADDRESS			

Page 14 of 17

THE STATE OF TEXAS

Payment Bond			
COUNTY OFS			
KNOW ALL MEN BY THESE PRESENTS:			
THAT	of	County.	Texas
hereinafter referred to as "DEVELOPER". and		Oounty,	TOXUG
corporation organized under the laws of the State	te of	and authorized	to do
business in the State of Texas, hereinafter refer		. are held and firm	nlv bound
unto		and the CI	•
BURLESON, TEXAS, a municipal corporation	located in Johnson	County, Texas, he	ereinafte
referred to as "CITY", in the penal sum of			LARS
(\$), lawful money of the United S	States, to be paid in I	Burleson, Johnsor	County
Texas, for the payment of which sum well and			
executors, administrators, and successors, join	tly and severally; an	d firmly by these	presents
the condition of this obligation is such that,			
WHEREAS, DEVELOPER entered into a certa	nin contract with		
, dated the	day of	, 20 in th	e prope
performance of which the CITY OF BURLESO		copy of which is	attached
hereto and made a part hereof, for the construct	tion of:		
	: NOW THEREFO	IDE	
	, NOVV THEREFU	INE,	
If DEVELOPER shall well, truly and faithfully ne	form its duties and n	nake prompt paym	ent to a

If DEVELOPER shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain n full force and effect.

Provided, further that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

This Bond is executed pursuant to the provisions of Chapter 2253 of the Government Code, as the same may be amended from time to time, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alternation or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

1	
	agent is hereby designated by SURETY herein as the resident
	Counties to whom any requisite notice may be delivered and
on whom service of process may b	pe had in matters arising out of such suretyship.
	rument is executed on this the day of,
20	
WITNESS	DEVELOPER
Signature	——————————————————————————————————————
Typed/Printed Name	T 1/D: (1N)
Typed/Printed Name	Typed/Printed Name
Address	Address
WITNESS	SURETY
Signature	Signature
Typed/Printed Name	Turned/Drinted Name
i ypea/Printed Name	
Address	Address
The Resident Agent of the SURET	'Y in either Johnson or Tarrant County, Texas, for delivery of
notice and service of process is:	This old of the state of the st
NAME	
NAME	
ADDRESS	

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Date:	
SWPPP POST-CONSTRUCTION MAINTENANCE PLAN	
Upon completion and final acceptance of a project, the Operator responsible for inlet protection will be required to maintain all necessary devices installed until such time as devices are no longer needed.	
City personnel will notify the Operator when the inlet protection is no longer required. It will be the Operator's responsibility to remove and discard any unnecessary devices in a satisfactory method.	
PROJECT:	
OPERATOR:	
(Name printed)	
By:	
(Signature)	
(Signer's name printed)	
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City Council Regular Meeting

DEPARTMENT: Human Resources

FROM: Cheryl Marthiljohni, Director of Human Resources

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a resolution accepting the current 70% Cost of Living Adjustment (COLA) with the retroactive calculation for the city's Texas Municipal Retirement System (TMRS) plan provision. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*)

SUMMARY:

An attractive element of the City of Burleson's overall benefit package is the Texas Municipal Retirement System (TMRS) retirement plan. As a TMRS Member, employees can qualify to receive a monthly retirement benefit for life and possibly the life of any beneficiary.

A COLA is a cost-of-living adjustment that increases a retiree's or beneficiary's monthly benefit to help offset inflation. TMRS uses the Consumer Price Index (CPI) to measure inflation.

TMRS cities can provide a COLA that is 30%, 50%, or 70% of the change in the CPI. The City of Burleson provides a retroactive COLA for retirees at 70% of the Consumer Price Index (CPI).

Effective May 27, 2023, the Texas Legislature amended the TMRS Act to provide participating cities with a new repeating COLA option. Currently, a COLA must be calculated retroactively by looking back to the cumulative change in the Consumer Price Index (CPI) since each retiree's retirement date. The new non-retroactive repeating COLA option eliminates the retroactive calculation by only looking back to the change in the CPI for the one-year period that ends 12 months before the COLA's effective date (the "New COLA Option").

In almost every case, the New COLA Option will be slightly less expensive for a city than a repeating COLA calculated retroactively. While the impact of the New COLA Option on each retiree depends on many factors, no retiree's current monthly benefit will be reduced.

City staff met with employees and retirees to gather feedback on whether the city should maintain its current 70% COLA with the retroactive calculation or accept the new 70% COLA, with the non-retroactive calculation. Staff met with representatives from the Police and Fire Employee Associations, the Employee Benefits Committee, and City of Burleson Retirees. Staff received unanimous feedback to maintain the current 70% retroactive calculation.

On May 27, 2025, the City Council confirmed the direction to maintain the city's current retroactive calculation as included in the current city's Texas Municipal Retirement System (TMRS) plan provisions, essentially making no new changes.

RECOMMENDATION:

Not applicable

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

Reviewed with Finance Committee on March 5, 2025, and May 7, 2025.

Reviewed with City Council on May 27, 2025.

REFERENCE:

Not applicable

FISCAL IMPACT:

Not applicable

STAFF CONTACT:

Cheryl Marthiljohni Director of Human Resources <u>cmarthiljohni@burlesontx.com</u> 817-426-9641



Human Resources Texas Municipal Retirement System (TMRS)

Cheryl Marthiljohni, Director of Human Resources City Council Meeting – June 16, 2025

Texas Municipal Retirement System



City's Mandatory Retirement Plan

- Employees become a TMRS Member as soon as they begin working in a position with a TMRS city that normally requires 1,000 hours per year.
- As a TMRS Member, employees can qualify to receive a monthly retirement benefit for life and possibly the life of any beneficiary.
- Employees contribute a percentage (5%, 6%, 7%) of your paycheck to TMRS. The percentage is selected by the city and employees cannot change that percentage.
- Employee contributions are deposited into an employees TMRS account.
- City matches employee's account balance when they retire at your city's matching contribution rate (1:1, 1.5:1, 2:1).
- Employees earn a month of service credit for each month that they work for a TMRS participating city.
- Once the employee has received enough service credit, they become eligible to receive a TMRS lifetime monthly benefit at retirement.
- To be eligible to receive a TMRS monthly benefit for life, the employee must:
 - be at least 60 years old and have at least five years of service credit OR
 - have at least 20 years of service credit, regardless of the age

Burleson's TMRS Plan



7% Employee Deposit Rate (Mandatory)

2:1 City Match

Vested after 5 years of service

Updated Service Credit (USC) Rate 100%

Updated Service Credit (USC) Transfer

Retro Cost of Living Allowance (COLA) for Retirees at 70% of CPI*

Military Service Credit

Restricted Prior Service Credit

Supplemental Death benefit for employees and retirees

An attractive element of our overall benefit package is our TMRS retirement plan.

The City of Burleson has elected the maximum options for our plan design to be able to attract and retain employees.

*The Retro COLA is the only option in our current plan that we are reviewing – all other elections remain the same



New Non-Retroactive Cost of Living Adjustment (COLA) Option

What Is a COLA?



- A COLA is a cost-of-living adjustment that increases a retiree's or beneficiary's monthly benefit to help offset inflation
- The Consumer Price Index (CPI) is used to measure inflation
- TMRS cities can provide a COLA that is 30%, 50%, or 70% of the change in the CPI.

2025 Plan Change Study – Non-Retro COLA

TMRS Comparison of Alternate Plan Design(s)

FOR CITIES

2025 Rates • Burleson

February 12, 2025

Plan Provisions	Current	Option 1
Employee Contribution Rate	7%	7%
City Matching Ratio	2 to 1	2 to 1
Updated Service Credit (USC)	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes
COLA	70% (Repeating)	70% (Repeating)
Retroactive COLA	Yes	No
Retirement Eligibility Any Age	20 years	20 years
Vesting	5 years	5 years
Supplemental Death Benefit	Actives + Retirees	Actives + Retirees
Contribution Rates	2025	2025
Normal Cost Rate	11.94%	11.76%
Prior Service Rate	5.85%	<u>5.52%</u>
Retirement Rate	17.79%	17.28%
Supplemental Death Rate	0.19%	0.19%
Total Contribution Rate	17.98%	17.47%
Unfunded Actuarial Liability	\$27,862,777	\$26,251,030
Funded Ratio	82.3%	83.1%
Benefit Increase Amortization Period	20 years	20 years

^{*} As of the December 31, 2023 valuation date, there were 101 employees with service in other TMRS cities eligible for transfer USC.

New Repeating COLA Option Available for Cities



- Effective May 27, 2023, the Texas Legislature amended the TMRS Act to provide participating cities with a new repeating COLA option.
- Currently, a COLA must be calculated retroactively by looking back to the cumulative change in the Consumer Price Index (CPI) since
 each retiree's retirement date, commonly called the "catchup."
- The new non-retroactive repeating COLA option eliminates the retroactive calculation by only looking back to the change in the CPI for the one-year period that ends 12 months before the COLA's effective date (the "New COLA Option").
- This new COLA option was established to give cities that did not have a COLA but wished to offer one to retirees a financial means to do so by calculating a one-year period versus the retroactive COLA calculation.
- In almost every case, the New COLA Option will be slightly less expensive for a city than a repeating COLA calculated retroactively.
- While the impact of the New COLA Option on each retiree depends on many factors, no retiree's current monthly benefit will be reduced.
- The city still must advance fund all COLAs for both current and future retirees.
- A city does not have to adopt the New COLA Option. All current repeating or ad hoc COLA options with the retroactive calculation are still in place

Key Provisions - New Repeating COLA Option Available for Cities



- To adopt the New COLA Option, a city must pass an ordinance and provide it to TMRS by December 31 for a January 1
 effective date.
- Adopting the New COLA Option replaces any previous COLA and remains in effect until the city adopts any ordinance impacting COLAs.
- Because the New COLA Option is calculated based on the CPI during the year that ends 12 months before the COLA's effective date, each retiree will receive the same percentage increase to their monthly benefit.
- Cities can only use the New COLA Option to maintain or increase their COLA CPI percentage; they cannot decrease it.
- Cities that have a 70% retroactive repeating COLA as of January 1, 2023, can pass a new ordinance to maintain the 70% COLA with the non-retroactive calculation.
- The non-retroactive repeating 70% COLA will be slightly less expensive than the retroactive repeating 70% COLA.
- Future legislation being considered that may make this a "permanent" option for cities to consider.

Example:

- Employee retires in 2024
- \$2,500 Monthly Benefit
- Assumes CPI grows at 2.5% after 2024
- As a repeating COLA city, COLA is applied each year

	2027	2046	2059
Retro 70%	\$2,596	\$3,700	\$4,817
Non-Retro 70%	\$2,595	\$3,608	\$4,521
DELTA	\$1	\$92	\$296

Benefit continues to increase; however, the Non-Retro COLA calculation decreases the amount of the COLA increase

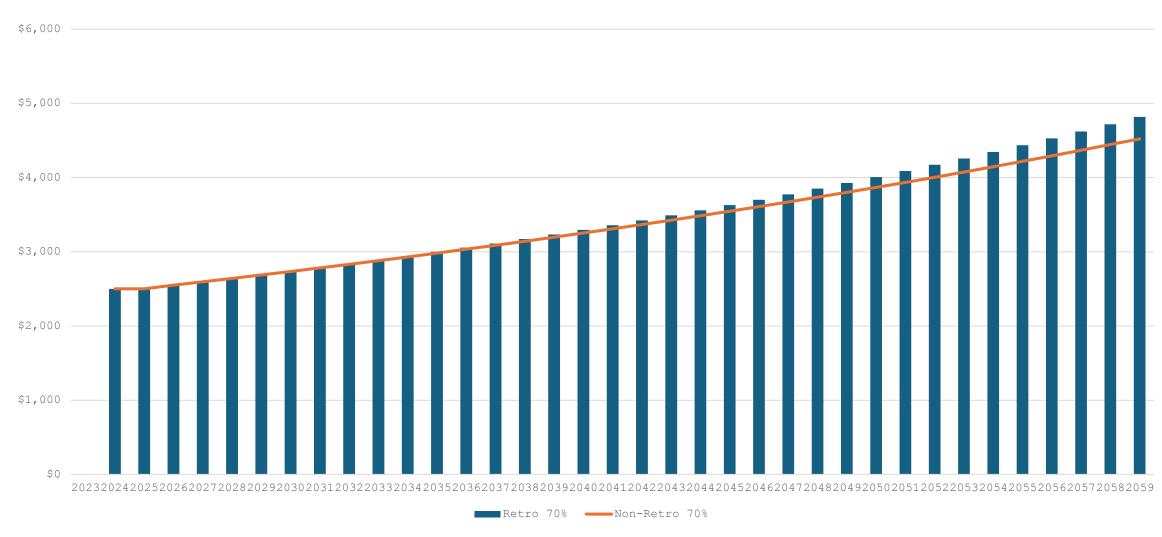
Retro Vs. Non-Retro Projected Benefits

Retire in 2024 with \$2,500 Monthly Benefit

Year Dec CPI-U* Retro Increase Retro Non-Retro Non-Retro \$ Year Dec CPI-U* 70% Retro 70% Difference 2023 306.746 2 500 - - 2024 315.605 2,500 0.00% 2,500 0.00% - 2025 323.495 2,500 0.00% 2,551 2.02% - 2027 339.872 2,596 1.76% 2,595 1.75% 0 2028 348.369 2,642 1.78% 2,681 1.75% 1 2030 366.005 2,737 1.80% 2,782 1.75% 4 2031 375.155 2,787 1.82% 2,782 1.75% 4 2032 384.534 2,838 1.83% 2,830 1.75% 4 2033 394.147 2,890 1.84% 2,880 1.75% 10 2034 404.001 2,944 1.85%			o o michigh	<i>J</i> 202102110		%	
Year Dec CPI-U* 70% Retro 70% Retro Difference 2023 306.746 2024 315.605 2,500 2,500 - - 2025 323.495 2,500 0.00% 2,501 0.00% - 2026 331.582 2,551 2.02% 2,551 2.02% - 2027 339.872 2,596 1.76% 2,595 1.75% 0 2028 348.369 2,642 1.78% 2,641 1.75% 1 2029 357.078 2,689 1.79% 2,687 1.75% 2 2030 366.005 2,737 1.80% 2,782 1.75% 4 2031 375.155 2,787 1.82% 2,782 1.75% 5 2032 384.534 2,838 1.83% 2,830 1.75% 8 2033 394.147 2,890 1.84% 2,800 1.75% 10 2034 404.001				%	Non-		
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2025 323.495 2,500 0.00% 2,500 0.00% - 2026 331.582 2,551 2.02% 2,551 2.02% - 2027 339.872 2,596 1.76% 2,595 1.75% 0 2028 348.369 2,642 1.78% 2,641 1.75% 1 2029 357.078 2,689 1.79% 2,687 1.75% 2 2030 366.005 2,737 1.80% 2,734 1.75% 4 2031 357.155 2,787 1.82% 2,782 1.75% 5 2032 384.534 2,838 1.83% 2,830 1.75% 8 2033 394.147 2,890 1.84% 2,880 1.75% 10 2034 404.001 2,944 1.85% 2,930 1.75% 14 2035 414.101 2,999 1.86% 2,982 1.75% 17 2036 424.454 3,055 1.8	2024	315.605	2,500		2,500		343
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2029 357.078 2,689 1.79% 2,687 1.75% 2 2030 366.005 2,737 1.80% 2,734 1.75% 4 2031 375.155 2,787 1.82% 2,782 1.75% 5 2032 384.534 2,838 1.83% 2,830 1.75% 8 2033 394.147 2,890 1.84% 2,880 1.75% 10 2034 404.001 2,944 1.85% 2,930 1.75% 14 2035 414.101 2,999 1.86% 2,982 1.75% 17 2036 424.454 3,055 1.87% 3,034 1.75% 21 2037 435.065 3,112 1.89% 3,087 1.75% 26 2038 445.942 3,172 1.90% 3,141 1.75% 31 2039 457.091 3,232 1.91% 3,196 1.75% 36 2040 468.518 3,294 <td< td=""><td>2027</td><td>339.872</td><td>2,596</td><td>1.76%</td><td>2,595</td><td>1.75%</td><td>0</td></td<>	2027	339.872	2,596	1.76%	2,595	1.75%	0
2030 366.005 2,737 1.80% 2,734 1.75% 4 2031 375.155 2,787 1.82% 2,782 1.75% 5 2032 384.534 2,838 1.83% 2,830 1.75% 8 2033 394.147 2,890 1.84% 2,880 1.75% 10 2034 404.001 2,944 1.85% 2,930 1.75% 14 2035 414.101 2,999 1.86% 2,982 1.75% 17 2036 424.454 3,055 1.87% 3,034 1.75% 21 2037 435.065 3,112 1.89% 3,087 1.75% 26 2038 445.942 3,172 1.90% 3,141 1.75% 31 2039 457.091 3,232 1.91% 3,196 1.75% 36 2040 468.518 3,294 1.92% 3,252 1.75% 42 2041 480.231 3,358 <t< td=""><td>2028</td><td>348.369</td><td>2,642</td><td>1.78%</td><td>2,641</td><td>1.75%</td><td>1</td></t<>	2028	348.369	2,642	1.78%	2,641	1.75%	1
2031 375.155 2,787 1.82% 2,782 1.75% 5 2032 384.534 2,838 1.83% 2,830 1.75% 8 2033 394.147 2,890 1.84% 2,880 1.75% 10 2034 404.001 2,944 1.85% 2,930 1.75% 14 2035 414.101 2,999 1.86% 2,982 1.75% 17 2036 424.454 3,055 1.87% 3,034 1.75% 21 2037 435.065 3,112 1.89% 3,087 1.75% 26 2038 445.942 3,172 1.90% 3,141 1.75% 31 2039 457.091 3,232 1.91% 3,196 1.75% 36 2040 468.518 3,294 1.92% 3,252 1.75% 42 2041 480.231 3,358 1.93% 3,309 1.75% 49 2042 492.237 3,423 <	2029	357.078	2,689	1.79%	2,687	1.75%	2
2032 384.534 2,838 1.83% 2,830 1.75% 8 2033 394.147 2,890 1.84% 2,880 1.75% 10 2034 404.001 2,944 1.85% 2,930 1.75% 14 2035 414.101 2,999 1.86% 2,982 1.75% 17 2036 424.454 3,055 1.87% 3,034 1.75% 21 2037 435.065 3,112 1.89% 3,087 1.75% 26 2038 445.942 3,172 1.90% 3,141 1.75% 31 2039 457.091 3,232 1.91% 3,196 1.75% 36 2040 468.518 3,294 1.92% 3,252 1.75% 42 2041 480.231 3,358 1.93% 3,309 1.75% 49 2042 492.237 3,423 1.94% 3,367 1.75% 56 2043 504.543 3,490	2030	366.005	2,737	1.80%	2,734	1.75%	4
2033 394.147 2,890 1.84% 2,880 1.75% 10 2034 404.001 2,944 1.85% 2,930 1.75% 14 2035 414.101 2,999 1.86% 2,982 1.75% 17 2036 424.454 3,055 1.87% 3,034 1.75% 21 2037 435.065 3,112 1.89% 3,087 1.75% 26 2038 445.942 3,172 1.90% 3,141 1.75% 31 2039 457.091 3,232 1.91% 3,196 1.75% 36 2040 468.518 3,294 1.92% 3,252 1.75% 42 2041 480.231 3,358 1.93% 3,309 1.75% 49 2042 492.237 3,423 1.94% 3,367 1.75% 56 2043 504.543 3,490 1.95% 3,425 1.75% 64 2044 517.157 3,558	2031	375.155	2,787	1.82%	2,782	1.75%	5
2034 404.001 2,944 1.85% 2,930 1.75% 14 2035 414.101 2,999 1.86% 2,982 1.75% 17 2036 424.454 3,055 1.87% 3,034 1.75% 21 2037 435.065 3,112 1.89% 3,087 1.75% 26 2038 445.942 3,172 1.90% 3,141 1.75% 31 2039 457.091 3,232 1.91% 3,196 1.75% 36 2040 468.518 3,294 1.92% 3,252 1.75% 42 2040 468.518 3,294 1.92% 3,252 1.75% 42 2041 480.231 3,358 1.93% 3,309 1.75% 49 2042 492.237 3,423 1.94% 3,367 1.75% 56 2043 504.543 3,490 1.95% 3,425 1.75% 64 2044 517.157 3,558	2032	384.534	2,838	1.83%	2,830	1.75%	8
2035 414.101 2,999 1.86% 2,982 1.75% 17 2036 424.454 3,055 1.87% 3,034 1.75% 21 2037 435.065 3,112 1.89% 3,087 1.75% 26 2038 445.942 3,172 1.90% 3,141 1.75% 31 2039 457.091 3,232 1.91% 3,196 1.75% 36 2040 468.518 3,294 1.92% 3,252 1.75% 42 2041 480.231 3,358 1.93% 3,309 1.75% 49 2042 492.237 3,423 1.94% 3,367 1.75% 56 2043 504.543 3,490 1.95% 3,425 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 73 2045 530.086 3,628	2033	394.147	2,890	1.84%	2,880	1.75%	10
2036 424.454 3,055 1.87% 3,034 1.75% 26 2037 435.065 3,112 1.89% 3,087 1.75% 26 2038 445.942 3,172 1.90% 3,141 1.75% 31 2039 457.091 3,232 1.91% 3,196 1.75% 36 2040 468.518 3,294 1.92% 3,252 1.75% 42 2041 480.231 3,358 1.93% 3,309 1.75% 49 2042 492.237 3,423 1.94% 3,367 1.75% 56 2043 504.543 3,490 1.95% 3,425 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 82 2045 530.086 3,628 1.97% 3,546 1.75% 82 2046 543.338 3,700	2034	404.001	2,944	1.85%	2,930	1.75%	14
2037 435.065 3,112 1.89% 3,087 1.75% 26 2038 445.942 3,172 1.90% 3,141 1.75% 31 2039 457.091 3,232 1.91% 3,196 1.75% 36 2040 468.518 3,294 1.92% 3,252 1.75% 42 2041 480.231 3,358 1.93% 3,309 1.75% 49 2042 492.237 3,423 1.94% 3,367 1.75% 56 2043 504.543 3,490 1.95% 3,425 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 82 2045 530.086 3,628 1.97% 3,546 1.75% 82 2046 543.338 3,700 1.98% 3,608 1.75% 92 2047 556.921 3,774	2035	414.101	2,999	1.86%	2,982	1.75%	17
2038 445,942 3,172 1.90% 3,141 1.75% 31 2039 457,091 3,232 1.91% 3,196 1.75% 36 2040 468.518 3,294 1.92% 3,252 1.75% 42 2041 480.231 3,358 1.93% 3,309 1.75% 49 2042 492.237 3,423 1.94% 3,367 1.75% 56 2043 504.543 3,490 1.95% 3,425 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 64 2045 530.086 3,628 1.97% 3,546 1.75% 82 2045 530.086 3,628 1.97% 3,608 1.75% 82 2045 530.886 3,628 1.97% 3,672 1.75% 82 2047 556.921 3,774 1.99% 3,672 1.75% 103 2048 570.844 3,850	2036	424.454	3,055	1.87%	3,034	1.75%	21
2039 457.091 3,232 1.91% 3,196 1.75% 36 2040 468.518 3,294 1.92% 3,252 1.75% 42 2041 480.231 3,358 1.93% 3,309 1.75% 49 2042 492.237 3,423 1.94% 3,367 1.75% 56 2043 504.543 3,490 1.95% 3,425 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 64 2045 530.086 3,628 1.97% 3,546 1.75% 82 2046 543.338 3,700 1.98% 3,608 1.75% 92 2047 556.921 3,774 1.99% 3,672 1.75% 103 2048 570.844 3,850 2.00% 3,736 1.75% 114 2049 585.115 3,927 2.01% 3,801 1.75% 126 2050 599.743 4,007	2037	435.065	3,112	1.89%	3,087	1.75%	26
2040 468.518 3,294 1.92% 3,252 1.75% 42 2041 480.231 3,358 1.93% 3,309 1.75% 49 2042 492.237 3,423 1.94% 3,367 1.75% 56 2043 504.543 3,490 1.95% 3,425 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 73 2045 530.086 3,628 1.97% 3,546 1.75% 82 2046 543.338 3,700 1.98% 3,608 1.75% 92 2047 556.921 3,774 1.99% 3,672 1.75% 103 2048 570.844 3,850 2.00% 3,736 1.75% 114 2049 585.115 3,927 2.01% 3,801 1.75% 126 2050 599.743 4,007 2.02% 3,868 1.75% 153 2051 614.737 4,088	2038	445.942	3,172	1.90%	3,141	1.75%	31
2041 480.231 3,358 1.93% 3,309 1.75% 49 2042 492.237 3,423 1.94% 3,367 1.75% 56 2043 504.543 3,490 1.95% 3,425 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 73 2045 530.086 3,628 1.97% 3,546 1.75% 82 2046 543.338 3,700 1.98% 3,608 1.75% 92 2047 556.921 3,774 1.99% 3,672 1.75% 103 2048 570.844 3,850 2.00% 3,736 1.75% 114 2049 585.115 3,927 2.01% 3,801 1.75% 126 2050 599.743 4,007 2.02% 3,868 1.75% 139 2051 614.737 4,088 2.03% 3,935 1.75% 153 2052 630.105 4,172	2039	457.091	3,232	1.91%	3,196	1.75%	36
2042 492.237 3,423 1.94% 3,367 1.75% 56 2043 504.543 3,490 1.95% 3,425 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 73 2045 530.086 3,628 1.97% 3,546 1.75% 82 2046 543.338 3,700 1.98% 3,608 1.75% 92 2047 556.921 3,774 1.99% 3,672 1.75% 103 2048 570.844 3,850 2.00% 3,736 1.75% 114 2049 585.115 3,927 2.01% 3,801 1.75% 126 2050 599.743 4,007 2.02% 3,868 1.75% 139 2051 614.737 4,088 2.03% 3,935 1.75% 153 2052 630.105 4,172 2.04% 4,004 1.75% 183 2054 662.004 4,345	2040	468.518	3,294	1.92%	3,252	1.75%	42
2043 504.543 3,490 1.95% 3,425 1.75% 64 2044 517.157 3,558 1.96% 3,485 1.75% 73 2045 530.086 3,628 1.97% 3,546 1.75% 82 2046 543.338 3,700 1.98% 3,608 1.75% 92 2047 556.921 3,774 1.99% 3,672 1.75% 103 2048 570.844 3,850 2.00% 3,736 1.75% 114 2049 585.115 3,927 2.01% 3,801 1.75% 126 2050 599.743 4,007 2.02% 3,868 1.75% 139 2051 614.737 4,088 2.03% 3,935 1.75% 153 2052 630.105 4,172 2.04% 4,004 1.75% 167 2053 645.858 4,257 2.05% 4,074 1.75% 183 2054 662.004 4,345	2041	480.231	3,358	1.93%	3,309	1.75%	49
2044 517.157 3,558 1.96% 3,485 1.75% 73 2045 530.086 3,628 1.97% 3,546 1.75% 82 2046 543.338 3,700 1.98% 3,608 1.75% 92 2047 556.921 3,774 1.99% 3,672 1.75% 103 2048 570.844 3,850 2.00% 3,736 1.75% 114 2049 585.115 3,927 2.01% 3,801 1.75% 126 2050 599.743 4,007 2.02% 3,868 1.75% 139 2051 614.737 4,088 2.03% 3,935 1.75% 153 2052 630.105 4,172 2.04% 4,004 1.75% 167 2053 645.858 4,257 2.05% 4,074 1.75% 183 2054 662.004 4,345 2.06% 4,146 1.75% 199 2055 678.554 4,435	2042	492.237	3,423	1.94%	3,367	1.75%	56
2045 530.086 3,628 1.97% 3,546 1.75% 82 2046 543.338 3,700 1.98% 3,608 1.75% 92 2047 556.921 3,774 1.99% 3,672 1.75% 103 2048 570.844 3,850 2.00% 3,736 1.75% 114 2049 585.115 3,927 2.01% 3,801 1.75% 126 2050 599.743 4,007 2.02% 3,868 1.75% 139 2051 614.737 4,088 2.03% 3,935 1.75% 153 2052 630.105 4,172 2.04% 4,004 1.75% 167 2053 645.858 4,257 2.05% 4,074 1.75% 183 2054 662.004 4,345 2.06% 4,146 1.75% 199 2055 678.554 4,435 2.07% 4,218 1.75% 235 2057 712.906 4,621 <td>2043</td> <td>504.543</td> <td>3,490</td> <td>1.95%</td> <td>3,425</td> <td>1.75%</td> <td>64</td>	2043	504.543	3,490	1.95%	3,425	1.75%	64
2046 543.338 3,700 1.98% 3,608 1.75% 92 2047 556.921 3,774 1.99% 3,672 1.75% 103 2048 570.844 3,850 2.00% 3,736 1.75% 114 2049 585.115 3,927 2.01% 3,801 1.75% 126 2050 599.743 4,007 2.02% 3,868 1.75% 139 2051 614.737 4,088 2.03% 3,935 1.75% 153 2052 630.105 4,172 2.04% 4,004 1.75% 167 2053 645.858 4,257 2.05% 4,074 1.75% 183 2054 662.004 4,345 2.06% 4,146 1.75% 199 2055 678.554 4,435 2.07% 4,218 1.75% 216 2056 695.518 4,527 2.08% 4,292 1.75% 235 2057 712.906 4,621 <td>2044</td> <td>517.157</td> <td>3,558</td> <td>1.96%</td> <td>3,485</td> <td>1.75%</td> <td>73</td>	2044	517.157	3,558	1.96%	3,485	1.75%	73
2047 556.921 3,774 1.99% 3,672 1.75% 103 2048 570.844 3,850 2.00% 3,736 1.75% 114 2049 585.115 3,927 2.01% 3,801 1.75% 126 2050 599.743 4,007 2.02% 3,868 1.75% 139 2051 614.737 4,088 2.03% 3,935 1.75% 153 2052 630.105 4,172 2.04% 4,004 1.75% 167 2053 645.858 4,257 2.05% 4,074 1.75% 183 2054 662.004 4,345 2.06% 4,146 1.75% 199 2055 678.554 4,435 2.07% 4,218 1.75% 216 2056 695.518 4,527 2.08% 4,292 1.75% 235 2057 712.906 4,621 2.09% 4,367 1.75% 254 2058 730.729 4,718 </td <td>2045</td> <td>530.086</td> <td>3,628</td> <td>1.97%</td> <td>3,546</td> <td>1.75%</td> <td>82</td>	2045	530.086	3,628	1.97%	3,546	1.75%	82
2048 570.844 3,850 2.00% 3,736 1.75% 114 2049 585.115 3,927 2.01% 3,801 1.75% 126 2050 599.743 4,007 2.02% 3,868 1.75% 139 2051 614.737 4,088 2.03% 3,935 1.75% 153 2052 630.105 4,172 2.04% 4,004 1.75% 167 2053 645.858 4,257 2.05% 4,074 1.75% 183 2054 662.004 4,345 2.06% 4,146 1.75% 199 2055 678.554 4,435 2.07% 4,218 1.75% 216 2056 695.518 4,527 2.08% 4,292 1.75% 235 2057 712.906 4,621 2.09% 4,367 1.75% 254 2058 730.729 4,718 2.09% 4,444 1.75% 274	2046	543.338	3,700	1.98%	3,608	1.75%	92
2049 585.115 3,927 2.01% 3,801 1.75% 126 2050 599.743 4,007 2.02% 3,868 1.75% 139 2051 614.737 4,088 2.03% 3,935 1.75% 153 2052 630.105 4,172 2.04% 4,004 1.75% 167 2053 645.858 4,257 2.05% 4,074 1.75% 183 2054 662.004 4,345 2.06% 4,146 1.75% 199 2055 678.554 4,435 2.07% 4,218 1.75% 216 2056 695.518 4,527 2.08% 4,292 1.75% 235 2057 712.906 4,621 2.09% 4,367 1.75% 254 2058 730.729 4,718 2.09% 4,444 1.75% 274	2047	556.921	3,774	1.99%	3,672	1.75%	103
2050 599.743 4,007 2.02% 3,868 1.75% 139 2051 614.737 4,088 2.03% 3,935 1.75% 153 2052 630.105 4,172 2.04% 4,004 1.75% 167 2053 645.858 4,257 2.05% 4,074 1.75% 183 2054 662.004 4,345 2.06% 4,146 1.75% 199 2055 678.554 4,435 2.07% 4,218 1.75% 216 2056 695.518 4,527 2.08% 4,292 1.75% 235 2057 712.906 4,621 2.09% 4,367 1.75% 254 2058 730.729 4,718 2.09% 4,444 1.75% 274	2048	570.844	3,850	2.00%	3,736	1.75%	114
2051 614.737 4,088 2.03% 3,935 1.75% 153 2052 630.105 4,172 2.04% 4,004 1.75% 167 2053 645.858 4,257 2.05% 4,074 1.75% 183 2054 662.004 4,345 2.06% 4,146 1.75% 199 2055 678.554 4,435 2.07% 4,218 1.75% 216 2056 695.518 4,527 2.08% 4,292 1.75% 235 2057 712.906 4,621 2.09% 4,367 1.75% 254 2058 730.729 4,718 2.09% 4,444 1.75% 274	2049	585.115	3,927	2.01%	3,801	1.75%	126
2052 630.105 4,172 2.04% 4,004 1.75% 167 2053 645.858 4,257 2.05% 4,074 1.75% 183 2054 662.004 4,345 2.06% 4,146 1.75% 199 2055 678.554 4,435 2.07% 4,218 1.75% 216 2056 695.518 4,527 2.08% 4,292 1.75% 235 2057 712.906 4,621 2.09% 4,367 1.75% 254 2058 730.729 4,718 2.09% 4,444 1.75% 274	2050	599.743	4,007	2.02%	3,868	1.75%	139
2053 645.858 4,257 2.05% 4,074 1.75% 183 2054 662.004 4,345 2.06% 4,146 1.75% 199 2055 678.554 4,435 2.07% 4,218 1.75% 216 2056 695.518 4,527 2.08% 4,292 1.75% 235 2057 712.906 4,621 2.09% 4,367 1.75% 254 2058 730.729 4,718 2.09% 4,444 1.75% 274	2051	614.737	4,088	2.03%	3,935	1.75%	153
2054 662.004 4,345 2.06% 4,146 1.75% 199 2055 678.554 4,435 2.07% 4,218 1.75% 216 2056 695.518 4,527 2.08% 4,292 1.75% 235 2057 712.906 4,621 2.09% 4,367 1.75% 254 2058 730.729 4,718 2.09% 4,444 1.75% 274	2052	630.105	4,172	2.04%		1.75%	167
2055 678.554 4,435 2.07% 4,218 1.75% 216 2056 695.518 4,527 2.08% 4,292 1.75% 235 2057 712.906 4,621 2.09% 4,367 1.75% 254 2058 730.729 4,718 2.09% 4,444 1.75% 274	2053	645.858	4,257	2.05%	4,074	1.75%	183
2056 695.518 4,527 2.08% 4,292 1.75% 235 2057 712.906 4,621 2.09% 4,367 1.75% 254 2058 730.729 4,718 2.09% 4,444 1.75% 274	2054	662.004	4,345	2.06%	4,146	1.75%	199
2057 712.906 4,621 2.09% 4,367 1.75% 254 2058 730.729 4,718 2.09% 4,444 1.75% 274	2055	678.554	4,435	2.07%	4,218	1.75%	216
2058 730.729 4,718 2.09% 4,444 1.75% 274	2056	695.518	4,527	2.08%	4,292	1.75%	235
	2057	712.906	4,621	2.09%	4,367	1.75%	254
2059 748.997 4,817 2.10% 4,521 1.75% 296	2058	730.729	4,718	2.09%	4,444	1.75%	274
	2059	748.997	4,817	2.10%	4,521	1.75%	296

^{*} Assumes CPI-U grows at 2.5% after 2024.

Retro vs. Non-Retro Calculation



Assumes CPI grows at 2.5% after 2024

Impact to Retirees, Employees, and City



Retirees/Employees:

- No plan design changes continue with 70% of CPI for COLA.
- Continue providing annual increases to monthly benefit (70% CPI)
- Calculate COLA differently as a non-retro calculation vs. retro during the year that ends 12 months before the COLA's effective date, resulting in a decrease in the amount of the COLA increase received.
- Each retiree will receive the same percentage increase to their monthly benefit regardless of the year retired.

City:

- Continue funding retirement as we do today.
- The non-retro calculation is estimated to have recurring annual savings of \$189,000. This savings is recommended to be returned to the City's Unfunded Actuarial Liability for TMRS.
- No changes to the plan design.

Employee and Retiree Feedback



- City staff met with representatives from the Police and Fire Employee Associations, Employee Benefits Committee, and City
 of Burleson Retirees.
 - The current calculation was perceived by employees as providing the most value to retirees. Employees acknowledged
 that the new calculation would result in a uniform percentage increase in the monthly benefit to retirees, regardless of
 the year of retirement; however, employees did not consider this to be equitable. Employees recommended not
 making the change unless there was a compelling reason to do so.
 - Retirees feedback was to maintain the current calculation and not make any changes.

Overall feedback was to maintain our current repeating retroactive Cost of Living (COLA) calculation.

Finance Committee Review

March 5, 2025

- The Finance Committee was briefed by city staff on this subject.
- Following that meeting, city staff were instructed to contact employees and retirees to get their opinions on whether to stay with the current retro COLA calculation or change the calculation to the new non-retro COLA calculation.

May 7, 2025

- The Finance Committee was provided the feedback received from employees and retirees to maintain our current retro COLA calculation.
- Finance Committee recommended no changes.

Council Action

On May 27, 2025, the City Council confirmed the direction to maintain the city's current retroactive calculation as included in the current city's Texas Municipal Retirement System (TMRS) plan provisions, essentially making no new changes as defined below in Option 1.

Option 1

Maintain the 70% COLA calculation as the current <u>retro</u>
COLA calculation

OR

Option 2

Change how the 70% COLA is calculated using the NEW Non-retro COLA calculation

If this option is chosen, what is Council's direction on estimated savings:

- 1. Apply the recurring annual savings estimated at \$189,000 to be returned to the City's Unfunded Actuarial Liability for TMRS; or
- 2. Utilize the estimated savings in a different area



Questions

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, MAINTAINING THE CURRENT RETROACTIVE COST-OF-LIVING-ADJUSTMENT CALCULATION UNDER THE CITY'S TEXAS MUNICIPAL RETIREMENT SYSTEM PLAN.

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 is a member and participant in the Texas Municipal Retirement System ("TMRS") retirement plan; and

WHEREAS, Texas Legislature recently amended the TMRS Act to provide participating cities with a new repeating cost-of-living-adjustment ("COLA") option; and

WHEREAS, after considering the matter, the City Council desires that the City maintain the current retroactive COLA calculation as included in the City's TMRS plan, essentially making no changes.

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

Section 1.

The City shall maintain the current retroactive COLA calculation as included in the City's TMRS plan.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED Burleson, Texas, on the		SOLVED by the City Council of the City of , 20			
		Chris Fletcher, Mayor			
		City of Burleson, Texas			
ATTEST:		APPROVED AS TO LEGAL FORM:			
Amanda Campos, City Secretary	<i>I</i>	E. Allen Taylor, Jr., City Attorney			

RESOLUTION PAGE 1 OF 1



City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Director

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a five-year Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville for retail fuel purchases through Omnia Partners (Contract #159331) in the amount of \$500,000. (Staff Contact: Errick Thompson, Director of Public Works)

SUMMARY:

The City of Burleson currently purchases fuel for its fleet from Mansfield Oil Company of Gainesville via a six-month inter-local purchasing agreement with the City of Fort Worth approved by Burleson City Council on January 6, 2025. That agreement was intended to be a bridge agreement to provide fuel services while the City of Fort Worth completed its multi-year contract procurement. The City of Fort Worth recently completed their procurement but excluded the retail purchase option.

This item seeks approval for a complementary five-year agreement with Mansfield Oil Company of Gainesville via Cooperative Purchasing Agreement using the Omnia Partners Cooperative (Contract #159331).

Retail fuel purchases are currently authorized when supported by business needs. Typically, Fire/EMS vehicles may fuel at retail stations to avoid adverse impact to response times. Police motorcycles are the only vehicles in the city fleet that consume premium unleaded fuel and they are fueled at retail locations as opposed to the additional capital and operating expense to install an additional fuel storage tank and make corresponding modifications to the fuel island for this relatively small volume of premium unleaded fuel.

Retail fuel cards allow the city to restrict the use of the cards to only fuel purchases.

RECOMMENDATION:

Approve a five-year Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville for retail fuel purchases through Omnia Partners (Contract #159331) in the amount of \$500,000.

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

January 6, 2025 – City Council approved a six-month contract with Mansfield Oil of Gainesville through Inter-local Purchasing Agreement with the City of Fort Worth.

REFERENCE:

CSO# 5709-01-2025

FISCAL IMPACT:

Proposed Expenditure: \$500,000 (subject to annual appropriations)

Account Number(s): 601-30-32-3201-0000-63525

Fund: Equipment Services Account Description: Fuel

STAFF CONTACT:

Errick Thompson, P.E., CFM® Director of Public Works ethompson@burlesontx.com 817-426-9610



Motor Fuel Contracts

City Council June 16, 2025

June 16, 2025

Agenda



- Background
- New Contracts
- Recommendations & Action Requested



Background



- Burleson has traditionally used Inter-local Purchasing Agreements with Fort Worth in order to access more cost-effective fuel contracts based on Fort Worth's significantly larger volume
- Burleson City Council approved our most recent fuel contract December 11, 2023 for a term ending December 31, 2024 and amended that contract in January 2025 for six months
- City of Fort Worth's procurement of a new multi-year contract has been completed and resulted in a new five-year contract awarded to Mansfield Oil Company of Gainesville
- The new City of Fort Worth contract does not include the retail fuel purchase component, so a separate contract is needed to provide that service.

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Background



- Over the past two full fiscal years, Burleson has expended \$431k in FY23 and \$465k in FY24 on motor fuels for the city's fleet
- For FY25, the current projection estimates \$450k in motor fuels expenditures
- Most city vehicles fuel at the City Service Center drawing from bulk fuel storage tanks for both unleaded and diesel fuels
- Retail fuel purchases are authorized when supported by business needs
 - Fire/EMS vehicles may fuel at retail stations to avoid adverse impact to response times
 - Police motorcycles are the only vehicles in the city fleet that consume premium unleaded fuel and they are fueled at retail locations as opposed to adding an additional fuel storage tank for this relatively small volume
 - Retail fuel cards allow the city to restrict the use of the cards to only fuel purchases

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New Contracts



Staff proposes five-year agreements with Mansfield Oil Company of Gainesville through an Inter-local Purchasing Agreement with City of Fort Worth for motor fuel in the amount of \$2,000,000.00 and Cooperative Purchase Agreement through Omnia Partners for retail fuel purchases in the amount of \$500,000.00

- These contracts would continue providing fuel needed to operate the city fleet including vehicles and equipment for police, fire, parks, public works, inspections, and others
- These contracts would be funded by the existing FY25 budget and subsequent annual appropriations for fuel with contract expenses only for the fuel ordered and delivered
- These contracts would replace existing contracts for the same services, using the same retail fuel card system as is
 used today primarily by first responders in the Fire and Police departments bulk deliveries to the City Service
 Center would continue to support the vast majority of city fleet through the existing fuel island
- Bulk fuel deliveries are priced daily based on the OPIS benchmark for this market and retail purchases generate a
 0.85% rebate off the retail price in addition to the standard tax exemptions

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PUBLIC WORKS JUNE 16, 2025

Recommendations & Action Requested



Staff recommends approval of

1. A five-year agreement with Mansfield Oil Company of Gainesville through an Inter-local Purchasing Agreement with City of Fort Worth for motor fuel in the amount of \$2,000,000.00

and

2. A Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville through the Omnia Partners (Contract # 159331) for retail fuel purchases in the amount of \$500,000.00



Public Works June 16, 2025



Questions / Discussion

Errick Thompson, P.E., CFM®
Director of Public Works
ethompson@burlesontx.com
817-426-9610

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PUBLIC WORKS JUNE 16, 2025 7



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This	Cooperative	Purchase	Cust	omer Agre	ement ("Cu	istome	er Agr	eement")	is ento	ered into
by and	d between M/	ANSFIELD OIL C	OMPAN	Y OF GAINESVIL	LE, INC. ("Veno	dor")	and	the City	of F	Burleson,
("Cus	stomer" or "A	Authorized	Cus	tomer"), a	Texas govern	nment	entity,	and a Custo	mer a	uthorized
to	purchase	goods	or	services	pursuant	to	the	Agreeme	ent	between
the	OMNIA	PARTNERS	(Cooperative	Purchasing	("Coo	operativ	e Entity")	and	Vendor,
Contr	act No.	159331		, as ameno	ded, (the "A	Agreen	nent")	with an e	expirat	ion date
of	04/30/2030) .								

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

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

Authorized Customer is eligible and desires to purchase

RETAIL PURCHASES OF MOTOR FUEL ON AN AS-NEEDED BASIS UTILIZING MANSFIELD UNIVERSAL CARD AT RETAIL FUELING

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

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

Purchase Price - Payments under this Customer Agreement are in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) ("Purchase Price").

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

writing by both parties, and this Customer A	greement shall be for the purchase of goods or services the Purchase Price shall not exceed the budgeted or the applicable goods and services.
on September 30 th at the end of FY. This goods or services on an as needed basis, from	n shall be effective as of October 1st and shall expire Customer Agreement shall be for multiple purchases of m the same vendor under the same contract, and shall not current fiscal year for the applicable goods and services.
✓ Multi-Year Contract-The Term shall be	e for five (5) year(s) expiring on06/15/2030
be with a single vendor for products and sufficient funds to make payments duri	I for two one- year renewals. Customer Agreement shall services. In the event the City does not appropriate ing the current or any subsequent year, the City shall ar Contract at the end of any such fiscal year without
Emergency Purchase - Purchases that a	are necessary to address a public calamity, because of
the public would be impaired if the purchase	t the public health or safety where the City's ability to serve e were not made immediately. Emergency purchases must nt Code 252.022, and must be ratified by City Council if
Standard Addendum - Select if Vendor has add	itional terms and conditions that apply to this purchase)
Standard Addendum with the City of	Burleson, Texas - If this purchase contains additional
agree to the Standard Addendum with the conditions as set forth in the Standard Addeterms and conditions, and such Standard	er than those set forth in the Agreement, the Vendor shall he City of Burleson, Texas. Such applicable terms and indum shall supersede any conflicting terms of the Vendor's rd Addendum shall control. The Standard Addendum available online or by request and made a part of this
Customer Agreement, bind the respective Customer Agreement has been duly author and any amendment hereto, may be execu	that he/she has the power and authority to execute this party, and that the execution and performance of this ized by the respective party. This Customer Agreement, ited in counterparts, and electronically signed, scanned, and such signatures shall have the same effect as original
Each party has caused this Customer Agree on this the 16TH day ofJUNE	ement to be executed by its duly authorized representative 20_25
CITY OF BURLESON	VENDOR MANSFIELD OIL COMPANY OF GAINESVILLE, INC.
Ву:	Ву:
Name:	Name:
Title:	Title:

Date:__

Date: ____



City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Director

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a five-year agreement with Mansfield Oil Company of Gainesville to purchase motor fuels through an Inter-local Purchasing Agreement with the City of Fort Worth in the amount of \$2,000,000. (Staff Contact: Errick Thompson, Director of Public Works)

SUMMARY:

The City of Burleson currently purchases fuel for its fleet from Mansfield Oil Company of Gainesville via a six-month inter-local purchasing agreement with the City of Fort Worth approved by Burleson City Council on January 6, 2025. That agreement was intended to be a bridge agreement to provide fuel services while the City of Fort Worth completed its multi-year contract procurement. The City of Fort Worth recently completed their procurement.

This item seeks approval for a corresponding five-year agreement with Mansfield Oil Company of Gainesville via Inter-local Purchasing Agreement with the City of Fort Worth.

Purchasing fuel through the Fort Worth contract provides the best value to the City as the pricing in that contract is based on a much larger volume of fuel resulting in better fuel prices than the City of Burleson's smaller volume could achieve alone. The contract provides indexed pricing per gallon of the various fuel types and fixed delivery charges. Index-priced fuel contracts allow the risk of fuel market volatility to be shared between both parties of the contract.

RECOMMENDATION:

Approve a five-year agreement with Mansfield Oil Company of Gainesville to purchase motor fuel through an Inter-local Purchasing Agreement with the City of Fort Worth in the amount of \$2.000.000.

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

January 6, 2025 – City Council approved a six-month contract with Mansfield Oil of Gainesville through Inter-local Purchasing Agreement with the City of Fort Worth.

REFERENCE:

CSO# 5709-01-2025

FISCAL IMPACT:

Proposed Expenditure: \$2,000,000 (subject to annual appropriations)

Account Number(s): 601-30-32-3201-0000-63525

Fund: Equipment Services Account Description: Fuel

STAFF CONTACT:

Errick Thompson, P.E., CFM® Director of Public Works ethompson@burlesontx.com 817-426-9610



Motor Fuel Contracts

City Council June 16, 2025

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Agenda



- Background
- New Contracts
- Recommendations & Action Requested



Background



- Burleson has traditionally used Inter-local Purchasing Agreements with Fort Worth in order to access more cost-effective fuel contracts based on Fort Worth's significantly larger volume
- Burleson City Council approved our most recent fuel contract December 11, 2023 for a term ending December 31, 2024 and amended that contract in January 2025 for six months
- City of Fort Worth's procurement of a new multi-year contract has been completed and resulted in a new five-year contract awarded to Mansfield Oil Company of Gainesville
- The new City of Fort Worth contract does not include the retail fuel purchase component, so a separate contract is needed to provide that service.

Background



- Over the past two full fiscal years, Burleson has expended \$431k in FY23 and \$465k in FY24 on motor fuels for the city's fleet
- For FY25, the current projection estimates \$450k in motor fuels expenditures
- Most city vehicles fuel at the City Service Center drawing from bulk fuel storage tanks for both unleaded and diesel fuels
- Retail fuel purchases are authorized when supported by business needs
 - Fire/EMS vehicles may fuel at retail stations to avoid adverse impact to response times
 - Police motorcycles are the only vehicles in the city fleet that consume premium unleaded fuel and they are fueled at retail locations as opposed to adding an additional fuel storage tank for this relatively small volume
 - Retail fuel cards allow the city to restrict the use of the cards to only fuel purchases

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PUBLIC WORKS JUNE 16, 2025

New Contracts



Staff proposes five-year agreements with Mansfield Oil Company of Gainesville through an Inter-local Purchasing Agreement with City of Fort Worth for motor fuel in the amount of \$2,000,000.00 and Cooperative Purchase Agreement through Omnia Partners for retail fuel purchases in the amount of \$500,000.00

- These contracts would continue providing fuel needed to operate the city fleet including vehicles and equipment for police, fire, parks, public works, inspections, and others
- These contracts would be funded by the existing FY25 budget and subsequent annual appropriations for fuel with contract expenses only for the fuel ordered and delivered
- These contracts would replace existing contracts for the same services, using the same retail fuel card system as is used today primarily by first responders in the Fire and Police departments bulk deliveries to the City Service Center would continue to support the vast majority of city fleet through the existing fuel island
- Bulk fuel deliveries are priced daily based on the OPIS benchmark for this market and retail purchases generate a
 0.85% rebate off the retail price in addition to the standard tax exemptions

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PUBLIC WORKS JUNE 16, 2025

Recommendations & Action Requested



Staff recommends approval of

1. A five-year agreement with Mansfield Oil Company of Gainesville through an Inter-local Purchasing Agreement with City of Fort Worth for motor fuel in the amount of \$2,000,000.00

and

2. A Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville through the Omnia Partners (Contract # 159331) for retail fuel purchases in the amount of \$500,000.00



Public Works June 16, 2025



Questions / Discussion

Errick Thompson, P.E., CFM®
Director of Public Works
ethompson@burlesontx.com
817-426-9610

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COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into by and between MANSFIELD OIL COMPANY OF GAINESVILLE, INC. ("Vendor") and the City of Burleson, ("Customer" or "Authorized Customer"), a Texas government entity, and an Agency authorized purchase services pursuant Agreement between to goods or CITY OF FORT WORTH the ("Cooperative Entity") and Vendor, Contract No. 63290 amended, (the "Agreement") with an expiration date of as 05/31/2030

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

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

Authorized Customer is eligible and desires to purchase

MOTOR FUEL AND RELATED SERVICES ON AN AS-NEEDED BASIS; SEE ATTACHMENT A.

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

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

Purchase Price - Payments under this Customer Agreement are in the amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00)

("Purchase Price").

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

writing by both parties, and this Customer	n shall not exceed one (1) year, unless acknowledged in Agreement shall be for the purchase of goods or services and the Purchase Price shall not exceed the budgeted
amount for Customer's current fiscal year	•
on September 30 th at the end of FY. The goods or services on an as needed basis, f	erm shall be effective as of October 1st and shall expire is Customer Agreement shall be for multiple purchases of from the same vendor under the same contract, and shall not or's current fiscal year for the applicable goods and services.
✓ Multi-Year Contract- The Term shall	be for five (5) year(s) expiring on06/15/2030
be with a single vendor for products are sufficient funds to make payments d	wed for two one-year renewals. Customer Agreement shall nd services. In the event the City does not appropriate luring the current or any subsequent year, the City shall Year Contract at the end of any such fiscal year without
Emergency Purchase - Purchases	that are necessary to address a public calamity, because of
the public would be impaired if the purch	tect the public health or safety where the City's ability to serve hase were not made immediately. Emergency purchases must ment Code 252.022, and must be ratified by City Council if
(Standard Addendum - Select if Vendor has add	itional terms and conditions that apply to this purchase)
Standard Addendum with the City of	of Burleson, Texas - If this purchase contains additional
agree to the Standard Addendum with conditions as set forth in the Standard Ad- terms and conditions, and such Stan	other than those set forth in the Agreement, the Vendor shall the City of Burleson, Texas. Such applicable terms and Idendum shall supersede any conflicting terms of the Vendor's ideard Addendum shall control. The Standard Addendum id available online or by request and made a part of this
Customer Agreement, bind the respecti Customer Agreement has been duly auth and any amendment hereto, may be exe	tts that he/she has the power and authority to execute this ve party, and that the execution and performance of this norized by the respective party. This Customer Agreement, ecuted in counterparts, and electronically signed, scanned, nail and such signatures shall have the same effect as original
Each party has caused this Customer Ag on this the 16TH day of JU	reement to be executed by its duly authorized representative NE20_25
CITY OF BURLESON	VENDOR MANSFIELD OIL COMPANY OF GAINESVILLE, INC.
Ву:	Ву:
Name:	Name:
Title:	Title:

Date:__

Date: __



VENDOR SERVICES AGREEMENT

This **VENDOR SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF FORT WO TH** ("City"), a Texas home-rule municipal corporation, and **MANSFIELD OIL CO ANY OF GAINESVILLE, INC.** ("Vendor"), a Georgia Corporation, each individually referred to as a "party" and collectively referred to as the "parties."

- 1. <u>Scope of Services.</u> The vendor will provide Motor and Aviation Fuels & Related Services. The City will purchase these products and services on an "as needed basis" for the Property Management Department ("Services"), as set forth in more detail in Exhibit "A," attached hereto and incorporated herein for all purposes.
- **2.** <u>Term.</u> This Agreement begins on June 1, 2025 ("Effective Date") and expires on May 31, 2030 ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term"). City will have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to one (1) two-year renewal option ("Renewal Term").

3. Compensation.

- 3.1 The Vendor acknowledges that this is a non-exclusive agreement and there is no guarantee of any specific amount of work. Further, Vendor recognizes that the amount stated below in Section 3.2 is the total amount of funds available, collectively, for any Vendor that enters into an agreement with the City under the relevant Mayor and Council ("M&C") Communication and that once the full amount has been exhausted, whether individually or collectively, Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.
- 3.2 The maximum compensation amount allowed under this non-exclusive Agreement will be up to \$15,000,000.00 for Year One of the initial term, \$17,250,000.00 for Year Two of the initial term, \$19,837,500.00 for Year Three of the initial term, \$22,813,125.00 for Year Four of the initial term, \$26,235,094.00 for Year Five of the initial term. In the event City opts to renew the Agreement, the maximum compensation amount allowed is up to \$30,170,358.00 for Year One of the Renewal Term, and \$34,695,911.00 for Year Two of the Renewal Term.
- 3.3 Following the award of this Agreement, additional products and services of the same general category that could have been encompassed in the award, and that are not already made a part of the Agreement, may be added based on the discount provided on Vendor's bid response (if applicable) and price sheet provided with Vendor's bid response or a current quote provided from the Vendor.

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

- 3.4 The Parties may engage in multiple transactions under this Agreement. For each purchase made pursuant to this Agreement, Vendor must supply a quote and the quote must conform with the then-current pricing under the agreement or the discount provided on the Vendor's bid response if it is for an additional product and service of the same general category, as described above. If the City accepts the quote and places the order, that quote shall be considered an addendum to this agreement but is not required to be filed in the City records. The Parties will maintain all quotes for the 3-year Audit period included herein.
- 3.5 City will pay Vendor in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code) and provisions of this Agreement, including Exhibit "B," which is attached hereto and incorporated herein for all purposes.
- 3.6 Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

4. Termination.

- 4.1. <u>Written Notice.</u> City or Vendor may terminate this Agreement at any time and for any reason by providing the other party with at least 30 days' written notice of termination.
- 4.2 <u>Non-Appropriation of Funds.</u> In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and this Agreement will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.
- 4.3 <u>Duties and Obligations of the Parties.</u> In the event that this Agreement is terminated prior to the Expiration Date, City will pay Vendor for services actually rendered up to the effective date of termination and Vendor will continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Vendor will provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Vendor has received access to City Information or data as a requirement to perform services hereunder, Vendor will return all City provided data to City in a machine-readable format or other format deemed acceptable to City.

5. Disclosure of Conflicts and Confidential Information.

- 5.1 <u>Disclosure of Conflicts.</u> Vendor hereby warrants to City that Vendor has made full disclosure in writing of any existing or potential conflicts of interest related to Vendor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Vendor hereby agrees immediately to make full disclosure to City in writing.
- 5.2 <u>Confidential Information.</u> Vendor, for itself and its officers, agents and employees, agrees that it will treat all information provided to it by City ("City Information") as confidential and will not disclose any such information to a third party without the prior written approval of City.

- 5.3 <u>Public Information Act.</u> City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked Confidential or Proprietary, City will promptly notify Vendor. It will be the responsibility of Vendor to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.
- 5.4 <u>Unauthorized Access.</u> Vendor must store and maintain City Information in a secure manner and will not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Vendor must notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Vendor will, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and will fully cooperate with City to protect such City Information from further unauthorized disclosure.
- **Right to Audit.** Vendor agrees that City will, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City will have access during normal working hours to all necessary Vendor facilities and will be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City will give Vendor reasonable advance notice of intended audits.
- as an independent Contractor. It is expressly understood and agreed that Vendor will operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, Vendor will have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, Vendors, and subcontractors. Vendor acknowledges that the doctrine of *respondent superior* will not apply as between City, its officers, agents, servants and employees, and Vendor, its officers, agents, employees, servants, contractors, and subcontractors. Vendor further agrees that nothing herein will be construed as the creation of a partnership or joint enterprise between City and Vendor. It is further understood that City will in no way be considered a Co-employer or a Joint employer of Vendor or any officers, agents, servants, employees, contractors, or subcontractors. Neither Vendor, nor any officers, agents, servants, employees, contractors, or subcontractors of Vendor will be entitled to any employment benefits from City. Vendor will be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees, contractors.

8. Liability and Indemnification.

8.1 <u>LIABILITY</u> - VENDOR WILL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF VENDOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.

- 8.2 <u>GENERAL INDEMNIFICATION</u> VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO VENDOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF VENDOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.
- INTELLECTUAL PROPERTY INDEMNIFICATION VENDOR AGREES 8.3 TO DEFEND, SETTLE, OR PAY, AT ITS OWN COST AND EXPENSE, ANY CLAIM OR ACTION AGAINST CITY FOR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE MARK. TRADE SECRET. OR SIMILAR PROPERTY RIGHT ARISING FROM CITY'S USE OF THE SOFTWARE AND/OR DOCUMENTATION IN ACCORDANCE WITH THIS AGREEMENT, IT BEING UNDERSTOOD THAT THIS AGREEMENT TO DEFEND, SETTLE OR PAY WILL NOT APPLY IF CITY MODIFIES OR MISUSES THE SOFTWARE AND/OR DOCUMENTATION. SO LONG AS VENDOR BEARS THE COST AND EXPENSE OF PAYMENT FOR CLAIMS OR ACTIONS AGAINST CITY PURSUANT TO THIS SECTION, VENDOR WILL HAVE THE RIGHT TO CONDUCT THE DEFENSE OF ANY SUCH CLAIM OR ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE AND TO SETTLE OR COMPROMISE ANY SUCH CLAIM; HOWEVER, CITY WILL HAVE THE RIGHT TO FULLY PARTICIPATE IN ANY AND ALL SUCH SETTLEMENT, NEGOTIATIONS, OR LAWSUIT AS NECESSARY TO PROTECT CITY'S INTEREST, AND CITY AGREES TO COOPERATE WITH VENDOR IN DOING SO. IN THE EVENT CITY, FOR WHATEVER REASON, ASSUMES THE RESPONSIBILITY FOR PAYMENT OF COSTS AND EXPENSES FOR ANY CLAIM OR ACTION BROUGHT AGAINST CITY FOR INFRINGEMENT ARISING UNDER THIS AGREEMENT, CITY WILL HAVE THE SOLE RIGHT TO CONDUCT THE DEFENSE OF ANY SUCH CLAIM OR ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE AND TO SETTLE OR COMPROMISE ANY SUCH CLAIM; HOWEVER, VENDOR WILL FULLY PARTICIPATE AND COOPERATE WITH CITY IN DEFENSE OF SUCH CLAIM OR ACTION. CITY AGREES TO GIVE VENDOR TIMELY WRITTEN NOTICE OF ANY SUCH CLAIM OR ACTION, WITH COPIES OF ALL PAPERS CITY MAY RECEIVE RELATING THERETO. NOTWITHSTANDING THE FOREGOING, CITY'S ASSUMPTION OF PAYMENT OF COSTS OR EXPENSES WILL NOT ELIMINATE VENDOR'S DUTY TO INDEMNIFY CITY UNDER THIS AGREEMENT. IF THE SOFTWARE AND/OR DOCUMENTATION OR ANY PART THEREOF IS HELD TO INFRINGE AND THE USE THEREOF IS ENJOINED OR RESTRAINED OR, IF AS A RESULT OF A SETTLEMENT OR COMPROMISE, SUCH USE IS MATERIALLY ADVERSELY RESTRICTED, VENDOR WILL, AT ITS OWN EXPENSE AND AS CITY'S SOLE REMEDY, EITHER: (A) PROCURE FOR CITYTHE RIGHT TO CONTINUE TO USE THE SOFTWARE AND/OR DOCUMENTATION; OR (B) MODIFY THE SOFTWARE AND/OR DOCUMENTATION TO MAKE IT NON-INFRINGING, PROVIDED THAT SUCH MODIFICATION DOES NOT MATERIALLY ADVERSELY AFFECT CITY'S AUTHORIZED USE OF THE SOFTWARE AND/OR DOCUMENTATION; OR (C) REPLACE THE SOFTWARE AND/OR DOCUMENTATION WITH EOUALLY SUITABLE, COMPATIBLE, AND FUNCTIONALLY EOUIVALENT NON-INFRINGING SOFTWARE AND/OR DOCUMENTATION AT NO ADDITIONAL CHARGE TO CITY; OR (D) IF NONE OF THE FOREGOING

ALTERNATIVES IS REASONABLY AVAILABLE TO VENDOR TERMINATE THIS AGREEMENT, AND REFUND ALL AMOUNTS PAID TO VENDOR BY CITY, SUBSEQUENT TO WHICH TERMINATION CITY MAY SEEK ANY AND ALL REMEDIES AVAILABLE TO CITY UNDER LAW.

9. Assignment and Subcontracting.

- 9.1 <u>Assignment.</u> Vendor will not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee will execute a written agreement with City and Vendor under which the assignee agrees to be bound by the duties and obligations of Vendor under this Agreement. Vendor will be liable for all obligations of Vendor under this Agreement prior to the effective date of the assignment.
- 9.2 <u>Subcontract.</u> If City grants consent to a subcontract, the subcontractor will execute a written agreement with Vendor referencing this Agreement under which subcontractor agrees to be bound by the duties and obligations of Vendor under this Agreement as such duties and obligations may apply. Vendor must provide City with a fully executed copy of any such subcontract.
- 10. <u>Insurance.</u> Vendor must provide City with certificate(s) of insurance documenting policies of the following types and minimum coverage limits that are to be in effect prior to commencement of any Services pursuant to this Agreement:

10.1 Coverage and Limits

(a) Commercial General Liability:

\$1,000,000 - Each Occurrence \$2,000,000 - Aggregate

(b) Automobile Liability:

\$1,000,000 - Each occurrence on a combined single limit basis

Coverage will be on any vehicle used by Vendor, or its employees, agents, or representatives in the course of providing Services under this Agreement. "Any vehicle" will be any vehicle owned, hired and non-owned.

(c) Worker's Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the Services are being performed

Employers' liability

\$100,000 -	Bodily Injury by accident; each accident/occurrence
\$100,000 -	Bodily Injury by disease; each employee
\$500,000 -	Bodily Injury by disease; policy limit

(d) Professional Liability (Errors & Omissions):

\$1,000,000 - Each Claim Limit \$1,000,000 - Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage must be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance must be submitted to City to evidence coverage.

10.2 General Requirements

- (a) The commercial general liability and automobile liability policies must name City as an additional insured thereon, as its interests may appear. The term City includes its employees, officers, officials, agents, and volunteers in respect to the contracted services.
- (b) The workers' compensation policy must include a Waiver of Subrogation (Right of Recovery) in favor of City.
- (c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage must be provided to City. Ten (10) days' notice will be acceptable in the event of non-payment of premium. Notice must be sent to the Risk Manager, City of Fort Worth, 100 Fort Worth Trail, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.
- (d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A-VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
- (e) Any failure on the part of City to request required insurance documentation will not constitute a waiver of the insurance requirement.
- (f) Certificates of Insurance evidencing that Vendor has obtained all required insurance will be delivered to the City prior to Vendor proceeding with any work pursuant to this Agreement.
- 11. Compliance with Laws, Ordinances, Rules and Regulations. Vendor agrees that in the performance of its obligations hereunder, it will comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Vendor of any violation of such laws, ordinances, rules or regulations, Vendor must immediately desist from and correct the violation.

- 12. Non-Discrimination Covenant. Vendor, for itself, its personal representatives, assigns, contractors, subcontractors, and successors in interest, as part of the consideration herein, agrees that in the performance of Vendor's duties and obligations hereunder, it will not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY VENDOR, ITS PERSONAL REPRESENTATIVES, ASSIGNS, CONTRACTORS, SUBCONTRACTORS, OR SUCCESSORS IN INTEREST, VENDOR AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.
- 13. <u>Notices.</u> Notices required pursuant to the provisions of this Agreement will be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:	To VENDOR:
City of Fort Worth Attn: Assistant City Manager 100 Fort Worth Trail Fort Worth, TX 76102	Mansfield Oil Company of Gainesville, Inc. Chris Carter, Sr. Manager, Bids & Sales Analytics 1025 Airport Parkway SW Gainesville, GA 30501
With copy to Fort Worth City Attorney's Office at the same address	

- 14. <u>Solicitation of Employees.</u> Neither City nor Vendor will, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision will not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.
- **15.** <u>Governmental Powers.</u> It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.
- 16. <u>No Waiver.</u> The failure of City or Vendor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein does not constitute a waiver of City's or Vendor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.
- **17.** Governing Law / Venue. This Agreement will be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.
- 18. <u>Severability.</u> If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

- 49. Force Majeure. City and Vendor will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party's performance, as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the City in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 13 of this Agreement.
- **20.** <u>Headings Not Controlling.</u> Headings and titles used in this Agreement are for reference purposes only, will not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.
- **21.** Review of Counsel. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, including the attached exhibits.
- **22.** <u>Amendments / Modifications / Extensions.</u> No amendment, modification, or extension of this Agreement will be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.
- **23.** Counterparts. This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.
- **24.** Warranty of Services. Vendor warrants that its services will be of a high quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Vendor's option, Vendor will either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Vendor for the nonconforming services.
- 25. <u>Immigration and Nationality Act.</u> Vendor must verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor will provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor must adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. VENDOR WILL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS. City, upon written notice to Vendor, will have the right to immediately terminate this Agreement

for violations of this provision by Vendor.

- **26.** O nership of Work Product. City will be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation that are created, published, displayed, or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City will be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product will inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product will be considered a "work-madefor-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Vendor hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.
- **27.** Signature Authority. The person signing this Agreement hereby warrants that they have the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of Vendor. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.
- **Change in Company Name or Ownership.** Vendor must notify City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of Vendor or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.
- 29. No Boycott of Israel. If Vendor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Vendor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. By signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.
- 30. Prohibition on Boycotting Energy Companies. Vendor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

- 31. Prohibition on Discrimination Against Firearm and Ammunition Industries. Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.
- **32.** Electronic Signatures. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.
- **33.** Entirety of Agreement. This Agreement contains the entire understanding and agreement between City and Vendor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

(remainder of this page intentionally left blank)

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

By: Valerie Washington (May 16, 2025 10:37 CDT)

Name: Valerie Washington
Title: Assistant City Manager

Date: 05/16/2025

APPROVAL RECOMMENDED:

Mains Maron By:

Name: Marilyn Marvin

Title: Property Management Department

Director

ATTEST:

Jannete & Beresel

By:

Name: Jannette Goodall Title: City Secretary

CONTRACT COMPLIANCE MANAGER:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Denise Garcia

By: Denise Garcia (May 15, 2025 10:54 CDT)

Name: Denise Garcia Title: Purchasing Manager

APPROVED AS TO FORM AND LEGALITY:

By: Amarna Wechaminal

Name: Amarna Muhammad
Title: Assistant City Attorney

CONTRACT AUTHORIZATION:

M&C: 25-0066

M&C Approved: 1/28/2025 **Form 1295**: 2025-1253320

VENDOR:

Mansfield Oil Company of Gainesville, Inc.

Chris Carter

By: Chris Carter (May 14

Name: Chris Carter

Title: Sr. Manager, Bids & Sales Analytics

Date: 05/14/2025

OFFICIAL RECORD CITY SECRETARY FT. WORTH, TX

EXHIBIT A

SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

1.1 The Vendor will provide Motor and Aviation Fuels & Related Services including, but not limited to, finished motor gasoline, finished aviation gasoline, Kerosene-Type Jet Fuel, Distillate Fuel Oil for on-highway and off-highway diesel engines, Renewable Diesel, Biodiesel, and Diesel Exhaust Fluid. The City will purchase these products and services on an "as needed basis" for the Property Management Department.

2.0 **DEFINITIONS**

- 2.1 City: The City of Fort Worth
- 2.2 Deliverable: Any products, services, report, software, hardware, data, documentation, or other tangible item that the Successful Proposer is required to provide to the City under the terms of a Contract.
- 2.3 Successful Proposer or Awarded Vendor: The proposer(s) that are offered a contract by the City of Fort Worth.
- 2.4 OPIS: Oil Price Information Service (https://www.opisnet.com/)
- 2.5 Vendor: A Proposer or an individual, partnership or corporation that is responsible for the performance of services under a contract awarded by the City, a Successful Proposer.
- 2.6 Transport Load: 7,000 to 9,000 gallons
- 2.7 Tank Wagon Load: 100 to 5,999 gallons
- 2.8 Short Transport Load: 4,001 to 6,999 gallons
- 2.9 Bobtail Load: 0 to 4,000 gallons
- 2.10 B.P.: Boiling Point
- 2.11 Split Load: Delivery where the Vendor delivers fuel to multiple city locations in one trip.
- 2.12 Split Load Fee: A fee for a delivery where the Vendor delivers fuel to multiple city locations in one trip.

- 2.13 Pump off Fee: A fee for pumping fuel into an above ground tank.
- 2.14 Stick Reading: A stick reading is a measurement of the fuel or fluid in a tank that is obtained by inserting a marked measuring stick into the tank.
- 2.15 American Society for Testing and Materials (ASTM): is a standards organization that develops and publishes voluntary consensus technical international standards for a wide range of materials, products, systems and services.
- 2.16 The following definitions are provided to establish a common understanding of the scope of this Agreement. The source for these definitions is the Energy Information Administration, which provides energy statistics for the U.S. government through the Department of Energy (http://www.eia.gov/).
 - 2.16.1 Biodiesel: Any liquid bio-fuel suitable as a diesel fuel substitute or diesel fuel additive or extender. Biodiesel fuels are typically made from oils such as soybeans, rapeseed, or sunflowers, or from animal tallow. Biodiesel can also be made from hydrocarbons derived from agricultural products such as rice hulls.
 - 2.16.2 Conventional Gasoline: Finished motor gasoline not included in the oxygenated or reformulated gasoline categories.
 - 2.16.3 Renewable Diesel: Hydrotreating (hydro processing hydrodeoxygenation) also called renewable diesel is a biomass- derived transportation fuel suitable for use in diesel engines. It meets the ASTM D975 specification in the United States and EN 590 in Europe.
 - 2.16.4 Distillate Fuel Oil: A general classification for one of the petroleum fractions produced in conventional distillation operations. It includes diesel fuels and fuel oils. Products known as No. 1, No. 2, and No. 4 diesel fuel are used in on highway diesel engines, such as those in trucks and automobiles, as well as off-highway engines, such as those in railroad locomotives and agricultural machinery.
 - 2.16.5 Finished Aviation Gasoline: A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in aviation reciprocating engines. Fuel specifications are provided in ASTM Specification D 910, and Military Specification MIL-G5572.
 - 2.16.6 Finished Motor Gasoline: A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in spark-ignition engines. Motor gasoline, as defined in ASTM Specification D 4814 or Federal Specification VV-G-

- 1690C, is characterized as having a boiling range of 122° to 158° degrees Fahrenheit at the 10 percent recovery point to 365° to 374° degrees Fahrenheit at the 90 percent recovery point. Motor Gasoline includes conventional gasoline; all types of oxygenated gasoline, including gasohol; and reformulated gasoline, but excludes aviation gasoline. Finished motor gasoline includes all ethanol blended gasoline (e.g. E10, E85).
- 2.16.7 Kerosene-Type Jet Fuel: A kerosene-based product having a maximum distillation temperature of 400° degrees Fahrenheit at the 10-percent recovery point and a final maximum boiling point of 572° degrees Fahrenheit and meeting ASTM Specification D 1655 (Clear, No Additive) and Military Specifications MIL-T- 5624P and MIL-T-83133D (Grades JP-5 and JP-8). It is used for commercial and military turbojet and turboprop aircraft engines.
- 2.16.8 Oxygenated Fuels Program Reformulated Gasoline (OPRG): is reformulated gasoline which is intended for use in an oxygenated fuels program control area during an oxygenated fuels program control period.
- 2.16.9 Reformulated Gasoline (RFG): Finished motor gasoline formulated for use in motor vehicles, the composition and properties of which meet the requirements of the reformulated gasoline regulations promulgated by the U.S. Environmental Protection Agency under Section 211(k) of the Clean Air Act. This category includes oxygenated fuels program reformulated gasoline (OPRG) but excludes reformulated gasoline blend-stock for oxygenate blending (RBOB).
- 2.16.10 Diesel Exhaust Fluid (DEF): commonly referred to as AdBlue in Europe and standardized as ISO 22241 is an Aqueous Urea Solution made with 32.5% high-purity urea (AUS 32) and 67.5% deionized water. DEF is used as a consumable in selective catalytic reduction (SCR) in order to lower NOx concentration in the diesel exhaust emissions from diesel engines.

3.0 **COST**

3.1 <u>Benchmark Index Pricing</u> – To determine pricing a formula will be utilized, consisting of a Benchmark Index and a Market Differential. Descriptions of the components of this price formula are provided below.

3.1.1 Benchmark Index

3.1.1.1 The City utilizes a benchmark index to establish a verifiable baseline fuel price per gallon. The benchmark index will be based on data provided by the Oil Price Information Service (OPIS) for Diesel and Unleaded. Specifically, the OPIS Contract Benchmark

File for Dallas Metro Texas will be utilized to establish the benchmark for each Rack market, and the 10:00 A.M. Eastern Standard Time (EST) Contract Rack Average prices for each fuel product will be the benchmark index. The OPIS Contract Benchmark File for Dallas Metro Texas is a snapshot of the Rack Average Vendor posting in each OPIS rack market at approximately 10:00 A.M. (EST) each day, including Saturday, but excluding Sunday. The snapshot includes all price moves from 6:00 P.M. (EST) the prior day up until the price file is frozen at approximately 10:00 A.M. (EST). The snapshot includes the prompt payment discounts offered by Vendors. The City prefers to utilize PLATTS Gulf Coast benchmark pricing for Jet-A fuel. If the vendor is proposing to use a different benchmark pricing for Jet-A, the benchmark pricing reports must be provided to the City on the date of each delivery.

3.1.1.2 **Dallas Metro Texas Net Rack Average** The benchmark index to be utilized for this agreement is based on the date of fuel delivery to the City.

3.1.2 Market Differential

3.1.2.1 The Market Differential set by the Vendor for each Rack market that Vendor is capable of providing motor and aviation fuels & related products and services for. The Market Differential is a four-digit decimal numerical value that is added to or subtracted from the benchmark index for a given fuel product by the Rack market. The Market Differential includes all cost and profit components determined by the Vendor, but should exclude any applicable taxes (see Taxes below) and delivery charges to the City (see Delivery/Freight below). Contract Market Differential prices are firm for the term of the contract except that price revisions will be permitted in accordance with the City of Fort Worth terms set forth herein. New differential pricing shall be commensurate with existing rack market differential pricing for the region whenever possible. This pricing is in connection with the Benchmark Index pricing.

3.1.3 Taxes

3.1.3.1 The City of Fort Worth may be a tax-exempt organization regarding federal, state, and/or local taxes on motor and aviation fuels & related products and services. It is the Vendor's responsibility to accurately assess, collect and remit to any taxing authority any fuel taxes after determination by the City of its tax-exempt status regarding any and all taxes on motor and aviation fuels & related products and services.

- 3.1.3.2 The price for fuels will be increased by the amount of any after-imposed tax, unless the legislative, judicial or administrative act says otherwise, or if the Vendor states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and become effective upon such written notice. "After-imposed tax" means any new or increased Federal, State and Local excise tax or duty, except social security or other employment taxes, on fuel purchased using this agreement which the Vendor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the effective date of the agreement.
- 3.1.3.3 The price for fuels will be decreased by the amount of any afterrelieved tax. Such decrease shall be effective when realized.

 "After-relieved tax" means any amount of Federal, State and Local
 excise tax or duty, except social security or other employment
 taxes, that would otherwise have been payable on fuel purchased
 using this agreement for which the Vendor is not required to pay or
 bear the burden of, or for which the Vendor obtains a refund or
 drawback, as the result of legislative, judicial or administrative
 action taking effect after the effective date of the agreement.
- 3.1.3.4 In accordance with IRS notice 88-30, the City of Fort Worth falls into the guidelines outlined in this section are exempt from paying a federal excise tax on diesel and/or aviation fuel. The City of Fort Worth, if applicable, will sign a certificate of exemption, to be maintained on file with the Vendor for the duration of the agreement.

3.1.4 Delay Time

3.1.4.1 Delay time is defined as the period of time in hours, or part thereof, that a delivery truck has to wait before it can deliver its load. Delay time will be charged on a rate per hour in 15- minutes increments.

3.1.5 Special Allowances

3.1.5.1 Any special allowances are not included in the price. However, if the Vendor extends such allowances during the term of the contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, such allowances will also be available to the City in the maximum amount extended to others who contract to purchase fuel under similar contractual terms and conditions.

3.2 Special Offers/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Vendor(s) may conduct sales promotions involving price reductions for a specified lesser period. Vendor(s) may offer the City competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

3.3 Additional Pricing/Fees

- 3.3.1 Any additional pricing/fees associated with delivery of products including short load, split load charges must be included in Exhibit B, Payment Schedule.
- 3.3.2 If Vendor charges an administrative fee for bobtail/wagon load fuel deliveries, the administrative fee per gallon must be included in Exhibit B, Payment Schedule and broken into the following structure of delivery gallons: 500 or less; 501 to 1,000; 1,001 to 1,500; 1,501 to 2,000; and 2,001 to 4,000. All Transports and/or Short Transports (4,001 to 9,000-gallon deliveries) will NOT incur the bobtail/wagon load administrative fee.
- 3.3.3 Freight should be determined based on the closest terminals to the City's requested destination.

4.0 OPIS LICENSING

4.1 The City has selected the OPIS Net Contract Rack pricing for Dallas Metro, Texas for diesel and unleaded deliveries. The Rack Average is the price index benchmark for settlement under this contract. Vendors must be aware that OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of federal copyright law. It is highly encouraged that both Vendors and purchasers of fuel tied to OPIS pricing subscribe to OPIS to verify the prices that are used in fulfilling this contract.

5.0 ADDITIONAL PRODUCTS, QUALITY, AND SERVICES

5.1 The product quality must meet and/or exceed Federal and state Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA), attainment, and nonattainment area guidelines. The Clean Air Act requires EPA to regulate fuels and fuel additives for use in motor vehicle, motor vehicle engine, or nonroad engine or nonroad vehicle if such fuel, fuel additive or any emission products causes or contributes to air or water pollution that may endanger the public health or welfare. EPA must also address emission products of such fuel or fuel additives that may impair any emission control devices used on vehicles or engines to reduce harmful emissions. All petroleum products and services offered will be the sole responsibility of the Vendor.

- Gasoline regulations are under 40 CFR Part 80 ("Regulation of Fuels and Fuel Additives"): subparts A (general provisions, applying to all 40 CFR Part 890 fuels programs), B (controls and prohibitions), C (oxygenated gasoline), D & E (reformulated gasoline), G (detergent gasoline program), H & O (gasoline sulfur) and J & L (gasoline toxics).
- 5.3 All gasoline and diesel motor vehicle fuel additives are required to be registered in accordance with the regulations at 40CFR 79. Gasolines are required to contain detergent additives which have been certified in accordance with the regulations at 40 CFR 80, Subpart G.
- Lists of registered gasoline and diesel additives, and certified gasoline detergent additives, are available at <u>Registered Fuels & Fuel Additives Under 40 CFR Part 79</u>. The regulations are available from the Government Printing Office's GPO Access Service at http://www.ecfr.gov/cgi-bin/ECFR?page=browse.
- 5.5 Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, alternative pricing will be negotiated that does not include cost plus a percentage of cost or pricing based on time and materials. Products and services provided in a situation where the City is eligible for federal funding, Vendor is subject to and must comply with all federal requirements applicable to the funding.
- 5.6 The City reserves the right to add, delete and/or acquire fuel hedging fixed prices and/or consigned fuel for products/services (e.g. Collars, Call Options, Swaps) the Vendor can supply which are similar to, but not specifically called for in this agreement. The procedure for such acquisitions will be as follows:
 - 5.6.1 The City's Property Management Department will obtain from the Vendor a letter (on their company letterhead) verifying the products/service to be added. The letter will include:
 - 5.6.1.1 Complete description of the item(s),
 - 5.6.1.2 Location (if applicable),
 - 5.6.1.3 City Secretary Contract Number and
 - 5.6.1.4 NYMEX based fixed unit price quotes (gal/\$) as well as differential price to the City (in a mutually agreed upon format) and the applicable contract period or term as requested.
 - 5.6.2 Upon receipt and approval by the City, the product/service will automatically become part of the contract.
 - 5.6.3 Upon approval, the Vendor will expeditiously arrange for execution of the transaction and issue a transaction confirmation for City and/or governmental agency execution evidencing the purchase.

5.7 Consigned Fuel Supply

5.7.1 For locations with onsite fueling stations the Vendor may provide consignment-based fuel services whereby the Vendor owns the fuel tanks that is billed once dispensed from the facility. The City must have a fuel control terminal on hand with proper connectivity to administer and record fueling and storage tanks must have tank monitoring systems with proper connectivity to report inventory levels. The Vendor will maintain adequate inventory levels per business rules mutually agreed upon with the City. A reconciliation or true-up process will occur periodically to ensure accuracy and accountability.

6.0 VENDOR RESPONSIBILITIES

- 6.1 The City of Fort Worth reserves the right, at its sole discretion, to change the list of fuel types covered either by the deletion of fuel types no longer needed or addition of other fuel types or fuel additives as may become necessary for the City. When a class, type or category of fuel is to be added to this agreement, the City of Fort Worth will supply specifications for such fuel to Vendor(s) on this agreement no less than fifteen (15) days in advance of the first request for pricing for such fuels.
- 6.2 All motor and aviation fuels & related products and services delivered under this agreement will meet or exceed the specifications and will not contain any foreign substances or water.
 - 6.2.1 The Vendor must ensure every fuel delivery to the City of Fort Worth receives the best quality fuel or the vendor will be subject to drain tanks, clean tanks, and refuel with quality fuel.
- 6.3 Allocation in the event of a fuel shortage and/or catastrophic conditions, the Vendor must be capable of providing fuel to the City of Fort Worth under this agreement. Vendor agrees that delivery of products covered by this agreement will be made in a priority manner for the City to the exclusion of non-governmental agencies during times of shortages and/or catastrophes.
- 6.4 Emergency Purchasing in the event that an emergency or disaster is declared by the City according to applicable laws governing states of emergency and disasters requiring the prompt and immediate delivery of products or services, the City reserves the right to obtain such products or services at the City's discretion. Vendor(s) who are able to provide those products and services are to meet the needs of the emergency purchasing requirements including following any applicable laws, which will meet the needs of such emergency. When conditions allow (weather related) the City expects fuel deliveries for emergency equipment as soon as conditions are safe. Vendor will not be entitled to any claim or lost

- profits for products or services procured from other sources pursuant to this paragraph.
- 6.5 If rental equipment is utilized, the rental equipment must be certified as legal transport carriers to transport fuel.
- 6.6 All products provided must be warrantied against all contaminants and/or water.
- 6.7 If there is a discrepancy between the purchase order and what is listed on the contract, it is the Vendor's obligation to seek clarification from the ordering agency.

7.0 ETHANOL, GASOLINE, AND E85 FUEL SPECIFICATIONS

7.1 Table #1

Property	Ethanol	Gasoline	E85
Chemical Formula	С2Н5ОН	C4 to C12 Hydrocarbons	C4 to C12 Hydrocarbons and Oxygenated Hydrocarbons
Main Constituents (% by weight)	52 C, 13 H, 35 O	85-88 C, 12-15 H	57 C, 13 H, 30 O
Octane (R+M)/2	98-100	87-94	95-97
Lower Heating Value (British thermal unit (BTU) per gallon)	76,300	116,900	83,600- 89,400
Gasoline Gallon Equivalence (v/v gasoline)	1.5	1	1.3-1.4
Miles per Gallon Compared to Gasoline	67%	_	73%
Reid Vapor Pressure (psi)	2.3	7-16	7-12
Ignition Point—Fuel in Air (%) Temperature (approx.) (°F)	3-19 850	1-8 495	*
Specific Gravity (60/65°F)	0.794	0.72-0.78	0.78
Cold Weather Starting	Poor	Good	Good
Air-Fuel Ratio (by weight)	9	14.7	10
Hydrogen-Carbon Ratio *Depends on hydrocarbon blending comp	1.85	2.75-2.95	

7.2 The E85 specifications above and below (7.1: Table #1, and 7.4: Table #3) represent ASTM D5798-07 Standard Specification for Fuel Ethanol for Automotive Spark Ignition Engines. But not limited to if proven by the federal government and/or TCEQ as no longer an approved Standard Specification.

7.3 Table #2

ASTM D5798-07 Standard Specification for Fuel Ethanol (Ed75-Ed85) for Automotive Spark- Ignition Engines					
Property	Value for Class				
ASTM Volatility Class	1	2	3		
Ethanol Plus Higher Alcohols (minimum volume %)	79	74	70		
Hydrocarbons (including denaturant) (volume %)	17-21	17-26	17-30		
Vapor Pressure at 37.8°C kPa psi	38-59 5.5-8.5	48-65 7.0-9.5	66-83 9.5-12.0		
Lead (maximum, mg/L)	2.6	2.6	3.9		
Phosphorus (maximum, mg/L)	0.2	0.3	0.4		
Sulfur (maximum, mg/kg)	210	260	300		
All Clas	sses				
Methanol (maximum, volume %)	0.5				
Higher Aliphatic Alcohols, C3-C8 (maximum volume %)	2				
Water (maximum, mass %)	1.0				
Acidity as Acetic Acid (maximum, mg/kg)	50				
Inorganic Chloride (maximum, mg/kg)	1				
Total Chlorine as Chlorides (maximum, mg/kg)	2				
Gum, Unwashed (maximum, mg/100 mL)	20				
Gum, Solvent-Washed (maximum, mg/100 mL)	5.0				
Copper (maximum, mg/100 mL)	0.07				
Appearance	Product will be visibly free of suspended or precipitated contaminants (will be clear and bright).				

7.4 Table #3 - Comparison of E10 Fuel Properties

Property	Ethanol	Gasoline
Chemical Formula	С2Н5ОН	C4 to C12 Hydrocarbons
Molecular Weight	46.07	100-105
Composition, weight % Carbon	52.2	85-88
Hydrogen	13.1	12-15

Oxygen	34.7	0
Relative Density, 60/60°F	0.794	0.69-0.793
Density, lb/gl@60°F	6.61	5.8-6.63
Lower Heating Value	11,500	18,000-19,000
Btu/lb (British thermal unit (BTU) per gallon) @60°F	76,300	109,000-119,000
Boiling Temperature, °F	173	80-437
Freezing Point, °F	-173.4	-40
Vapor Pressure, psi	2.3	6-15
Blending Reid Vapor Pressure, psi	18	6-15
Octane (R+M)/2	112.5-115a/	87-94
Water Solubility, @70,°F Fuel in Water Vol %	100	Negligible
Water in Fuel Vol %	100	Negligible
Flash point, close cup, °F	55	-45
Autoignition Temperature, °F	~793	~495
Flammability limits, Vol % Lower	4.3	1.4
Higher	19.0	7.6
Latent Heat of Vaporization Btu/lb @ 60 °F	396	~150
Btu/gal @ 60°F	2,378	~900
Stoichiometric Air/Fuel Ratio, Weight	9.00	14.7

Note: Values shown are typical octane blending values for ethanol as reported. Octane blending values vary with oxygenate concentration, base fuel octane and composition.

7.5 The above specifications may vary slightly depending on the Vendor and manufacturer of fuel. Any variance from the above or below specifications must be approved by the City of Fort Worth Property Management Department- Fuel Manager, or designee. It will contain additive package and corrosion inhibitors, but not limited to; if proven by the federal government and/or TCEQ as no longer an approved additive or corrosion inhibitor. If product package and/or corrosion inhibitor is changed or altered, the new formulation must meet and/or exceed the federal government and/or TCEQ approved formulation standards.

8.0 GENERAL PRODUCT REQUIREMENTS

8.1 It is anticipated that the (TxLED) Ultra Low Emission Diesel #1, #2, Red Dyed Diesel, and/or Biodiesel to be furnished will fall within the broad specifications listed below. If the Diesel does not fall within these specifications, the variances will be notified in writing and the City of Fort Worth reserves the right to accept or reject the product if the variances are considered excessive.

- In addition, it is the intent of City of Fort Worth to purchase (TxLED) Ultra Low Emission Diesel #1, #2, Red Dyed Diesel and/or (SME) Soy- Methyl-Ester, a virgin vegetable oil blend stock bio-diesel/TxLED blend, meeting ASTM D 6751 and BQ9000 furnished by the Vendor and will be same grade reformulated (TxLED) Ultra Low Emission Diesel offered through the Vendor's regular retail outlet.
- 8.3 The Texas Ultra Low Emission Diesel will contain same additive package, including, but not limited to ORYXE (OR-LED 2 and/or OR- LED 3 bio), if additive packages are proven by the federal government and/or Texas Commission of Environmental Quality (TCEQ) as no longer an approved additive. The Vendor will ensure the producer of the bio-diesel is complying with 30 Texas Administrative Code (TAC) 114.316(k) regarding sampling and testing requirements and complying with all federal government and/or TCEQ on approved additive packages.
- 8.4 Renewable Diesel is distinct from biodiesel. While renewable diesel is chemically similar to petroleum diesel, biodiesel is a mono-alkyl ester, which has different physical properties and hence different fuel specifications (ASTM D6751 and EN 14214). The two fuels are also produced through very different processes. While biodiesel is produced via transesterification, renewable diesel is produced through various processes such as hydrotreating (isomerization), gasification, pyrolysis, and other thermochemical and biochemical means. Moreover, biodiesel is produced exclusively from lipids (such as vegetable oils, animal fats, grease, and algae), whereas renewable diesel is produced from lipids and cellulosic biomass (such as crop residues, woody biomass, and dedicated energy crops).

8.5 Table #5

Properties	Petro diesel	Biodiesel	Renewable Diesel
Cetane#	40-55	50-65	75-90
Energy Density, MJ/kg	43	38	44
Density, g/ml	0.83-0.85	0.88	0.78
Energy Content, BTU/gal 129 K	129 K	118 K	123 K
Sulfur	<10 ppm	<5 ppm	<10 ppm
NOx Emission	Baseline	+10	-10 to 0
Cloud Point, C	-5	20	-10
Oxidative Stability	Baseline	Poor	Excellent

Cold Flow Properties	Baseline	Poor	Excellent
Lubricity	Baseline	Excellent	Similar

8.6 Table #6 – Renewable Diesel

	Analys	sis of REG-900	0/RHD		
Property	Value	ASTM D975 No. 2-D Limit	REG- 9000® Limit*	Units	Test Method (current revision)
Cloud point:	-14	Report	Report	°C	D5771
Water & Sediment:	< 0.05	0.05, max	0.05, max	% volume	D2709
Conductivity:	77	25, min	25, min	pS/m	D2624
Appearance:	Clear & Bright	Clear & Bright	Clear & Bright	N/A	D4176, Procedure 1
API Gravity @ 60°F:	49.3	N/A	Report	N/A	D4052
Specific gravity @ 60°F:	0.7828	N/A	Report	N/A	D4052
Flash point:	67.1	52, min	52, min	°C	D93A
Total Sulfur:	<1	15, max	2, max	ppm (mg/kg)	D5453
Ramsbottom Carbon:	0.04	0.35, max	0.35, max	% mass	D524
Ash:	<0.001	0.01	0.01	% mass	D482
Kinematic Viscosity at 40 °C:	3.2	1.9 – 4.1	1.9 – 4.1	mm2/sec	D445
Copper Corrosion (3 hrs. at 50 °C):	la	No. 3	No. 1b	N/A	D130
Distillation Temperature, at 90%:	301	282 – 338	282 – 338	°C	D86
Cetane Index:	96	40, min	65, min	N/A	D4737, Procedure A

9.0 DIESEL FUEL COMPONENT SPECIFICATIONS

9.1 Diesel #1 Kerosene based Diesel Clarification

- 9.1.1 Fungibles #1 fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%) max., maximum sulfur content of (<15ppm) or less.
 - 9.1.1.1 Components: Light hydrocarbon distillate 60%, Kerosene 40%, pour point improver <15 PPM.
 - 9.1.1.2 Flammable properties: Flash point 100 to 162 degrees F, autoignition temp. 220°C to (428 degrees F), explosive limits by % volume in air lower 0.4/upper 8%.
 - 9.1.1.3 Boiling point 380 degrees, specific gravity (H20=1) –0.83 (AIP) 38.5, insoluble in water, vapor pressure @ 20 degrees C MMHG: N/AV, volatile by volume 100%.
- 9.1.2 Fungibles #2 fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%) max., maximum sulfur content of (<15ppm) or less.
 - 9.1.2.1 Components: Petroleum distillates –100%, pour point improver <15 PPM.
 - 9.1.2.2 Flammable properties: Flash point 125 to 190 degrees F, autoignition temp. 257.2°C to (495 degrees F), explosive limits by % volume in air lower 0.4/upper 8%.
 - 9.1.2.3 Boiling point 325 to 700*F degrees, specific gravity 0.84 to 0.93 (H20=1) @ 60°F, insoluble in water, vapor pressure <0.7kPa (<5.2 mm Hg @ 20 degrees C, vapor density 3 (Air =1), volatility negligible, evaporation rate 0.02.
- 9.2 Blend of specs 9.1.1 and 9.1.2 (70/30 blend) Diesel Clarification
 - 9.2.1 Fungible #1 split load 70/30 blend (DF#2-70%/DF#1-30%) fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%) max., maximum sulfur content of (<15ppm) or less.
 - 9.2.1.1 Pricing on 70/30 blend will be based on the DF#1-30%. (70%-#2 Dallas Metro Texas average rack price and 30%-#1 Dallas Metro Texas average rack price for date of delivery).
- 9.3 Standard Diesel Clarification
 - 9.3.1 Fungible #2 split load DF/BIO-DF blend (DF#2 #00%/BIO#00%) fuel oil distillate with a minimum cetane number of 48 and aromatics content

(10%) max., maximum sulfur content of (<15ppm) or less. The City will accept up to 5% of bio diesel in the diesel fuel.

9.4 The above specifications may vary slightly depending on the Vendor and manufacturer of fuel. Any variance from the above specifications must be approved in writing by the City of Fort Worth.

10.0 JET-A AVIATION FUEL REQUIREMENTS (GRADE 54)

PROPERTIES	ASTM	SPECS	NOTES
ACIDITY, TOTAL MG KOH/G	MAX	D874	0.1
AROMATICS, VOL %	MAX	D1319	22 A
MERCAPTAN SULFUR, WT. %	MAX	D3227	0.003
SULFUR, TOTAL WT. %	MAX	D4294	0.3
DISTILLATION		D96	
10% RECOVERED F	MAX		400
50% RECOVERED F			REPORT
95% RECOVERED F			REPORT
END POINT	MAX		572
DISTILLATION RESIDUE, VOL%	MAX		1.5
DISTILLATION LOSS, VOL%	MAX		1.5
FLASH POINT, F		D58	104 MIN.° B
GRAVITY, API @ 60° F	MAX	D4052	37-51
FREEZING POINT, C	MAX	D2346	40
VISCOSITY, -4° F CST	MAX	D445	8
NET HEAT OF COMBUSTION, BTU/LB.	MIN	D1406	18,400 C

COMBUSTION PROPERTIES:

ONE OF THE FOLLOWING REQUIREMENTS MUST BE MET:

1. LUMINOMETER NO., OR	MIN	D1740	45
2. SMOKE POINT, OR	MIN	D1322	25
3. SMOKE POINT AND	MIN	D1322 & D1840	19
NAPHTNALENES VOL%	MAX		3.0
CORROSION, COPPER STIP, 2 HRS. @ 212° F	MAX	D130	NO.1

THERMINAL STABILITY:

PROPERTIES	ASTM	PECS	NOTES	61
FILTER PRESSURE DROP (MNHG)	MAX	D3241	25	E
TUBE DEPOSIT LESS THAN				CODE 3
EXISTENT GUM MAX, MG/100ML	MAX	D391	7.0	
WATER REACTION:		D1024		
SEPARATION RATING	MAX		+2	
INTERFACE RATING	MAX		18	
ADDITIVES				F
APPEARANCE				G
COLOR, SAYBOLT	MIN	D156	15	
WSIM	MIN	D3948	85	
CONDUCTIVITY (PS/M)		REPORT		

11.0 JET-A AVIATION TURBINE FUEL REQUIREMENTS

PHYSICAL PROPERTIES:

BOILING POINT: 572° F (300° C) POUR POINT: ND

SPECIFIC GRAVITY: 0.7753- 0.8398 PH: Essentially Neutral

MELTING POINT: ND FREEZING POINT: -40°F (-40°C)

% VOLATILE: ND APPEARANCE/ODOR: Pale Yellow, Clear

Liquid with Kerosene-Like Odor

Vapor Pressure: Very Low Evaporation Rate (Water): Very Low

Flash Point: 100° F (37.8°C) Tag Closed Cup

Vapor Density 5.7(Approximate): Autoignition Temperature: 410°F (210° C) Viscosity: 8

CST Flammability Limits in Air: (% By Vol.) Lower: 0.7

% Solubility in Water: Negligible

Flammability Limits in Air: (% By Vol.) Upper: 5 Octanol/Water Partition Coefficient:

ND

PROPERTIES	ASTM	SPECS	NOTES
COMPOSITION			
ACIDITY, TOTAL MG KOH/G	MAX	D1655	0.1
AROMATICS, VOL %	MAX	D1655	25
MERCAPAN SULFER, WT.%	MAX	D1655	0.003
SULFER, TOTAL WT.%	MAX	D1655	0.3
DOCTOR TEST (N=NEGATIVE)			N
PROPERTIES	AST	M SPECS	NOTES
DISTILLATION			.,,
10% RECOVERED F			400°F (204.4°C)
20% RECOVERED F			
50% RECOVERED F			REPORT
90% RECOVERED F			REPORT
FINAL B.P. POINT F	MAX	D1655	572°F (300°C)
DISTILLATION RESIDUE, VOL%	MAX		1.5
DISTILLATION LOSS, VOL%	MAX		1.5
FLASH POINT, F		D1655	100°F (37.8°C)
GRAVITY, API@ 60°F	MAX	D1655	37-51
RELATIVE DENSITY (@15.5°)			0.7753-0.8398
FREEZING POINT, C	MAX	D1655	-40°F (-40°C)
VISCOSITY, -4° F CST	MAX	D1655	8
NET HEAT OF COMUSTION, BTU/LI	B. MIN	D1655	18,400(42.8 MJ/KG)
COMBUSTION PROPERTIES			
ONE OF THE FOLLOWING REQUIR MUST BE MET:	EMENTS		
1. LUMINOMTER NO., OR	MI	N D1655	45
2. SMOKE POINT, OR	Ml	N D1655	25
3. SMOKE POINT, AND	Ml	N D1655	18
NAPHTNALENES VOL%	M	AX	3.0

CORRSION, COPPER STRIP, 2 HRS. @ 212° F MAX D1655 NO.1

THERMAL STABILITY

A. JFTOT DELTA P MAXIMUM (MM HG) MAX D1655 25

B. JFTOT MAXIMUM TUBE COLOR CODE MAX D1655 <3

PROPERTIES	ASTM	SPECS	NOTES
CONTAMINANTS			
COKER TUBE COLOR CODE		D1655	3
EXISTENT GUM MAXIMUM (MG/I00ML)	MAX	D1655	7
PARTICULATE MAXIMUM (MG/I)	MAX	D1655	
WATER REACTION SEPARATION MAXIMUM	MAX	D1655	2
WATER RECATION INTERFACE MAXIMUM	1 MAX	D1655	LB.
WSIM MINIMUM		D1655	85 (Clear, No Additives)

NOTES: Minimum 104°F temperature applies at the origin location, minimum of 100°F will apply at destination.

- 11.1 Fuel over 20 volume % and not exceeding 25 volume % of aromatics is permitted provided the Vendor notifies the purchaser of the volume, destination, and aromatic content at date of such shipment.
- 11.2 ASTM Method D56 is the preferred method. In case of dispute, ASTM method D56 will apply.
- 11.3 Use for Jet-A the value calculated from table 8 on EOS 5 and 8 in ASTM method D1405. Test ASTM method D2382 may be used as an alternative. In case of dispute ASTM method D2382 must be used.
- 11.4 Thermal stability test will be conducted for 2.5 hours at a control temperature of 250°C but if the requirements of the above specification are not meet met, the test may be conducted for 2.5 hours at a controlled temperature of 245°C results of both test temperature will be reported by the visual, method: A rating by the tube deposit rating (TDR) optical density is desirable, but not mandatory.
- 11.5 No additives other than ANTI-OXIDANTS AND METAL DEACTIVATORS as set forth in ASTM D1655.

- 11.6 Products will be clear and bright and free of suspended water sediment.
- 11.7 Products will meet military Jet Specifications as specified in ASTM.

11.8 SPECIAL NOTES:

11.8.1 The above specifications may vary slightly depending on the Vendor and manufacturer of Jet-A Aviation fuel. Any variance from the above specifications must be approved by the City. Proposers must submit the specifications on the variance along with the MSDS sheets to the City for review and approval. Required fuel must meet the latest revision of Jet-A fuel ASTM D1655.

12.0 LEGISLATION INFORMATION

- 12.1 This agreement requires that as legislation, both state and federal, governing the content characteristics and /or standards of Conventional Gasoline (including RVP during summer months), Ethanol Blended Gasoline (E85 and E10), Reformulated Gasoline, Oxygenated Gasoline, Diesel, Renewable Diesel, Red Dyed Diesel, Diesel #1, #2, and/or Biodiesel fuel, Aviation Gasoline (Jet-A), Kerosene-Type Jet Fuel, and Diesel Exhaust Fluid could be modified that the providing Vendor will deliver product that complies with the modified legislation.
- 12.2 Fuel additive packages, fuel conditioners, stabilizers and/or hi-flash hi-flo antiicing aviation fuel additive purchased through this contract must be approved and comply with the most recent modified legislation for the state or region receiving the product mentioned herein.

13.0 ORDER PLACEMENT

- 13.1 The City of Fort Worth Property Management Department- Fuel Services Division will be the contact for all City of Fort Worth fuel purchases.
- Orders will be placed by email, requesting specific delivery dates and sites. A purchase order will be issued at that time.

14.0 DELIVERY

- 14.1 Deliveries will be made to the various sites Monday through Friday, according to the hours of operation for that site unless an emergency situation should develop. Emergency contact after 5:00 PM will be provided to the successful Vendor(s).
- 14.2 The bill of lading from the terminal or metered delivery ticket for the bobtails will be provided by the vendor at the time of delivery.
- 14.3 Title and risk of loss of fuel will not pass to buyer until buyer actually receives the

- bill of lading from the terminal and takes possession of fuel at the point of delivery.
- 14.4 Title and risk of loss of Jet-A Aviation Fuel will not pass to the buyer until buyer actually receives the bill of lading from the terminal and take possession of Jet-A Aviation Fuel at the point of delivery.
- 14.5 Deliveries of fuel under this contract are subject to testing, to ensure compliance with specifications. All tests will be made as per method by the American Society of Testing Materials, unless otherwise specified. When the test analysis shows fuel meeting specification, the City will pay for said test. When test analysis shows fuel does not meet specification, contractor will pay for said test. In addition, contractor agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, pump out fuel and replace as necessary.
- 14.6 Deliveries of Jet-A Aviation Fuel under this agreement are subject to test to insure compliance with these specifications. All tests will be made as per method used by the American Society of Testing Materials unless otherwise specified. Vendor will pay for analysis test. In addition, the Vendor agrees to be liable for any charges necessary to bring contaminated tanks within limits, pump fuel out and replace as necessary.

15.0 DELIVERY LOCATIONS

15.1 The following table includes the primary delivery locations throughout the City of Fort Worth.

#	Site	Address	Tank Type	Fuel Type	# Of Tanks	Tank Size (Gallons)
1	James Avenue Service Center	5021 James Avenue Fort Worth, Texas 76115	UST	UNL DSL	2 3	20,000 20,000
2	Brennan Street Service Center	2500 Brennan Ave. Fort Worth, Texas 76106	AST	UNL DSL	2	250 2,000
3	Water Service Center	2201 W. Daggett St. Fort Worth, Texas 76104	AST	DSL	1 1	10,000 12000
4	Southside Service Center	4100 Columbus Tr. Fort Worth, Texas 76133	UST	UNL DSL	1 2	10,000 10,000
5	Southeast Service Center	5000 Martin Luther King Fwy. Fort Worth, Texas 76119	AST	UNL DSL	1 1	12,000 12,000
6	North Service Center	317 Hillshire Drive Fort Worth, Texas 76052	UST UST AST	UNL DSL DEF	2 2 1	20,000 20,000 550

7	Police Heliport	310 Gulfstream Rd. Fort Worth, TX 76106	AST	Jet A	1	12,000	
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16.0 ADDITIONAL DELIVERY SITES

- 16.1 ALL ADDITIONAL DELIVERY SITES HAVE (250, 500, 550, 1000, AND 2000) GALLON TANKS.
- During regular operations, the inventory delivered to the James Avenue Service Center and North Service Center is transferred to additional locations. Only in case of an emergency will the City of Fort Worth request delivery to additional site locations listed in Section 16.4. Unless specifically requested by the Property Management Fleet Fuel Manager, or their designee, delivery to the additional locations will not be allowed. The City will not be responsible for payment for unauthorized deliveries.
- 16.3 The City of Fort Worth reserves the right to add and/or delete delivery sites during the course of this agreement.
- 16.4 Additional Site Locations are as follows:

#	Site	Address	Tank Type	Fuel Type	# Of Tanks	Tank Size (Gallons)
1	Meacham Airport	201 American Concourse Fort Worth, TX 76106	AST	DSL	1	375
2	Meadowbrook Golf Course	1815 Jenson Rd. Fort Worth, TX 76112	AST	UNL DSL	1	500 500
3	Sycamore Creek Golf Course	401 Martin Luther King Jr Fwy, Fort Worth, TX 76104	AST	UNL	1	600
4	Pecan Valley Golf Course	6400 Pecan Valley Dr. Fort Worth, TX 76132	AST	UNL DSL	1 1	500 500
5	Rockwood Park Golf Course	1851 Jacksboro Hwy. Fort Worth, TX 76114	AST	UNL DSL	1 1	500 500
6	Park and Recreation Department North District Service Center	1700 Brennan Ave. Fort Worth, TX 76106	AST	DSL	1	2,000
7	Park and Recreation Department East District Center	2300 Avenue H Fort Worth, TX 76105	AST	DSL	1	2,000

	I	T	1	i		
	Village Creek	4500 Wilma Ln.	AST	UNL	1	3,000
8	Waste Water	Arlington, TX 76012	AST	DSL	1	3,000
	Treatment Plant		1101		•	2,000
9	Fire Station #01	120 N. Pecan Street	AST	DSL	1	500
	The Station #01	Fort Worth TX, 76102	7151	Dob	1	300
10	Fire Station #02	1000 Cherry St.	AST	DSL	1	2,000
10	THE Station 1702	Fort Worth, TX 76102	7151	DOL	1	2,000
11	Fire Station #03	4700 Ramey Ave.,	AST	DSL	1	500
11	rife Station #05	Fort Worth, TX 76105	ASI	DSL	1	300
12	Fine Station #04	2954 Old Mansfield Rd.	ACT	DGI	1	500
12	Fire Station #04	Fort Worth, TX 76119	AST	DSL	1	500
12	E: C: 1105	850 Irma Street	A CIT	DOI	,	1.000
13	Fire Station #05	Fort Worth, TX 76104	AST	DSL	1	1,000
	7. 6	925 Morrison Dr.		UNL	1	500
14	Fire Station #07	Fort Worth, TX 76120	AST	DSL	1	500
		1101 12th Ave.				
15	Fire Station #08	Fort Worth, TX 76104	AST	DSL	1	1,000
		2575 Polaris Dr.		-		
16	Fire Station #09	Fort Worth, TX 76137	AST	DSL	1	500
		1900 Texan Dr.				
17	Fire Station #11	Justin, TX 76247	AST	DSL	1	1,000
		120 N.W. 22nd Street	ACT	UNL	1	500
18	Fire Station #12		AST		_	
		Fort Worth, TX 76164	AST	DSL	1	500
19	Fire Station #13	5333 Lea Crest Ln.	AST	DSL	1	500
		Fort Worth, TX 76135				
20	Fire Station #14	2737 Meadowbrook Dr.	AST	UNL	1	550
	The Station // T	Fort Worth, TX 76103	1101	DSL	1	500
21	Fire Station #15	3100 Azle Ave.	AST	DSL	1	500
	THE Station #15	Fort Worth, TX 76106	ASI	DOL	1	300
22	Fire Station #16	5933 Geddes Ave.	AST	DSL	1	500
	The Station #10	Fort Worth, TX 76107	ASI	DSL	1	300
23	Fire Station #17	5151 Hemphill Street	ACT	DSL	1	1,000
23	Fire Station #17	Fort Worth, TX 76115	AST	DSL	1	1,000
24	E C(-1; //10	2613 Carnation Ave.	A CIT	DOI	1	500
24	Fire Station #19	Fort Worth, TX 76111	AST	DSL	1	500
2.5	T' 0 1 100	901 Woodhaven Blvd.	4.GT	Dat		500
25	Fire Station #20	Fort Worth, TX 76112	AST	DSL	1	500
	D . C	3501 South Hills Ave.				-00
26	Fire Station #21	Fort Worth, TX 76109	AST	DSL	1	500
		4849 Wilbarger Street				
27	Fire Station #22	Fort Worth, TX 76119	AST	DSL	1	500
		3201 Portales Dr.				
28	Fire Station #23	Fort Worth, TX 76116	AST	DSL	1	500
		Ton worm, IA /0110				

29	Fire Station #26	6124 S. Hulen Street Fort Worth, TX 76133	AST	DSL	1	500
30	Fire Station #27	2940 Precinct Line Rd. Fort Worth, TX 76118	AST	DSL	1	1,000
31	Fire Station #28	1300 Everman Parkway Fort Worth, TX 76140	AST	DSL	1	500
32	Fire Station #29	6400 Westcreek Dr. Fort Worth, TX 76133	AST	DSL	1	500
33	Fire Station #31	4209 Longstraw Dr. Fort Worth, TX 76137	AST	UNL DSL	1 1	550 550
34	Fire Station #32	10201 White Settlement Rd. Fort Worth, TX 76108	AST	DSL	1	550
35	Fire Station #33	14650 Statler Blvd. Fort Worth, TX 76155	AST	DSL	1	1,000
36	Fire Station #34	14101 Sendera Ranch Blvd. Haslet, TX 76052	AST	DSL	1	1,000
37	Fire Station #35	2201 Flight Line Rd. Fort Worth, TX 76177	AST	UNL DSL	1	1,000
38	Fire Station #36	5045 Columbus Trail Fort Worth, TX 76123	AST	DSL	1	500
39	Fire Station #37	4721 Ray White Rd. Keller, TX 76244	AST	DSL	1	500
40	Fire Station #38	13280 Park Vista Blvd. Keller, TX 76248	AST	DSL	1	1,000
41	Fire Station #39	7655 Oakmont Blvd. Fort Worth, TX 76132	AST	DSL	1	500
42	Fire Station #41	11400 Willow Springs Rd. Haslet, TX 76052	AST	DSL	1	1,000
43	Fire Station #42	450 E Rendon Crowley Rd. Burleson, TX 76028	AST	DSL	1	1,000
44	Fire Station #43	2200 Walsh Ranch Parkway Aledo, TX 76008	AST	DSL	1	1,000
45	Fire Station #45	1901 Quail Grove Dr. Fort Worth, TX 76177	AST	DSL	1	1,000
46	Will Rogers Memorial Center	3401 W Lancaster Ave. Fort Worth, TX 76107	AST	UNL DSL	1 1	500 500

17.0 DELIVERY/FREIGHT CHARGES

17.1 Fuel delivery charges are to be determined separately and apart from the Market Differential included in Exhibit B, Payment Schedule (i.e., the Market Differential must not include cost estimates for delivery).

- 17.2 Delivery charges will be a direct cost pass-through to the City. No mark-up or profit will be added to actual freight / delivery cost. When determining delivery charges specific to each City location, Vendor must identify additional charges, if any, for split deliveries at different locations or for loads smaller than tank loads.
- 17.3 Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order. Delivery will be made in accordance with instructions by the Property Management Department Fuel Manager and petroleum bulk storage regulations.
- 17.4 Vendor's delivery trucks MUST BE EQUIPPED WITH CALIBRATED METERS to accurately measure quantities delivered. Vendor will adjust for volume changes by temperature variations using API Gravity correction. All trucks used for delivery must have the ability to measure fuel delivered and correctly record the volume delivered to 60 degrees Fahrenheit for billing purposes. The Vendor will use 60 degrees Fahrenheit as the normal temperature reading. All deliveries must be accompanied by a Delivery Ticket showing Brand or Grade and gross gallons, temperature and adjusted gallons delivered. The City may examine, upon request, a copy of the metered ticket showing gallons loaded into the vehicle making delivery.
- 17.5 For bobtail deliveries, Vendors are required to measure fuel available in the tank before and after the delivery using stick readings and verifying meter product.
- 17.6 The Vendor will warrant the time for normal deliveries to be within twenty-four (24) hours and no later than forty-eight (48) hours in non-emergency situations from receipt of order. Normal deliveries are considered to be Monday through Friday according to the hours of operation for each site.
- 17.7 Unleaded and Diesel deliveries on Saturday or Sunday will be priced using the OPIS contract net low for the Saturday (available from OPIS if Vendor does not currently receive Saturday prices) of the weekend during which the delivery occurred.
- 17.8 Each agency that utilizes this agreement will be responsible for having the proper fuel fill and transfer vapor recovery system(s) operating on their storage tanks in accordance with their state and local regulations. The transfers include delivery tank to storage tank (Stage I) and storage tank to vehicle tank (Stage II) systems. Vendors have the responsibility of reporting faulty equipment to the end users and the appropriate regulatory agencies.
- 17.9 Truck pumps are required for fuel delivery to above ground storage tanks.
- 17.10 Each agency that utilizes this agreement may request "automatic replenishment" or for the Vendor to top-off tanks for testing purposes. The Vendor will comply

- with these requests at its option and will notify the agency accordingly. Vendor must have the ability upon request from the agency, to be able to remotely monitor the agency's fuel monitoring system and send a fuel truck when a full load is required. The monitoring equipment will be provided by the agency requesting automatic replenishment.
- 17.11 The Vendor will provide fuel content labels/signs for each pumping station. These labels will satisfy the requirements the state and local regulations of each agency who utilizes this agreement. An environmental awareness decal/label will be provided and displayed on each affected pump.
- 17.12 It is anticipated that the majority of purchases under this contract will be on a "delivered" basis, but some agencies have appropriate vehicles and the desire to pick up fuel. In the event of an agency ordering fuel to be picked up in their own vehicle, no additional freight or delivery charges will be allowed under this contract (i.e., Benchmark Index plus Market Differential only).
- 17.13 The unit costs for the types of freight included in Exhibit B, Payment Schedule are for the Dallas Metro, Texas Rack Market. Freight prices may vary for other regions/ states.
- 17.14 Freight terms will be FOB Origin Title and risk of loss of fuel will pass to the agency at the point the agency actually receives and takes possession of fuel when loaded in the agency's vehicle at the terminal or FOB Destination Title and risk of loss of fuel will not pass to the agency until the agency actually receives and takes possession of fuel at point of delivery. Delivery charges to be a direct cost pass-through to the City and added as a separate line item on the invoice. Delivery charges are to be pre-determined between the City and the Vendor prior to delivery.

18.0 INVOICES

- 18.1 The billing address for all invoices will be 100 Fort Worth Trail Fort Worth, TX 76102. All invoices should reference, at a minimum, bill of lading from the terminal, City of Fort Worth Purchase Order number, specific delivery dates, delivery times, and delivery location.
- 18.2 Invoices must clearly indicate the Benchmark Index per the terms of this contract for each fuel product delivered as a separate line item on the invoice. Invoices must state as a separate line item the Market Differential for each fuel product sold per the terms of this contract. The Benchmark Index and Market Differential for each fuel product sold must be stated on a cost per gallon basis on the invoice, with number of gallons sold separately stated by fuel product. The extended total sales for each fuel product sold must be identified. Taxes, if any, and delivery charges, if any, should be stated a separate line item on the invoice to derive the

- total cost to the City. If confirmation of pricing by City finds any discrepancy with the terms of this contract, Vendor will make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the City.
- 18.3 A copy of the bill of lading from the terminal or a metered delivery ticket for bobtails will be required at the time of delivery and will be attached to the invoice.
- 18.4 Invoice pricing will include contract price and applicable taxes as a separate item. The only tax to be invoiced to City of Fort Worth is state tax and state loading tax, no other taxes will be charged.
- Invoices must clearly indicate the Daily Net Rack Average for E85, Reformulated Gasoline (Premium, Midgrade, Regular), Red Dyed Diesel, Diesel #1, #2, Renewable Diesel and/or Biodiesel in Dallas Metro Texas, OPIS NET sent at 10:00 AM EST" for date of delivery" as a separate line item on invoice or separate page with invoice. For Jet-A invoices, the Benchmark Pricing used for the date of delivery, must be provided as a separate line item on invoice or separate page with invoice. If confirmation of pricing finds any discrepancy including list or average pricing used, Vendor will make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the City. Upon finding any frequent/recurring discrepancies, Vendor may be required to cover cost of OPIS license requirements to obtain copyrighted materials for the City.

19.0 REPORTING

19.1 Vendors will be required to maintain data and provide documentation and/or reports of all petroleum products and gallons purchased by the City. Vendors will be able to supply reports by delivery date, fuel type, amount delivered, costs, tank location and invoice number for the City upon request.

EXHIBIT B PAYMENT SCHEDULE

See attached pdf.

Exhibit B, Payment Schedule

Status Bid/No Bid # Description Decision #	Quantity Unit of Measure Required (UOM)	Proposer's Unit Proposer's of Measure Description of (UOM) for Services not Description of Unit Price listed #1-1 to #1- 9 listed #1-1 to #1- 9	Total Cost
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RFP 25-0001 Motor and Aviation Fuel Services - Additional Items/Services

Success: All values provided	Bid	#1-3	Pump off Fee	1	Each	Pump Fee	Per pump used	\$ 50.00	\$ 50.00
Success: All values provided	Bid	#1-4	Split load Fee	1	Each	Split Load for 2 products on 1 truck or delivery to 2 sites.	Per Split Used	\$ 100.00	\$ 100.00
Success: All values provided	Bid	#1-5	Transport Freight	14	Per gallon	Freight rate for deliveries 7-9k gallons	Per Gallon	\$ 0.0351	\$ 0.0351
Success: All values provided	Bid	#1-6	Short Transport Freight	9	Per gallon	Freight Rate for deliveries 4,001- 6,999 gallons	Per Gallon	\$ 0.0439	\$ 0.0439
Success: All values provided	Bid	#1-7	Tank Wagon Freight	1	Per gallon	Freight Rate for deliveries 100- 5,999 gallons	Per Gallon	\$ 0.4259	\$ 0.4259
Success: All values provided	Bid	#1-8	Bobtail Freight	3	Per gallon	Freight rate for deliveries from 0-4,000 gallons	Per Gallon	\$ 0.4259	\$ 0.4259
Success: All values provided	Bid	#1-9	Delay Time (15 minutes increment)	1	Hourly	Delay while unloading after first hour.	Hourly	\$ 125	\$ 125.00

RFP 25-0001 Motor and Aviation Fuel & Related Services - Attachment B - Rack Market Differential Pricing spreadsheet Market Differential Price Proposal, Excluding Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City of Fort Worth, with no changes to the spreadsheet formatting.

All four digits to the right of the decimal point must be completed by the offeror. If one or more of the four digits called for are omitted by the offeror, the City of Fort Worth will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.

	OPIS Rack Market:	Dallas Proper	
Performed and Consiling			
Reformulated Gasoline Reformulated Regular Unleaded	Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.	
Reformulated Midgrade Unleaded	Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.	
Reformulated Premium Unleaded	Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.	
Conventional Gasoline Conventional Regular Unleaded	Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.	
Conventional Midgrade Unleaded	Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.	
Conventional Premium Unleaded	Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.	
Ethanol Blended Gasoline E10 (10% ethanol and 90% gasoline)			
Unleaded	Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.	
E85 (85% ethanol and 15% gasoline)	Transport Load Short Transport Load Tank Wagon Load Bobtail Load	(-) \$0.	

Da	illas/Al	edo
		
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Market Differential Price Proposal, Excluding Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City of Fort Worth, with no changes to the spreadsheet formatting. All four digits to the right of the decimal point must be completed by the offeror. If one or more of the four digits called for are omitted by the offeror, the City of Fort Worth will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.

	OPIS Rack Market:	Dallas Proper	1 1	Dallas/Aledo	Dallas/Ft. Worth
	Split Loads	(-) \$0. or (+) \$0.		(-) \$0 or (+) \$0	(-) \$0 or (+) \$0
Finished Aviation Gasoline	Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.		(-) \$0.	(-) \$0.
Kerosene-Type Jet Fuel JP-5					
	Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.		(-) \$0.	(-) \$0.
<u>JP-8</u>	Transport Load	(-) \$0. or (+) \$0.		(-) \$0. or (+) \$0.	(-) \$0. or (+) \$0.
	Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.		(-) \$0.	(-) \$0. or (+) \$0. (-) \$0. (-) \$0. or (+) \$0. (-) \$0. or (+) \$0. (-) \$0. or (+) \$0. (-
Jet-A Aviation Turbine Fuel	Transport Load	(-) \$0. or (+) \$0. (-) \$0. or (+) \$0.		(-) \$0. or (+) \$0. (-) \$0. or (+) \$0.	(-) \$0. or (+) \$0. (-) \$0. or (+) \$0.
	Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.		(-) \$0.	(-) \$0.
Diesel FuelDiesel Exhaust Fluid (DEF)				<u> </u>	<u> </u>
Mansfield Oil's Total Cost + Marku per gallon listed for Dallas/Ft. World	Small Gallon Container	(-) \$0. or (+) \$0.		(-) \$0. or (+) \$0.	(-) \$0. or (+) \$0. <u>2 5 0 0</u>
Mansfield Oil's Total Cost + Marku Per gallon listed for Dallas/Ft. World	th 55 Gallon Container	(-) \$0. or (+) \$0.		(-) \$0. or (+) \$0.	(-) \$0. or (+) \$0. <u>2 5 0 0</u>
Mansfield Oil's Total Cost + Marku Cost per gallon listed for Dallas/Ft. World		(-) \$0. or (+) \$0.		(-) \$0. or (+) \$0.	(-) \$0. or (+) \$0. 2 0 0
Ultra Low Sulfur Diesel (15 ppm and	under Sulfur) Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.		(-) \$0.	(-) \$0, 0 3 8 3 or (+) \$0. (-) \$0, 0 3 8 3 or (+) \$0. (-) \$0. (-) \$0. (-) \$0. (-) \$0. (-) \$0.
Low Sulfur Diesel (Greater than 15 to	o 500 ppm Sulfur) Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.		(-) \$0.	(-) \$0.
High Sulfur Non-Highway Diesel (Gre	eater than 500 ppm Sulfur) Transport Load Short Transport Load	(-) \$0. or (+) \$0. (-) \$0. or (+) \$0.		(-) \$0. or (+) \$0. (-) \$0.	(-) \$0. or (+) \$0. (-) \$0. or (+) \$0.

Market Differential Price Proposal, Excluding Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City of Fort Worth, with no changes to the spreadsheet formatting.

All four digits to the right of the decimal point must be completed by the offeror. If one or more of the four digits called for are omitted by the offeror, the City of Fort Worth will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.

OPIS Rack Market:	Dallas Proper
Tank Wagon Load Bobtail Load Split Loads	(-) \$0. or (+) \$0. (-) \$0. (-) \$0. or (+) \$0. (-) \$0. (-) \$0.
Biodiesel Blends	l i
B2 (2% biodiesel and 98% petroleum diesel) Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.
B5 (5% biodiesel and 95% petroleum diesel) Transport Load	(-) \$0. or (+) \$0.
Fransport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0. or (+) \$0. (-) \$0. (-) \$0. or (+) \$0. (-) \$0. or (+) \$0. (-) \$0. (-) \$0. or (+) \$0. (-) \$0. (-) \$0. or (+) \$0. (-) \$0.
B20 (20% biodiesel and 80% petroleum diesel)	() \$0
Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0. or (+) \$0. (-) \$0. (-) \$0. or (+) \$0. (-) \$0.
Renewable Green Diesel	l i
R5 (5% renewable diesel and 95% petrodiesel) Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.
R20 (20% renewable diesel and 80% petrodiesel)	
Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.
R100 (100% renewable)	() () () ()
Transport Load Short Transport Load Tank Wagon Load Bobtail Load Split Loads	(-) \$0.

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RFP 25-0001 Motor and Aviation Fuel & Related Services Attachment C - Administrative Fee Table

Administrative Fee per Load for Bobtail/Wagon Loads

#	Site	Address	Administrative Fee Bobtail/Wagon Load 500 gallons or less	Administrative Fee Bobtail/Wagon Load 501 to 1,000 gallons	Administrative Fee Bobtail/Wagon Load 1,001 to 1,500 gallons	Administrative F ee Bobtail/Wagon Load 1,501 to 2,000 gallons	Administrative Fee Bobtail/Wagon Load 2,001 to 4,000 gallons
1	Meacham Airp e rt	201 American €cncourse Fort Worth, TX 76106	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
290	Spinks Airport	450 Alsbury Court Fort Worth, TX 76028	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
3	Meadewbrook Golf Course	1815 Jenson Rd Fort Worth, TX 76112	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
4	Sycamore Creek Golf Course	401 Martin Luther King Jr Fwy, Fort Worth, TX 76104	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
5	Pecan Valley Golf Course	6400 Pecan Valley Dr. Fort Worth, TX 76132	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
6	Rockwood Park Gulf Course	1851 Jacksboro Hwy. Fort Worth, TX 76114	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
7	Park and Recreation Department North District Service Center	1700 Breman Ave Fort Worth, TX 76106	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
8	Parkand Recreation Department East District Center	2300 Avenue H Fort Worth, TX 76105	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
9	Village Creek Waste Water Treatment Plant	4500 Wilma Ln Arlington, TX 76012	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00
10	Fire Station #01	120 N. Pecan Street Fort Worth TX, 76102	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
11	Fire Station #02	1000 Cherry St. Fort Worth, TX 76102	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
12	Fire Station #03	4700 Ramey Ave., Fort Worth, TX 76105	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
13	Fire Station #04	2954 ●ld Mansfield Rd Fort Worth, TX 76119	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
14	Fire Station #05	\$50 Irma Street Fort Worth, TX 76104	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
15	Fire Station #06	205 University Dr Fort Worth, TX 76107	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
16	Fire Station #07	925 Morrison Dr. Fort Worth, TX 76120	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
17	Fire Station #08	1101 12th Ave, Fort Worth, TX 76104	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
18	Fire Station #09	2575 Polaris Dr. Fort Worth, TX 76137	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
19	Fire Station #10	3209 Hemphill St. Fort Worth, TX 76110	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
20	Fire Station #11	1900 Texan Dr. Justin, TX 76247	\$285.00				
21	Fire Station#12	120 N. W. 22nd Street Fort Worth, TX 76164	\$285.00	\$285.00		\$285.00	
22	Fire Station#13	5333 Lea Crest Ln. Fort Worth, TX 76135	\$285.00	\$285.00		\$285.00	
23	Fire Station #14	2737 Meadowbrook Dr Fort Worth, TX 76103	\$285.00	\$285.00		\$285.00	
24	Fire Station #15	3100 Azle Ave. Fort Worth, TX 76106	\$285.00	\$285.00		\$285.00	
25	Fire Station#16	5933 Geddes Ave Fort Worth, TX 76107	\$285.00	\$285.00			
26	Fire Station#17	515.1 Hemphill Street Fort Worth, TX 76115	\$285.00	\$285.00			
27	Fire Station #19	2613 Camation Ave Fort Worth, TX 76111	\$285.00	\$285.00		\$285.00	
28	Fire Station #20	901 Woodhaven Blvd. Fort Worth, TX 76112	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00

Administrative Fee per Load for Bobtail/Wagon Loads

W	Site	Address	Administrative Fee Bobtail/Wagon Load 500 gallons or less	Administrative Fee Bobtail/Wagon Load 501 to 1,000 gallons	Administrative Fee Bobtail/Wagon Load 1,001 to 1,500 gallous	Administrative Fee Bohtail/Wagon Load 1,501 to 2,000 gallons	Administrative Fee Bobtail/Wagon Load 2,001 to 4,000 gallons
29	Fire Station #21	3501 South Hills Ave. Fort Worth, TX 76109	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
30	Fire Station #22	4849 Wilbarger Street Fort Worth, TX 76119	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
31	Fire Station #23	3201 Portales Dr. Fort Worth, TX 76116	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
32	Fire Station #24	3101 Forest Ave Fort Worth, TX 76112	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
33	Fire Station #25	3801 N. Main Street Fort Worth, TX 76106	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
34	Fire Station #26	6124 S. Hulen Street Fort Worth, TX 76133	\$285.00	\$285.00	\$285.00	\$285.00	
35	Fire Station #27	2940 Precinct Line Rd. Fort Worth, TX 76118	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
36	Fire Station #28	1300 Everman Parkway Fort Worth, TX 76140	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
37	Fire Station #29	6400 Westcreek Dr. Fort Worth, TX 76133	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
38	Fire Station #30	4416 Southwest B lvd. Fort Worth, TX 76116	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
39	Fire Station #31	4209 Longstraw Dr. Fort Worth, TX 76137	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
40	Fire Station #32	10201 White Settlement Rd Fort Worth, TX 76108	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
41	Fire Station #33	14650 Statler Blvd. Fort Worth, TX 76155	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
42	Fire Station #34	14101 Sendera Ranch Blvd Haslet, TX 76052	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
43	Fire Station #35	2201 Flight Line Rd. Fort Worth, TX 76177	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
44	Fire Station #36	5045 Columbus Trail Fort Worth, TX 76123	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
45	Fire Station #37	4721 Ray White Rd. Keller, TX 76244	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
46	Fire Station #38	13280 Park Vista Blvd Keller, TX 76248	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
47	Fire Station #39	7655 Oakmont Blvd. Fort Worth, TX 76132	\$285.00	\$285.00	\$285.00	\$285.00	
48	Fire Station #40	8510 Spring Street Fort Worth, TX 76179	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
49	Fire Station #41	11400 Willow Springs Rd. Haslet, TX 76052	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
50	Fire Station #42	450 E Rendon Crowley Rd Burles●n, TX 7602\$	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
51	Fire Station #43	13300 Highland Hills Dr. Fort Worth, TX 76008	\$350.00	\$350.00		\$350.00	
52	Fire Station #44	4017 Falcon Way West, Fort Worth, TX 76106	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
53	Fire Station #45	1901 Quail Grove Dr Fort Worth, TX 76177	\$285.00	\$285.00		\$285.00	
54	Pelice Heliport	310 Gulfstream Rd. Fort Worth, TX 76106	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
55	Will Rogers Memorial Center	3401 W Lancaster Ave Fort Worth, TX 76107	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00

City of Fort Worth, Texas

Mayor and Council Communication

DATE: 01/28/25 **M&C FILE NUMBER:** M&C 25-0066

LOG NAME: 13P RFP 25-0001 MOTOR AND AVIATION FUEL & RELATED SRVCS MC PMD

SUBJECT

(ALL) Authorize Execution of Non-Exclusive Agreements with Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company for a Five-Year Initial Term and One Two-Year Renewal, in a Combined Annual Amount Up to \$15,000,000.00 for the First Year of the Initial Term, \$17,250,000.00 for the Second Year of the Initial Term, \$19,837,500.00 for the Third Year of the Initial Term, \$22,813,125.00 for the Fourth Year of the Initial Term, \$26,235,094.00 for the Fifth Year of the Initial Term, \$30,170,358.00 for the First Year of the Renewal, and \$34,695,911.00 for the Second Year of the Renewal, for Motor and Aviation Fuel and Related Services for All City Departments

RECOMMENDATION:

It is recommended that the City Council authorize execution of non-exclusive agreements with Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company for a five-year initial term and one two-year renewal, in a combined annual amount up to \$15,000,000.00 for the first year of the initial term, \$17,250,000.00 for the second year of the initial term, \$19,837,500.00 for the third year of the initial term, \$22,813,125.00 for the fourth year of the initial term, \$26,235,094.00 for the fifth year of the initial term, \$30,170,358.00 for the first year of the renewal, and \$34,695,911.00 for the second year of the renewal, for motor and aviation fuel and related services for all City Departments.

DISCUSSION:

The Property Management Department approached the Purchasing Division to solicit a bid for Unleaded, Jet-A, Diesel fuels, and alternative fuels required in the Dallas-Fort Worth nonattainment area to supply and operate vehicles and equipment. Unleaded and diesel fuel will be used by various City departments. The Jet-A aviation fuel will be used by the Police Department. Purchasing issued Request for Proposal (RFP) No. 25-0001 for Motor and Aviation Fuel & Related Services which consisted of detailed specifications of the City's standards and requirements.

The RFP was advertised in the *Fort Worth Star-Telegram* on October 16, 2024, October 23, 2024, October 30, 2024, November 6, 2024, November 13, 2024, November 20, 2024, November 27, 2024 and December 4, 2024. The City received a total of twelve (12) responses: Senergy Petroleum LLC dba Arizona, Atlantic Petroleum & Mineral Resources, Inc. dba Atlantic Petroleum, Campbell Oil Company, Global Montello Group, Mansfield Oil Company of Gainesville, Inc., Offen Petroleum, LLC, Petroleum Traders Corporation, Pinnacle Petroleum, Inc., SB Fleet Lube, Sunoco, LLC, TACenergy, LLC, and Tartan Oil LLC.

An evaluation panel, consisting of representatives from Code Compliance, Police, and Property Management departments evaluated and scored the submittals using Best Value criteria. The individual scores were averaged for each of the criteria, and the final scores are listed in the table below: Atlantic Petroleum & Mineral Resources, Inc. dba Atlantic Petroleum, was deemed non-responsive as it did not score at least 50% or more of the total available points for the technical criteria necessary for price evaluation, and was disqualified from the evaluation process. Once the technical evaluation was completed, Purchasing staff allocated points associated with pricing to each remaining vendor.

Bidders		Evaluation Criteria					
		b	С	d	Total Score	Rank	
Pinnacle Petroleum, Inc.	20.50	19.50	16.00	29.51	85.51	1	
Mansfield Oil Company of Gainesville, Inc.		20.00	13.60	29.49	82.09	2	
TACenergy, LLC		16.50	14.00	29.28	77.28	3	
Petroleum Traders Corporation		17.00	11.60	30.00	76.10	4	
Campbell Oil Company		16.00	14.80	28.86	75.16	5	
Sunoco LLC	17.00	17.50	12.00	28.65	75.15	6	
SB Fleet-Lube	16.50	15.50	11.20	29.00	72.20	7	
Global Montello Group Corp.	17.00	14.50	9.60	29.82	70.92	8	
Offen Petroleum, LLC	15.50	12.00	13.20	29.77	70.47	9	
Tartan Oil LLC	12.00	14.00	10.80	29.61	66.41	10	

Senergy Petroleum LLC dba Arizona	11.50	14.00	10.00	29.02	64.52	11
Atlantic Petroleum & Mineral Resources, Inc. dba Atlantic Petroleum	12.50	11.00	11.20	Bidder did not meet 50% of technical points; therefore, was deemed non- responsive and disqualified from the evaluation process	34.70	12

The RFP document specified the use of the following Best Value Criteria:

- a. Proposer's Qualifications, Experience and References
- b. Method of Approach and Ability to meet the City's needs
- c. Additional Products, Quality, and Services
- d. Cost

After evaluation, the panel concluded that Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company, presented the best value to the City. Therefore, the panel recommends that City Council authorize non-exclusive agreements with Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company. No guarantee was made that a specific amount of these fuels would be purchased. Staff certifies that the recommended vendors' bids met specifications.

FUNDING: The combined annual amount allowed under these non-exclusive agreements for the first year of the initial term would be \$15,000,000.00; however, the actual amount used will be based on the need of the department and available budget. The Property Management Department is requesting a 15% annual increase to accommodate the acquisition of the Emergency Medical Services (EMS) fleet and the continuous growth of the City's fleet. Funding is budgeted in the Fuel Oil & Lubricants account within the participating departments' Operating Funds, as appropriated.

BUSINESS EQUITY: This solicitation was reviewed by The Business Equity Division for available business equity prospects according to the City's Business Equity Ordinance. There were limited business equity opportunities available for the services/goods requested, therefore, no business equity goal was established.

AGREEMENT TERM: Upon City Council approval, the initial term of these Non-Exclusive Agreements shall begin upon execution and shall expire five years from that date. The combined annual amount of these agreements is up to \$15,000,000.00 for the first-year initial term, \$17,250,000.00 for the second-year initial term, \$19,837,500 for the third-year initial term, \$22,813,125.00 for the fourth-year initial term, and \$26,235,094.00 for the fifth-year initial term.

RENEWAL OPTIONS - These Agreements may be renewed for up to one two-year term for up to \$30,170,358.00 for the first-year of the renewal, and \$34,695,911 for the second-year of the renewal, at the City's option. This action does not require specific City Council approval, provided the City Council has appropriated sufficient funds to satisfy the City's obligation during the renewal term.

ADMINISTRATIVE CHANGE ORDER: An administrative change order or increase may be made by the City Manager up to the amount allowed by relevant law and the Fort Worth City Code and does not require specific City Council approval as long as sufficient funds have been appropriated.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that funds are available in the current operating budget, as previously appropriated, in the participating departments' Operating Funds to support the approval of the above recommendation and execution of non-exclusive agreements. Prior to an expenditure being incurred, the participating departments have the responsibility to validate the availability of funds.

Submitted for City Manager's Office by:	Reginald Zeno	8517
	Dana Burghdoff	8018
Originating Business Unit Head:	Reginald Zeno	8517
	M rilyn Marvin	7708
Additional Information Contact:	Brandy M. Hazel	8087
	M ria Canoura	2526



City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group and listing the city's authorized account representatives with any banks or financial institutions that the city may use in the future. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)

SUMMARY:

The purpose of this resolution is to add current city employees and remove former city employees or city employees that have transitioned out of the finance department as authorized account representatives with eight different banks and financial institutions used by the city as well as list the city's authorized account representatives with any banks or financial institutions that the city may use in the future. Specifically, the eight different banks and financial institutions currently used by the city are the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group.

While city staff notifies its various banks and financial institutions when employees that acted as account representatives leave the finance department, certain banks and financial institutions have asked for a resolution from council specifically listing the current employees authorized to act as account representatives as well as removing former employees that acted in that capacity. To address this issue, city staff are requesting the council pass two different resolutions. The first resolution is a general resolution that address the authorized account representatives at eight different bank and financial institutions (Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group) as well as list the city's authorized account representatives with any banks or financial institutions that the city may use in the future. The second resolution (which is a separate agenda item) is for one specific financial institution (TexPool) that requested a more specific resolution form.

RECOMMENDATION:

Approve the resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group and listing the city's authorized account representatives with any banks or financial institutions that the city may use in the future.

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

On December 9, 2024, the city council passed a resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group and listing the city's authorized account representatives with any banks or financial institutions that the city may use in the future.

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



Resolution Amending Authorized Account Representatives

LEGAL DEPARTMENT

PRESENTED TO THE CITY COUNCIL JUNE 16, 2025



Amending Account Representatives

- The city uses a variety of different banks and financial institutions.
- The authorized account representatives listed at the various banks and financial institutions no longer reflect the current employees in the finance department and city manager's office.
- There is a need for council to pass a resolution adding current employees as authorized account representatives as well as removing former employees in that capacity.
- Staff is requesting that council pass two different resolutions to address this matter.
- The first resolution is a general resolution that addresses the authorized account representatives at eight different bank and financial institutions (Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group) as well as any future banks or financial institutions the city may use in the future.
- The second resolution is for one specific financial institution (TexPool) that requested a more specific resolution form.



Amending Account Representatives

Action Requested

Pass Two Different Resolutions:

- (1) Approve the resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group as well as naming the city's authorized account representatives with any future banks or financial institutions the city may use in the future.
- (2) Approve the resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool).



Amending Account Representatives

Questions/Comments

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING AN AMENDMENT TO ITS AUTHORIZED REPRESENTATIVES WITH LOCAL GOVERNMENT INVESTMENT COOPERATIVE ("LOGIC"), TEXSTAR, EAST WEST BANK, BOK FINANCIAL, INTERBANK, NEXBANK, U.S. BANK, AND WEALTH MANAGEMENT GROUP AND APPOINTING AUTHORIZED REPRESENTATIVES WITH ANY BANK OR FINANCIAL INSTITUTION THAT THE CITY MAY USE IN THE FUTURE.

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 has a number of accounts with various banking institutions and investment firms, including but not limited to Local Government Investment Cooperative ("Logic"), TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group, as well as any bank or financial institution that the City may use in the future (collectively, the "Banks and Investment Firms"); and

WHEREAS, the City desires to amend or otherwise appoint the authorized representatives that may act on its behalf with the Banks and Investment Firms.

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

Section 1.

Any of the persons named below, so long as they act in a representative capacity as agents of the City, are hereby authorized to act as signors and account representatives of the City on any and all accounts held by the City with the Banks and Investment Firms:

- 1. Harlan Jefferson, Deputy City Manager
- 2. Kevin Hennessey, Interim Finance Director
- 3. Natalie Turner, Chief Accountant
- 4. Michael Franklin, Deputy Finance Director

Section 2.

The persons named below are hereby removed as authorized signors and account representatives of the City on any and all accounts held by the City with the Banks and Investment Firms:

- 1. Gloria Platt
- 2. Kristina Smith

RESOLUTION PAGE 1 OF 2

Section 3.

This resolution shall take effect	et immediately fr	om and after its passage.
PASSED, APPROVED Burleson, Texas, on the	*	SOLVED by the City Council of the City of, 20
		Chris Fletcher, Mayor City of Burleson, Texas
ATTEST:		APPROVED AS TO LEGAL FORM:
Amanda Campos, City Secretary	y	E. Allen Taylor, Jr., City Attorney

RESOLUTION PAGE 2 OF 2



City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool). (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)

SUMMARY:

The purpose of this resolution is to add current city employees and remove former city employees or city employees that have transitioned out of the finance department as authorized account representatives with the Texas Local Government Investment Pool, also known as TexPool.

While city staff notifies its various banks and financial institutions when employees that acted as account representatives leave the finance department, certain banks and financial institutions have asked for a resolution from council specifically listing the current employees authorized to act as account representatives as well as removing former employees that acted in that capacity. To address this issue, city staff are requesting the council pass two different resolutions. The first resolution is for one specific financial institution, TexPool, that requested a more specific resolution form. The second resolution (which is a separate agenda item) is a general resolution that address the authorized account representatives at eight different bank and financial institutions (Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group) as well as lists the city's authorized account representatives with any banks or financial institutions that the city may use in the future.

RECOMMENDATION:

Approve the resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool).

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

On December 9, 2024, the city council passed a resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool).

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



Resolution Amending Authorized Account Representatives

LEGAL DEPARTMENT

PRESENTED TO THE CITY COUNCIL JUNE 16, 2025



Amending Account Representatives

- The city uses a variety of different banks and financial institutions.
- The authorized account representatives listed at the various banks and financial institutions no longer reflect the current employees in the finance department and city manager's office.
- There is a need for council to pass a resolution adding current employees as authorized account representatives as well as removing former employees in that capacity.
- Staff is requesting that council pass two different resolutions to address this matter.
- The first resolution is a general resolution that addresses the authorized account representatives at eight different bank and financial institutions (Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group) as well as any future banks or financial institutions the city may use in the future.
- The second resolution is for one specific financial institution (TexPool) that requested a more specific resolution form.



Amending Account Representatives

Action Requested

Pass Two Different Resolutions:

- (1) Approve the resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group as well as naming the city's authorized account representatives with any future banks or financial institutions the city may use in the future.
- (2) Approve the resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool).



Amending Account Representatives

Questions/Comments

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



Resolution Amending **Authorized Representatives**

Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHE	REAS,
City	of Burleson 7 7 8 4 1
Partic	ipant Name* Location Number*
	ticipant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority yest funds and to act as custodian of investments purchased with local investment funds; and
	REAS , it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of ipal, liquidity, and yield consistent with the Public Funds Investment Act; and
beha	REAS , the Texas Local Government Investment Pool (" TexPool / Texpool Prime "), a public funds investment pool, were created on If of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent the Public Funds Investment Act.
NOV	V THEREFORE, be it resolved as follows:
Α.	That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
В.	That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
C.	That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;
	he Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact ness with TexPool Participant Services.
1.	Harlan Jefferson Deputy City Manager
	Name Title
	8 1 7 4 2 6 9 6 5 1 hjefferson@burlesontx.com
	Phone Fax Email
	Signature
•	Kevin Hennessey Interim Director of Finance
2.	Name Title
	8 1 7 4 2 6 9 6 4 8
	Phone Fax Email
	Signature
3.	Natalie Turner Chief Accountant
٥.	Name Title
	8 1 7 4 2 6 9 3 2 2

Form Continues on Next Page

Signature

1. Resolution (continued)
4. Michael Franklin Deputy Finance Director
4. Michael Franklin Deputy Finance Director Name Title
8 1 7 4 2 6 9 2 3 1
Phone Fax Email
Signature
List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receivi confirmations and monthly statements under the Participation Agreement.
Michael Franklin
Name
In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative wi inquiry rights only, complete the following information.
Tammy Harrison Accountant
Name Title
8 1 7 4 2 6 9 6 5 5 tharrison@burlesontx.com
Phone Fax Email
D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of 2 0
Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.
Name of Participant*
SIGNED ATTEST
Signature* Signature*
Printed Name* Printed Name*
Title*
2 Dolivery Instructions

Please return this document to **TexPool Participant Services**:

Email: texpool@dstsystems.com

Fax: 866-839-3291

TEX-REP 2 OF 2



City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a five-year contract with CentralSquare Technologies for OSSI Cloud to upgrade our Computer Aided Dispatch software from on-prem to a cloud hosted solution through a cooperative purchasing agreement with The Interlocal Purchasing System (TIPS) in the amount of \$1,993,980.08. (Staff Contact: James Grommersch, Chief Technology Officer)

SUMMARY:

Overview

In 2023, the City of Burleson was informed that CentralSquare would no longer support the OSSI CAD platform. In response, the City initiated a Request for Proposals (RFP) to identify a long-term replacement. CentralSquare's Enterprise CAD platform was selected based on its roadmap, feature set, and vendor direction at the time.

Change in Vendor Direction

During implementation, CentralSquare reversed its position and announced a renewed investment of over \$1 million into OSSI, positioning it as the flagship CAD product for medium-sized agencies. This shift realigned the vendor's long-term public safety strategy and prompted BTX-IT to reassess the best path forward for the City.

Solution Review and Strategic Alignment

BTX-IT facilitated a demonstration of the new OSSI Cloud platform with key stakeholders from Police, Fire, and Dispatch. The group reviewed the solution's capabilities, including high availability, built-in disaster recovery, and 24/7 SOC monitoring, and confirmed that it aligns with the City's strategic goals. The cloud platform maintains familiar workflows, enhances security, and offers operational scalability, all while reducing the complexity and burden of transitioning to an entirely new system.

Benefits of OSSI Cloud

The OSSI Cloud solution offers significant improvements over both our current on-prem environment and the Enterprise CAD platform, including:

High Availability Infrastructure

- 24/7 Security Operations Center (SOC) Monitoring
- Integrated Disaster Recovery
- Lower implementation overhead and improved operational continuity

These features strengthen the City's cybersecurity posture while delivering uninterrupted access to mission-critical public safety systems.

Council Action and Financial Impact

On May 27, 2025, BTX-IT presented a recommendation to cancel the Enterprise CAD agreement and proceed with OSSI Cloud. The revised pricing for OSSI Cloud, offset by credits from canceling Enterprise, brings the annual reoccurring cost in line with the original project. This shift allows the City to avoid \$1,263,754.71 in implementation costs associated with Enterprise while retaining a platform that staff are already trained on and confident using.

Strategic Benefits

- Operational Continuity: Preserves stability and avoids disruption to police, fire, and dispatch workflows.
- **Staff Efficiency**: Eliminates the burden of transitioning to a new CAD system, allowing staff to focus on core duties.
- Resource Optimization: Frees up internal IT resources to focus on other key initiatives.

Next Steps

Once the contract is approved by Council, BTX-IT will officially kick off the project by coordinating with CentralSquare to finalize the transition to OSSI Cloud and begin the cloud migration planning phase, with the project expected to be completed by October.

RECOMMENDATION:

Approval of the Contract.

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

May 27th, 2025 – Cancellation of Central Square CAD Enterprise Agreement

REFERENCE:

FISCAL IMPACT:

Proposed Expenditure: \$1,993,980.08 Account Number(s): 6108001-63506

Fund: 610

Account Description: Computer Software M & R

		(CoB Payment	Cloud 5 Yr Total	
	Year	F	Requirements	With Credit Applied	Difference
Cloud 5	F26/Yr1 + Execution	\$	371,850.28	\$ 371,850.28	\$ -
Year	F27/Yr2		374,410.21	374,410.21	-
Contract	F28/Yr3		416,824.09	416,824.09	-
Total	F29/Yr4		426,251.19	426,251.19	-
Totat	F30/Yr5		456,088.77	404,644.31	(51,444.46
	Total:	\$	2,045,424.54	\$ 1,993,980.08	\$ (51,444.46
	Products		Costs	CS Credit	Notes
	Services	\$	83,217.06	\$ (225,000.00)	Due at Execution
Year 1	Software	Ψ.	389,513.74	ψ (220,000.00)	Due 10/1/2025
Summary	Existing Maintenance (Custom Forms/Audit Proof)		10,314.19		Due 10/1/2025
	10/1/25 Total:	\$	483,044.99	\$ (225,000.00)	
			_		
	Products	,	Costs	CS Credit	Notes
Contract	Services	\$	83,217.06	\$ (225,000.00)	Due at Execution
xecution	Applied Credit:		(83,217.06)	(141,782.94)	
	Execution Total Due:	\$	-		
	Software Subscription (Includes Freedom/Unify)	\$	389,513.74		
	Existing Maintenance (Custom Forms/Audit Proof)	,	10,314.19		
F26/Yr1	,				Increase from
	Credit Applied		(27,977.65)	(113,805.29)	Previous Year
	F26 (10/1/25) Payment:	\$	371,850.28		N/A
	Coffee on Calculation (Included Foundam (Included	\$	401 100 15		
F27/Yr2	Software Subscription (Includes Freedom/Unify) Existing Maintenance (Custom Forms/Audit Proof)	Ψ	401,199.15 10,623.62		
	Credit Applied		(37,412.56)	(76,392.73)	
	F27 (10/1/26) Payment:	\$	374,410.21	(, e,ee2 e)	\$ 2,559.93
		_			
	Software Subscription (Includes Freedom/Unify) Existing Maintenance (Custom Forms/Audit Proof)	\$	413,235.13 10,942.32		
F28/Yr3					
	Credit Applied F28 (10/1/27) Payment:	\$	(7,353.36) 416,824.09	(69,039.37)	\$ 42,413.88
	120 (10/1/2/) Payment.	Ų	410,024.03		42,410.00
	Software Subscription (Includes Freedom/Unify)	\$	429,764.53		
	Existing Maintenance (Custom Forms/Audit Proof)	φ	11,380.02		
F29/Yr4	Credit Applied		(14,893.36)	(54,146.01)	
	F29 (10/1/28) Payment:	\$	426,251.19	(04,140.01)	\$ 9,427.10
	Catherine Coloniation (Includes Freedom (Includes	4	446 DEE 44		
F00 0: -	Software Subscription (Includes Freedom/Unify) Existing Maintenance (Custom Forms/Audit Proof)	\$	446,955.11 11,835.22		
F30/Yr5	Credit Applied		(54,146.01)	-	
	F30 (10/1/29) Payment:	\$	404,644.31		\$ (21,606.88
	Central Square OneSolution Cloud Project 5	5-Ye	ar Cost		
	Products		Cost		
	Software Subscription	\$	2,080,667.66		
	Services	Ψ	83,217.06		
	Existing Maintenance (Custom Forms/Audit Proof)		55,095.36		
	Sub Total:	\$	2,218,980.08		
	Minus Credit:	_	(225,000.00)		
	i iiida oreala		,,,		

STAFF CONTACT:

James Grommersch Chief Technology Officer <u>jgrommersch@burlesontx.com</u> 817-426-9672









In 2023, the City of Burleson was informed that CentralSquare would no longer support the OSSI CAD platform.

In response, the City initiated a Request for Proposals (RFP) to identify a long-term replacement.

CentralSquare's Enterprise CAD platform was selected based on its roadmap, feature set, and vendor direction at the time.



Change in Vendor Direction

During implementation, CentralSquare reversed its position and announced a renewed investment of over \$1 million into OSSI, positioning it as the flagship CAD product for medium-sized agencies.

This shift realigned the vendor's long-term public safety strategy and prompted BTX-IT to reassess the best path forward for the City.



Solution Review and Strategic Alignment



The group reviewed the solution's capabilities, including high availability, built-in disaster recovery, and 24/7 SOC monitoring, and confirmed that it aligns with the City's strategic goals.

The cloud platform maintains familiar workflows, enhances security, and offers operational scalability, all while reducing the complexity and burden of transitioning to an entirely new system.



Benefits of OSSI Cloud

The OSSI Cloud solution offers significant improvements over both our current on-prem environment and the Enterprise CAD platform, including:

- High Availability Infrastructure
- 24/7 Security Operations Center (SOC) Monitoring
- Integrated Disaster Recovery
- Lower implementation overhead and improved operational continuity

These features strengthen the City's cybersecurity posture while delivering uninterrupted access to mission-critical public safety systems.



Council Action & Financial Impact

On May 27, 2025, BTX-IT presented a recommendation to cancel the Enterprise CAD agreement and proceed with OSSI Cloud.

The revised pricing for OSSI Cloud, offset by credits from canceling Enterprise, brings the annual reoccurring cost in line with the original project.

This shift allows the City to avoid \$1,263,754.71 in implementation costs associated with Enterprise while retaining a platform that staff are already trained on and confident using.



Strategic Benefits

- Operational Continuity: Preserves stability and avoids disruption to police, fire, and dispatch workflows.
- Staff Efficiency: Eliminates the burden of transitioning to a new CAD system, allowing staff to focus on core duties.
- Resource Optimization: Frees up internal IT resources to focus on other key initiatives.



Once the contract is approved by Council, BTX-IT will officially kick off the project by coordinating with CentralSquare to finalize the transition to OSSI Cloud and begin the cloud migration planning phase, with the project expected to be completed by October.



Staff Recommendation









Thank you for your time!





COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This	Cooperative	Purchase	Cus	tomer Agre	ement ("Cı	ıstom	er Agr	eement")	is en	itered into
by and	d between C	ENTRALSQ	JARE 1	TECHNOLOGIE:	S, LLC ("Ven	dor")	and	the City	of	Burleson,
("Cus	stomer" or "	Authorize	d Cu	stomer"), a	Texas govern	nment	entity,	and a Cust	omer	authorized
to	purchase	goods	or	services	pursuant	to	the	Agreem	ent	between
the		TIPS		Cooperative	Purchasing	("Co	operativ	ve Entity') and	d Vendor,
Conti	ract No	220105		_, as amend	ded, (the "A	Agreer	nent")	with an	expira	ation date
of	05/31/202	7.				-			-	

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

i. The terms and conditions of the Agreement, attached hereto as Attachment A including Exhibits 1-8.

Authorized Customer is eligible and desires to purchase

A FIVE YEAR CAD CLOUD SUBSCRIPTION AS OUTLINED IN ATTACHMENT A.

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

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

Purchase Price - Payments under this Customer Agreement are in the amount of ONE MILLION NINE HUNDRED NINETY-THREE THOUSAND NINE HUNDRED EIGHTY AND 08/100 DOLLARS (\$1,993,980.08) ("Purchase Price").

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

Title: _____ Chief Revenue Officer

6/11/2025

Date:___

Date: _____

Attachment A

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "Agreement"), effective as of the latest date shown on the signature block below (the "Effective Date"), is entered into between CentralSquare Technologies, LLC with its principal place of business in Lake Mary, FL ("CentralSquare") and Burleson Police Department, TX ("Customer"), together with CentralSquare, the "Parties", and each, a "Party".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("Solutions") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer entered into a prior agreement for the migration from CentralSquare's ONESolution suite to CentralSquare's Enterprise suite, more specifically known as the CentralSquare Solutions Agreement dated April 17, 2023 ("Migration Agreement"); and

WHEREAS, CentralSquare and Customer both mutually agree to cancel the Migration Agreement and revert back to ONESolution in a cloud-hosted environment; and

WHEREAS, this Agreement will supersede and replace the Migration Agreement; and

WHEREAS, this Agreement will govern and describe the implementation and use of ONESolution in the cloud, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Burleson
1000 Business Center Drive Lake Mary, FL 32746	141 W. Renfro St. Burleson, TX , 76028
By: Konald Anderson CA8953F28BAE47B	Ву:
Print Name: Ronald Anderson	Print Name:
Print Title: Chief Revenue Officer	Print Title:
Date Signed: 6/11/2025	Date Signed:

Solution: ONESolution PS

Term.

<u>Initial Term</u>. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "Renewal Term" and, collectively, with the Initial Term, the "Term").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

- 1. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
 - 1.1. "Affiliate" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
 - 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
 - 1.3. "Baseline Solution" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
 - 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
 - 1.5. "Customer Data" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
 - 1.6. "Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
 - 1.7. "Defect" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
 - 1.8. "Delivery" means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
 - 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
 - 1.10. "End User Training" means the process of educating general users of the Software on the operation of the Software.
 - 1.11. "Entity" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
 - 1.12. "Hardware" means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
 - 1.13. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
 - 1.14. "Managed Services Hardware" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
 - 1.15. "Maintenance" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support).

- 1.16. "New or Major Releases" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.
- 1.17. "Personal Information" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Biley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. "Project Kickoff" is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. "Software" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. "Software Version" means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.25. "Third-Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

- 2.1. <u>License Grant.</u> For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate

- governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.3. <u>Documentation License</u>. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. <u>Application Programming Interface "API"</u>. If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.
- 2.5. <u>Hardware</u>. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.6. <u>Managed Services Hardware</u>. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any Defect or warranty claims in accordance with Exhibit 8.
- 2.7. <u>Reservation of Rights</u>. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. <u>Customer Systems and Cooperation</u>. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. <u>Effect of Customer Failure or Delay</u>. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. <u>Maintaining Current Versions of CentralSquare Solutions.</u> In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

Professional Services.

- 6.1. <u>Compliance with Customer Policies</u>. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("Contributed Material"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.
- 6.3. Federal Grant Funds. CentralSquare shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment. Additionally, CentralSquare shall not discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee based on race, color, religion, sex, national origin, age, medical condition, marital status, sexual orientation, gender identity, genetic information, veteran status, or disability, or any other characteristic or classification protected by applicable law. Not Applicable.
- 6.4. <u>Criminal Justice Information Services</u>. To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.
 - Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "Confidential Information" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.
- 7.3. Public Record. As this Agreement is public record, CentralSquare is permitted to disclose Customer as a Customer. However, CentralSquare shall not make any statements or representations regarding Customer's opinion of CentralSquare or its services. CentralSquare may reach out to Customer from time to time for references or marketing engagements, subject to Customer's written approval.

8. Security.

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.
- 9. <u>Personal Data</u>. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:
 - 9.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
 - 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
 - 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
 - 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
 - 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

- 10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 10.3. <u>Software Warranty</u>. CentralSquare warrants to Customer that: (i) for a period of one year from Delivery (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of Delivery the Software does not contain any virus or other malicious code.
- 10.4. <u>Software Remedy</u>. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option and as the sole remedy, reinstall the Software or correct the Defects pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. <u>Services Warranty</u>. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.
- 11. <u>Notices</u>. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare: CentralSquare Technologies, LLC

1000 Business Center Dr. Lake Mary, FL 32746 Phone: 407-304-3235 Attention: Legal/Contracts

If to Customer: Burleson Police Department

1161 SW. Wilshire Blvd. Burleson, TX 76028 Phone: 8174269672

Email: jgrommersch@burlesontx.com Attention: James Grommersch

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor,

the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

- 13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 13.2. <u>Customer Indemnification</u>. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 13.3. "Claim" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

- 14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.
- 14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
- 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty (30) days.
- 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
- 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
- 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

- 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
- 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.
- **Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
- 17. <u>Dispute Resolution</u>. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
 - 17.1. <u>Good Faith Negotiations</u>. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
 - 17.2. <u>Escalation to Mediation</u>. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
 - 17.3. <u>Confidential Mediation</u>. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
 - 17.4. <u>Litigation</u>. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
- **18.** <u>Waiver/Severability</u>. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 19. <u>LIABILITY</u>. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
 - 19.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
 - 19.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.
- 20. <u>Insurance</u>. During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
- 21. <u>Al Use & Accuracy.</u> The Solutions provided under this Agreement may include access to artificial intelligence ("Al") features that generate outputs based on inputs. Customer acknowledges and agrees that:
 - 21.1. Al-generated outputs may be inaccurate, incomplete, or inappropriate, and should not be relied on as a sole source of truth or decision making;
 - 21.2. Customer is responsible for ensuring that users are responsible for reviewing and validating any Al-generated content before using it in any context;

- 21.3. A human-in-the-loop (human is actively involved in reviewing, validating, or making decisions based on the output) approach is strongly recommended, and agrees to exercise appropriate judgment and oversight when using the Solutions;
- 21.4. Centralsquare makes no warranties or guarantees regarding the accuracy, reliability, or suitability of Al-generated outputs for any particular purpose;
- 21.5. Use of the AI features is at Customer's own risk, and Customer agrees not to use the software in any manner that may cause harm or violate applicable laws or regulations.
- 22. Third-Party Materials. CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
- 23. <u>Subcontractors</u>. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
- **24.** Entire Agreement. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
- **25.** <u>Amendment</u>. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
- 26. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 27. <u>Counterparts</u>. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 28. <u>Material Adverse Change</u>. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

29. Order of Precedence.

- 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
 - 29.1.1. Exhibit 8, and then the main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the rest of the attached Exhibits to this Agreement in the order in which they appear.
- 29.2. Customer's purchase order terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
- 29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

- Exhibit 4: Certificate of Insurance (Evidence of Coverage)
- Exhibit 5: Statement of Work
- **Exhibit 6**: Using/Accessing Agency Guidelines (if applicable)
- Exhibit 7: Service Level Commitments
- Exhibit 8: City of Burleson Addendum to Vendor's Contract Additional Provisions

EXHIBIT 1 Solution(s) and Services Fee Schedule

Quote #: Q-223021 TIPS Contract#: 220105

SOFTWARE

ADDON	INTED	
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PRO	DUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
_	Solution CAD Taser Interface al Subscription Fee	1	9,000.00	- 2,430.00	6,570.00
Stree	Solution MFR/RMS Easy It Draw Interface Annual cription Fee	1	5,625.00	- 1,518.75	4,106.25
	dSOS Alerts Integration Annual cription Fee	1	6,500.00	- 1,755.00	4,745.00

Addon Interfaces Software Subtotal
Addon Interfaces Software Discount
Addon Interfaces Software Total

21,125.00 USD
-5,703.75 USD
15,421.25 USD

CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
4.	CentralSquare ONESolution CAD Cloud Dispatch Position Annual Subscription Fee	6	4,000.00	- 6,480.00	17,520.00
5.	CentralSquare ONESolution CAD Cloud Platform Annual Subscription Fee	1	90,000.00	- 24,300.00	65,700.00
6.	ONESolution CAD Resource Monitor Display License With Maps Annual Subscription Fee	6	900.00	- 1,458.00	3,942.00
7.	ONESolution CAD Site License Upgrade Annual Subscription Fee	1	3,000.00	- 810.00	2,190.00

 CAD Software Subtotal
 122,400.00 USD

 CAD Software Discount
 - 33,048.00 USD

 CAD Software Total
 89,352.00 USD

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	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
8.	CAD-to-CAD Unify (Cloud) Annual Subscription Fee	1	15,750.00	- 4,252.50	11,497.50
9.	ONESolution CAD CAD-to-CAD Hub Interface Annual Subscription Fee	1	0.00		0.00

CAD-to-CAD Software Subtotal 15,750.00 USD 4,252.50 USD CAD-to-CAD Software Total 11,497.50 USD

CENTERLINE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
10.	Centerline Al Platform Annual Subscription Fee	1	4,000.00	- 200.00	3,800.00
11.	Centerline Al User Annual Subscription Fee	91	350.00	- 1,592.50	30,257.50
12.	Centerline Al User Site License Annual Subscription Fee	1	3,185.00	- 159.25	3,025.75

Centerline Software Subtotal
Centerline Software Discount
Centerline Software Total
39,035.00 USD
- 1,951.75 USD
37,083.25 USD

CRIMEVIEW

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
13.	CrimeView Analytics: Informative (3 years data) CST System Subscription	1	3,350.00	- 167.50	3,182.50
14.	CrimeView Analytics: Standard (3 years data) CST System Subscription	1	3,125.00	- 156.25	2,968.75

Crimeview Software Subtotal 6,475.00 USD Crimeview Software Discount Crimeview Software Total 6,151.25 USD

FREEDOM

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
15.	OneSolution Freedom Server Annual Subscription Fee	1	2,100.00	- 567.00	1,533.00
16.	ONESolution Freedom Premium Site License Annual Subscription Fee	1	23,760.00	- 6,415.20	17,344.80

ONESolution Freedom Base Site License Annual Subscription Fee

1 3,465.00 - 935.55

2,529.45

Freedom Software Subtotal **Freedom Software Discount Freedom Software Total**

29,325.00 USD - 7,917.75 USD 21,407.25 USD

JMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
18.	CentralSquare ONESolution JMS Cloud per Bed Annual Subscription Fee	10	200.00	- 540.00	1,460.00
19.	CentralSquare ONESolution JMS Cloud Platform Annual Subscription Fee	1	25,000.00	- 12,500.00	12,500.00
20.	ONESolution Mugshot Capture Station Software Annual Subscription Fee	1	5,280.00	- 1,425.60	3,854.40

JMS Software Subtotal JMS Software Discount JMS Software Total

32,280.00 USD - 14,465.60 USD 17,814.40 USD

MCT

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
21.	CentralSquare ONESolution CAD Cloud MCT Position Annual Subscription Fee	50	700.00	- 9,450.00	25,550.00
22.	ONESolution MCT Site License Upgrade Annual Subscription Fee	1	3,500.00	- 945.00	2,555.00

MCT Software Subtotal 38,500.00 USD **MCT Software Discount** - 10,395.00 USD **MCT Software Total** 28,105.00 USD

MIGRATION INTERFACES

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
23.	ONESolution Automated Secure Alarm Protocol Interface (ASAP) Annual Subscription Fee	1	9,000.00	- 2,430.00	6,570.00
24.	ONESolution CAD to ONESolution CAD Base Interface Annual Subscription Fee	1	4,500.00	- 1,215.00	3,285.00
25.	ONESolution Eventide Recorder Interface Annual Subscription Fee	1	4,800.00	- 1,296.00	3,504.00

	200	ONECalution Field Training	4	2 750 00	4 040 50	0 707 50
	26.	ONESolution Field Training Online-Cloud Annual Subscription Fee	1	3,750.00	- 1,012.50	2,737.50
	27.	ONESolution ImageTrend CAD Export Interface Annual Subscription Fee	1	5,100.00	- 1,377.00	3,723.00
	28.	ONESolution Incode Court to RMS Interface Annual Subscription Fee	1	4,500.00	- 1,215.00	3,285.00
	29.	ONESolution Incode Courts System Interface Annual Subscription Fee	1	6,000.00	- 1,620.00	4,380.00
	30.	ONESolution Medical ProQA/Paramount Interface Annual Subscription Fee	1	3,900.00	- 1,053.00	2,847.00
	31.	ONESolution Pagegate Interface Annual Subscription Fee	1	600.00	- 162.00	438.00
	32.	ONESolution US Digital Designs Communications Gateway Annual Subscription Fee	1	3,300.00	- 891.00	2,409.00

Migration Interfaces Software Subtotal
Migration Interfaces Software Discount
Migration Interfaces Software Total

45,450.00 USD
-12,271.50 USD
33,178.50 USD

RMS/MFR

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
	CentralSquare ONESolution RMS Cloud Officer Annual Subscription Fee	91	750.00	- 18,427.50	49,822.50
34.	CentralSquare ONESolution RMS Cloud Platform Annual Subscription Fee	1	90,000.00	- 45,000.00	45,000.00
35.	ONESolution Applicant Tracking Annual Subscription Fee	1	3,360.00	- 907.20	2,452.80
36.	ONESolution Barcoding Hand- Held Client License Annual Subscription Fee	2	600.00	- 324.00	876.00
37.	ONESolution Barcoding Server License Annual Subscription Fee	1	2,745.00	- 741.15	2,003.85
38.	ONESolution MFR Client- Problem-Oriented Policing Annual Subscription Fee	27	120.00	- 874.80	2,365.20
39.	ONESolution MFR Client-Racial Profiling Annual Subscription Fee	25	120.00	- 810.00	2,190.00
40.	ONESolution MFR Property & Evidence Annual Subscription Fee	1	240.00	- 64.80	175.20
41.	ONESolution Property & Evidence Annual Subscription Fee	1	5,880.00	- 1,587.60	4,292.40

42.	ONESolution Quartermaster Annual Subscription Fee	1	4,500.00	- 1,215.00	3,285.00
43.	ONESolution RMS Site License Upgrade Annual Subscription Fee	1	16,593.00	- 4,480.11	12,112.89
44.	ONESolution Sex Offender Annual Subscription Fee	1	6,750.00	- 1,822.50	4,927.50

RMS/MFR Software Subtotal 205,758.00 USD RMS/MFR Software Discount - 76,254.66 USD RMS/MFR Software Total 129,503.34 USD

SOFTWARE SUMMARY

Soft	ware Subtotal	556,098.00 USD
Softw	vare Discount	- 166,584.26 USD
S	oftware Total	389,513.74 USD

SERVICES

ADDON IMPLEMENTATION SERVICES	
DESCRIPTION	TOTAL
Public Safety GIS/Analytics Services - Fixed Fee	19,500.00
Public Safety Project Management Services - Fixed Fee	6,435.00
Public Safety Technical Services - Fixed Fee	12,090.00
Addon Implementation Services Services Subtotal Addon Implementation Services Discount Addon Implementation Services Services Total	38,025.00 USD - 1,957.80 USD 36,067.20 USD
CAD-TO-CAD	
DESCRIPTION	TOTAL

DESCRIPTION	TOTAL
Public Safety Consulting Services - Fixed Fee	7,800.00
Public Safety Project Management Services - Fixed Fee	3,510.00
Public Safety Technical Services - Fixed Fee	4,680.00
7. Public Safety Training Services - Fixed Fee	3,120.00

CAD-to-CAD Services Subtotal	19,110.00 USD
CAD-to-CAD Services Discount	- 3,439.80 USD
CAD-to-CAD Services Total	15,670.20 USD

CENTERLINE

	DESCRIPTION	TOTAL
8.	Centerline Al Implementation Services - Fixed Fee	1,560.00
	Centerline Services Subtotal	1,560.00 USD
	Centerline Services Discount	- 80.34 USD
	Centerline Services Total	1.479.66 USD

IMPLEMENTATION SERVICES

	DESCRIPTION	TOTAL
9.	ONESolution CAD Cloud Migration Services (1-9 CAD Positions) - Fixed Fee	10,000.00
10.	ONESolution JMS Cloud Migration Services (1-39 Jail Beds) - Fixed Fee	10,000.00
11.	ONESolution RMS Cloud Migration Services (1-175 Sworn) - Fixed Fee	10,000.00

Implementation Services Services Total 30,000.00 USD

SERVICES SUMMARY

Services Subtotal	88,695.00 USD
Services Discount	- 5,477.94 USD
Services Total	83,217.06 USD

SUMMARY

Software Subtotal

556,098.00 USD

Services Subtotal

88,695.00 USD

Subtotal	644,793.00 USD

Discount - 172,062.20 USD

Total 472,730.80 USD

Net Recurring Fees will increase in the amount of \$184,520.61. For products being replaced in this project, this is an estimate based on the client's current recurring fees of \$204,993.13. The increase amount may change based on any adjustments to scope or pricing and depending on the final project timeline. Your new renewal estimate is \$389,513.74. Any items not being replaced by this order will continue in addition to the renewal estimate listed.

TOTAL RECURRING FEES

ТҮРЕ	AMOUNT
TOTAL RECURRING FEES	\$389,513.74
CURRENT RECURRING FEES	-\$204,993.13
NET RECURRING FEE INCREASE	\$184,520.61

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Payment Terms:

Subscriptions:

- Annual Subscription Fees are due on October 1, 2025, and annually thereafter on the anniversary of October 1 in each subsequent year.
- Annual Subscription Fees shall increase as follows: Year 1 0%, Year 2 3%, Year 3 3%, Year 4 5%, Year 5 5%, and all future years past year 5 shall increase at 5%.

Services:

• 100% due upon the execution date of this Agreement.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

Termination & Migration of Enterprise Agreement

a. This Agreement shall revoke and replace the Enterprise Agreement, otherwise known as CSO#5078-04-2023. Support and maintenance of the software being replaced shall be due September 30, 2025. Upon execution of this Agreement, a credit in the amount of \$225,244.34 will be applied to Customer account. This credit will be applied as follows:

Year 1 Software	389,513.74
Credit applied	(17,663.46)
Year 1 Software Total	371,850.28
Credit Remaining	(124,363.82)
Year 2 Software	401,199.15
Credit Applied	(26,788.94)
Year 2 Software Total	374,410.21
Credit Remaining	(97,574.88)
Year 3 Software	413,235.13
Credit Applied	-

Year 3 Software Total	413,235.13
Credit Remaining	(97,574.88)
Year 4 Software	429,764.53
Credit Applied	(3,513.34)
Year 4 Software Total	426,251.19
Credit Remaining	(94,061.54)
Year 5 Software	446,955.11
Credit Applied	-
Year 5 Software Total	446,955.11
Credit Remaining	(94,061.54)

Any remaining credit may be applied to any future or outstanding invoice.

- b. The following assets will carry over from the Original ONESolution Agreement, and will be governed by this Agreement with annual support and maintenance due annually:
 - i. One Solution PS Development Maintenance
 - ii. One Solution PS Development Maintenance
 - iii. Audit Proof Annual subscription

EXHIBIT 2 Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. <u>Software Version</u>. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. <u>Updates.</u> From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a Defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	customer's operation but there is capacity to	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical		Non-Critical Priority 3 issues must be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Minor Priority 4 issues must be reported via Https://support.centralsquare.com/s/contact-us

- 7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:
 - 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented Defect.
 - 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
 - 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
 - 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.
- 8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using

the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System.
Critical	allows the Customer to resume normal operations on the production System.	CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have no defined resolution time.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

- 9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.
- Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
 - 10.1. <u>Maintenance</u>. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
 - 10.2. <u>Incidents and service requests</u>. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
- 11. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
- 12. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
- 13. Technology Life Expectancy. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy,

functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3 CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4 Certificate of Insurance (Evidence of Coverage)

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ACORD °

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2024

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).

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ATLANTA, GA 30326						ADDRESS:							
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ACORD 25 (2016/03)

EXHIBIT 5 Statement of Work (Attached)



Burleson Police, TX

Version 1.2
ONESolution Migration to Cloud

1000 Business Center Drive, Lake Mary, FL 32746 407.304.3235 I Fax: 407.304.3301 I <u>www.centralsquare.com</u>

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Document Control

Date	Version	Details/Changes	Author
05.16.25	1.0	Initial Draft	C. Roth
06.06.25	1.1	Removed the Agent511 Interface	C. Roth
06.09.25	1.2	Remove Firehouse Interfaces	C. Roth

Burleson Police, TX ONESolution Suite Cloud Migration

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Burleson Police, TX ONESolution Suite Cloud Migration

1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the "Agreement") between CentralSquare Technologies, LLC (CentralSquare) and Burleson Police, TX ("Customer").

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement (collectively the "Project").

1.2 General Customer Responsibilities

In addition to those Customer responsibilities stated elsewhere in this SOW, Customer is responsible for the following:

- Electrical facilities cabling, network communications, telephone, other voice/data connections and peripherals for system workstations and mobiles for production and training use.
- Providing information to CentralSquare staff on network infrastructure, including any
 firewalls within the overall network that the system will operate and necessary port access
 for the system to operate in accordance with CentralSquare documentation.
- The installation, configuration, maintenance (including patch management and upgrades of Microsoft software on workstations, Mobiles, and on-premise server components.
- Configuration, maintenance, testing, and supporting the third-party systems that
 Customer operates and which will be interfaced with as a part of this project. This project
 includes the contracted interfaces that will be migrated from on-premise to cloud listed in
 Appendix A Standard CentralSquare Interfaces.
- Consoles, furniture, or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles, or existing facilities. Installation of workstations into consoles, furniture, vehicles or like items, is the responsibility of Customer.
- Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are regular Project meetings, discussion regarding Interfaces, network planning and system installation planning.

The project timeline will require a commitment by Customer staff to attend project meetings and execute action items within the mutually agreed upon defined time parameters in the project schedule.

1.3 Project Exclusions

CentralSquare provides software applications that it develops. These applications are sold as is and are considered to be "Commercial Off the Shelf" (COTS) software packages. The functionality of these products will be based on CentralSquare's current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

- Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.
- Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.
- Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- CentralSquare is not responsible for the deficiencies in the Customer's internal or contracted network to support ONESolution Suite workstations/mobiles.
- CentralSquare is not responsible for the deficiencies in Customer's network.
- This project does not include creation or modification of GIS data by CentralSquare staff.
- CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.
- CentralSquare is not responsible for the creation or modification of any Crystal Reports,
 SSRS Reports or other third-party reporting application.
- CentralSquare is not responsible for submitting NIBRS data to the State. Customer
 assumes responsibility to take the necessary steps within the Subsystem to submit NIBRS
 data monthly to the State unless otherwise noted in the Agreement.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services to migrate the CentralSquare ONESolution Suite (CAD, RMS, JMS) from on-premise to cloud. The Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all server and user licenses, interfaces, as well as other CentralSquare tools and utilities.

All installation and configuration activities, as well as upgrades for this project will be performed remotely.

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature.

Customer agrees to test and evaluate the software and promptly provide feedback, including any identified issues, errors, or defects. The parties will work in good faith to address any identified issues and may explore options such as bug fixes, updates, or alternative solutions.

2.2 Production Environment

This is the primary environment which is used for normal day-to-day operations. Under normal circumstances all users will be live on this system. It will contain the primary production databases and data used by the system for live operations. The production environment for the Customer will be hosted on the AWS GovCloud.

2.3 Train Environment

The train environment will be hosted in the AWS GovCloud and can be utilized for new staff training, refresher training, and for testing new software releases and or configuration changes. The train environment can mirror and be refreshed from the production environment at the request of the Customer. Two (2) refreshes per year are included for the AWS GovCloud. Additional refreshes can be purchased via a Change Order. The test/train environment will only be available after go-live as it is generally brought online two (2) weeks before an upgrade is scheduled for a new release.

3 PROJECT CONTROLLING PROCESSES

3.1 Overview

The establishment of defined processes for Customer communication (contact persons and reporting methods) provides a basis for effective and regular communication.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected go-live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and go-lives.

3.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These

changes may include but are not limited to a modification to Project scope, Standard or Custom products' functionality, CentralSquare and Customer's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by Customer or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW.

All Change Orders must go through the CentralSquare's internal approval process before they can be presented to Customer for review and approval. Once the Change Order is generated, Customer Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees for CentralSquare to properly investigate and scope of the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to Customer Project Manager prior to CentralSquare's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if Customer has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that Customer not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post go-live delivery.

3.2.1. CentralSquare Responsibilities

a) CentralSquare will capture the necessary information required to prepare a Change Order and submit to the Customer.

3.2.2. Customer Responsibilities

- a) When applicable, Customer will identify the services or deliverables that will be subject to a Change Order, per the Agreement between both parties.
- b) When applicable, Customer will identify changes to application features or functionality, Interfaces, or any other Subsystems that will require a change order. This process may also include participation in the requirements process.
- c) Customer will approve and process Change Orders in a timely manner.

3.3 Project Reporting

CentralSquare will provide Monthly Status Reports advising Customer Project Manager and key Customer Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare's Subcontractors' deliverables. The Project Status Reports will include the following:

- Accomplishments during the Reporting Period.
- Planned upcoming activities.
- Issues.
- Risks.
- Key Action Items.

In addition, the CentralSquare Project Manager will hold bi-weekly status meetings/conference calls to update Customer on the status of the Project and key action items and deliverables.

During the course of the Project, one or more Project Provisioning Guides will be created to document Project issues and action items. These Provisioning Guides are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project Provisioning Guides are reviewed with Customer on an as needed basis through the course of the Project. The Consultant is responsible for periodically providing copies of updated Provisioning Guides.

CentralSquare will provide an updated Project Schedule advising Customer Project Manager of the progress of project activities. The Project Schedule will consist of the following:

- a) Major Tasks.
- b) Task Responsibility.
- c) Task Duration.
- d) Major Milestones.

- e) Tasks Completed.
- f) Tasks in Progress.

3.3.1. CentralSquare Responsibilities

- a) Provide a written report of Project status once a month.
- b) Track issues and action items to closure through product specific Provisioning Guides. Customer will be periodically provided with updated copies of the Provisioning Guide.
- c) Conduct status meetings/conference calls every two (2) weeks.
- d) Maintain an up-to-date Project Schedule.

3.3.2. Customer Responsibilities

- a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
- b) Participate in Project status meetings.
- c) Ensure participation of personnel in tasks and meetings.

3.4 Document Review

In the course of the Project, CentralSquare will deliver several documents to Customer for review. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided electronic (soft copy). If Customer desires printed (hard copy) documentation, it is their responsibility to print and bind the desire copies. The CentralSquare Project Manager will retain a copy and provide Customer with a copy.

Should Customer find any document unacceptable, Customer must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, Customer is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

3.4.1. Documents Subject to Customer Approval

a) Change Orders.

3.5 Documents Subject to Customer Review not Requiring Approval

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between Customer and CentralSquare.

a) Project Status Report.

3.5.1. CentralSquare Responsibilities

- a) Distribute the documents to Customer.
- b) Coordinate the process to consolidate comments and edit documents.
- c) Manage the signoff process for applicable documents and the distribution of originals to Customer and CentralSquare for filing.

3.5.2. Customer Responsibilities

- a) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders, and/or Sales Orders.
- b) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule warrant a shortened turnaround.

3.6 Third-Party Management

CentralSquare will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Agreement.

As part of the Subcontractor agreement, all communications between those third parties and Customer will be managed by CentralSquare. Any communication directly between Customer and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CentralSquare unless an appropriate Change Order has been prepared.

Conversely, Customer will be responsible for the management of third parties that CentralSquare is not responsible for. Customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of Customer's System.

3.6.1. CentralSquare Responsibilities

- a) Assume responsibility for third parties that are the responsibility of CentralSquare within the terms of the Agreement between CentralSquare and Customer.
- b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Inform Customer when configuration and or programming will require interaction and/or documentation from a third-party which is not the responsibility of CentralSquare under the Agreement between CentralSquare and Customer.

3.6.2. Customer Responsibilities

- a) Work directly through CentralSquare with regard to third parties that are the responsibility of CentralSquare.
- b) Review, sign, and process any Change Orders that may arise from a material change in scope where third parties are concerned.
- Facilitate interaction between CentralSquare and third parties not the responsibility
 of CentralSquare to include conference calls, answers to questions and
 documentation as requested

4 PROJECT INITIATION AND PLANNING

4.1 Overview

Project initiation and planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between Customer and CentralSquare during this process is at a high-level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are completed and as the Project nears go-live and Project completion.

Note: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from Customer and CentralSquare.

4.1.1. CentralSquare Responsibilities

- a) Assign a Project Manager to the Project to participate in initiation phase activities.
- b) Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- c) Baseline the Project Schedule.

4.1.2. Customer Responsibilities

- a) Assign a Project Manager for the Project to participate in initiation phase activities.
- b) Identify and engage Customer's Project team.
- c) Review and comment on the CentralSquare Project Management Plan and the Project Schedule.

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d) Review and comment on CentralSquare provided documentation to support initiation activities.

4.2 Project Kickoff

During the planning phase, the CentralSquare Project Manager will hold a kickoff meeting with Customer's Project team. During the kickoff meeting, the CentralSquare Project Manager will provide an overview of the following:

- a) A high-level description of Project Deliverables.
- b) A high-level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
- c) Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
- d) Review any project related questions from Customer's team.

4.2.1. CentralSquare Responsibilities

- a) Prepare the agenda and set a date for the kickoff that is convenient to Customer and CentralSquare Team.
- b) Distribute any documents that Customer should review in advance of the kickoff meeting.
- c) Conduct the kickoff meeting.

4.2.2. Customer Responsibilities

- a) Work with the CentralSquare Project Manager to facilitate scheduling a date for the kickoff meeting.
- b) Schedule the appropriate personnel from Customer's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

5 PROJECT EXECUTION

5.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of configuration, installation and testing of software deliverables and migration from on premise to cloud. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

5.2 System Installation

Overview: System installation is one of the early processes in the Project implementation phase and has a significant impact on and critical dependency on several key activities. Cloud virtual provisioning will be the responsibility of CentralSquare. On-premise hardware provisioning is the responsibility of the Customer. Installation of CentralSquare software on on-premise hardware is the responsibility of CentralSquare.

This implementation will be: a combination of cloud and on-premise components.

5.2.1. Cloud Components:

The CentralSquare Cloud Team will provision the CentralSquare software in the cloud. This will entail a planning meeting with the Customer/Network Administrator and other CentralSquare staff (Project Manager, Engineering), configuration of the connection, advising on network communications, and configuring access to the provisioned system.

The administration services of the cloud environment are the responsibility of CentralSquare, including support, operation, and maintenance of the underlying infrastructure. Access to any resources by the Customer will not be allowed except through applications and programmatic connections.

It is preferred that the connection between the Customer and the CentralSquare AWS environment be on a dedicated circuit that is not shared with general internet users on the agency side. For most deployments, a typical business class internet circuit is sufficient when appliances on each end of the connection have 1Gb connections. The Customer will only be responsible for their side of the connection with CentralSquare maintaining the AWS side. Redundant connections are highly recommended.

5.2.2. On-Premise Components:

CentralSquare will give guidance on virtual provisioning of on-premise servers using the existing hardware from the current ONESolution environment. Specifications for virtual servers to support the software suite will be provided as part of the project documentation. Unless specifically contracted as part of the project's professional services, the Customer is responsible for initial provisioning and basic configuration of virtual servers.

The administration services of the On-Premise environment is the responsibility of the Customer, including support, operation, and maintenance of the underlying infrastructure.

On-Premise installation of CentralSquare software takes place after On-Premise servers are provisioned and prepared for installation.

5.2.3. Cloud Virtual Provisioning

The CentralSquare Cloud Team will provision the CentralSquare software in the cloud. This will entail a planning meeting with the Customer, System/Network Administrator and other CentralSquare staff (Project Manager, Engineering), configuration of the connection, advising on network communications, and configuring access to the provisioned system.

5.2.3.1 CentralSquare Responsibilities

- a) Host technical meeting with Customer network/systems administration staff.
- b) Provision connection to Customer's endpoint in coordination with the Customer.
- c) Provide port and protocol information to Customer for firewall rules.
- d) Provide guidance on DNS forward lookup zones needed for interoperability between Customer networks and cloud deployment.
- e) Provide guidance on routing needed from Customer networks to cloud environment.
- f) Configure connection for all Customer workstation subnets.
- g) Provision cloud systems.
- h) Provide URLs and any other paths for Customer connectivity.

5.2.3.2 Customer Responsibilities

- a) Attend the technical meeting with CentralSquare resources.
- b) Acquire ISP connections.

- c) Provide an endpoint device.
- d) Provide endpoint public IP address for the connection to CentralSquare cloud environment.
- e) Work with CentralSquare technical staff to provision the connection.
- f) Open firewall as directed by CentralSquare technical staff.
- g) Implement DNS forward lookup zones for interoperability with cloud environment.
- h) Provide routing rules to route traffic through the connection as advised by CentralSquare technical staff.
-) Identify subnets where workstations will connect from and to the cloud environment.

5.2.4. Basic Server Integration (On-Premise)

Basic server integration includes physical installation of equipment in server racks, connection of power, network, and other peripheral systems, provisioning virtual machines, active directory configuration, security configuration and establishing or assisting with establishment of remote connectivity using the CentralSquare provided remote support solution. Varying resources will perform these tasks based on contracted installation services.

CentralSquare and Customer will coordinate these activities. CentralSquare will provide guidance during the Technical Kick-off meeting.

To begin the software installation phase CentralSquare must have the following at least two weeks prior to the scheduled integration work:

- a) Customer-authorized remote connectivity to the servers
- b) Documentation of server names & IP addresses
- c) Administrator Account Information (Username, Password)
- d) Services Account Information
- e) Location of 3rd Party Software media (such as SQL, Windows or other customer provided software products).

In cases where Customer cannot guarantee the items above two weeks prior to the scheduled, work, CentralSquare may require rescheduling, and this may have an impact on the overall Project timeline and cost.

5.2.4.1 Customer Provided Basic Server Integration:

Customer will perform basic integration tasks for hardware and devices procured outside of the CentralSquare Agreement and/or for items for which Professional Services for integration are not provided in the Agreement with CentralSquare.

The site must be prepared and ready for the installation of CentralSquare software no later than two (2) weeks prior to the scheduled Installation date. If the required system information cannot be provided and/or confirmed two (2) weeks prior to the scheduled Installation, CentralSquare may require project rescheduling which may impact the overall project schedule and cost.

5.2.4.2 CentralSquare Responsibilities (Customer provided Basic Server Integration)

- a) Host a Technical Kick Off Meeting to review the requirements for Installation including the documents necessary to facilitate server identification and connection.
- b) Provide and confirm details in the installation documents with the Customer.
- c) Review the completed Installation Documents prior to the installation.
- d) At least one (1) week prior to installation, a member of the CentralSquare Technical Services team will verify: (1) connectivity to Customer site via CentralSquare's remote support solution, (2) connectivity to each of the servers, and (3) access to all required security accounts.
- e) Prepare and submit a TCR for Customer review and approval upon completion of these activities.

5.2.4.3 Customer Responsibilities (Customer provided Basic Server Integration)

- a) Have appropriate subject matter experts attend the Technical Kick Off meeting.
- b) Provide the facility suitable to house Server hardware and network infrastructure.
- c) Have a member of Customer's IT staff available while software/network configuration is performed.
- d) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.
- e) Provide all external interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.
- f) Provide electrical facilities (e.g., outlets, generator, and other electrical infrastructure facilities required for this project, including necessary maintenance.

- g) Provide cabling (e.g., power, network, interface, and other electrical and data transmission lines) required for this project, including necessary maintenance. All lines will be clearly identified and tested for function and performance.
- h) Provide and install all data communication equipment, switches, routers, and other components necessary for system operation and maintenance, connection to remote sites to other systems, and to other agencies.
- i) Provide network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), and maintain ongoing network/communications charges associated with installation, operation, or support of the proposed system including establishment and maintenance of security accounts necessary to facilitate installation and ongoing support of the solution.
- j) Configuration and/or programming of network routers, switches, and bridges this includes providing information to CentralSquare staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with CentralSquare documentation.
- k) Provide TCP/IP communications and connection to the server equipment for any existing networks, workstations, mobiles, and printers that are to have access to the CentralSquare applications.
- Obtain all necessary IP addresses and provide information related to IP segments/subnets intended to access the solution.
- m) Perform basic server integration including, but not limited to:
 - a. Installation of servers in applicable racks.
 - b. Connecting servers to network switches.
 - c. When deploying a SAN, configure the applicable RAID configuration, create the LUN(s), and present them to the physical or virtual servers.
 - d. Installation and configuration of the virtual environment.
 - e. Creation of Virtual Machines
 - f. Assign Server Names and IP Addresses to virtual machines
 - g. Install operating system software and install all Windows updates.
 - h. Provision Active Directory Domain and/or Join servers to an existing Customer domain.
 - i. Enable and configure DNS, enable, and configure DHCP if required.
- n) Installation of CentralSquare pre-requisite software.
- o) Create and maintain SSL certificates for the servers which require them, per CentralSquare documentation.
- p) Allow and establish CentralSquare access to and administrator level account on servers running CentralSquare licensed Software.
- q) Gather all necessary configuration documentation to show relevant configuration information including machine names, IP addresses, Administrator Account

- information, Service(s) Account information, naming convention, and remote access policies & procedures to install, configure, administer, and support the solution.
- r) Provide CentralSquare with a high-level network diagram including relevant security devices and domain boundaries between related systems where such may impact communication or connectivity to the solution. The diagram should be provided prior to CentralSquare installation.
- s) Install all workstations and peripheral equipment, including scanners, printers, barcode readers, etc.
- t) Approve the applicable TCR.

5.2.5. System Installation (On-Premise)

CentralSquare will perform the CentralSquare software installation. These services will be performed remotely and include installation of the Contracted CentralSquare products as specified in the Basic Server Integration portion of the project.

These installation activities will be coordinated between CentralSquare and Customer. CentralSquare will host a technical handoff meeting with the Customer to advise on ongoing maintenance of the on-premise system.

The system requirements communicated during the project installation phase are important to initial functionality and continuing system reliability and performance. Customer deviation from the processes and procedures detailed in the System Requirements, those communicated during the Technical Hand Off meeting or those indicated in this document may require reinstallation of hardware and/or software to correct issues that may not be noticeable in early project phases. Reinstallation efforts required because of significant customer oversight, gross negligence or intentional deviation from the communicated requirements will result in additional project costs.

5.2.5.1 Prerequisites for this Task:

- a) Completion of Basic Server Integration Task.
- b) Completed Installation Documentation
- c) Provision and Testing of Remote Access and Server User Accounts.
- d) Location of SQL Installation Media and Keys.
- e) Provision of SSL Certificates.

5.2.5.2 Customer Responsibilities

- a) Allocate appropriate onsite Project personnel to support CentralSquare personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate Customer personnel include the necessary IT personnel and database administrator(s) as needed during installation.
- b) Customer is responsible for making the SQL media and license keys available to CentralSquare for installation.
- c) Have appropriate subject matter experts (usually Customer IT) attend the technical handoff meeting.
- d) Complete the configuration of workstations (after the installation of any contracted number of workstations by CentralSquare) using the Prerequisite Software Package and applicable Launch configurations.
- e) After completion of the initial installation and configuration of System servers, Customer will be responsible for maintaining the System based on the technical handoff meeting and associated document from CentralSquare Technical Services department.
- f) Review and approve the TCR from the technical handoff meeting.

5.2.5.3 CentralSquare Responsibilities

- a) Install and configure Microsoft SQL to operate with each of the applicable CentralSquare product(s).
- b) Install and configure the applicable CentralSquare system(s) on the designated servers and applicable environments as specified in the Agreement.
- c) Integrate on-premise components to cloud installed components.
- d) Provide verbal support to Customer with self-installation procedures for the workstations.
- e) After completion of the initial installation and configuration of each major System (such as Records Enterprise servers), a member of Technical Services team provides a technical handoff meeting to the designated staff from Customer's information Technology team via a conference call. The following major topics will be discussed during this technical handoff:

Proper procedures for performing System Backups:

- i. File Structure Inclusions and exclusions
- ii. Databases

- iii. Moving backups to media
- iv. Procedures for refreshing test/training system (and related documentation) if applicable
- v. Approved configuration and use of Virus Scan software
- vi. Approved procedure for application of Windows updates
- vii. System Upgrade process and procedures
- viii. Support Website and CentralSquare list server access
- ix. Managing/Reviewing system logs (SQL and Event Logs)
- f) Provide a Network Layout Diagram of the installed servers.
- g) Provide a list of network ports and protocols utilized for the purpose of securing the system.
- h) Prepare and submit a TCR upon completion of the installation tasks and activities.

5.3 Migration to Cloud – ONESolution CAD, RMS and JMS (includes GIS)

The ONESolution CAD, RMS and JMS migration from on-premise to cloud is implemented through a series of standard steps and process gates designed to ensure that configurations are verified and tested to validate proper functionality prior to go-live.

5.3.1. ONESolution CAD, RMS and JMS - On-Premise Backup

A backup of the on-premise environment will be taken for the purpose of migrating the critical data to the cloud. The critical data includes the ONESolution Suite databases. The database backups will be uploaded to the cloud in a Customer specific location. These backups will be used in the setup of the ONESolution CAD, RMS and JMS pre-production cloud environment.

Note: Once the on-premise backup is taken, any configuration changes will need to be manually applied to the cloud system. These changes can be applied to the cloud preproduction environment during system validation or to the cloud production environment during go-live.

5.3.1.1 CentralSquare Responsibilities

- a) Coordinate with the Customer to identify the start date for backup.
- b) Secure a backup of the production database and file share.

- c) Create a customer backup folder which includes the database and file share backup.
- d) Upload customer backup folder to customer specific cloud location.

5.3.2. ONESolution CAD, RMS and JMS – Migration from On-Premise to Cloud

CentralSquare will migrate the Customer from on-premise to cloud by deploying the latest General Availability (GA) release of ONESolution CAD, RMS and JMS in the cloud using the Customer's on-premise backup. Once the deployment is complete, this cloud preproduction environment will have the on-premise production data and settings. Additionally, an on-premise NCIC and interface server will be setup and configured to connect to the cloud pre-production environment. Any additional setup and configuration will be performed to ensure the cloud pre-production environment is working as expected.

Upon completion of the deployment of the cloud pre-production environment, the Customer will be able to log into the cloud environment and review the system for accuracy. Any configuration changes made to the on-premise production environment can be applied to the cloud pre-production environment at this time.

5.3.2.1 CentralSquare Responsibilities

- a) Deploy latest GA release ONESolution CAD, RMS and JMS in the cloud with Customer's data.
- b) Perform validation that the cloud environment is working as expected.
- c) Setup integrations owned by CentralSquare.
- d) Setup and configure replication database.

5.3.2.2 Customer Responsibilities

- a) Review and provide feedback on the cloud environment within twenty (20) business days of completion of the cloud deployment and validation.
- b) Provide a secure, reliable connection for third-party integrations.
- Apply any configuration changes that were made after the on-premise backup was taken to the cloud pre-production environment.

5.3.3. Migration to Cloud - Geographical Information Services (GIS)

5.3.3.1 ONESolution CAD with GIS

The ONESolution CAD migration from on-premise to cloud will include GIS. The Customer maintains ownership for updating and maintaining the data using CentralSquare provided GIS tools.

5.3.4. ONESolution Freedom Configuration (New Install)

CentralSquare Freedom is an app designed to run on both iOS platforms and Android devices. Freedom provides the same features and functionality as MCT readily accessible from smartphones and tablets.

5.3.4.1 CentralSquare Responsibilities

- a) Provide the Customer with the applicable steps to download the Freedom application from the Application store.
- b) Guide the Customer through the download process and the applicable configurations needed.
- c) Validate the Freedom handheld device is working in the installed environment.
- d) Prepare and submit a TCR upon completion of the installation.

5.3.4.2 Customer Responsibilities

- a) Provide a list of agencies and number of licenses per agency for configuration.
- b) Perform all required network configurations as advised by the CentralSquare Consultant prior to the configuration event.
- c) For any staff member that is attending the Freedom End User training session, the handheld device should be installed and configured prior to the class.
- d) Review and approve the applicable TCR.

5.4 Centerline AI

Centerline AI is a web-based application designed to integrate AI into the Client's report writing system. Centerline AI will be implemented through a series of standard steps and process gates.

Centerline AI Implementation Process Overview

Major Task	Description
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Overview	CentralSquare will provide questionnaire via email to gather
	configuration information and to introduce the application to the
	Customer. All services will be conducted remotely.
Base System Build	Upon completion of installation and working sessions, Customer
	assumes ownership of the base build. CentralSquare will provide
	guidance and support as applicable.
Training	As indicated in the approved Project Schedule. CentralSquare
	Consulting Services will provide comprehensive training for both
	administrators and end users. Maximum number of ten (10)
	participants for each training session. Agency assumes all responsibility
	for classroom setup, providing each participant with his/her own
	workstation, as well as providing a workstation for the instructor.
Go-Live	The application is brought into production use.

5.4.1. Centerline AI Base System Build

Major Task	Description	
Overview	After completion of the Installation and initial working sessions, Customer	
	assumes ownership of ongoing maintenance of system.	
Customer	Centerline AI Administrator and/or the Enterprise System Administrator	
Participants	who can address key points and make configuration decisions while	
	participating in the system implementation process.	
Output	After initial build by CentralSquare, the Customer will monitor the	
	installation and base build. Then, ensure select staff (FTO, Supervisors, etc.,)	
	attend user training (train the trainer) for the application. The CentralSquare	
	Consultant will provide ongoing consultation services.	

5.4.1.1 CentralSquare Responsibilities

- a) Conduct the working sessions based on the schedule and provide assignments as necessary to Customer.
- b) Ensure the module is functioning per the configuration.
- c) Prepare and submit a TCR upon completion of the deliverable.

5.4.1.2 Customer Responsibilities

- a) Ensure participation of appropriate personnel for each scheduled activity.
- b) Complete all assignments on a timely basis.

5.4.2. Centerline AI Training

Centerline training classes are conducted on consecutive weekdays during business hours (Tuesday-Friday). Alternate training schedules (multiple classes per day, evening, and weekend classes) are subject to additional cost.

Training classes are conducted based on the quantities that are specified in the Agreement.

5.4.2.1 CentralSquare Responsibilities (for all Centerline AI Training)

- a) Schedule the Centerline Al Training class(es) in accordance with Customer's availability and the Project Schedule.
- b) Provide the training materials.
- c) Conduct session(s) per the Schedule.
- d) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

5.4.2.2 Customer Responsibilities (for all Centerline AI Training)

- a) Provide adequate environment for execution of training.
- b) Provide an Administrator for each class to answer Customer specific questions related to the application's use, internal policies, or workflow.
- c) Provide schedule for training remaining end users.
- d) Review and approve applicable TCRs.

5.5 Implementation of CrimeView Analytics

CrimeView Analytics will be implemented through a series of standard steps and process gates.

5.5.1. CrimeView Analytics Implementation Process Overview

Major Task	Description	
Discovery	Discovery includes the Kickoff meeting, and the requirements review &	
	collection required for the implementation.	
Mapping and	CentralSquare will map Customer code values to standard categories to	
Configuration	enable CrimeView map symbology. The CentralSquare GIS/Analytics	
	Specialist will configure and automate the ETL (Extract, Transform, and Load)	
	process that securely replicates data to the cloud CrimeView environment,	
	and configure the user application.	
Demonstration	After the completing the Mapping and Configuration, CentralSquare will	
	provide Initial Demonstration, Consultation, and Content Preparation.	
	·	

	Customer assumes ownership of the base system build at the conclusion of	
	the demonstration, consultation & content preparation.	
System Review	W The system review period begins after the Administrator/Designer Training	
	and closes ten (10) business days after Train the Trainer.	
Acceptance	Application is accepted at conclusion of System Review.	
Prerequisite	Enterprise applications in production.	

5.5.2. Discovery

The Discovery includes a kickoff meeting and the requirements review & collection. The Kickoff meeting provides a review of the application's functionality and project deliverables, Customer prerequisites, and implementation process. Furthermore, the Customer's preparation and delivery of prerequisites to the CentralSquare project team is a critical gate for starting implementation work.

5.5.2.1 CentralSquare Responsibilities

- a) Schedule and lead the meeting.
- b) Provide action items.
- c) CentralSquare is responsible for providing Hardware, GIS, and any other requirements details to Customer during and following the kickoff meeting.

5.5.2.2 Customer Responsibilities

- a) Configure the CrimeView import server and provide CentralSquare with a local administrator account.
- b) Collect and deliver the GIS data to be used for the application to CentralSquare.
- c) Configure Hardware, including creation of a CentralSquare local administrator account on the import server.
- d) Provide required GIS data.

5.5.3. Code Mapping & Application Configuration

CentralSquare will map Customer code values to standard categories to enable CrimeView map symbology. The CentralSquare GIS/Analytics Specialist will configure and automate the ETL (Extract, Transform, and Load) process that securely replicates data to the cloud CrimeView environment, and configure the user application.

5.5.3.1 CentralSquare Responsibilities

a) Extract code tables from Customer's CAD and/or Records Enterprise system and match to standard code sets.

- b) If necessary, provide Customer with an Excel document to review code mapping.
- c) Configure the ETL process and CrimeView application.
- d) Prepare standard dashboards for initial demonstration.

5.5.3.2 Customer Responsibilities

- a) Review and revise code mapping within five (5) business days.
- b) Respond to information, data, and assistance requests.
- c) Work with the CentralSquare Project Manager to facilitate a date for the Application Review Meeting.

5.5.4. Initial Demonstration, Consultation, and Content Preparation

The CentralSquare GIS/Analytics Specialist will provide a short demonstration of the system with Customer's data and lead a discussion of Customer needs and how the system might meet those needs.

5.5.4.1 CentralSquare Responsibilities

- a) Schedule the initial demonstration in accordance with the Customer's availability and the Project Schedule.
- b) Schedule and lead the initial demonstration and collect Customer feedback.

5.5.4.2 Customer Responsibilities

a) Customer is responsible for having the appropriate users and stakeholders attend the initial demonstration and participate in follow-up conversations.

5.5.5. CrimeView Training

Training is conducted on consecutive weekdays during business hours. Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

Training classes are conducted based on the quantities specified in the Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Agreement.

5.5.5.1 CentralSquare Responsibilities (for all Search Training)

- a) Schedule the Search Training class(es) in accordance with Customer's availability and the Project Schedule.
- b) Provide the training materials.

- c) Conduct session(s) per the Schedule.
- d) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

5.5.5.2 Customer Responsibilities (for all Search Training)

- a) Provide adequate environment for execution of training.
- b) Provide an Administrator for each class to answer Customer specific questions related to the application's use, internal policies, or workflow.
- c) Provide schedule for training remaining end users.
- d) Review and approve applicable TCRs.

5.5.6. System Review

The system review period begins after the Administrator/Designer Training and closes ten (10) business days after Train the Trainer. During the System Review, Customer is responsible for reviewing the application and informing the CentralSquare project team of any noticed or potential issues or deficiencies with the configuration or data. CentralSquare will address the reported items during and following the review period; CentralSquare responses will fall into one of the following categories:

- a) Item refers to something in the application or data import configuration that has been confirmed and fixed/changed.
- b) Further information or action from Customer is required to assess the item (a time window for Customer action will be provided).
- c) Item is a result of Customer's source data and requires Customer action to fix (a time window for Customer action will be provided).
- d) Item identifies a software bug that has been submitted for review and rectification.
- e) Item represents a requested enhancement to the software. Software enhancements are not included in the scope of the project but may be undertaken at CentralSquare's Product Management discretion.

5.5.6.1 CentralSquare Responsibilities

- a) Inform Customer that the System Review period has begun; provide the review items listed above.
- b) Receive and address all items/issues submitted by Customer during the System Review.
- c) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

5.5.6.2 Customer Responsibilities

- a) Interact with the system and create new content after the Administrator/Designer Training.
- b) Inform the CentralSquare Project Manager of any questions, issues, or requested configuration changes.
- c) Review and approve applicable TCRs.

5.5.7. CrimeView Analytics Acceptance

The Crime Analytics Dashboard application will be considered Accepted upon completion of the System Review.

5.6 Migration to Cloud – ONESolution Suite System Interfaces

5.6.1. ONESolution Standard Interfaces - Overview

Standard interfaces to be migrated (and designated environments) for this project are listed within the Agreement and <u>Appendix A – Standard CentralSquare Interfaces</u>.

Changes to the configuration of standard interfaces made by the Customer may make the interface non-operational in the cloud. The standard interface will be deployed in the cloud and any Customer modifications will not be preserved.

Note: Modifications requested by Customer to a standard interface may incur additional cost and could result in project delays, since modifications to standard interfaces are only released with a major software version.

5.6.2. ONESolution Standard Interfaces - Migration from On-Premise to Cloud

CentralSquare will handle the installation and configuration of interfaces in the production cloud environment and, where possible, will demonstrate their proper functionality to the customer prior to the start of the ONESolution CAD, RMS, and JMS application migrations.

The interface installation will occur after the initial cloud environment deployment but prior to the start of the application migration. CentralSquare will take necessary steps to ensure that the interfaces do not interfere with the normal operation of the customer's on-premises system prior to the migration.

After the application migration is complete, CentralSquare will disable the interfaces onpremise and enable any necessary configuration to ensure their continued operation in the cloud.

Note: Some interfaces may require the continued presence of a CentralSquare service in the customer's environment which can move files from an agency-specific network location to a location accessible by the interface in the cloud.

5.6.2.1 CentralSquare Responsibilities

a) Install and configure interfaces in the production cloud environment.

- b) Demonstrate proper functionality of the interfaces to the customer (where possible without disrupting on-premises operation).
- c) Install and configure any on-premises services necessary to preserve the flow of data to and from third-party systems.
- d) Disable on-premise interfaces after the migration completes and when the Customer is ready to go-live.
- e) Enable cloud hosted interfaces after the migration completes and when the Customer is ready to go-live.

5.6.2.2 Customer Responsibilities

- a) Provide remote access to CentralSquare to inspect current interface configurations and make any necessary changes.
- b) Coordinate with Customer vendors for interface changes and updates as necessary in the move to cloud.
- c) Verify the proper functionality of the interfaces in the cloud and provide feedback within ten (10) business days.
- d) Work with CentralSquare personnel to identify network requirements for making third-party system endpoints available to the cloud-hosted interfaces.

5.6.3. ONESolution Standard Interfaces - On-Premise

For the interfaces that cannot be migrated to the cloud and must remain on-premise, CentralSquare will reconfigure the interfaces after the ONESolution Suite application migration completes such that it reads from or writes to the CentralSquare application in the cloud.

5.6.3.1 CentralSquare Responsibilities

- a) Reconfigure the on-premise interfaces after the application migration completes and when the Customer is ready to go-live.
- b) CentralSquare will enable access to the appropriate API in the cloud for the onpremise interface to access.
- c) Demonstrate proper functionality of the interfaces to the customer.

5.6.3.2 Customer Responsibilities

- a) Provide remote access to CentralSquare to inspect current interface configurations and make any necessary changes.
- b) Verify the proper functionality of the interfaces in the cloud.

5.7 Migration to Cloud – Other CentralSquare Integrations

5.7.1. Other CentralSquare Integrations - Overview

CentralSquare will handle the migration of the remaining CentralSquare integrations or "connectors" in the production cloud environment which includes:

- P2P
- P2C
- ONESolution MCT
- ONESolution MFR
- FTO (Field Training Online)

Note: This will be a joint responsibility, with both CST and the Customer making reasonable efforts to enable the network paths necessary. If the port cannot be opened, the connector will reside on-premise.

5.7.1.1 CentralSquare Responsibilities

- a) Open up the appropriate network pathways between the cloud environment for CAD/RMS/JMS/OSMCT/MFR/OpCenter and the cloud environment where P2P, P2C reside.
- b) Migrate the remaining CentralSquare integrations in the production cloud environment.
- c) Crime Analysis Plus will be configured to access an on-premise replicated copy of the database.

5.7.1.2 Customer Responsibilities

- a) Provide remote access to CentralSquare to inspect current integration configurations and make any necessary changes.
- b) Work with CentralSquare personnel to identify network requirements for making system endpoints available to the cloud-hosted environment.

6 SYSTEM AND SUBSYSTEM GO-LIVE

6.1 Overview

Go-Live of ONESolution Subsystems into the production environment is a highly orchestrated activity that will require resources from both Customer and CentralSquare teams. Go-Lives are conducted on consecutive weekdays (Monday - Friday).

CentralSquare and the Customer will work together to determine the appropriate time for go-live and downtime for the final synchronization prior to Go-Live.

- a) "Go-Live" is defined as "First use of a Solution or module of a Solution in a production environment." A separate Go-Live may take place with respect to each Subsystem and each Interface.
- b) "Go-Live" means "First use in a non-test bed environment."

Major Task	Description
Schedule	CentralSquare and Customer will conduct all associated go-live tasks as indicated in the approved Project Schedule, associated documents, and per
	the Agreement.
Pre-Requisite	CentralSquare project manager and Customer will ensure all end user
Go-Live Tasks	training has been completed, and that all go-live deliverables are completed.
	CentralSquare project manager will schedule and monitor internal and
	Customer-facing go-live readiness checks during team planning meetings.
	CentralSquare project manager and Customer project manager, along with key resources, will conduct separate planning meetings to draft/approve the go-live plan.
	The go-live plan provides details about the time period for the event,
	products involved, supportive roles and responsibilities, the overall timeline
	for the go-live, establishes meeting dates/times, the issue reporting and escalation processes, transition to support, and communications plan.
	. , , , , , , , , , , , , , , , , , , ,
Go-Live	CentralSquare and Customer will draft the CentralSquare Go-Live
Preparation	Authorization Letter.

The Go-Live Authorization Letter confirms system has been migrated and tested, and that Customer agrees to proceed with moving the system to live operation. It acknowledges sufficient user training has been completed, confirms software is functional for a live environment, and that none of the currently identified issues are critical to the go-live. It lists all Subsystems included for go-live and any exceptions that will not be included (if applicable). Date and time of the go-live is memorialized, along with assurance Customer's technical team and subject matter experts will be available 24 hours a day to support the ONESolution CAD go-live and standard business hours (8:00am – 5:00pm ET Monday - Friday) for ONESolution RMS and JMS unless otherwise noted in the Agreement. Customer is required to sign off on the Go-Live Authorization Letter.

The CentralSquare project manager will coordinate the completion of pre golive checklists at regular intervals in the weeks leading up to the go-live to ensure the system is ready. Both CentralSquare and Customer have responsibilities to complete the Checklists.

Go-Live

The system is brought into production per the go-live plan and Go-Live Authorization Letter and go-live support is provided by CentralSquare.

CentralSquare Go-Live Support Services:

ONESolution Remote Go-Live Support Services:

Three (3) days go-live support, eight (8) hours per day (8:00am - 4:00pm ET).

Days 1 - 3: CentralSquare will host a kickoff call for the go-live event and establish scheduled check in calls with the Customer throughout the remainder of the day to review any issues reported, concerns, etc. Each day will conclude with a final check-in call to review all issues and status.

During go-live, issues are reported and managed by CentralSquare with Customer's assistance. Upon cessation of go-live support by CentralSquare, issues are reported and managed by Customer.

Transition to Support and AM

At the conclusion of the go-live, the project is closed and transitioned into Maintenance and Support. This also begins the relationship between Customer and the Account Manager.

Post Go-Live Deliverables

If applicable, post go-live deliverables will be managed to completion of delivery by the CentralSquare project manager per the Agreement.

6.1.1. Cloud Go-Live

The cloud pre-production environment is ready for go-live once the Customer has completed a review of the system. This pre-production environment will become the production environment.

6.1.1.1 CentralSquare Responsibilities

- a) Coordinate with the Customer to identify a mutually agreed upon go-live date.
- b) One (1) day prior to go-live perform a backup of the on-premise environment and restore to the cloud environment.
- c) After the Customer has confirmed they are no longer using the on-premise environment (it will become read-only), perform a differential backup and restore the differential backup to the cloud environment.
- d) Bring cloud environment online.

6.1.1.2 Customer Responsibilities

- a) Coordinate with CentralSquare to identify a mutually agreed upon go-live date.
- b) Coordinate the internal user log out from the on-premise environment and notify CentralSquare when all users are logged out. At this time, neither environment will be available until the cloud production environment is live.
- c) Ensure all on-premise workstations meet the requirements of the production ONESolution CAD, RMS and JMS cloud versions.
- d) Manually apply any configuration changes to the cloud production environment if needed when environment is available.

6.1.2. CentralSquare Responsibilities

- a) Complete internal go-live readiness checks and interval team planning meetings.
- b) Prepare a go-live plan for delivery to Customer.
- c) Prepare a Go-Live Authorization Letter and deliver to Customer.
- d) Identify the participants for the go-live in accordance with the terms of the Agreement.
- e) Coordinate CentralSquare personnel in advance of the go-live date to complete final tasks as a part of the go-live preparations.
- f) Assist Customer in placing the system into production.
- g) Assist Customer staff in usage of the system as well as documenting, reporting, and researching issues.

h) Provide support during and after system go-live as specified within the Agreement.

6.1.3. Customer Responsibilities

- a) Complete end user training needed to support operation of Subsystems.
- b) Participate in review of the go-live Plan.
- c) Review and approve the Go-Live Authorization Letter no later than three (3) weeks prior to go-live.
- d) Complete prerequisite tasks as directed by CentralSquare.
- e) Place the software into production and begin operational use in accordance with the project schedule, go-live plan, and Go-Live Authorization Letter.
- f) Provide adequate persons for the supervision and assistance to end users during golive and beyond the participation of the CentralSquare staff.
- g) Provide IT support to cover all Customer end user and CentralSquare staff hours of operation.
- h) Develop a process for the identification of, research, reporting, and resolution of issues.

7 PROJECT CLOSURE

7.1 Overview

Project closure activities commence when all project deliverables have been completed. Support of systems and subsystems will be transitioned to CentralSquare's Support and monitored per the Support and Maintenance Agreements.

Major Task	Description
Post Go-Live Project	Once complete, CentralSquare project manager will provide TCR to Customer
Deliverables	for signoff of completed deliverables.
Final Audit	CentralSquare project manager will perform a final audit to ensure all
	Contractual obligations have been met. A final TCR will be provided to
	Customer to confirm the project is completed.
Final Transition	CentralSquare project manager performs final transition of Customer to
	Support who will become the primary conduit for entry, tracking, and
	resolution of system issues.
Project Closure	CentralSquare project manager performs administrative tasks to archive
	project documents and close the project.

7.1.1. CentralSquare Responsibilities

- a) Perform payment reconciliation, deliver final project TCRs which generate remaining invoices.
- b) Transition the CentralSquare point of contact from the project manager to Customer Support Department.
- c) Provide continued support based on terms of Agreement.

7.1.2. Customer Responsibilities

- a) Provide approval of final Project TCRs within five (5) business days.
- b) Process payment of final invoices.

8 Appendix A - Standard CentralSquare Interfaces

The scope of functionality for these Standard interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the capabilities of the external system being interfaced. Descriptions of each of the standard interfaces below is the basis for the scope of detailed requirements, described in the FDD. Any changes in the requirements documented and approved in the System FDDs are subject to Change Order.

Standard Interfaces

Standard Interfaces are included in the Contract and listed in this SOW. If not explicitly listed in the Contract, the interface will not be migrated and supported.

Standard Interface	Description
Interface Name	Standard E911 Interface
Interface Description	A one-way transfer and processing of data from the E911
	Controller of the phone system to CAD.
Vendor	Customer's Current Vendor
Subsystem	CAD
Direction	Import
Instances Contracted	Production
Required for Go-Live	Yes
Environment	Cloud

Standard Interface	Description
Interface Name	ONESolution Automated Secure Alarm Protocol Interface
	(ASAP)
Interface Description	CentralSquare provides your agency with the ability to receive
	new alarm events from Alarm Monitoring Central Stations,
	provide appropriate responses to an Alarm Monitoring Central
	Station (AMC) for the alarm events, and process accepted
	alarm events as new calls for service in the ONESolution CAD
	Open Calls window.
Vendor	TMA
Subsystem	CAD
Direction	Import
Instances Contracted	Production
Required for Go-Live	Post Go-Live Delivery – CAD must be live before this can be
	turned on.

Environment Cloud	
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Standard Interface	Description
Interface Name	ONESolution CAD to ONESolution CAD Interface
Interface Description	CentralSquare provides an interface that allows ONESolution
	CAD to communicate with multiple CAD systems. The interface
	supports both manual and automatic CAD event transfers,
	CAD event updates, transfer status notifications, first unit
	dispatched notification, and nature code translations.
Vendor	CentralSquare
Subsystem	CAD
Direction	Bidirectional
Instances Contracted	Production
Required for Go-Live	Yes
Environment	Cloud

Standard Interface	Description
Interface Name	Eventide Recorder Interface
Interface Description	This interface facilitates the transfer of data from the
	ONESolution Computer-Aided Dispatch (CAD) console when an
	E911 event is initiated in ONESolution CAD, CAD creates an
	XML export file containing CAD event data to the Eventide
	Recorder by generating XML files containing CAD event data.
Vendor	Eventide
Subsystem	CAD
Direction	Export
Instances Contracted	Production
Required for Go-Live	Yes
Environment	Cloud

Standard Interface	Description
Interface Name	ImageTrend CAD Export
Interface Description	The ImageTrend ePCR Export interface in ONESolution CAD is a
	one-way CAD event export of incident and unit response
	information. Export files are in XML format. Each export file
	represents a single CAD event. The export files are copied by
	CAD to a network directory location specified by the customer.
	The files are then imported by the ImageTrend ePCR
	application.
Vendor	ImageTrend

Subsystem	CAD
Direction	Export
Instances Contracted	Production
Required for Go-Live	Yes
Environment	Cloud

Standard Interface	Description
Interface Name	ProQA Paramount
Interface Description	Call taking protocol ONESolution CAD interfaces for Medical
	calls.
Vendor	ProQA
Subsystem	CAD
Direction	Bidirectional
Instances Contracted	Production
Required for Go-Live	Yes
Environment	Cloud

Standard Interface	Description
Interface Name	CAD Taser Interface
Interface Description	The ONESolution CAD TASER Digital Evidence Interface
	provides an export of CAD event data to the Axon TASER
	Evidence.com database.
	TASER uses the CAD data to add metadata to digital media
	stored on Evidence.com. The service exports CAD data at the
	time intervals specified by the customer. The service deposits
	the export file into a common network directory accessible to
	both CAD and TASER. TASER is responsible for detecting,
	processing, and deleting exported files.
Vendor	Axon
Subsystem	CAD
Direction	Export
Instances Contracted	Production
Required for Go-Live	Yes
Environment	Cloud

Standard Interface	Description
Interface Name	PageGate
Interface Description	This interface for the CAD Paging Module supports
	connectivity with PageGate, which supports multiple paging
	service providers.

Vendor	NotePage
Subsystem	CAD
Direction	Export
Instances Contracted	Production
Required for Go-Live	Yes
Environment	Cloud

Standard Interface	Description
Interface Name	RapidSOS Alerts Integration
Interface Description	CentralSquare provides an interface between ONESolution
	Computer Aided Dispatch (CAD) and RapidSOS to access
	advanced caller location information. Search results appear in
	the RapidSOS Portal web page and are not consumed by CAD.
	The system administrator can enable the interface for each
	CAD console, so the RapidSOS Portal functionality is limited to
	dispatch and call taker consoles.
Vendor	RapidSOS
Subsystem	CAD
Direction	Export
Instances Contracted	Production
Required for Go-Live	Yes
Environment	Cloud

Standard Interface	Description
Interface Name	Incode Court to RMS Interface
Interface Description	A one-way interface for electronic Citation transfers
Vendor	Incode
Subsystem	RMS
Direction	Import
Instances Contracted	Production
Required for Go-Live	Yes
Environment	Cloud

Standard Interface	Description
Interface Name	Incode Courts System Interface
Interface Description	A one-way interface for electronic Citation transfers
Vendor	Incode
Subsystem	RMS
Direction	Export
Instances Contracted	Production

Required for Go-Live	Yes
Environment	Cloud

Standard Interface	Description
Interface Name	NaviLine Courts Citation Import
Interface Description	A one-way citation interface for ONESolution RMS which will
	allow customers to import citations from NaviLine Courts into
	ONESolution RMS using the CourtTrans application.
Vendor	NaviLine
Subsystem	RMS
Direction	Import
Instances Contracted	Production
Required for Go-Live	Yes
Environment	Cloud

Standard Interface	Description
Interface Name	US Digital Designs Communications Gateway
Interface Description	The ONESolution CAD application allows your agency to
	interface with the US Digital Designs
	Communications Gateway. This interface allows dispatchers to
	send event and unit information to
	the US Digital Designs Communications Gateway from several
	locations in ONESolution CAD.
Vendor	US Digital Designs
Subsystem	CAD
Direction	Export
Instances Contracted	Production
Required for Go-Live	Yes
Environment	Cloud

9 Appendix D - Message Switch

The ONESolution Message Switch is a component of the Central Square ONESolution Suite. The main purpose of the Message Switch is to route messages between ONESolution applications and handles communication to National (NCIC) State (NLETS) and regional databases through State Interfaces. The Message Switch is administered through the Switch Management System (SMS). Units, (devices) User accounts, and State credentials, such as ORI, Mnemonics, TID, CDC. SMS also administers port communications, line statuses, and historical logging of messages for audit purposes.

A Message Switch Subscriber is equivalent to a data source such as ONESolution CAD, ONESolution RMS, ONESolution MCT, ONESolution Freedom.

Message Switch Subscribers use Transactions to query the data source.

Message Switch Transactions are initiated from masks or forms that are available in CAD, RMS, MCT and Freedom. Once the Message Switch receives these queries it will forward to the State subsystem for information. The State sub-system will forward to external systems downstream, for example DMV, NCIC, NLETS, III, and internal systems like CAD and RMS.

These queries are submitted directly from the Message Switch or from the ONESolution StateConnect Interface.

Other transactions are messages sent to and from users, groups, and consoles from a Message Switch Subscriber

Query Category	Message Key	Transaction Form Name
Driver Registration	DQ	Driver Inquiry by OLN or by Name & DOB
Wanted Persons	QW	Wanted Persons Inquiry by Name & DOB / and other
Vehicles Registration / Stolen	RQ / QV	Vehicle Inquiry by LIC or VIN
Articles / Property	QA	Stolen Articles by Serial Number or other
Gun / Weapons	QG	Stolen Gun by Serial Number or other
Boat / Registration / Stolen	BQ / QB	Boat Inquiry by Registration or Hull or other
Criminal History	QH /FQ	Criminal History Inquiry by Name & DOB, Sex, and others
Rap Sheet	QR /IQ	Rap Sheet Inquiry by FBI or SID and others
Administrative Message	AM	Admin Message

Burleson Police, TX

Snowmobile	SQ	Snowmobile Inquiry by Registration or VIN
Aircraft	GQ	Aircraft inquiry by Registration or Serial Number
Canadian Driver & Wanted	WQ/UQ	Canadian Driver Inquiry by Name /DOB / OLN
Canadian Vehicle & Stolen	XQ/VQ	Canadian Vehicle Inquiry by LIC
Concealed Weapons Permit	CQ	

^{**}Some states use different Message Keys for in state transactions. Forms and transactions may vary.

Additionally, ONESolution does offer in some states the ability to Add, Modify, Cancel, Clear, Locate.

10 Appendix F - On-Premise Reporting Server

In cloud ONESolution CAD, RMS and JMS deployments the Customer has the option to purchase an onpremise reporting server. This will be a replica of the database for reporting purposes from the cloud environment to the on-premise environment.

The Customer will maintain the on-premise reporting server Hardware, operating system, and SQL Instance.

CentralSquare and the Customer will coordinate on any SQL Server patches and upgrades with the goal of ensuring SQL versions in the cloud and on-premise are compatible for replication.

The replicated database is a read-only replica which is subject to complete refresh on occasion, and it will not be possible to add customized Tables, Views, Stored Procedures, Indexes, or other database objects. If desired a separate database, or separate SQL Instance with a database can be deployed and linked to the replicated database. The joined database can contain custom Tables, Views, Stored Procedures, Indexes, or other database objects.

The Customer will control Instance level object such as Jobs or Maintenance plans and will control the Logins and User Access Control to the replicated database and will be fully responsible for CJIS policy with regard to the replicated data on the server.

11 Appendix J - CentralSquare Connectivity to Enterprise On-Premise systems

Policy

Customer Managed On-Premise Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises Customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enables Customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

EXHIBIT 6

Using/Accessing Agency Guidelines

The following agencies are authorized to use the Customer's system in the quantities specified in Exhibit 1. Customer acknowledges and agrees to be responsible for these authorized agencies use of the System and to bind each authorized agency to all terms of the Agreement as reasonably applicable. In the event of breach, or threatened breach of the provisions of the Agreement, Supplier has no adequate contractual remedy with the Authorized agencies and accordingly shall be entitled to pursue remedy direct from the Customer. The Customer shall be the point of contact for each of these authorized agencies in the event that support services are required or requested by said authorized agency. Customer agrees to be responsible for all payment obligations incurred by any authorized agency inclusive of support and any additional purchases under the Change Order/Amendment processes as described in the Agreement.

Accessing Agencies

EXHIBIT 7

Service Level Commitments

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. Service Level Commitments

- A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.99%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. Calculation. Service availability for a given month shall be calculated using the following calculation:
 - I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability in the relevant Service period	Percentage reduction in monthly fee for the subsequent service period
Less than 99.99% but greater than or equal to 99.9%	1%
Less than 99.9% but greater than or equal to 99.5%	5%
Less than 99.5%	10%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.
- Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services
 interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's
 control. Such factors may include, but are not limited to:
 - A. <u>Internet Access</u>. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;
 - B. <u>Customer's Internal Network Issues</u>. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

- C. <u>Third-Party Acts</u>. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;
- D. <u>Gross Negligence or Willful Misconduct</u>. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,
- E. <u>Force Majeure</u>. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.
- 3. <u>Server Performance & Capacity.</u> The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
- 4. <u>Releases.</u> Customer agrees keep the software up-to-date with the cloud release cycle as determined by centralsquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the centralsquare deems necessary.
- 5. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

Exhibit 8

City of Burleson Addendum to Vendor's Contract Additional Provisions

Vendor Name: CentralSquare Technologies, LLC

Vendor Address: 1000 Business Center Drive, Lake Mary, FL 32746

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

- Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - 1. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
- x. Requiring City to provide warranties.
- xi. Obligating City to indemnify, defend or hold harmless any party.
- xii. Granting a security interest in City's property or placing a lien on City's property.
- Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make
 payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make
 payment on a properly prepared and submitted invoice within thirty
 (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
- 3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
- 4. <u>Tax Exempt Status.</u> As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
- 5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
- 6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
- 7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 8. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
- 9. <u>Savings Clause.</u> If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
- 10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
- 11. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12. <u>Vendor Certification Regarding Business With Certain Countries And Organizations.</u> Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 13. <u>Relationship of the Parties.</u> The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

- 14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
- 15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
- 16. <u>Conflict.</u> In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
- 17. <u>Counterparts; PDF Signatures</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:	For the Mandor: Central Square Technologies, LLC Kondd ludwyson By:
By:	
Name:	Ronald Anderson Name:
Title:	Title: Chief Revenue Officer
Date:	6/11/2025 Date:



City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony D. McIlwain, Development Services Director

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a reimbursement agreement for the Chisholm Summit Public Improvement District (PID). (Staff Contact: Tony McIlwain, Development Services Director)

SUMMARY:

On April 7, 2025, City Council approved a resolution accepting the petition for the Chisholm Summit Public Improvement District (PID), finding that it meets the requirements of Chapter 372 of the Texas Local Government Code and the City's Public Improvement District Policy. On May 5, 2025, following a public hearing, City Council approved the creation of the PID. A reimbursement agreement is being requested at this time to preserve the developer's rights prior to construction of PID authorized improvements and dedication of infrastructure. The authorized PID eligible expenses include both major improvements (e.g. thoroughfare road, water trunk line) and internal improvements (e.g. parks, trails, etc.).

RECOMMENDATION:

Staff recommends approval of the reimbursement agreement for the Chisholm Summit Public Improvement District (PID).

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

<u>April 7, 2025:</u> City Council approved a resolution accepting the petition for the Chisholm Summit Public Improvement District (PID).

<u>May 5, 2025</u>: City Council held a public hearing and approved the Chisholm Summit Public Improvement District (PID).

REFERENCE:

CSO# 5801-05-2025

FISCAL IMPACT:

Proposed Expenditure/Revenue: n/a

Account Number(s): n/a

Fund: n/a

Account Description: n/a

STAFF CONTACT:

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



Chisholm Summit Public Improvement District (PID) Reimbursement Agreement

CITY COUNCIL

JUNE 16, 2025

Chisholm Summit Reimbursement Agreement

- A Public Improvement District (PID) is a defined geographical area established to provide specific types of improvements or maintenance which are financed by assessing property owners within the area.
- On April 7, 2025, City Council approved a resolution accepting the petition for the Chisholm Summit Public Improvement District (PID), finding that it meets the requirements of Chapter 372 of the Texas Local Government Code and the City's Public Improvement District Policy.
- On May 5, 2025, following a public hearing, City Council approved the creation of the PID.
- A reimbursement agreement is being requested at this time to preserve the developer's rights prior to construction of PID authorized improvements and dedication of infrastructure.

PID Authorized Improvements

There are two categories of Authorized Improvements:

Major Improvements

- Capital projects that enhance public infrastructure and amenities (ex: thoroughfare road, water trunk line)
- Proportionate share split between each improvement area in the PID

Internal Improvements

- Infrastructure and amenities built within a private development but funded through the PID assessment (ex: parks, trails, utilities to each lot)
- Assessments will only pay for public authorized improvements
- Unique cost specific to each improvement area

Recommendation

 Staff recommends approval of the reimbursement agreement for the Chisholm Summit Public Improvement District (PID).

REIMBURSEMENT AGREEMENT Chisholm Summit Public Improvement District

This Reimbursement Agreement (this "<u>Agreement</u>") is entered into by R.A. Development Ltd., a Texas limited partnership (the "<u>Developer</u>"), and the City of Burleson, Texas, a home rule municipality in Johnson County, Texas (the "<u>City</u>"), effective as of June 16, 2025 (the "<u>Effective Date</u>") in relation to the Chisholm Summit Public Improvement District (the "<u>PID</u>"), created pursuant to Chapter 372, Texas Local Government Code, as amended (the "Act"). The Developer and the City are individually referred to herein as a "<u>Party</u>" and collectively as the "<u>Parties.</u>"

SECTION 1. RECITALS

WHEREAS, on May 5, 2025, the City Council passed and approved the PID Creation Resolution, as defined in Section 2, authorizing the creation of the PID pursuant to the authority of the Act, covering approximately 807.491 acres within the City's municipal boundaries and extraterritorial jurisdiction, which land is described in the PID Creation Resolution; and

WHEREAS, the PID is being developed in phases or improvement areas, and special assessments for each improvement area will be levied against the Assessed Parcels, as defined in Section 2, within such improvement area to pay the costs of PID Projects, as defined in Section 2, that confer a special benefit on the Assessed Parcels within such phase; and

WHEREAS, prior to the issuance of PID Bonds, as defined in Section 2, the Developer has paid and may continue to pay for the Actual Costs, as defined in Section 2, of the PID Projects benefitting the property within the PID; and

WHEREAS, the PID Projects will be transferred to the City and Johnson County Special Utility District ("<u>JCSUD</u>"), as applicable in accordance with an interlocal agreement expected to be entered into between the City and JCSUD; and

WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the PID Act; and

WHEREAS, the recitals are true and correct and are part of this Agreement for all purposes and each Party has relied upon such recitals in entering into this Agreement; and

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth herein, the Parties agree as follows:

SECTION 2. DEFINITIONS

Certain terms used in this Agreement are defined in this <u>Section 2</u>. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means Chapter 372, Texas Local Government Code, as amended.

"Actual Cost(s)" means with respect to PID Projects, the actual costs paid or incurred by or on behalf of the Developer, including: (1) the costs incurred by the Developer, or on behalf of the Developer (either directly or through affiliates) or the City for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such PID Projects; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such PID Projects; (3) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the PID Projects; (5) all related permitting, and public approval expenses, architectural, engineering, legal and consulting fees, and governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities.

"Annual Collection Costs" means the actual or budgeted costs and expenses related to the operation of the PID, including, but not limited to, costs and expenses for: (1) City staff, including any third-party PID administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and annual service plan updates; (5) paying and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan, the Act, and any Bond Indenture, with respect to the PID Bonds, including the City's continuing disclosure and arbitrage rebate requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment, as calculated by the PID administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) additional interest related to PID Bonds, if applicable, as may be further defined in the SAP.

"Assessed Parcel(s)" means any parcel within the PID against which an Assessment is levied.

"Assessment(s)" means an assessment levied against Assessed Parcels pursuant to the provisions of the Act for payment of PID Project Costs, including the payment of PID Bonds, Annual Collection Costs, interest on PID Bonds and Assessments, and obligations under this Agreement, as may be further defined in the SAP.

"Assessment Ordinance" means the ordinance(s) adopted by the City Council levying Assessments on an Assessed Parcel within the PID to pay PID Project Costs, PID Bonds, administrative costs of the PID, interest on PID Bonds and Assessments, and obligations under this Agreement, as may be further defined in the SAP.

"<u>Assessment Revenues</u>" means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments, and Foreclosure Proceeds, as may be

further defined in the SAP.

"Assessment Roll" means any assessment roll for the Assessed Parcels within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or any annual service plan update, as may be further defined in the SAP.

"Bond Indenture" means the indenture of trust pursuant to which a series of PID Bonds are issued.

"Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited into the PID Project Fund under the Bond Indenture and made available to pay PID Project Costs including costs of issuance of the PID Bonds and design, engineering, construction and inspection costs in accordance with this Agreement and any Bond Indenture or SAP.

"Budgeted Cost" means the estimated cost for a PID Project as provided for in the SAP.

"Certificate for Payment" means a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and the City Representative) executed by a representative of the Developer and approved by the City Representative, delivered to the City Representative, specifying the work performed and the amount charged (including materials and labor costs) for PID Project Costs, and requesting payment of such amount from the appropriate account or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the PID Projects covered by the certificate have been inspected by the City.

"City Council" means the governing body of the City.

"<u>City Representative</u>" means the person authorized by the City Council to undertake the actions referenced herein.

"Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties and the trustee named in the applicable Bond Indenture.

"Default" is defined in Section 4.6.1.

"<u>Delinquent Collection Costs</u>" means costs related to the foreclosure on an Assessed Parcel and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the SAP, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest, as may be further defined in the SAP.

"Developer Advances" mean advances made by the Developer to pay PID Project Costs.

"<u>Developer Continuing Disclosure Agreement</u>" means the Continuing Disclosure Agreement of the Developer executed contemporaneously with the issuance and sale of a series of PID Bonds.

"Failure" is defined in Section 4.6.1.

"Final Completion" means completion of a PID Project in compliance with existing City standards under the City's ordinances.

"<u>Foreclosure Proceeds</u>" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Improvement Area" means a specifically defined and designated portion of the PID that is developed as a separate phase. Each Improvement Area shall be identified in the SAP.

"JCSUD" means the Johnson County Special Utility District.

"Maturity Date" with respect to any Improvement Area, is the date one year after the final scheduled and non-delinquent Annual Installment for an Assessment in the Improvement Area is collected.

"PID" means the Chisholm Summit Public Improvement District created by the PID Creation Resolution.

"<u>PID Bonds</u>" means the bonds issued pursuant to the provisions of the Act in one or more series to fund PID Project Costs or to reimburse the Developer for PID Project Costs.

"PID Creation Resolution" means Resolution CSO#5801-05-2025 passed and approved by the City Council on May 5, 2025, authorizing the creation of the PID.

"<u>PID Pledged Revenue Fund</u>" means the Pledged Revenue Fund, as defined in a Bond Indenture, established or to be established by the City (and segregated from all other funds of the City) into which the City deposits Assessment Revenue securing the applicable series of PID Bonds issued and still outstanding, as described in the Bond Indenture.

"<u>PID Project Fund</u>" means the Project Fund, as defined in a Bond Indenture, including all accounts and subaccounts created within such fund, established or to be established by the City (and segregated from all other funds of the City) into which the City deposits Bond Proceeds of the applicable series of PID Bonds in the amounts and as described in the Bond Indenture.

"<u>PID Reimbursement Fund</u>" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue if not deposited into the PID Pledged Revenue Fund.

"<u>PID Projects</u>" means the public improvements or services authorized by Section 372.003 of the Act to be constructed or acquired by or on behalf of the Developer within the PID and described and defined in the SAP, whether the SAP defines such public improvements or services as PID Projects or utilizes another term.

"PID Project Costs" mean the Actual Costs of the PID Projects.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

"<u>Plans</u>" means the plans, specifications, schedules, and related construction contracts for the PID Projects approved pursuant to the applicable standards, ordinances, procedures, policies, and directives of the City, and other applicable agreement between the Parties related to the property in the PID.

"Reimbursement Agreement Balance" is defined herein.

"Reimbursement Agreement Balance Certificate" means a certificate (substantially in the form of Exhibit C or as otherwise approved by the Developer and the City Representative) acknowledged and agreed to by the Parties at the time each Certificate for Payment is approved by the City or at the time each payment is made to the Developer from the PID Project Fund or PID Reimbursement Fund, as set forth in Section 3.3 herein, in order to keep an accounting of the Reimbursement Agreement Balance for each Improvement Area.

"Service and Assessment Plan" or "SAP" means the service and assessment plan and any updates thereto approved by the City Council, prepared in relation to the property within the PID.

"Trustee" is defined herein.

<u>SECTION 3.</u> FUNDING PROJECT COSTS

3.1 Fund Deposits.

3.1.1 Unless and until PID Bonds are issued for an Improvement Area, the City shall bill, collect, and immediately deposit all Assessment Revenue from an Improvement Area into a separate account for the Improvement Area in the PID Reimbursement Fund, which PID Reimbursement Fund is hereby created and established as a fund under this Agreement and which fund shall be held by the City and separate and apart from all other City funds and accounts. After the issuance and delivery of PID Bonds for the PID Projects for an Improvement Area, the City shall bill, collect, and immediately deposit all Assessment Revenue in the manner set forth in the applicable Bond Indenture. The City shall also deposit Bond Proceeds in the manner set forth in the applicable Bond Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as the City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Bond Indenture. Funds in the PID Reimbursement Fund shall only be used to pay all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement.

3.1.2 The City hereby confirms, covenants, and agrees that for so long as amounts are due to the Developer under this Agreement and/or for so long as PID Bonds are outstanding, that the City will do the following in the manner and to the maximum extent permitted by applicable law, subject to any conflicting provisions in any Bond Indenture: (a) take and pursue

all reasonable actions necessary to cause the Assessments to be collected; (b) take and pursue all reasonable actions necessary to cause the liens related to the Assessments to be enforced continuously, including diligently prosecuting an action in district court to foreclose for delinquent or nonpayment of Assessments, including Annual Installments; and (c) take and pursue all reasonable actions necessary to cause no reduction, abatement or exemption of the Assessments. Notwithstanding the foregoing, the City shall not be required under any circumstances to (a) establish per annum interest rates on Assessments higher than the per annum interest rate(s) under this Agreement on the unpaid principal balance of the Reimbursement Agreement Balance for the applicable Improvement Area, or (b) purchase or make payment for the purchase of the delinquent Assessments or the corresponding Assessed Parcel. The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds for such purpose on deposit in the applicable account of the PID Reimbursement Fund. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue and, as a result, is unable to make transfers from the PID Reimbursement Fund for payments to the Developer as required under this Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Agreement. A Bond Indenture shall control in the event of any conflicts with this Agreement.

3.2 Payment of PID Project Costs.

- 3.2.1 The Developer shall make Developer Advances to pay all PID Project Costs for an Improvement Area prior to the issuance of PID Bonds to reimburse the Developer for any such Developer Advances.
- 3.2.2 Bond Proceeds (i) may be used to reimburse the Developer for Developer Advances for PID Project Costs and (ii) shall be used in the manner provided in the applicable Bond Indenture.
- 3.2.3 As evidence of Developer Advances required in connection with the issuance of a series of PID Bonds, the Developer shall submit to the City for approval all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) business days prior to the closing of the PID Bonds. The lack of Bond Proceeds or other funds in the PID Project Fund for an Improvement Area or in the PID Reimbursement Fund shall not diminish the obligation of the Developer to pay all PID Project Costs for such Improvement Area.

3.3 Payment of Reimbursement Agreement Balance.

3.3.1 Unless and until PID Bonds are issued, the City agrees to pay the Developer solely from funds on deposit in the applicable account in the PID Reimbursement Fund, and the Developer shall be entitled to receive payments from the City, from such source for amounts shown on the Certificate for Payment for an Improvement Area (which amounts include only PID Project Costs paid by or at the direction of the Developer) (any unpaid amount owed the Developer for all Certificates of Payment is referred to as the "Reimbursement Agreement Balance" for each Improvement Area), which amount shall not exceed the aggregate amount of Assessments levied within the applicable Improvement Area. The Developer shall submit a Certificate for Payment

for all PID Project Costs for an Improvement Area upon Final Completion of all such PID Project Costs. Upon the issuance of PID Bonds, the City agrees to pay the Developer first from funds on deposit in the applicable PID Project Fund and then from funds on deposit in the applicable account in the PID Reimbursement Fund, if any. Notwithstanding anything in this Agreement to the contrary, the maximum amount that the Developer may be reimbursed under this Agreement for any Improvement Area shall be equal to the amount of Bond Proceeds on deposit in the applicable PID Project Fund plus amounts in the applicable account in the PID Reimbursement Fund, if any, plus simple interest on the unpaid principal balance of the Reimbursement Agreement Balance for an Improvement Area at a rate not to exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the Act, as further identified in the SAP, or if PID Bonds are issued for an Improvement Area, then the interest rate on such PID Bonds; provided, however, that the interest rate for the unpaid balance of any Reimbursement Agreement Balance as set forth in this paragraph shall not exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the Act. Interest on the unpaid principal balance of the Reimbursement Agreement Balance for an Improvement Area shall begin to accrue on the date that all PID Projects in or benefitting the Improvement Area have reached Final Completion, and (i) the City or JCSUD, as applicable, has accepted all completed PID Projects for the Improvement Area by recording of the final plat in association with which the applicable PID Projects were constructed, or (ii) if such PID Projects are not constructed in association with development of an Improvement Area within the boundaries of a specific recorded final plat for the Improvement Area, either (y) the City Engineer or other authorized City or JCSUD representative provides written notice to the Developer of acceptance for City or JCSUD ownership and maintenance of the completed PID Projects for the Improvement Area, or (z) the document conveying to City or JCSUD an easement in which such PID Project is located is recorded.

Within thirty (30) days after each Certificate for Payment is approved by the City or any payment is made to the Developer from the PID Reimbursement Fund or PID Project Fund, the Parties agree to use best efforts in completing and executing a "Reimbursement Agreement Balance Certificate" (substantially in the form of attached hereto as Exhibit C), in order to keep an accounting of the Reimbursement Agreement Balance for each Improvement Area. The failure of the Parties to executed such certificate shall not constitute a "Failure" or result in a "Default" by the Parties.

3.3.2 The obligation of the City to pay the Reimbursement Agreement Balance for an Improvement Area is payable solely from the applicable account in the PID Reimbursement Fund or from Bond Proceeds on deposit in the applicable PID Project Fund. No other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Agreement Balance for an Improvement Area is not paid in full by the Maturity Date. Payments from the PID Reimbursement Fund shall be applied in accordance with this Agreement. Each payment from an account in the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance for an Improvement Area as of the date of the payment and that itemizes all deposits to and disbursements from the account since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made.

3.4 <u>PID Bonds.</u> The City, in its sole, legislative discretion, may issue PID Bonds, in

one or more series, when and if the City Council determines it is financially feasible for the purposes of paying all or a portion of the Reimbursement Agreement Balance for an Improvement Area. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Bond Indenture. Upon the issuance of a series of PID Bonds for such purpose, the Developer's right to receive payments each year in accordance herewith shall be subordinate to the deposits required under the applicable Bond Indenture related to any outstanding PID Bonds. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. The Developer has a duty to construct related PID Projects and shall not be relieved of such duty even if it is anticipated that there will be insufficient funds in a PID Project Fund to pay PID Project Costs for an Improvement Area. The issuance of PID Bonds is a discretionary action by the City Council and is further conditioned upon the adequacy of the bond security and other applicable conditions.

3.5 <u>Disbursements and Transfers at and after Bond Closing.</u>

3.5.1 If PID Bonds are issued, and upon the presentation of the Certificate for Payment and Closing Disbursement Request for the Improvement Area and approval of each by the City, the City will cause the Trustee under the Bond Indenture to pay from the Bond Proceeds at closing of the PID Bonds approved amounts from the appropriate account to the City, the Developer, or their designees, as applicable. In order to receive such a disbursement, the Developer shall execute a Closing Disbursement Request substantially in the form attached hereto as Exhibit B to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the Bond Indenture. In order to receive disbursements from the applicable fund under the Bond Indenture, if PID Bonds are issued, or from the PID Reimbursement Fund, the Developer shall execute a Certificate for Payment upon Final Completion of all PID Projects for the applicable Improvement Area (and no less than sixty (60) days prior to City Council authorization of PID Bonds, if PID Bonds are being issued) to be delivered to the City for payment in accordance with the provisions of the Bond Indenture, if applicable, and/or this Agreement.

3.5.2 Upon receipt of a Certificate for Payment (along with all accompanying documentation reasonably required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor with the terms of this Agreement and any other agreement between the Parties related to property in the PID, and to verify and approve PID Project Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within fifteen (15) business days following receipt of any Certificate for Payment, the City shall either: (a) approve the Certificate for Payment and (i) forward it to the trustee designated under the Bond Indenture (the "Trustee") for payment or (ii) pay such amount from the PID Reimbursement Fund; or, (b) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying in detail the basis for any such disapproval. If the City timely disapproves the Certificate for Payment by delivering a detailed notice to the Developer, then payment with respect to the disputed portion(s) of the Certificate for Payment shall not be made until the Developer and the City settle the dispute. The Parties agree to meet promptly and resolve the dispute within sixty (60) days from the date of the initial submittal of the Certificate for Payment. If PID Bonds are issued, the City shall deliver the approved or partially approved Certificate for Payment to the Trustee for payment, and the Trustee shall make the disbursements as soon as practicable thereafter.

- 3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than the applicable account in the PID Reimbursement Fund or the applicable PID Project Fund. Unless approved by the City at its sole discretion, no other City funds, revenues, taxes, or income of any kind other than the funds on deposit in the applicable account in the PID Reimbursement Fund or the applicable PID Project Fund shall be used to pay: (a) the PID Project Costs; (b) the Reimbursement Agreement Balance for an Improvement Area, even if the applicable Reimbursement Agreement Balance is not paid in-full on or before the Maturity Date; or (c) debt service on any applicable PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants, or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.
- 3.7 Obligation to Pay. If the Developer is then in current compliance with its obligations under the Developer Continuing Disclosure Agreement if applicable, and this Agreement, and is not delinquent in payment of the Assessments and paying property taxes, then following the inspection and approval of all PID Projects of an Improvement Area for which the Developer seeks reimbursement of the PID Project Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in any Closing Disbursement Request or in any Certificate for Payment are unconditional and not subject to any defenses or rights of offset except as may be provided in any Bond Indenture.
- Construction of PID Projects. All PID Projects shall be constructed by or at the direction of the Developer in accordance with the Plans, applicable City and JCSUD ordinances and regulations, this Agreement and any other applicable agreement between the Parties related to property in the PID. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of PID Projects in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all PID Projects are constructed in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall, at all time, employ adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of all PID Projects to be acquired and accepted by the City or JCSUD from the Developer. If any PID Projects are or will be on land

owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance by the City) thereof. Inspection and acceptance of PID Projects will be in accordance with applicable City and JCSUD ordinances and regulations.

- 3.9 Security for PID Projects. Prior to the completion, acceptance, and conveyance to the City or JCSUD of any PID Project, the Developer shall provide or cause to be provided "bills paid" affidavits, with unconditional lien waivers and releases from each contactor, subcontract, materialman, and supplier performing work or claiming to have performed work on the PID Project, and the Developer shall provide or cause to be provided a maintenance bond relating to the PID Projects, which maintenance bond shall be for a term of two (2) years from the date of final acceptance of the applicable PID Project. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the PID Projects to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the PID Projects is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed one hundred percent (100%) of the disputed amount.
- Ownership and Transfer of PID Projects. All PID Projects shall be owned by the City or JCSUD upon acceptance of them by the City or JCSUD, as applicable. The Developer shall take any action reasonably required by the City and JCSUD to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the PID Projects to the City and JCSUD for public use. The Developer shall convey or otherwise dedicate the PID Projects to the City and JCSUD by deed, plat, or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrance, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived by the City. The Developer may also convey or otherwise dedicate the PID Projects to the City by plat or other instrument on behalf of or benefiting the City. For any land transferred to the City as a PID Project, the Developer shall furnish to the City a preliminary title report for such land, prior to the City accepting the PID Project and prior the City providing any reimbursement to the Developer. The report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the common use and enjoyment subscribed to such PID Projects. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable land until the Developer has cured the objections to the reasonable satisfaction of the City. The Developer shall also assign, in writing, all of its contractors' and materialmen's warranties relating to the PID Projects. All documents or instruments of conveyance, transfer, or assignment hereunder shall be in a form and content acceptable to the City's attorneys. The Developer, at the time of reimbursement by the City, shall deliver to the City a release of all liens upon the bonded

PID Projects securing the costs of construction of the bonded PID Projects advanced by a third-party lender. Any conveyance or dedication of PID Projects to the City by plat shall not be considered effective until the City has provided a letter of acceptance for such PID Projects. Any conveyance or dedication of PID Projects to the City by deed, plat, or similar instrument shall not be considered effective until such deed, plat, or other instrument is recorded in the property records of Johnson County.

- 3.11 Correction of Defects. Prior to the conveyance or dedication of the PID Projects to the City, the Developer shall correct or cause the correction of any existing engineering or construction defects then existing in the PID Projects or for satisfaction of any unpaid claim for materials or labor. The City shall be under no obligation to contest or challenge any claim for labor or materials; provided, however, that in the event the Developer fails to promptly correct any such defect or satisfy any such claim, the City may elect to do so and, in such event, shall have full rights of subrogation. Subject to any applicable statutes of limitation, the Developer shall pay the City for the City's costs in satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs. After conveyance of the PID Projects to the City, the City shall look solely to the maintenance bond provided by the Developer pursuant to Section 3.09 of this Agreement to correct any defect in the PID Projects.
- 3.12 <u>Survival or Representations</u>. All representations, warranties and agreements of the City and the Developer hereunder shall survive the conveyance of the PID Projects to the City.
- 3.13 <u>Improvement Area Reimbursement Agreements</u>. The Developer and the City may enter into one or more reimbursement agreements for a particular Improvement Area to establish the terms by which Developer may obtain reimbursements for PID Project Costs for the Improvement Area through the Bond Proceeds or Assessments, in which case any such reimbursement agreement shall control over this Agreement, and this Agreement shall have no effect with respect thereto.

<u>SECTION 4.</u> ADDITIONAL PROVISIONS

- 4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of: (i) the last Maturity Date relating to any Improvement Area, (ii) the date on which the Reimbursement Agreement Balance for all Improvement Areas is paid in full, or (iii) the date on which all PID Bonds are fully retired. This Agreement shall terminate with respect to any particular Improvement Area upon the earlier to occur of: (i) the Maturity Date for that Improvement Area, (ii) the date on which the Reimbursement Agreement Balance for the Improvement Area is paid in full, or (iii) the date on which all PID Bonds for the Improvement Area are fully retired. Upon termination of this Agreement with respect to an Improvement Area, the amount of the Reimbursement Agreement Balance for that Improvement Area that has not been paid, plus the accrued and unpaid interest thereon (collectively, the "Unpaid Balance") shall be canceled and for all purposes of this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable.
 - 4.2 <u>No Competitive Bidding</u>. Construction of the PID Projects shall not require

competitive bidding pursuant to Section 252.022(a)(9), Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to the Developer selecting the contractor.

- 4.3 <u>Independent Contractor.</u> The PID Projects shall be constructed in a good and workmanlike manner and all material used in such construction shall be fit for their intended purpose. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.
- 4.4 <u>Audit.</u> The City Representative shall have the right, during normal business hours and upon three (3) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the PID Projects. For a period of two (2) years after completion of the PID Projects, books shall be maintained in accordance with customary real estate accounting principles.
- 4.5 <u>Record Drawings</u>. Upon completion of construction of the PID Projects, the Developer shall provide the City will final record drawings of the PID Projects approved by the City Engineer.

4.5 Representations and Warranties.

- 4.5.1 The Developer represents and warrants to the City that: (a) the Developer has the authority to enter into and perform its obligations under this Agreement; (b) the Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (c) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (d) this Agreement is binding upon the Developer in accordance with its terms; (e) the Developer is current on all taxes, assessments, fees and obligations to the City; (f) the Developer is not in default under any other agreement with the City related to the PID; and (g) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.
- 4.5.2 The City represents and warrants to the Developer that: (a) the City has the authority to enter into and perform its obligations under this Agreement; (b) the person executing this Agreement on behalf of the City has been duly authorized to do so; (c) this Agreement is binding upon the City in accordance with its terms; and (d) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.6 Default/Remedies.

4.6.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "<u>Failure</u>") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "<u>Default.</u>" If a Failure is monetary, the non-performing Party shall have ten (10) business days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

However, if the non-monetary Failure is of such a nature that it cannot reasonably be expected to be cured within thirty (30) days, then the Party who failed to perform shall have such time as is necessary to cure the default, so long as the failing Party commences the cure within thirty (30) days and diligently pursues such cure to completion.

- 4.6.2 If the Developer is in Default, the City shall have available all remedies at law or in equity; provided, however, no default by the Developer shall entitle the City to terminate this Agreement, cease collection of the Assessments and deposit of the Assessment Revenues, or to withhold properly due payments to the Developer from the PID Reimbursement Fund or the PID Project Fund in accordance with this Agreement and the Bond Indenture or on deposit in the PID Reimbursement Fund.
- 4.6.3 Subject to Section 3.7, if the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, that no Default by the City shall entitle the Developer to terminate this Agreement and that any financial obligation of the City will only be payable from Assessments Revenues collected for the payment of Annual Collection Costs and Delinquent Collection Costs. Any amounts or remedies due pursuant to this Agreement are not subject to acceleration.
- 4.7 <u>Remedies Outside the Agreement.</u> Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer or any other person or entity involved in the design, construction, or installation of the PID Projects. The obligations of the Developer hereunder shall be those of a Party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.
- 4.8 <u>Applicable Law; Venue.</u> This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Johnson County, Texas.
- 4.9 <u>Notice.</u> Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (a) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (b) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City: Tommy Ludwig, City Manager

> 141 W. Renfro Street Burleson, Texas 76028

Email: tludwig@burlesontx.com

Taylor, Olson, Adkins, Sralla & Elam, LLP With a copy to:

Attn: Dean Roggia

6000 Western Place, Suite 200 Fort Worth, Texas 76107 Email: droggia@toase.com

To Owner: R.A. Development, Ltd.

Attn: Rocky Bransom/ Justin Bond

236 E. Ellison St. Burleson, Texas 76028

Email: justin@renfrodevelopment.com

With a copy to:

Winstead PC

Attn: Ryan Hafner

2728 N. Harwood St., Suite 500

Dallas, Texas 75201

Email: rhafner@winstead.com

Any Party may change its address by delivering notice of the change in accordance with this section.

- Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the Bond Indenture controls. This Agreement may only be amended by written agreement of the Parties.
- Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.
- Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.
- 4.13 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and the Developer, any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and the Developer.
 - Counterparts. This Agreement may be executed in multiple counterparts, which, 4.14

when taken together, shall be deemed one original.

- 4.15 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of any reimbursement payment or other funds received by the Developer from City from the date of this Agreement to the date of such violation within 120 days after the date the Developer is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Developer or by a person with whom the Developer contracts.
- 4.16 <u>Form 1295 Certificate of Interested Parties.</u> Prior to its execution of this Agreement, the Developer agrees to file with the City pursuant to Texas Government Code 2252.908 a signed and completed Texas Ethics Commission ("<u>TEC</u>") Form 1295 and a certification of filing with TEC.
- 4.17 <u>Recitals</u>. The recitals set forth in Section 1: (a) are part of this Agreement for all purposes; (b) are true and correct; and (c) each Party has relied upon such recitals in entering into this Agreement.
- Assignability. Prior to the commencement date of the reimbursement payments to 4.18 the Developer for the first Improvement Area, the Developer may not, without the prior written consent of the City, convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, any right, title, or interest under this Agreement. On or after such reimbursement commencement date, the Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with prior written notice to) the City, the Developer's right, title, or interest under this Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of any Reimbursement Agreement Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). The rights of the Developer to assignment are conditioned upon the Transferee agreeing, in writing, to assume the rights, title or interest being assigned and to be bound by the terms and conditions of this Agreement to the extent they apply to the rights, title or interest being assigned. An assignment by the Developer pursuant to this Section shall be effective upon delivery to the City of a copy of the fully executed assignment, which shall include the information required by Section 4.9 hereof and unambiguous provisions regarding any apportionment between the Developer and the Transferee of the right to receive payment of a Reimbursement Agreement Balance for an Improvement Area or any other payment. The City may rely on any notice of a Transfer or executed assignment received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice, and the Developer's sole remedy shall be to seek the funds directly from the third party. If the City determines in its sole discretion that the executed assignment received from the Developer does not unambiguously provide for the apportionment between the Developer and the Transferee of the right to receive payments of a Reimbursement Agreement Balance or any other amount, the City will make such payments solely to the Developer until such time as the executed assignment is amended to unambiguously provide for such apportionment and the Transferee or other third party's sole remedy shall be to seek the funds directly from the Developer.

No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The Developer shall be limited to a maximum of six (6) assignments and any additional assignments after the sixth such assignment shall require the consent of the City. Any assignment by a Transferee of its rights, title or interest under this Agreement shall be subject to the requirements of the Developer under this Section.

- 4.19 <u>Captions</u>. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or used as interpreting the meanings and provisions hereof.
- Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) calendar days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give notice to the other Party, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the notice described by this section, unless otherwise separately agreed by the Parties or unless the Party whose obligation was suspended by the force majeure is prohibited by law to perform such obligation, in which case said Party shall perform such obligation(s) as soon as reasonably practical after the legal impediment to such performance has ended. The term "force majeure," as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics and pandemics causing a disaster declaration by the State of Texas; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other inabilities of the Party, whether similar to those enumerated or otherwise, which are not within the control of the Party, which the Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such Party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party when such settlement is unfavorable to it in the judgment of such Party.
- 4.21 <u>Anti-Boycott Verification</u>. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made pursuant to Section 2271.002, Texas Government Code. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial

relations specifically with Israel, or with a person or entity doing business in Israel or in an Israelicontrolled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.21 shall survive termination of this Agreement until the statute of limitations has run.

- 4.22 Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code. The foregoing representation is made pursuant to Section 2252.152, Texas Government Code and excludes the Developer and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.22 shall survive termination of the Agreement until the statute of limitations has run.
- 4.23. <u>Verifications Pursuant to Chapter 2276, Texas Government Code</u>. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made pursuant to Section 2276.002, Texas Government Code, as amended. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.23 shall survive termination of the Agreement until the statute of limitations has run.
- 4.24 <u>Verification Pursuant to Chapter 2274, Texas Government Code</u>. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,
 - (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association during the term of this Agreement.

The foregoing verification is made pursuant to Section 2274.002, Texas Government Code, as amended. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, "firearm entity" shall have the meaning assigned to such term in Section 2774.001(6), Texas Government Code, and "firearm trade association" shall have the meaning

assigned to such term in Section 2274.001(7), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.24 shall survive termination of the Agreement until the statute of limitations has run.

4.25 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A: Form of Certificate for Payment

Exhibit B: Form of Closing Disbursement Request

Exhibit C: Form of Reimbursement Agreement Balance Certificate

[Execution pages follow.]

CITY OF BURLESON

Name: Chris Fletcher Title: Mayor ATTEST		By:
		Name: Chris Fletcher
ATTEST		Title: Mayor
ATTEST		
	ATTEST	
		_
Name: Amanda Campos		
Title: City Secretary	Title: City Secretary	
DEVELOPER:		DEVELOPER:
R.A. Development, Ltd.,		R.A. Development, Ltd.,
a Texas limited partnership		<u> •</u>
D.,,		D
By: Name:		
Title:		

Exhibit A

FORM OF CERTIFICATE FOR PAYMENT

The undersigned is an agent for R.A. Development, Ltd., a Texas limited partnership ("Developer"), and requests payment from the City of Burleson, Texas (the "City") out of the [PID Project Fund (as defined in the Bond Indenture) / PID Reimbursement Fund] in the amount of \$_____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain PID Projects providing a special benefit to property within Improvement Area #[__] of the Chisholm Summit Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Reimbursement Agreement, Chisholm Summit Public Improvement District, effective June 2, 2025 (the "Reimbursement Agreement"). In connection with the above referenced payment, Developer represents and warrants to the City as follows:

- 1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Certificate for Payment Form on behalf of Developer, and is knowledgeable as to the matters set forth herein.
- 2. The payment requested for the below referenced PID Projects has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
- 3. The amount listed below is a true and accurate representation of the PID Project Costs associated with the creation, acquisition, or construction of said PID Projects and such costs: (a) are in compliance with the Reimbursement Agreement; and (b) are consistent with the Service and Assessment Plan.
- 4. Developer is in compliance with the terms and provisions of the Developer Continuing Disclosure Agreement, Reimbursement Agreement and the Service and Assessment Plan.
- 5. Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity, Developer controls, owes, located in the Chisholm Summit Public Improvement District and has no outstanding delinquencies for such assessments.
- 6. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
- 7. The work with respect to the PID Projects referenced below has been completed, and the City has inspected such PID Projects.
- 8. Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

a. X amount to Person or Account Y for Z goods or services.

b. Payment / Wire Instructions

Attached hereto are invoices, cancelled checks, detailed receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits, with unconditional lien waivers and releases, and supporting documentation in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the PID Projects (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

[remainder of page left blank intentionally]

DEVELOPER:

R.A. Development, Ltd.,
a Texas limited partnership
By:
Name:
Title:

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate
for Payment, acknowledges that the PID Projects covered by the certificate have been inspected
by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the
Certificate for Payment, the City approves the Certificate for Payment and directs,
as Trustee for the PID Bonds, to make such payments from the PID Project Fund to Developer or
to any person designated by Developer.

CITY	OF	BURL	ESON,	TEXAS
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By:			
Name:			
Title:			
Date:			

Exhibit B

FORM OF CLOSING DISBURSEMENT REOUEST

("Developer") and requests payment to Developer (or to the person designated by Developer) from

The undersigned is an agent for R.A. Development, Ltd., a Texas limited partnership

the applicable account of the PID Project Fund from (the " <u>Trustee</u> ") in the amount of
[\$\] to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of Chisholm Summit Public Improvement District (the "District") and costs associated with the issuance of PID Bonds, as follows.
Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of (the "Indenture") relating to the [] (the "PID Bonds").
In connection with the above referenced payment, Developer represents and warrants to the City as follows:
1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Closing Disbursement Request on behalf of Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the PID Project Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service

- Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Bond Indenture, and the Service and Assessment Plan.
- All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
- Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

and Assessment Plan.

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

DEVELOPER:

R.A. Development, Ltd.,
a Texas limited partnership
By:
Name:
Title:

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and directs payment to be made from Costs of Issuance Account upon delivery of the PID Bonds.

CITY OF BURLESON, TEXAS	CITY	OF	BURL	ESON,	TEX	AS
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Exhibit C

FORM OF REIMBURSEMENT AGREEMENT BALANCE CERTIFICATE

The Parties acknowledge and agree that as of the date of execution of this certificate the schedule(s) set forth below contain a true and correct record of the accounting of the then current Reimbursement Agreement Balance for each Improvement Area.

[Form of Schedule for Each Improvement Area]

Improvement Area #[__] Reimbursement Agreement Balance

Certificate for Payment No.	Date Approved By City	Reimbursement Amount (\$)	Interest Rate (%)	Date Interest Accrues From	Payments Made from PID Reimbursement Fund (\$)	Payments Made from PID Project Fund (\$)	Date of Payment	Current Balance (\$)
Totals:								

[Signature Pages Follows]

I hereby agree and acknowledge that the above schedule(s) represent a true and correct accounting of the Reimbursement Agreement Balance for the Improvement Area(s) shown above as of the date set forth below.

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R.A. Development, Ltd.,
a Texas limited partnership
By:
Name:
Title:

I hereby agree and acknowledge that the above schedule(s) represent a true and correc
accounting of the Reimbursement Agreement Balance for the Improvement Area(s) shown above
as of the date set forth below.

CITY OF BURLESON, TEXAS

By:				
Name:				
Title:				
Date:				
	•	•	•	



City Council Regular Meeting

DEPARTMENT: Economic Development

FROM: Alex Philips, Director

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a minute order accepting the bid from the Burleson 4A Economic Development Corporation in response to RFP 2025-003 for the sale of real property located at 114 W. Ellison Street. (Staff Contact: Alex Philips, Director of Economic Development)

SUMMARY:

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

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

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

The EDC proposal was the sole submission.

The minute order is to accept the bid from the EDC and enter into a real estate contract for the transfer of the property and maintenance to the EDC.

RECOMMENDATION:

Insert staff recommendation

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$1,100,000

Account Number(s): 101-70001

Fund: General Fund

Account Description: Land

STAFF CONTACT:

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



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

BURLESON CITY COUNCIL

JUNE 16, 2025



Request for Proposals

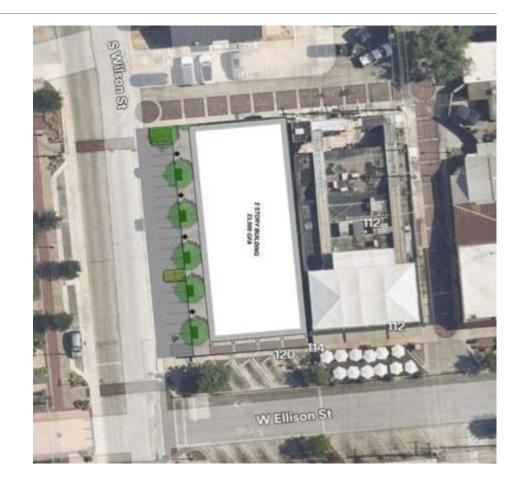
- Released March 7, 2025
- 114 W. Ellison St.
- Minimum bid of \$1.1M
- Building is currently vacant
- Preferred development scenario
 - Ground floor retail
 - Second floor office
 - 32' maximum height
 - Incorporate Old Town architecture, and walkability
- Requires that the development agreement include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





Submission

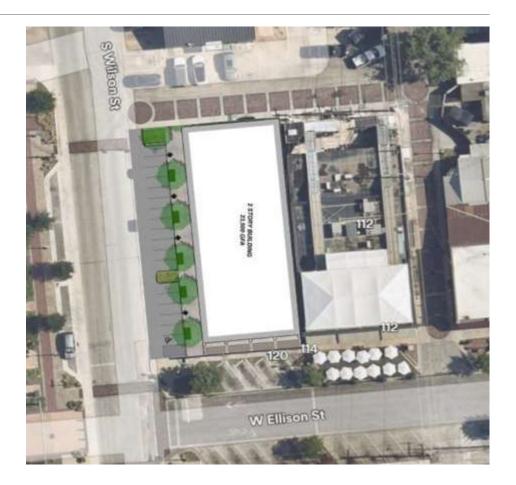
- Sole submission is from Burleson 4A Economic Development Corp. (EDC)
- \$1.1M bid
- Raze existing building
- Concept plan includes:
 - 10,000 square feet
 - 5,000 square feet, ground floor retail
 - 5,000 square feet, second floor office
 - Enhanced public parking, landscape and walkability
- The EDC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





Next Steps

- Staff will prepare a land sale contract based on Council's feedback this evening
- The contract will be considered by the City Council and the Burleson 4A Economic Development Corp. board at their meetings on July 21st
- Following the real estate closing, the EDC will take immediate ownership and begin plans to raze the building, create a marketing package and actively recruit a corporate or regional headquarters office user



6/3/2025



Requested Action

 Approve or deny a minute order accepting the bid from the Burleson 4A Economic Development Corporation in response to RFP 2025-003 for the sale of real property located at 114 W. Ellison St.

6/3/2025

^{*}Staff recommends approval



Questions / Comments

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



May 28, 2025

City of Burleson

141 W. Renfro St. Burleson, Texas 76028

RE: RFP 2025-003, Sale and Development of Real Property Located at 114 West Ellison Street

To whom it may concern,

The Burleson Economic Development Corporation (EDC) is proud to submit a bid to purchase 114 West Ellison Street through this proposal. The EDC understands the City of Burleson's vision for the Old Town downtown district and believes that this proposal will assist the City is furthering that vision.

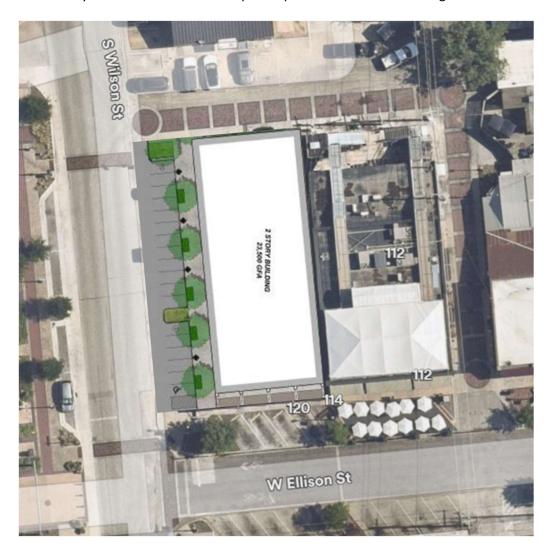
Sincerely,

Alex Philips
Director of Economic Development
Burleson Economic Development Corporation



1. Proposed Vision/Development Scenario

The EDC proposes to purchase 114 West Ellison Street from the City of Burleson for \$1.1 million. The EDC will raze the existing building, clean and prepare the site for redevelopment. The EDC will actively market the site to development partners with the following vision in mind:



This concept plan would add up to 10,000 square feet of commercial/mixed-use space in Old Town, utilizing up to two stories. This concept also proposes increased landscaping around the site and greater walkability connections to adjacent blocks. The EDC would market this space as potential national/region corporate headquarters.



2. Experience

The mission of the EDC is to create and foster opportunities for the expansion and diversification of the local economy. The EDC has experience in leading projects and connecting partners to develop sites that are beneficial for the City of Burleson. The EDC's most notable previous projects are HighPoint Business Park and Ellison on the Plaza in Old Town through a public-private partnership. These projects have created over 1,000 jobs, diversified the tax base and have added to the quality of life and sense of place in Burleson.

3. Access to Capital

The EDC proposes to purchase 130 E. Renfro with a cash transaction. The EDC has the capacity to fund this project. Including the expenditure to purchase the property, the 4A fund balance remains over \$5.5M.

	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected	FY 29-30 Projected
Beginning Fund Balance	\$ 8,196,250	\$ 5,659,708	\$ 6,881,703	\$ 5,989,248	\$ 6,321,975
Sales Tax Revenue	\$ 7,873,154	\$ 8,109,349	\$ 8,352,629	\$ 8,603,208	\$ 8,861,304
Other Revenues	\$ 2,885,622	\$ 394,941	\$ 404,539	\$ 414,425	\$ 424,608
Total Revenues	\$ 10,758,776	\$ 8,504,290	\$ 8,757,168	\$ 9,017,633	\$ 9,285,912
Personnel	\$ 767,696	\$ 795,281	\$ 823,921	\$ 853,659	\$ 866,839
Debt Service	\$ 4,341,680	\$ 4,900,148	\$ 6,337,285	\$ 5,950,632	\$ 5,953,759
Incentives (ED)	\$ 6,945,000	\$ 325,750	\$ 1,206,523	\$ 577,318	\$ 448,138
Other Expenditures	\$ 1,381,135	\$ 1,405,515	\$ 1,430,625	\$ 1,456,489	\$ 1,931,267
Total Expenditures	\$ 13,435,511	\$ 7,426,693	\$ 9,798,353	\$ 8,838,098	\$ 9,200,002
Change in Fund Balance	\$ (2,676,734)	\$ 1,077,597	\$ (1,041,185)	\$ 179,535	\$ 85,910
Ending Fund Balance	\$ 5,519,516	\$ 6,737,305	\$ 5,840,518	\$ 6,168,783	\$ 6,407,886
FB % of Expenditure	41.08%	90.72%	59.61%	69.80%	69.65%

4. Project Cost/Benefit

The tax-exempt property currently has an estimated market value (JCAD) of \$620,000. After redevelopment and when the project is complete, the EDC estimates the taxable value raise up to \$1,000,000. A national/regional corporate headquarters will create high income job opportunities and add to the Old Town daytime population adding to the local economy.

5. Anticipated Project Timeline

The EDC proposes to take ownership of the site as soon as possible, assuming all maintenance. The EDC will begin marketing the property immediately as a national/regional corporate headquarters site, and identify potential prospects.



City Council Special Meeting

DEPARTMENT: Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a resolution awarding FY 2026 Hotel Occupancy Tax funds to tourism activities. (Staff Contact: Alex Philips, Economic Development Director)

SUMMARY:

The City accepts applications from organizations seeking funds to be used in the development and promotion of tourism-related activities that are designed to promote tourism and attract overnight visitors to the City of Burleson. The funds primary use is intended to benefit the convention and hotel industries through the promotion of tourism to the City. The use of Hotel/Motel Occupancy tax funds is dictated by State law and defined in the Texas Tax Code (Subtitle D. Local Hotel/Motel Occupancy Taxes; Chapter 351. Municipal Hotel/Motel Occupancy Taxes).

Use of the approved Hotel/Motel Occupancy Tax funds, must by law, directly enhance and promote tourism and the convention and hotel industry AND fall within one of the statutorily provided categories. The categories for expenditure of the Hotel/Motel Occupancy Tax are as follows:

<u>Visitor Information Center.</u> Funds may be used for the acquisition of sites for the construction, improvement, enlarging, equipping, repairing, operation and maintenance of convention center facilities or visitor information centers, or both.

<u>Furnishing of Facilities and Registration of Visitors.</u> Funds may be used for the furnishing of facilities, personnel and materials for the registration of convention delegates or registrants.

<u>Advertising</u>, <u>Promotional Programs and Activities</u>. Funds may be expended for advertising, conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

<u>Arts Promotion.</u> Occupancy tax funds may be used for the encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography,

graphic and craft arts, motion pictures, radio, television, tape and sound recording and other arts related to the presentation, performance, execution and exhibition of these major art forms.

<u>Historical Restoration and Preservation.</u> Funds may be used for historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. (As of the date of the document the City has not dedicated any reserve funding to the acquisition of a convention center or visitor facilities and such may not allocate more than 50% of the occupancy tax revenue).

<u>Tourist Transportation System.</u> Funds may be used to transport the attendees to different tourism venues. In 2007, the legislature authorized the use of city hotel tax for any sized city to cover the costs of transporting tourists from hotels to and near the city to any of the following destinations:

- the commercial center of the city
- a convention center in the city
- · other hotels in or near the city
- tourist attractions in or near the city

Applications for Fiscal Year '26 were accepted from area organizations seeking to increase tourism in Burleson through an event or activity. The City received ten (10) applications from six (6) organizations totaling \$96,698.00 in grant requests.

OPTIONS:

- 1) Accept grant amounts as requested
- 2) Modify grant amounts at Council's discretion

FISCAL IMPACT:

The total amount requested is \$96,698. The projected revenue for this fiscal year is \$516,809. A total of \$97,000 was tentatively budgeted for Hotel/Motel tax grants for the upcoming fiscal year. The total grant amount as approved by Council will be added to the FY 2026 budget.

STAFF CONTACT:

Joni Van Noy Economic Development Coordinator <u>ivannoy@burlesontx.com</u> 817-426-9689

Hotel/Motel Grant applications



Hot/Mot Grant Applications FY 2026

In 2020 Council approved an updated policy allocating **up to 50%** of prior years annual revenue for grant awards with ability to exceed that amount at Council discretion

- Projected YE Fund Balance = \$560,581.41
- FY24 Annual Revenue = \$591,614

Informational

■ FY 2022 Awards = \$110,000

FY 2023 Awards = \$158,000

FY 2024 Awards = \$191,000

FY 2025 Awards = \$130,000



Recent Changes to App/Process

City Council approved the following changes March 20, 2023

- Scoring rubric removed
- Budget overview required with application
- Grant recipients will be required to attend a mandatory work session outlining contractual obligations



Hot/Mot Grant Applications FY 2026

- April 1 Announce the HOT/MOT Process via press release, email, social media platforms
- April 11 HOT/MOT Applications Due
- April 14 Staff Committee reviews for compliance/completeness and gives comments to applicant
- April 16 Applicant to respond with any corrections
- April 17 Applicant notified if committee intends to recommend project for award
- June 16 Applications presented to City Council



Hot/Mot Grant Applications FY 2025

Staff considerations

- "The Two-Part Test" from Texas Tax Code Chapter 351:
 - Potential for the event to create and support tourism and the hotel industry in Burleson
 - Expenditure matching one of six authorized categories
 - Promotion of the Arts
 - Visitor Information Center
 - Furnishing of facilities and registration of visitors
 - Advertising of promotional programs and activities
 - Historical preservation and restoration
 - Tourist transportation systems
- Priority on events that are (or are growing into) multi-day events
- Priority toward events that allow access to the general public
- Priority toward events that are new or still need support funding



Hot/Mot Grant Timeline



- 1. Application submitted
- 2. Grants reviewed/approved by City Council
- 3. Grant recipients attend mandatory meeting outlining contractual obligations
- 4. Event is hosted
- 5. Post Event Form is submitted to City staff
- 6. Receipts are reviewed to confirm eligibility
 - Eligible expenses include advertising materials such as: radio campaigns,
 magazine/newspaper ads, printed marketing material, billboard advertisements, etc.
- 7. Applicant is issued reimbursement for eligible expenses up to approved grant amount

EVENT	APPLICAN T	GRANT REQUEST	PREVIOUS AWARD	EST. ATTENDANCE	BUDGET OVERVIEW	LOCATION
Harvest Moon Festival	Local Life	\$8,000	\$6,000 ('24)	500	Submitted	Standard at Chisenhall
Halloween Pub Crawl	Local Life	\$8,000	\$6,000 (`24)	400	Submitted	Old Town
St. Paddy's Pub Crawl	Local Life	\$8,000	\$6,000 ('24)	500	Submitted	Old Town
City on a Hill	Crazy 8 Ministries	\$12,000	\$12,000 ('24)	4,000	Submitted	BHS
Ocho Loco 5K	Crazy 8 Ministries	\$3,000	N/A-New*	<mark>200</mark>	Submitted	Chisenhall Sports Complex
North TX Wine Jam	Lost Oak Winery	<mark>\$19,998</mark>	N/A-New*	<mark>850</mark>	Submitted	<mark>Lost Oak</mark> Winery
BTX Brew Fest	Venture Mathis, LLC	\$18,000	\$18,000 ('24)	5,000	Submitted	Plaza
TREE-Mendous Gala	ATHENA Society	\$5,00 <mark>0</mark>	N/A- New*	<mark>300</mark>	Submitted	Burleson Event Center
Center for ASD Christmas Ball	Center for ASD	<mark>\$7,350</mark>	N/A- New*	<mark>400</mark>	Submitted	Jellystone Park
Light Up the Night	Center for ASD	<mark>\$7,350</mark>	N/A- New*	<mark>1,500</mark>	Submitted	<mark>BRiCk</mark>

Projected Revenue: \$591,614

Grant Requests Total: \$96,698 (approx. 16.34%)

Budgeted: **\$97,000**



HarvestMoon Festival

Local Life Magazine &

Map leatens nopsis

■ Support for 5th annual event

Requested Grant

\$8,000

- Event attracts visitors to an up & coming area of the City outside of the downtown district
- Grant funds assist with marketing costs including: metro mailers, social media ads, general printed advertising, and billboards





Halloween Pub Crawl

Local Life Magazine &

Maprikation synopsis

 Support for annual pub crawl supporting local restaurant/retail locations throughout the Old Town district

Requested Grant

\$8,000

Additional Information

 Grant funds assist with marketing costs including: metro mailers, social media ads, general printed advertising, and billboards





St. Paddy's Day Pub Crawl

Local Life Magazine &

Maptikatton Synopsis

 Support for annual pub crawl supporting local restaurant/retail locations throughout the Old Town district

Requested Grant

\$8,000

- Event encourages patrons to visit a multitude of area retail/restaurant establishments in downtown
- Grant funds assist with marketing costs including: metro mailers, social media ads, general printed advertising, and billboards





City on a Hill

Crazy 8 Ministries

Application Synopsis

■ Support for 13th annual free, community wide event providing free health services: vaccinations, hair cuts, health screenings, etc.

Requested Grant

\$12,000

Additional Information

 Grant funds assist with marketing costs including: social media ads, general printed advertising, radio promotions and billboards





Ocho Loco 5K/Walk & Fun Run

Crazy 8 Ministries

Application Synopsis

 Support for annual 5K fundraising event supporting Crazy8 Ministries & it's mission to end poverty.

Requested Grant

\$3,000

Additional Information

 Grant funds assist with marketing costs including: social media ads, general printed advertising, radio promotions and billboards





North Texas Wine Jam

Lost Oak Winery

Application Synopsis

 First annual two-day community event held at Lost Oak Winery featuring local musicians, local restaurants, wine & more.

Requested Grant

\$19,998

- Multi day event will encourage local hotel stays and give event attendees a "taste" of Burleson's hospitality and feature tastings of local dining establishments.
- Grant funds to assist with marketing costs including: search engine marketing, social media ads, and North Texas Wine Trail magazine marketing





BTX Brew Fest

Venture Mathis, LLC

Application Synopsis

■ Support for 5th annual BTX Brew Fest Event

Requested Grant

\$18,000

- Provides support for annual event within the Old Town district. Event offers engaging activities, quality entertainment, food, beverages and partners with local businesses
- Grant funds assist with marketing costs including: metro mailers, social media ads, magazine publishing, radio promotion and video marketing





TREE-Mendous Gala

Athena Society

Application Synopsis

 Support for newly created annual event to benefit cancer patients and educational programs in Johnson County

Requested Grant

\$5,000

- The goal of the event is to raise funds for cancer care and scholarships for local students
- Grant funds assist with marketing costs including: social media ads, general printed advertising, radio promotion and billboards





Center for ASD Christmas Ball

Center for ASD

Application Synopsis

 Support for newly created annual event to establish a cornerstone fundraiser and annual tradition for the community.

Requested Grant

\$7,350

- Community fundraising event providing a platform to raise awareness for individuals with autism and developmental differences.
- Grant funds assist with marketing costs including: social media ads, general printed advertising, radio marketing and billboards





Light Up the Night

Center for ASD

Application Synopsis

 Support for newly created annual event to spread awareness of Autism to the community

Requested Grant

\$7,350

- Community fundraising providing all inclusive and sensory-friendly event to raise funding for Center for ASD
- Grant funds assist with marketing costs including: social media ads, general printed advertising, radio promotion and billboards





COUNCIL ACTIONS REQUESTED

 Approve, deny or modify a resolution awarding FY 2026 hotel occupancy tax fund grants as presented in the amount of \$96,698

Staff recommends approval of the grants as requested



Questions / Comments

BTX Brew Fest

5. Liability

Grant recipients agree to indemnify and hold harmless the City of Burleson staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Burleson pursuant anti-inscream. Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from HOT funds, and shall include the city, employees and officers as additional insured.

All funds received from the City under the Act or authorization of the City Council is subject to the Texas Public Information Act and audit rights of the City of Burleson.

6. Penalty

Failure to comply with these requirements may result in forfeiture of final payments, required reimbursements and/or disqualification from consideration of future applications.

7. Signatures

I hereby authorize that this form has been reviewed and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

_ Ventur	e Mathis, LLC
Applicant Organization: BTX BREW	FEST
Project / Event(s):	
Signature by Agent of Applicant:	NAPLE .
Printed Name of Agent:	Brooke Mathis
Date of Signature:	04-04-2025

<u>APPLICATION</u>

It is extremely important that applications be filled out completely and accurately.

^{*}If you have questions regarding any aspect of the Visit Burleson Tourism Grant Program, call 817-426-9689.

The Economic Development Department is available to assist you and can guide you to optimize the effectiveness of your event as it relates to the purpose of increasing tourism.

A.	<u>GEN</u>	NERAL ORGANIZATION INFORMATION
	1.	Name of Organization: Venture Mathis, LLC
	2.	501c3 or c6 non-profit organization? Yes No
	3.	Contact Name: Brooke Mathis
	4.	Address: 138 N Wilson St., Suite D, Burleson TX 76028
	5.	Phone Number: 8175643068
	6.	E-Mail Address: brooke.btxbrewfest@gmail.com
	7.	Website: www.btxbrewfest.com
В	CEN	JEDAL EVENT INCODMATION
B.	GEI	NERAL EVENT INFORMATION
	1.	Total amount of funds requested to promote this event or activity? \$\frac{18000}{}\$
	2.	Are the funds requested as reimbursable or a cash grant contribution?
	3.	Date(s), Time, Location of Event: October 4, 2025 2-9pm Mayor Veral Calvin NOTE: A date MUST be provided if the event is proposed for the Mayor Vera Calvin Plaza in Old Town so that it may be blacked out for the upcoming calendar year.
	4.	Total number days of the event: 1 Consecutive?: Yes No
	5.	How will your event help promote the hotel industry in Burleson? This event has alcohol for consumption and is a bit of a long day for the attendees, we promote the out of town visitors to stay locally and not drive home. We will partner with the Burleson Hotels as well as Jellystone to offer any available discount promo codes and/or rates. This will be marketed on all social media as well as the website. The information is also included when an attendee purchases a ticket online.
	6.	Has the organization applied for funds for this event before? Yes No
	7.	Is this event one-time-only or recurring? recurring

	8.	Is there a registration/entrance fee per visitor (if any)? yes								
	9.	Is one of the goals of the event to raise funds for charity/scholarship?								
		If so, what percentage of the funds raised will be donated or given away?								
		What organization(s) will receive a portion of the funds?								
	10.	Choose the category(ies) that applies to your event or activity:								
		Visitor Information Center								
		Furnishing of Facilities and Registration of Visitors								
		x Advertising / Promotional Programs and Activities								
		x Arts Promotion								
		Historical Restoration and Preservation								
		Tourist Transportation Systems								
C.	<u>VISI</u>	TOR IMPACT								
	1.	Projected use of overnight rooms: 10% of attendees								
		Will the applicant be paying for these hotel room expenses? Yes No								
		If yes, what percentage?								
	2.	Projected attendance: 5000								
	3.	Previous year's attendance: 5000								
	4.	Describe your attendance goals for this event and identify steps used to achieve these goals								

First, it's crucial to understand who the festival is for: beer lovers, craft beer fans, or people who enjoy socializing. Targeted ads on platforms like Facebook and Instagram can help reach more people. Work with local breweries to showcase their beers at the festival. This adds authenticity and encourages local support. Offer early bird ticket discounts to encourage people to buy tickets early. Use email to keep attendees informed about the festival, including updates and special offers. Create a website with all the important details about the festival, like date, time, location, and ticket prices. Include photos and testimonials to build excitement. Host pre-event promotions, like beer tastings, to give people a taste of what to expect. Give attendees incentives, like free beer tokens or festival merchandise, to encourage them to spread the word. By using these simple marketing strategies, the beer festival can attract more attendees and create a successful event.

5.	Describe how the event will track out-of-town guests?
	We utilize on online ticketing system that tracks zipcodes of all credit card transactions
	and provides location reports.

D. **FUNDING & MARKETING**

The organization applying for the grant is expected to make every effort to develop a viable budget and an effective marketing plan that is designed to reach out-of-area (50+ miles) visitors:

1. Describe your **marketing plan** and provide a detailed list of the media used, amount spent, and type of product used (brochure, website, print ads, etc.):

Note: The City of Burleson acknowledges that some tourists may read local newspapers and listen to local radio stations and therefore these media are not specifically excluded from reimbursement. However, as these media outlets generally provide PSA opportunities for local events, it is preferred that grant funds for projects be spent in OUT OF AREA advertising that is most likely to attract overnight tourists to the community.

Med	lia/Product Site/Location	Target Audience	\$ Amount
EX:3,0	00 brochures to bicycle shops in Denton	Cycling pros	\$2,000
Please	see attached document "marketing and advertising	buget"	
		*attach overflow on separa	te page, if needed
2.	Total advertising/promotion budget for th applying? 25000	e specific activity/event	for which youare
3.	What are other sources of funding used activity/event?	for the advertising/promo	otion of this
	he other funding that is used for advertising/promotionmitments and other monies raised.	on of the vent is from our spo	onsor

4.	What is the projected amount to be spent with local Burleson area merchants or rental or transportation facility(ies)? Please describe: 20600	

5. Provide a specific line item accounting that describes the use of funds being requested. Total should match the amount being requested. If more space is needed, use attachments.

	nt
ek of Sep 14 \$550	
	_
	_
	_
	k of Sep 14 \$550

6. Describe your financial goals for this event and identify steps used to achieve those goals:

Financial goals for the event are to be profitable enough to continue to host this event as well as the ability to donate back to the selected charity. Following the marketing plan above, we hope to grow this event again this year.

7. What impact will the funds have on the viability of the event?

Without the HOTMOT funds, we will be limited on the types of advertising that can be done and continue to grow the reach of the event. Each year, we use these funds to reach a wider audience and push the boundaries outside of Burleson Residents.

SPECIAL NOTE: Grants of hotel/motel occupancy tax revenues may statutorily be used only for the promotion of tourism and tourism-related activities. Expenditure of funds for unauthorized purposes will impact funding decisions and future funding cycles.

APPLICANT:

I hereby authorize that this form has been received and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Venture Mathis, LLC	
Organization Name	
BTX BREWFEST	
Project / Event(s):	
TONALO	Brooke Mathis
Signature of Authorized Representative	Printed Name of Authorized Representative
04*04*2025	
Date	
FOR ECONOMIC DEV	ELOPMENT USE ONLY
Original Received by Economic Develo	pment Dept

FOR MORE INFORMATION

Joni Van Noy EDC Coordinator City of Burleson, Texas 817-426-9689 jvannoy@burlesontx.com

Center for ASD Christmas Ball

5. Liability

Grant recipients agree to indemnify and hold harmless the City of Burleson staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Burleson pursuant to this contract. Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from HOT funds, and shall include the city, employees and officers as additional insured.

All funds received from the City under the Act or authorization of the City Council is subject to the Texas Public Information Act and audit rights of the City of Burleson.

6. Penalty

Failure to comply with these requirements may result in forfeiture of final payments, required reimbursements and/or disqualification from consideration of future applications.

I hereby authorize that this form has been reviewed and agreed to by the following

7. Signatures

applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Parents Defeating Autism Today dba Center for ASD

Applicant Organization:

Christmas Ball in conjunction with Toys for Tots

Project / Event(s):

Varina Denman for Lisa Boultinghouse

Signature by Agent of Applicant:

Lisa Boultinghouse

April 10, 2025

APPLICATION

It is extremely important that applications be filled out completely and accurately.

^{*}If you have questions regarding any aspect of the Visit Burleson Tourism Grant Program, call 817-426-9689.

The Economic Development Department is available to assist you and can guide you to optimize the effectiveness of your event as it relates to the purpose of increasing tourism.

A.	<u>GEN</u>	IERAL ORGANIZATION INFORMATION
	1.	Name of Organization: Center for ASD
	2.	501c3 or c6 non-profit organization? (Yes) No
	3.	Contact Name: Varina Denman
	4.	Address: 640 NW Tarrant Ave., Burleson, TX 76028
	5.	Phone Number: 682-499-6655
	6.	E-Mail Address:varina@varinadenman.com
	7.	Website: https://centerforasd.org
B.	<u>GEN</u>	IERAL EVENT INFORMATION
	1.	Total amount of funds requested to promote this event or activity? \$ 7,350
	2.	Are the funds requested as reimbursable or a cash grant contribution?
	3.	Date(s), Time, Location of Event: December 13, 2025 at Jellystone, 6:30-10:30 NOTE: A date MUST be provided if the event is proposed for the Mayor Vera Calvin Plaza in Old Town so that it may be blacked out for the upcoming calendar year.
	4.	Total number days of the event: 1 Consecutive?: Yes No
	5.	How will your event help promote the hotel industry in Burleson? The Burleson hotel industry will benefit as the Center for ASD draws both local and out-of-town guests to the Christmas Ball. We anticipate drawing a broader audience because we are working in conjunction with the well-known Toys For Tots entity. Potential long-distance attendees include Autism Awareness advocates and individuals seeking to learn more about Autism and the Center's mission. Additional patrons will include those wanting to donate gifts for children.
	6.	Has the organization applied for funds for this event before? Yes No
	7.	Is this event one-time-only or recurring?

	8.	Is there a registration/entrance fee per visitor (if any)? \$100
	9.	Is one of the goals of the event to raise funds for charity/scholarship? Yes
		If so, what percentage of the funds raised will be donated or given away?
		What organization(s) will receive a portion of the funds? Center for ASD
	10.	Choose the category(ies) that applies to your event or activity:
		Visitor Information Center
		Furnishing of Facilities and Registration of Visitors
		X Advertising / Promotional Programs and Activities
		Arts Promotion
		Historical Restoration and Preservation
		Tourist Transportation Systems
•	VAC	TOD IMPACT
C.		TOR IMPACT
	1.	Projected use of overnight rooms: 25-30
		Will the applicant be paying for these hotel room expenses? Yes No
		If yes, what percentage?
	2.	Projected attendance: 400
	3.	Previous year's attendance: 300
	4.	Describe your attendance goals for this event and identify steps used to achieve these goals. The Christmas Ball will draw CASD families and local supporters, but it will also attract a broader audience from nearby communities, including families of disabled and nondisabled individuals. To achieve strong attendance, we will use a multichannel outreach strategy with social media, radio ads, billboards, print ads, and posters.

 Describe how the event will track out-of-town guests? <u>CASD</u> will use a <u>QR</u> code linked to a digital form to track event inquiries, allowing us to identify out-of-town guests. We also plan to partner with local hotels to gather data on event-related bookings.

D. **FUNDING & MARKETING**

The organization applying for the grant is expected to make every effort to develop a viable budget and an effective marketing plan that is designed to reach out-of-area (50+ miles) visitors:

1. Describe your **marketing plan** and provide a detailed list of the media used, amount spent, and type of product used (brochure, website, print ads, etc.):

Note: The City of Burleson acknowledges that some tourists may read local newspapers and listen to local radio stations and therefore these media are not specifically excluded from reimbursement. However, as these media outlets generally provide PSA opportunities for local events, it is preferred that grant funds for projects be spent in OUT OF AREA advertising that is most likely to attract overnight tourists to the community.

ia/Product Site/Location	Target Audience	\$ Amount
00 brochures to bicycle shops in Denton	Cycling pros	\$2,000
achment.		
	*attach overflow on separa	ate page, if needed
Total advertising/promotion budget for the applying?\$7,850	e specific activity/event	for which youare
activity/event? In addition to this grant, CAS	D will allocate a small portic	on (\$500) of its annual
limited, making this grant critical to ensuring e participation.	ffective outreach and broad	d community
	Total advertising/promotion budget for th applying?\$7,850 What are other sources of funding used activity/event? In addition to this grant, CASI fundraising revenue toward advertising and pullimited, making this grant critical to ensuring e	*attach overflow on separa Total advertising/promotion budget for the specific activity/event applying?\$7,850 What are other sources of funding used for the advertising/promactivity/event? In addition to this grant, CASD will allocate a small portion fundraising revenue toward advertising and promotion. However, other full imited, making this grant critical to ensuring effective outreach and broad

4.	What is the projected amount to be spent with local Burleson area merchants or
	rental or transportation facility(ies)? Please describe: Approximately \$15,700 will be spent with local merchants on printing, venue, food, disc jockey, casino, magazine ads, signage,
	photos, and videos.

5. Provide a specific line item accounting that describes the use of funds being requested. Total should match the amount being requested. If more space is needed, use attachments.

Payee/Vendor	Description of Expense	\$ Amount	
EX: Austin Statesman-News	1/4 page ad week of Sep 14	\$550	
See attachment.		ı Ç	
		1,	

6. Describe your financial goals for this event and identify steps used to achieve those goals:

CASD aims to raise \$50,000 at the Christmas Ball. To achieve this goal, we will focus on maximizing attendance by engaging families of participants, local supporters, and surrounding communities through strategic outreach and promotion.

7. What impact will the funds have on the viability of the event?

If grant funding is not received, the Christmas Ball will still take place; however, outreach and promotional efforts will be significantly limited. Funding is vital to maximizing attendance, expanding our reach, and ultimately achieving our financial and community impact goals.

City of Burleson - Guidelines/Application for Visit Burleson Tourism Grant

SPECIAL NOTE: Grants of hotel/motel occupancy tax revenues may statutorily be used only for the promotion of tourism and tourism-related activities. Expenditure of funds for unauthorized purposes will impact funding decisions and future funding cycles.

APPLICANT:

I hereby authorize that this form has been received and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Parents Defeating Autism Today dba Center for A	SD
Organization Name	
Christmas Ball in conjunction with Toys For Tots	
Project / Event(s):	Lisa Boultinghouse
Signature of Authorized Representative	Printed Name of Authorized Representative
April 10, 2025	
Date	
FOR ECONOMIC DEV	ELOPMENT LISE ONLY

Original Received by Economic Development Dept.

FOR MORE INFORMATION

Joni Van Noy EDC Coordinator City of Burleson, Texas 817-426-9689 jvannoy@burlesontx.com Drew Pennywell EDC Project Manager City of Burleson, Texas 817-426-9638 dpennywell@burlesontx.com

City on a Hill

5. Liability

Grant recipients agree to indemnify and hold harmless the City of Burleson staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Burleson pursuant to this contract. Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from HOT funds, and shall include the city, employees and officers as additional insured.

All funds received from the City under the Act or authorization of the City Council is subject to the Texas Public Information Act and audit rights of the City of Burleson.

6. Penalty

Failure to comply with these requirements may result in forfeiture of final payments, required reimbursements and/or disqualification from consideration of future applications.

7. Signatures

I hereby authorize that this form has been reviewed and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Crazy8 Ministries

Applicant Organization:	City On A Hill Festival
Project / Event(s):	U. dlaran
Signature by Agent of Applicant:	Siz Fargroe
Printed Name of Agent:	Liz Hargrove
Date of Signature:	April 1, 2025

<u>APPLICATION</u>

It is extremely important that applications be filled out completely and accurately.

^{*}If you have questions regarding any aspect of the Visit Burleson Tourism Grant Program, call 817-426-9689.

The Economic Development Department is available to assist you and can guide you to optimize the effectiveness of your event as it relates to the purpose of increasing tourism.

A.	<u>GE</u>	NERAL ORGANIZATION INFORMATION
	1.	Name of Organization: Crazy8 Ministries
	2.	501c3 or c6 non-profit organization? Yes No
	3.	Contact Name: Lisa Schwarz / Liz Hargrove
	4.	Address: <u>1100 W. FM 917, Joshua, TX 76058</u>
	5.	Phone Number: 817.202.8408
	6.	E-Mail Address: lisa@crazy8ministries.com / liz@crazy8ministries.com
	7.	Website: www.crazy8ministries.com
В.	GF	NERAL EVENT INFORMATION
	<u></u>	
	1.	Total amount of funds requested to promote this event or activity? \$\(\frac{12,000}{}{}\)
	2.	Are the funds requested as reimbursable or a cash grant contribution?
	3.	Date(s), Time, Location of Event: May 2nd, 9th, OR 23rd /10am-2pm/ Burleson High School NOTE: A date MUST be provided if the event is proposed for the Mayor Vera Calvin Plaza in Old Town so that it may be blacked out for the upcoming calendar year.
	4.	Total number days of the event: 1 Consecutive?: Yes No
	5.	How will your event help promote the hotel industry in Burleson?
		City on a Hill Festival draws vendors and attendees from outside the Burleson area. Out-of-town vendors may choose to stay overnight, especially if arriving early for setup or traveling with family. The event also attracts extended family and friends of local performers or participants, creating additional demand for hotel accommodations.
	_	
	6.	Has the organization applied for funds for this event before? Yes No
	7.	Is this event <i>one-time-only</i> or <i>recurring</i> ?

8.	Is there a registration/entrance fee per visitor (if any)?
9.	Is one of the goals of the event to raise funds for charity/scholarship?
	No If so, what percentage of the funds raised will be donated or given away?
	What organization(s) will receive a portion of the funds?
10.	Choose the category(ies) that applies to your event or activity:
	Visitor Information Center
	Furnishing of Facilities and Registration of Visitors
	Advertising / Promotional Programs and Activities
	Arts Promotion
	Historical Restoration and Preservation
	Tourist Transportation Systems
VIS	ITOR IMPACT
1.	Projected use of overnight rooms: 2-5
	Will the applicant be paying for these hotel room expenses? Yes No
	If yes, what percentage?
2.	Projected attendance: 3,500-4,000
3.	Previous year's attendance: estimated 3,500
	Describe your attendance goals for this event and identify steps used to achieve these goals
	To meet these goals, we'll implement a marketing plan that includes roadside banners across Johnson County, billboard ads, storefront flyers, targeted social media advertising,

business networking partnerships, and engaging promotional videos. We'll also encourage participation through local churches, nonprofits, and civic groups.

C.

5.	Describe how the event will track out-of-town guests?
	All vendors register in advance, allowing us to track where they are traveling from. We also
	plan to partner with a local hotel to provide lodging options for vendors and attendees, with
	hotel information shared in advance. To capture data from visiting patrons, we will hold
	raffles and giveaways that invite attendees to share their contact and location information.

D. **FUNDING & MARKETING**

The organization applying for the grant is expected to make every effort to develop a viable budget and an effective marketing plan that is designed to reach out-of-area (50+ miles) visitors:

1. Describe your **marketing plan** and provide a detailed list of the media used, amount spent, and type of product used (brochure, website, print ads, etc.):

Note: The City of Burleson acknowledges that some tourists may read local newspapers and listen to local radio stations and therefore these media are not specifically excluded from reimbursement. However, as these media outlets generally provide PSA opportunities for local events, it is preferred that grant funds for projects be spent in OUT OF AREA advertising that is most likely to attract overnight tourists to the community.

Media/Product Site/Location	Target Audience	\$ Amount
EX:3,000 brochures to bicycle shops in Denton	Cycling pros	\$2,000
Roadside Banners, Store Front Flyers, Other signage	general population with a emphasis on families	s \$3,000
Billboard Advertising Social Media /Print Advertising	general population with a emphasis on families	\$5,000 \$2,000
Radio Advertising	general population with a emphasis on families	\$4,500
Newspaper Advertising	general population with a emphasis on families	\$500

*attach overflow on separate page, if needed

	andon overness on ooparate page, it needed
2.	Total advertising/promotion budget for the specific activity/event for which youare applying?
3.	What are other sources of funding used for the advertising/promotion of this activity/event? <u>Crazy8 Ministries operating budget & sponsorship raised for the event</u>

4.	What is the projected amount to be spent with local Burleson area merchants or
	rental or transportation facility(ies)? Please describe:
\$3,0	000-\$4,000 for printed advertising material & rentals

5. Provide a specific line item accounting that describes the use of funds being requested. Total should match the amount being requested. If more space is needed, use attachments.

Payee/Vendor	Description of Expense	\$ Amount
EX: Austin Statesman-News	1/4 page ad week of Sep 14	\$550
Lamar and/or Clear Channel	Billboard Advertising	\$5,000
Still sourcing vendor	Social Media / Print Advertising	\$2,000
The Journey, Hank/Ranch	Radio Advertising	\$4,500
Cleburne Times Review	Newspaper Advertising	\$500

6. Describe your financial goals for this event and identify steps used to achieve those goals:

City on a Hill Festival is a free event designed to connect the community with local businesses and resources. While vendor participation & community attendance is free, our financial goal is to raise funds to cover event expenses such as bouse houses, petting zoo, marketing, and logistics through sponsorships and grants. These partnerships are essential to keep the event accessible to all.

7. What impact will the funds have on the viability of the event?

Grant funds are critical to the success of City on a Hill Festival. They allow us to invest in marketing and advertising efforts that increase vendor participation, patron attendance, and community engagement—ultimately ensuring a well-attended and impactful event for the city of Burleson.

SPECIAL NOTE: Grants of hotel/motel occupancy tax revenues may statutorily be used only for the promotion of tourism and tourism-related activities. Expenditure of funds for unauthorized purposes will impact funding decisions and future funding cycles.

APPLICANT:

Crazy & Ministrias

I hereby authorize that this form has been received and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Crazyo ministrics	
Organization Name	
City On A Hill Festival	
Project / Event(s):	
Tiz Targrae	Liz Hargrove
Signature of Authorized Representative	Printed Name of Authorized Representative
4/1/2025	
Date	
FOR ECONOMIC DEV	ELOPMENT USE ONLY
Original Received by Economic Develor	oment Dept.

FOR MORE INFORMATION

Joni Van Noy EDC Coordinator City of Burleson, Texas 817-426-9689 jvannoy@burlesontx.com Drew Pennywell EDC Project Manager City of Burleson, Texas 817-426-9638 dpennywell@burlesontx.com

Halloween Pub Crawl

5. Liability

Grant recipients agree to indemnify and hold harmless the City of Burleson staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Burleson pursuant to this contract. Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from HOT funds, and shall include the city, employees and officers as additional insured.

All funds received from the City under the Act or authorization of the City Council is subject to the Texas Public Information Act and audit rights of the City of Burleson.

6. Penalty

Failure to comply with these requirements may result in forfeiture of final payments, required reimbursements and/or disqualification from consideration of future applications.

7. Signatures

I hereby authorize that this form	has been reviewed and agreed to by the following
applicant for the following project	ct(s). If awarded a grant, the applicant agrees to
adhere to all terms outlined in the	H(I)(I)(I)(I)(I)(I)(I)(I)(I)(I)(I)(I)(I)(
Applicant Organization:	life Magazine - 4G Marketing
Project / Event(s):	
Signature by Agent of Applicant:	
Printed Name of Agent:	Tilfany Jane
Date of Signature:	4-11-2025

<u>APPLICATION</u>

It is extremely important that applications be filled out completely and accurately.

^{*}If you have questions regarding any aspect of the Visit Burleson Tourism Grant Program, call 817-426-9689.

The Economic Development Department is available to assist you and can guide you to optimize the effectiveness of your event as it relates to the purpose of increasing tourism.

Α.	GE	NERAL ORGANIZATION INFORMATION
	1.	Name of Organization: 49 Marketing - Local Like Magazine
	2.	501c3 or c6 non-profit organization? Yes No
	3.	Contact Name: Tiffyn June
	4.	Address: 809 Royal Dah In, Burleson 74028
	5.	Phone Number: 87-937-2360
	6.	E-Mail Address: HHany @ local like ty. Com
	7.	Website: WWW. local life to com
В.	<u>GEI</u>	NERAL EVENT INFORMATION
	1.	Total amount of funds requested to promote this event or activity? \$ 9000
	2.	Are the funds requested as reimbursable or a cash grant contribution?
	3.	Date(s), Time, Location of Event: Nounce 1 Zozs NOTE: A date MUST be provided if the event is proposed for the Mayor Vera Calvin Plaza in Old Town so that it may be blacked out for the upcoming calendar year.
	4.	Total number days of the event:Consecutive?: Yes
	5,	How will your event help promote the hotel industry in Burleson?
		This is an the Adul Drinking and Eating
	6.	Has the organization applied for funds for this event before Yes No
	7.	Is this event one-time-only or recurring? YE CUMITU

8.	Is there a registration/entrance fee per visitor (if any)?
9.	Is one of the goals of the event to raise funds for charity/scholarship?
	If so, what percentage of the funds raised will be donated or given away? $10^{6}70$
	What organization(s) will receive a portion of the funds? ———————————————————————————————————
-	
10.	Choose the category(ies) that applies to your event or activity:
	Visitor Information Center
	Furnishing of Facilities and Registration of Visitors
	Advertising / Promotional Programs and Activities
	Arts Promotion
	Historical Restoration and Preservation
	Tourist Transportation Systems
<u>VIS</u>	TOR IMPACT
1.	Projected use of overnight rooms: 50-100
	Will the applicant be paying for these hotel room expenses? Yes (No
	If yes, what percentage?
2.	Projected attendance: <u>300</u> +
3.	Previous year's attendance:
4.	Describe your attendance goals for this event and identify steps used to achieve these goals. We will use Sucul Media, Print and lum Platforms to promote our went

C.

	5.	C	escribe how the event will track out-	of-town guests? <u>+ick</u>	cet Pleatfor
D.	FU	JND	ING & MARKETING		
V	riab	le b	anization applying for the grant is ex udget and an effective marketing pla les) visitors:		
1.	E a	Desc amo	cribe your marketing plan and providunt spent, and type of product used (le a detailed list of the n brochure, website, print	nedia used, ads, etc.):
	N	ote:	The City of Burleson acknowledges that and listen to local radio stations and excluded from reimbursement. However PSA opportunities for local events, it spent in OUT OF AREA advertising to the community.	I therefore these media a ver, as these media outlets is preferred that grant fur	are not specifically s generally provide nds for projects be
Med	lia/F	Proc	duct Site/Location	Target Audience	\$ Amount
X:3,0	00	brod	chures to bicycle shops in Denton	Cycling pros	\$2,000
			*	attach overflow on separa	te page, if needed
2.			I advertising/promotion budget for the ying? <u>⟨√000</u>	specific activity/event f	for which youare
3.			t are other sources of funding used for ity/event?	or the advertising/promo	

	rental or transportation fa	ount to be spent with local Burlesor cility(ies)? Please describe: <u>\$0 90</u> Who was Possible	
Ę	5. Provide a specific line it requested. Total should needed, use attachments	em accounting that describes the match the amount being requested.	use of funds being ed. If more space is
Paye	e/Vendor	Description of Expense	\$ Amount
EX: A	Austin Statesman-News	1/4 page ad week of Sep 14	\$550
			2.6
7	goals: The Gal is to I and old town in Community What impact will the funds	als for this event and identify steps in make Mory for Loculor Machants ama give shave on the viability of the event? Marketing doll and	life back to the

City of Burleson – Guidelines/Application for Visit Burleson Tourism Grant

SPECIAL NOTE: Grants of hotel/motel occupancy tax revenues may statutorily be used only for the promotion of tourism and tourism-related activities. Expenditure of funds for unauthorized purposes will impact funding decisions and future funding cycles.

APPLICANT:

I hereby authorize that this form has been received and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

/e

FOR ECONOMIC DEVELOPMENT USE ONLY

Original Received by Economic Development Dept.

FOR MORE INFORMATION

Joni Van Noy EDC Coordinator City of Burleson, Texas 817-426-9689 jvannoy@burlesontx.com

Projected media Amount

Social Media 1000
Caye Publishing 2000
Billboards 3500
Event Brite 500
Direct Mail 1000

VendorProjected amountMeta1000Print Adverstising2000Lamar3500Eventbrite500Local Print1000

Harvest Moon Festival

5. Liability

Grant recipients agree to indemnify and hold harmless the City of Burleson staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Burleson pursuant to this contract. Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from HOT funds, and shall include the city, employees and officers as additional insured.

All funds received from the City under the Act or authorization of the City Council is subject to the Texas Public Information Act and audit rights of the City of Burleson.

6. Penalty

Failure to comply with these requirements may result in forfeiture of final payments, required reimbursements and/or disqualification from consideration of future applications.

I hereby authorize that this form has been reviewed and agreed to by the following

7. Signatures

applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Applicant Organization:

Project / Event(s):

Signature by Agent of Applicant:

Printed Name of Agent:

Date of Signature:

Havens Moon Lantern Festival

May Fine

TFFANY Jane

U-11-2025

<u>APPLICATION</u>

It is extremely important that applications be filled out completely and accurately.

^{*}If you have questions regarding any aspect of the Visit Burleson Tourism Grant Program, call 817-426-9689.

The Economic Development Department is available to assist you and can guide you to optimize the effectiveness of your event as it relates to the purpose of increasing tourism.

A.	<u>GEN</u>	IERAL ORGANIZATION INFORMATION
	1.	Name of Organization: Local Life Mayazine + Marketing Growp
	2.	501c3 or c6 non-profit organization? Yes No
	3.	Contact Name: Tiffany June
	4.	Address: 809 Royal Oak In
	5.	Phone Number: <u>\$17-937-2360</u>
	6.	E-Mail Address: Hilly tiffying a local lifety com
	7.	Website: WWW. locallifett.com
В.	<u>GEN</u>	NERAL EVENT INFORMATION
	1.	Total amount of funds requested to promote this event or activity? \$\frac{\lambda{000}}{\tag{000}}
	2.	Are the funds requested as reimbursable or a cash grant contribution?
	3.	Date(s), Time, Location of Event:
	4.	Total number days of the event:Consecutive?: Yes
	5.	How will your event help promote the hotel industry in Burleson?
		This is a family friendly guest that will be promoted like a date whight for the entire
	6.	Has the organization applied for funds for this event before? Yes No
	7.	Is this event one-time-only or recurring? VCCUYING

8.	Is there a registration/entrance fee per visitor (if any)?
9.	Is one of the goals of the event to raise funds for charity/scholarship? US If so, what percentage of the funds raised will be donated or given away?
2	What organization(s) will receive a portion of the funds?
10.	Choose the category(ies) that applies to your event or activity:
	Visitor Information Center
	Furnishing of Facilities and Registration of Visitors
	Advertising / Promotional Programs and Activities
	Arts Promotion
	Historical Restoration and Preservation
	Tourist Transportation Systems
<u>VISI</u>	TOR IMPACT
1.	Projected use of overnight rooms: 50-160
	Will the applicant be paying for these hotel room expenses? Yes
	If yes, what percentage?
2.	Projected attendance:
3.	Previous year's attendance:/ D D
4.	Describe your attendance goals for this event and identify steps used to achieve these goals. We will be solul media punt and went Platforms to promote the word

C.

	5. Des	cribe how the event will track out-	of-town guests?	ut Plutton
).	FUNDING	G & MARKETING		
٧	he organi iable bud 50+ miles	zation applying for the grant is ex get and an effective marketing p visitors:	spected to make every e lan that is designed to r	ffort to develop a each out-of-area
1.	Describ amount	e your marketing plan and provi spent, and type of product used	de a detailed list of the n (brochure, website, print	nedia used, : ads, etc.):
	8 1 3	e City of Burleson acknowledges the and listen to local radio stations and excluded from reimbursement. Howe PSA opportunities for local events, it is pent in OUT OF AREA advertising to the community.	d therefore these media a ever, as these media outlets t is preferred that grant fur	are not specifically s generally provide nds for projects be
Mad	lia/Dradue	ct Site/Location	Target Audience	\$ Amount
MEG	lia/Produc	or Orto, Education	rai got / tautones	
		res to bicycle shops in Denton	Cycling pros	\$2,000
		ires to bicycle shops in Denton	•	
	00 brochu	ires to bicycle shops in Denton	Cycling pros *attach overflow on separa	ate page, if needed
(:3,0	Total acapplyin	res to bicycle shops in Denton	Cycling pros *attach overflow on separate specific activity/event	ate page, if needed for which youare otion of this
2.	Total acapplyin	dvertising/promotion budget for the g?	*attach overflow on separate specific activity/event	ate page, if needed for which youare otion of this

	4. <u>Dae</u>	rental or transportation fa	ount to be spent with local Burleson area cility(ies)? Please describe: <u>&() 970</u> O MYCH AS POSSIBE	a merchants or
	5.	Provide a specific line it requested. Total should needed, use attachments	em accounting that describes the use match the amount being requested. If	of funds being more space is
Pa	yee/V	endor	Description of Expense	\$ Amount
EX	: Aust	in Statesman-News	1/4 page ad week of Sep 14	\$550
	6	Describe your financial re-		
	6.	acole:	als for this event and identify steps used to will be to use to locul. The wint	
	7.	What impact will the funds Hugh! Every is helpful	shave on the viability of the event? MUNUARY doll as	sput

SPECIAL NOTE: Grants of hotel/motel occupancy tax revenues may statutorily be used only for the promotion of tourism and tourism-related activities. Expenditure of funds for unauthorized purposes will impact funding decisions and future funding cycles.

APPLICANT:

I hereby authorize that this form has been received and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Local Life Mayazin Organization Name	
Herverd Moon Lanter Project / Event(s):	<u> </u>
Signature of Authorized Representative 4-11-2025	Printed Name of Authorized Representative
Date	
FOR ECONOMIC DEV	ELOPMENT USE ONLY

Original Received by Economic Development Dept.

FOR MORE INFORMATION

Joni Van Noy EDC Coordinator City of Burleson, Texas 817-426-9689 jvannoy@burlesontx.com

Projected media Amount

Social Media	1000
Caye Publishing	2000
Billboards	3500
Event Brite	500
Direct Mail	1000

Vendor	Projected amount
Meta	1000
Print Adverstising	2000
Lamar	3500
Eventbrite	500
Local Print	1000

Light Up The Night

5. Liability

Grant recipients agree to indemnify and hold harmless the City of Burleson staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Burleson pursuant to this contract. Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from HOT funds, and shall include the city, employees and officers as additional insured.

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6. Penalty

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I hereby authorize that this form has been reviewed and agreed to by the following

7. Signatures

Date of Signature:

applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Parents Defeating Autism Today dba Center for ASD

Applicant Organization:

Light Up the Night

Project / Event(s):

Signature by Agent of Applicant:

Printed Name of Agent:

April 10, 2025

APPLICATION

It is extremely important that applications be filled out completely and accurately.

^{*}If you have questions regarding any aspect of the Visit Burleson Tourism Grant Program, call 817-426-9689.

The Economic Development Department is available to assist you and can guide you to optimize the effectiveness of your event as it relates to the purpose of increasing tourism.

A.	<u>GEN</u>	IERAL ORGANIZATION INFORMATION			
	1.	Name of Organization: Center for ASD			
	2.	501c3 or c6 non-profit organization? (Yes) No			
	3.	Contact Name: Varina Denman			
	4.	Address: 640 NW Tarrant Ave., Burleson, TX 76028			
	5.	Phone Number: 682-499-6655			
	6.	verine @verinedonmen.com			
	7.	Website: https://centerforasd.org			
B.	<u>GEN</u>	NERAL EVENT INFORMATION			
	1.	 Total amount of funds requested to promote this event or activity? \$ \$7,350 Are the funds requested as reimbursable or a cash grant contribution? 			
	2.				
	3.	Date(s), Time, Location of Event: April 4, 2026 at the BRiCk, 6:30-9:00 NOTE: A date MUST be provided if the event is proposed for the Mayor Vera Calvin Plaza in Old Town so that it may be blacked out for the upcoming calendar year.			
	4.	Total number days of the event: 1 day Consecutive?: Yes No			
	5.	The Burleson hotel industry will benefit as the Center for ASD draws both local and out-of-town guests to its evening Light Up The Night glow festival. Potential long-distance attendees include Autism Awareness advocates and individuals seeking to learn more about Autism and the Center's mission.			
	6.	Has the organization applied for funds for this event before? Yes No			
	7.	Is this event one-time-only or recurring?recurring			

8.	Is there a registration/entrance fee per visitor (if any)? no				
9.	Is one of the goals of the event to raise funds for charity/scholarship? Yes				
	If so, what percentage of the funds raised will be donated or given away? 100%				
	What organization(s) will receive a portion of the funds? Center for ASD				
10.	Choose the category(ies) that applies to your event or activity:				
	Visitor Information Center				
	 Furnishing of Facilities and Registration of Visitors				
	X Advertising / Promotional Programs and Activities				
	Arts Promotion				
	Historical Restoration and Preservation				
	Tourist Transportation Systems				
/IC					
<u>v 13</u> 1,	ITOR IMPACT Projected use of overnight rooms: _25-30				
٠,	Will the applicant be paying for these hotel room expenses? Yes No				
	If yes, what percentage?				
2.	Projected attendance: 1,500				
3.	Previous year's attendance:				
4.	Describe your attendance goals for this event and identify steps used to achieve these goals. Light Up The Night will draw CASD families and local supporters but it will also attract a broader audience from nearby communities, including families of disabled and nondisabled individuals. To achieve strong attendance, we will use a muchannel outreach strategy with social media, radio ads. billboards, print ads. and posters				

C.

5. Describe how the event will track out-of-town guests? CASD will use a QR code linked to a digital form to track event inquiries, allowing us to identify out-of-town guests.

We also plan to partner with local hotels to gather data on event-related bookings.

D. **FUNDING & MARKETING**

The organization applying for the grant is expected to make every effort to develop a viable budget and an effective marketing plan that is designed to reach out-of-area (50+ miles) visitors:

1. Describe your **marketing plan** and provide a detailed list of the media used, amount spent, and type of product used (brochure, website, print ads, etc.):

Note: The City of Burleson acknowledges that some tourists may read local newspapers and listen to local radio stations and therefore these media are not specifically excluded from reimbursement. However, as these media outlets generally provide PSA opportunities for local events, it is preferred that grant funds for projects be spent in OUT OF AREA advertising that is most likely to attract overnight tourists to the community.

ivied	ia/Product Site/Location	Target Audience	\$ Amount
X:3,000 brochures to bicycle shops in Denton		Cycling pros	\$2,000
See att	achment.		
	100000000000000000000000000000000000000	18:	A A A A A A A A A A A A A A A A A A A
		*attach overflow on separa	ate page, if needed
2.	Total advertising/promotion budget for the specific activity/event for which youar applying?\$7,850		for which youare
3.	What are other sources of funding used for the advertising/promotion of this activity/event? In addition to this grant, CASD will allocate a small portion (\$500) of its annua fundraising revenue toward advertising and promotion. However, other funding sources are		
	limited, making this grant critical to ensuring effective outreach and broad community participation.		

- 4. What is the projected amount to be spent with local Burleson area merchants or rental or transportation facility(ies)? Please describe: Approximately \$5,700 will be spent with local merchants on printing, venue, food, disc jockey, magazine ads, signage, photos, videos, security, portable toilets, and petting zoo.
- 5. Provide a specific line item accounting that describes the use of funds being requested. Total should match the amount being requested. If more space is needed, use attachments.

Payee/Vendor	Description of Expense	\$ Amount
EX: Austin Statesman-News	1/4 page ad week of Sep 14	\$550
See attachment.		
	A CANADA MARKA AND A CANADA CA	

6. Describe your financial goals for this event and identify steps used to achieve those goals:

CASD aims to raise \$25,000 at Light Up The Night. To achieve this goal, we will focus on maximizing attendance by engaging families of participants, local supporters, and surrounding communities through strategic outreach and promotion.

7. What impact will the funds have on the viability of the event?

If grant funding is not received, the event will still take place; however, outreach and promotional efforts will be significantly limited. Funding is vital to maximizing attendance, expanding our reach, and ultimately achieving our financial and community impact goals.

City of Burleson - Guidelines/Application for Visit Burleson Tourism Grant

SPECIAL NOTE: Grants of hotel/motel occupancy tax revenues may statutorily be used only for the promotion of tourism and tourism-related activities. Expenditure of funds for unauthorized purposes will impact funding decisions and future funding cycles.

APPLICANT:

I hereby authorize that this form has been received and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Parents Defeating Autism Today dba Center for ASD				
Organization Name				
Light Up The Night				
Project / Event(s): Signature of Authorized Representative April 10, 2025	Lisa Boultinghouse Printed Name of Authorized Ro	epresentative		
Date				

FOR ECONOMIC DEVELOPMENT USE ONLY

Original Received by Economic Development Dept.

FOR MORE INFORMATION

Joni Van Noy EDC Coordinator City of Burleson, Texas 817-426-9689 jvannoy@burlesontx.com Drew Pennywell EDC Project Manager City of Burleson, Texas 817-426-9638 dpennywell@burlesontx.com

North TX Wine Jam

5. Liability

Grant recipients agree to indemnify and hold harmless the City of Burleson staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Burleson pursuant to this contract. Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from HOT funds, and shall include the city, employees and officers as additional insured.

All funds received from the City under the Act or authorization of the City Council is subject to the Texas Public Information Act and audit rights of the City of Burleson.

6. Penalty

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7. Signatures

I hereby authorize that this form has been reviewed and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Applicant Organization: Los t Oak Winery
Project / Event(s): North Texas Wine Jam
Signature by Agent of Applicant:
Printed Name of Agent: Roxanne Myers
Date of Signature: April 11, 2025

<u>APPLICATION</u>

It is extremely important that applications be filled out completely and accurately.

^{*}If you have questions regarding any aspect of the Visit Burleson Tourism Grant Program, call 817-426-9689.

The Economic Development Department is available to assist you and can guide you to optimize the effectiveness of your event as it relates to the purpose of increasing tourism.

1.	Name of Organization: Lost Oak Winery	
2.	501c3 or c6 non-profit organization? Yes No	
3.	Contact Name: Roxanne Myers	
4.	Address:8101 County Road 802, Burleson, TX 76028	
5.	817-426-6625, ext. 400 Phone Number:	
6.	E-Mail Address:roxanne@lostoakwinery.com	
7.	Website: www.lostoakwinery.com	
	NERAL EVENT INFORMATION Total amount of funds requested to promote this eventor activity? \$ 1 9 9 9	8
1.	Total amount of funds requested to promote this eventor activity? \$ 1 9 ,9 9	8
2.	Are the funds requested as <i>reimbursable</i> or a <i>cash grant</i> contribution?	
3.	Date(s), Time, Location of Event: <u>June 5-6, 2026, Lost Oak Winery</u> NOTE: A date <u>MUST</u> be provided if the event is proposed for the Mayor Vera Calvin Plaza in Old Town so that it may be blacked out for the upcoming calendar year.	
4.	Total number days of the event: 2 Consecutive?: Yes No	
5.	How will your event help promote the hotel industry in Burleson? The North Texas Wine Jam will be a two-day celebration of regional wine, local arts, music, and a local artisan marketplace. Friday night will be the Toast of Burleson and Saturday will feature the North Texas Wine Jam	
6.	Has the organization applied for funds for this event before? Yes No	
7.	Is this event one-time-only or recurring? This is the first year, we plan for it to become recurring.	

C.

8.	Is there a registration/entrance fee per visitor (ifany)? Yes
9.	Is one of the goals of the event to raise funds forcharity/scholarship? No.
	If so, what percentage of the funds raised will be donated or given away?
	What organization(s) will receive aportion of the
10.	funds? Choose the category(ies) that applies to your event or activity:
	Visitor Information Center
	Furnishing of Facilities and Registration of Visitors
	X Advertising / Promotional Programs and Activities
	X Arts Promotion
	Historical Restoration and Preservation
	Tourist Transportation Systems
VISI	TOR IMPACT
1.	Projected use of overnight rooms: 150 room nights
	Will the applicant be paying for these hotel room expenses? Yes (No)
	If yes, what percentage? Not applicable
2.	Projected attendance: 850 (350 from out of town, 500 within 50 miles
3.	Previous year's attendance: 400 in 2017: Harvest Fiesta Weekend
4.	Describe your attendance goals for this event and identify steps used to achieve these goals. Attract 850 total attendees - 350 from out of town and 500 from within 50 miles. b. Use social media and digital advertising to reach our target audience with frequency. c. Tag our local Burleson motels in our social media and digital advertising. d. Listing in event entertainment listing guides beyond 50 miles. Promote 3 months in advance of the event. List in social event publications. Page 8 of 11

Describe how the event will track out-of-town guests? We will feature a QR

Code on all social media, digital media and link to our website on all event
 listings. We will ask our local motels to inquire from guests that weekend

	if they are attending the event.				
D.	FUNDING & MARKETING				
	The organization applying for the grant is expected to make every effort to develop a viable budget and an effective marketing plan that is designed to reach out-of-area (50+ miles) visitors:				
	 Describe your marketing plan and provide a detailed list of the media used, amount spent, and type of product used (brochure, website, print ads, etc.): 				
	Note: The City of Burleson acknowledges that some tourists may read local newspapers and listen to local radio stations and therefore these media are not specifically excluded from reimbursement. However, as these media outlets generally provide PSA opportunities for local events, it is preferred that grant funds for projects be spent in OUT OF AREA advertising that is most likely to attract overnight tourists to the community.				
Me	edia/Product Site/Location Target Audience \$ Amount				
Ple	ase see the attached media budget file. Wine/Art/Music Enthusiasts \$19,998				
2.	*attach overflow on separate page, if needed Total advertising/promotion budget for the specific activity/event for which youare applying? <u>\$19,998</u>				
3.	What are other sources of funding used for the advertising/promotion of this activity/event? We are internally funding all operations and production costs, which allows all grant funds to focus on advertising/promotion.				

4. What is the projected amount to be spent with local Burleson area merchants or rental or transportation facility(ies)? Please describe:

Local musicians and restaurants will be featured throughout the weekend and will generate incremental sales and resulting tax dollars.

5. Provide a specific line item accounting that describes the use of funds being requested. Total should match the amount being requested. If more space is needed, use attachments.

	Description of Expense	\$ Amount
Payee/Vendor		
Local IQ	Search Engine Marketing 3/5-6/5/26	\$10,998
Local IQ	Facebook Boost & Instagram ads 3/5-6/5/26	\$ 6,600
Local IQ	Targeted Display Ads 3/5-6/5/26	\$ 2,400
North Texas Wine Trail	Promotion listing: April and May 2026	\$ 0

6. Describe your financial goals for this event and identify steps used to achieve those goals: 1. Gross gate revenues: \$40000

2. Sponsor revenues: \$20,000 3. Grant: \$19,998 TOTAL REVENUES: \$79,998 Net profit after expenses: \$11,336

7. Whatmpact will the funds have on the viability of the event? The grant funds will allow us to reach a larger target audience that will generate room nights for our local motels and revenues for such travel entities as gas stations and restaurants, which general local sales tax revenues for the City of Burleson.

These advertising dollars will introduce Burleson as a vibrant residential and business community to travelers who may only have driven by on I-35 without stopping. We are likely to be influencing future business owners, educators, and community leaders by welcoming them to our community. Visitors to the Texas Wine Jam will potentially stay overnight and spend money with local businesses, restaurants, motels, gas stations, and shop. The Toast of Burleson on Friday will introduce our guests to our community's outstanding hospitality and dining options.

SPECIAL NOTE: Grants of hotel/motel occupancy tax revenues may statutorily be used only for the promotion of tourism and tourism-related activities. Expenditure of funds for unauthorized purposes will impact funding decisions and future funding cycles.

APPLICANT:

I hereby authorize that this form has been received and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Lost Oak Winery	
Organization Name	
North Texas Wine Jam	
Project / Event(s):	
	Roxanne Myers
Signature of Authorized Representative	Printed Name of Authorized Representative
April 11, 2025	
Date	
FOR ECONOMIC DEV	ELOPMENT USE ONLY
Original Received by Economic Develop	oment Dept

FOR MORE INFORMATION

Joni Van Noy EDC Coordinator City of Burleson, Texas 817-426-9689 jvannoy@burlesontx.com Drew Pennywell EDC Project Manager City of Burleson, Texas 817-426-9638 dpennywell@burlesontx.com

Ocho Loko 5K

5. Liability

Grant recipients agree to indemnify and hold harmless the City of Burleson staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Burleson pursuant to this contract. Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from HOT funds, and shall include the city, employees and officers as additional insured.

All funds received from the City under the Act or authorization of the City Council is subject to the Texas Public Information Act and audit rights of the City of Burleson.

6. Penalty

Failure to comply with these requirements may result in forfeiture of final payments, required reimbursements and/or disqualification from consideration of future applications.

7. Signatures

I hereby authorize that this form has been reviewed and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Crazy8 Ministries

Applicant Organization:	Ocho Loco 5K Race/Walk & Fun Run
Project / Event(s):	Liz Hargrane
Signature by Agent of Applicant:	Oliz Hugue
Printed Name of Agent:	Liz Hargrove
Date of Signature:	April 1, 2025

<u>APPLICATION</u>

It is extremely important that applications be filled out completely and accurately.

^{*}If you have questions regarding any aspect of the Visit Burleson Tourism Grant Program, call 817-426-9689.

The Economic Development Department is available to assist you and can guide you to optimize the effectiveness of your event as it relates to the purpose of increasing tourism.

Δ.	<u>GEI</u>	NERAL ORGANIZATION INFORMATION		
	1.	Name of Organization: Crazy8 Ministries		
	2.	501c3 or c6 non-profit organization? Yes No		
	3.	Contact Name: Lisa Schwarz / Liz Hargrove		
	4.	Address: <u>1100 W. FM 917, Joshua, TX 76058</u>		
	5.	Phone Number: 817.202.8408		
	6.	E-Mail Address: lisa@crazy8ministries.com / liz@crazy8ministries.com		
	7.	Website: www.crazy8ministries.com		
В.	<u>GEI</u>	NERAL EVENT INFORMATION		
	1.	Total amount of funds requested to promote this event or activity? \$_3,000		
	2.	Are the funds requested as reimbursable or a cash grant contribution?		
	3.	March or April 2026 Chisephall		
	4.	Total number days of the event: Consecutive?: Yes No		
	5.	How will your event help promote the hotel industry in Burleson?		
		The Ocho Loco 5K may attract runners, volunteers, and supporters from outside the Burleson area. Out-of-town participants could choose to stay overnight, especially if arriving early for packet pickup —bringing added business to local hotels.		
	6.	Has the organization applied for funds for this event before? Yes No		
	7.	Is this event one-time-only or recurring?recurring		

8.	Is there a registration/entrance fee per visitor (if any)? Yes, \$35 per 5k runner				
9.	Is one of the goals of the event to raise funds for charity/scholarship?				
	Yes				
	If so, what percentage of the funds raised will be donated or given away?				
	100% What organization(s) will receive a portion of the funds?				
	Crazy8 Ministries				
10.	Choose the category(ies) that applies to your event or activity:				
	Visitor Information Center				
	Furnishing of Facilities and Registration of Visitors				
	Advertising / Promotional Programs and Activities				
	Arts Promotion				
	Historical Restoration and Preservation				
	Tourist Transportation Systems				
	· · · · ·				
VIS	ITOR IMPACT				
1.	Projected use of overnight rooms: 2-5				
	Will the applicant be paying for these hotel room expenses? Yes No				
	If yes, what percentage?				
2.	Projected attendance:				
3.	currently 115 but registration is Previous year's attendance: still ongoing for our 2025 event.				
4.	Describe your attendance goals for this event and identify steps used to				
	achieve these goals				
	To achieve this, we are utilizing a multi-channel marketing strategy that includes social				
	media, storefront flyers, local business partnerships, email campaigns, and outreach through local running clubs and other organizations. We're also leveraging personal and				
	professional networks, business networking events, and community groups to help spread the word. With the support of this grant, we would expand our reach through billboard and/or radio advertising to draw even more participants.				

C.

5. Describe how the event was All runners will register ahead of time registration form. We also plan to par possible help in tracking participants hotel options on our website and in present the present that the present the present that the present the pres	e, allowing us to tner with a loca traveling from	collect basic location data through the collect basic location data through the collection data through the collec	on and
D. <u>FUNDING & MARKETING</u>			
The organization applying for the viable budget and an effective (50+ miles) visitors:	•	_	•
		e a detailed list of the media prochure, website, print ads,	
Note: The City of Burleson acknowledges that some tourists may read local newspapers and listen to local radio stations and therefore these media are not specifically excluded from reimbursement. However, as these media outlets generally provide PSA opportunities for local events, it is preferred that grant funds for projects be spent in OUT OF AREA advertising that is most likely to attract overnight tourists to the community.			
Media/Product Site/Location		Target Audience \$ A	Amount
EX:3,000 brochures to bicycle shops	in Denton	Cycling pros	\$2,000
Store Front Flyers, Other flyers	general popula and fitness cer	ation with an emphasis on gyms aters & other 5K partnerships	\$300
Billboard	general popu	lation	\$1,500
Radio Advertising	general popi	ation	\$1,500
J .		attach overflow on separate pag specific activity/event for wh	
applying?\$3,300	_		

What are other sources of funding used for the advertising/promotion of this

activity/event? Crazy8 Ministries operating budget & sponsorship raised for the event

3.

4.	What is the projected amount to be spent with local Burleson area merchants rental or transportation facility(ies)? Please describe:	or
\$1,2	250 for signage, rentals	

5. Provide a specific line item accounting that describes the use of funds being requested. Total should match the amount being requested. If more space is needed, use attachments.

Payee/Vendor	Description of Expense	\$ Amount
EX: Austin Statesman-News	1/4 page ad week of Sep 14	\$550
Lamar	Billboard Advertising	\$1,500
Still sourcing vendor	Radio Advertising	\$1,500
		_

6. Describe your financial goals for this event and identify steps used to achieve those goals:

The Ocho Loco 5K is a fundraising event to support Crazy8 Ministries and its mission of attacking poverty one person at a time. Our financial goals include covering event expenses such as permits, race timing, marketing, and race-day supplies, while also raising additional funds to benefit the ministry. We aim to meet these goals through a combination of sponsorships, registration fees, and grant funding.

7. What impact will the funds have on the viability of the event?

Grant funds will play a key role in helping us reach our goals by covering marketing and advertising costs, which are critical to increasing participation, attracting sponsors, and growing awareness of both the event and Crazy8 Ministries. With this support, we can maximize community engagement and ensure the success of the 5K.

SPECIAL NOTE: Grants of hotel/motel occupancy tax revenues may statutorily be used only for the promotion of tourism and tourism-related activities. Expenditure of funds for unauthorized purposes will impact funding decisions and future funding cycles.

APPLICANT:

I hereby authorize that this form has been received and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Crazy8 Ministries	
Organization Name	
Ocho Loco 5K Race/Walk & Fun Run	
Project / Event(s):	
Siz Hargrace	Liz Hargrove
Signature of Authorized Representative	Printed Name of Authorized Representative
4/1/2025	
Date	
FOR ECONOMIC DEV	/ELOPMENT USE ONLY
Original Received by Economic Develo	pment Dept

FOR MORE INFORMATION

Joni Van Noy EDC Coordinator City of Burleson, Texas 817-426-9689 jvannoy@burlesontx.com Drew Pennywell
EDC Project Manager City of Burleson,
Texas
817-426-9638
dpennywell@burlesontx.com

St. Paddy's Day Pub Crawl

5. Liability

Grant recipients agree to indemnify and hold harmless the City of Burleson staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Burleson pursuant to this contract. Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from HOT funds, and shall include the city, employees and officers as additional insured.

All funds received from the City under the Act or authorization of the City Council is subject to the Texas Public Information Act and audit rights of the City of Burleson.

6. Penalty

Failure to comply with these requirements may result in forfeiture of final payments, required reimbursements and/or disqualification from consideration of future applications.

7. Signatures

hereby authorize that this form has been reviewed and agreed to by the following
applicant for the following project(s). If awarded a grant, the applicant agrees to
adhere to all terms outlined in these guidelines. St. Paddule Day Rub Craw
Applicant Organization: Local Life Magazine and Mathetines
Project / Event(s):
Signature by Agent of Applicant:
Printed Name of Agent: IFFANY Junz
Date of Signature: 4-11-2025

<u>APPLICATION</u>

It is extremely important that applications be filled out completely and accurately.

^{*}If you have questions regarding any aspect of the Visit Burleson Tourism Grant Program, call 817-426-9689.

	8.	Is there a registration/entrance fee per visitor (if any)?
	9.	Is one of the goals of the event to raise funds for charity/scholarship?
		If so, what percentage of the funds raised will be donated or given away?
	ī	What organization(s) will receive a portion of the funds?
	10.	Choose the category(ies) that applies to your event or activity:
		Visitor Information Center
		Furnishing of Facilities and Registration of Visitors
		Advertising / Promotional Programs and Activities
		Arts Promotion
		Historical Restoration and Preservation
		Tourist Transportation Systems
_		
C.	VISI	TOR IMPACT
	1.	Projected use of overnight rooms:
		Will the applicant be paying for these hotel room expenses? Yes
		If yes, what percentage?
	2.	Projected attendance:5bb+
	3.	Previous year's attendance: 450
	4.	Describe your attendance goals for this event and identify steps used to achieve these goals. We USE Social, Drint and Event Platforms to Front our event.

The Economic Development Department is available to assist you and can guide you to optimize the effectiveness of your event as it relates to the purpose of increasing tourism.

Α.	GEN	NERAL ORGANIZATION INFORMATION
	1.	Name of Organization: Local life Magazine
	2.	501c3 or c6 non-profit organization? Yes No
	3.	Contact Name: Tiffey Jane
	4.	Address: 809 Royal Oak Ln
	5.	Phone Number: 817-937-2360
	6.	E-Mail Address: +iffany @ Doallifett .com
	7.	Website: WWW. Weallifety.com
B.	GEN	VERAL EVENT INFORMATION
	1.	Total amount of funds requested to promote this event or activity? \$
	2.	Are the funds requested as reimbursable or a cash grant contribution?
	3.	Date(s), Time, Location of Event: Much 14 20250 NOTE: A date MUST be provided if the event is proposed for the Mayor Vera Calvin Plaza in Old Town so that it may be blacked out for the upcoming calendar year.
	4.	Total number days of the event:Consecutive?: Yes
	5.	How will your event help promote the hotel industry in Burleson?
		Mis Event will help Promote all the restauras
	6.	Has the organization applied for funds for this event before? No
	7.	Is this event <i>one-time-only</i> or <i>recurring</i> ? <u>YE CUTTING</u>

Describe how the event will track out-of-town guests? <u>Hicket Platform</u>

).	FUNDING & MARKETING		
V	The organization applying for the grant is exiable budget and an effective marketing place 50+ miles) visitors:	pected to make every e an that is designed to	effort to develop reach out-of-are
1.	Describe your marketing plan and provious amount spent, and type of product used (de a detailed list of the r brochure, website, prin	nedia used, t ads, etc.):
	Note: The City of Burleson acknowledges the and listen to local radio stations and excluded from reimbursement. However PSA opportunities for local events, it spent in OUT OF AREA advertising to the community.	I therefore these media ver, as these media outlet is preferred that grant fu	are not specifica s generally provi nds for projects l
	to the community.		
Med	lia/Product Site/Location	Target Audience	\$ Amount
		Target Audience Cycling pros	\$ Amount \$2,000
	lia/Product Site/Location 00 brochures to bicycle shops in Denton	Cycling pros	\$2,000
	lia/Product Site/Location 00 brochures to bicycle shops in Denton	Cycling pros	\$2,000 ate page, if needs
	lia/Product Site/Location 00 brochures to bicycle shops in Denton	Cycling pros	\$2,000 ate page, if needs
(:3,0	lia/Product Site/Location 00 brochures to bicycle shops in Denton * Total advertising/promotion budget for the	Cycling pros Tattach overflow on separate specific activity/event	\$2,000 ate page, if neede

rental or transportation t	façility(ies)? Please deşcribe:	area merchants or 80 90
requested. Total should	d match the amount being requeste	use of funds being ed. If more space is
'endor	Description of Expense	\$ Amount
tin Statesman-News	1/4 page ad week of Sep 14	\$550
goals: The goal is the old tops ton the community	to make money for l on merchands and	Loaal Life give buck to
	Provide a specific line requested. Total should needed, use attachmen endor The goal is the goals: The goal is t	Provide a specific line item accounting that describes the requested. Total should match the amount being requested needed, use attachments. Provide a specific line item accounting that describes the requested for the amount being requested needed, use attachments. Provide a specific line item accounting that describes the requested for the amount being requested needed, use attachments. Provide a specific line item accounting that describes the requested needed, use attachments. Provide a specific line item accounting that describes the requested needed, use attachments. Provide a specific line item accounting that describes the requested needed, use attachments. Provide a specific line item accounting that describes the requested needed, use attachments. Provide a specific line item accounting that describes the requested needed, use attachments.

SPECIAL NOTE: Grants of hotel/motel occupancy tax revenues may statutorily be used only for the promotion of tourism and tourism-related activities. Expenditure of funds for unauthorized purposes will impact funding decisions and future funding cycles.

APPLICANT:

I hereby authorize that this form has been received and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

Organization Name Organization Name	<u></u>
Organization Name	
Pub Craw - St. Puffy's Project / Event(s):	Day
Lithany Jane	Tiffany Jalle
Signature of Authorized Representative	Printed Name of Authorized Representative
4-11-2025	
Date	
FOR ECONOMIC DEV	ELOPMENT USE ONLY
Original Received by Economic Develop	oment Dept

FOR MORE INFORMATION

Joni Van Noy EDC Coordinator City of Burleson, Texas 817-426-9689 jvannoy@burlesontx.com

Projected media	Amount
Social Modia	

riojecteu media	Amount	
Social Media	1000	
Caye Publishing	2000	
Billboards	3500	
Event Brite	500	
Direct Mail	1000	

Vendor	Projected amount	
Meta	1000	
Print Adverstising	2000	
Lamar	3500	
Eventbrite	500	
Local Print	1000	

TREEmendous Gala

5. Liability

Grant recipients agree to indemnify and hold harmless the City of Burleson staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Burleson pursuant to this contract. Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from HOT funds, and shall include the city, employees and officers as additional insured.

All funds received from the City under the Act or authorization of the City Council is subject to the Texas Public Information Act and audit rights of the City of Burleson.

6. Penalty

Failure to comply with these requirements may result in forfeiture of final payments, required reimbursements and/or disqualification from consideration of future applications.

7. Signatures

I hereby authorize that this form has been reviewed and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

ATHENA Society of Burleson

Applicant Organization:

TREE-Mendous Gala - A Christmas Tree Auction

Project / Event(s):

Signature by Agent of Applicant:

Printed Name of Agent:

Ruth Moor

Ruth Moor

A/8/2025

<u>APPLICATION</u>

It is extremely important that applications be filled out completely and accurately.

^{*}If you have questions regarding any aspect of the Visit Burleson Tourism Grant Program, call 817-426-9689.

The Economic Development Department is available to assist you and can guide you to optimize the effectiveness of your event as it relates to the purpose of increasing tourism.

A.	<u>GEN</u>	NERAL ORGANIZATION INFORMATION
	1.	Name of Organization: ATHENA Society of Burleson
	2.	501c3 or c6 non-profit organization? Yes No
	3.	Contact Name: Ruth Moor
	4.	Address: P. O. Box 3123, Burleson, Tx 76097
	5.	Phone Number: 817-517-9808
	6.	E-Mail Address: ruth.gonzostrategies@gmail.com
	7.	Website:athenasocietyofburleson.org
B.	<u>GEN</u>	NERAL EVENT INFORMATION
	1.	Total amount of funds requested to promote this event or activity? \$\frac{5,000}{}
	2.	Are the funds requested as <i>reimbursable</i> or a <i>cash grant</i> contribution?
	3.	Date(s), Time, Location of Event: Nov. 8, 2025, 6pm, Burleson Event Center NOTE: A date MUST be provided if the event is proposed for the Mayor Vera Calvin Plaza in Old Town so that it may be blacked out for the upcoming calendar year.
	4.	Total number days of the event: 1 Consecutive?: Yes No
	5.	How will your event help promote the hotel industry in Burleson? The TREE-Mendous Gala will promote overnight stays at Jellystone, Best Western and Quality Suites in Burleson.
	6.	Has the organization applied for funds for this event before? Yes No
	7.	Is this event one-time-only or recurring? recurring - once a year

8.	Is there a registration/entrance fee per visitor (if any)? \$100
9.	Is one of the goals of the event to raise funds for charity/scholarship? Yes - Proceeds benefit cancer patients and educational programs of Johnson County through ATHENA Society of Burleson If so, what percentage of the funds raised will be donated or given away? 75%
	What organization(s) will receive a portion of the funds? Texas Health Huguley Cancer Care, Burleson Opportunity Fund, Warm Place
10.	Choose the category(ies) that applies to your event or activity:
	Visitor Information Center
	Furnishing of Facilities and Registration of Visitors
	X Advertising / Promotional Programs and Activities
	Arts Promotion
	Historical Restoration and Preservation
	Tourist Transportation Systems
<u>VIS</u>	ITOR IMPACT
1.	Projected use of overnight rooms: <u>5-10</u>
	Will the applicant be paying for these hotel room expenses? Yes No
	If yes, what percentage?
2.	Projected attendance: 250-300
3.	Previous year's attendance: N/A - This is a new event
4.	Describe your attendance goals for this event and identify steps used to achieve these goals. Our attendance goals for this event are to have 250-300 attendees. We plan on achieving this goal through advertising and promotions through Facebook Radio (not local), and Print (not local). We will print posters to hang in local businesses but plan on advertising in Tour Texas and 365 Things to do in DEW and social media.

C.

5.	Describe how the event will track out-of-town guests?
	The event will track out of town guests via zip codes provided when
	purchasing tickets

D. **FUNDING & MARKETING**

The organization applying for the grant is expected to make every effort to develop a viable budget and an effective marketing plan that is designed to reach out-of-area (50+ miles) visitors:

1. Describe your **marketing plan** and provide a detailed list of the media used, amount spent, and type of product used (brochure, website, print ads, etc.):

Note: The City of Burleson acknowledges that some tourists may read local newspapers and listen to local radio stations and therefore these media are not specifically excluded from reimbursement. However, as these media outlets generally provide PSA opportunities for local events, it is preferred that grant funds for projects be spent in OUT OF AREA advertising that is most likely to attract overnight tourists to the community.

Media/Product Site/Location	Target Audience	\$ Amount	
EX:3,000 brochures to bicycle shops in Denton	Cycling pros	\$2,000	
Social Media (Facebook)		\$250	
Radio Advertisement	DFW Area	\$2000	
Print (Posters, DFW Magazines)	DFW Area	\$250	
Billboard advertisement	DFW Area	\$2.500	
	*attach overflow on separa		
2 Total advertising/promotion budget for the specific activity/event for which your			

- 2. I otal advertising/promotion budget for the specific activity/event for which you are applying? \$5,000
- What are other sources of funding used for the advertising/promotion of this activity/event? Sponsorships, Ticket Sales

4. What is the projected amount to be spent with local Burleson area merchants or rental or transportation facility(ies)? Please describe: \$12,050 TOTAL

Burleson Event Center - \$3,800; Photographer \$500; Catering \$5,000; Print \$250 Prizes to be purchased at local stores \$2,500

5. Provide a specific line item accounting that describes the use of funds being requested. Total should match the amount being requested. If more space is needed, use attachments.

Payee/Vendor	Description of Expense	\$ Amount
EX: Austin Statesman-News	1/4 page ad week of Sep 14	\$550
<u>Facebook</u>	Boost	\$250
Hank-FM	Radio Spot	\$2,000
Printing Plus	Posters, Event Programs	\$250
Billboard Advertisement	Out by Texas Motor Speedway	\$2,500

6. Describe your financial goals for this event and identify steps used to achieve those goals:

Our goal is to raise \$30,000 for cancer care along with scholarships through ticket sales Sponsorships, and auction revenue

7. What impact will the funds have on the viability of the event?

The funds will help to promote this 1st time event in the DFW area to bring attendance to Burleson and provide regional promotion increasing hotel stays and enhance community visibility.

SPECIAL NOTE: Grants of hotel/motel occupancy tax revenues may statutorily be used only for the promotion of tourism and tourism-related activities. Expenditure of funds for unauthorized purposes will impact funding decisions and future funding cycles.

APPLICANT:

ATHENA Society of Burleson

I hereby authorize that this form has been received and agreed to by the following applicant for the following project(s). If awarded a grant, the applicant agrees to adhere to all terms outlined in these guidelines.

ATTIETA TOOLICTY OF BUILDOOF					
Organization Name TREE-Mendous Gala - A Christmas Tree Auction					
Ruth Moor	Ruth Moor				
Signature of Authorized Representative	Printed Name of Authorized Representative				
4-8-25					
Date					
FOR ECONOMIC DEVELOPMENT USE ONLY					
Original Received by Economic Development Dept.					

FOR MORE INFORMATION

Joni Van Noy EDC Coordinator City of Burleson, Texas 817-426-9689 jvannoy@burlesontx.com Drew Pennywell EDC Project Manager City of Burleson, Texas 817-426-9638 dpennywell@burlesontx.com

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS AWARDING HOTEL/MOTEL TAX GRANTS TO APPLICATIONS RECEIVED FOR FISCAL YEAR 2026.

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 collects a hotel occupancy tax ("HOT") pursuant to Chapter 351 of the Texas Tax Code; and

WHEREAS, the use of the HOT funds is established by state law; and

WHEREAS, the City accepted applications for HOT funds grants from April 1, 2025 through April 11, 2025; and

WHEREAS, the City Council reviews grant applications annually and votes to approve, modify, or deny grant awards as requested; and

WHEREAS, a list of the HOT fund grant applicants is attached as Exhibit "A" ("HOT Funds Grant Applicant List"); and

WHEREAS, the City Council finds that HOT funds granted to the applicants would promote tourism and the convention and hotel industry; and

WHEREAS, the City Council finds that granting HOT funds to the Heritage Museum and Visitor Center would promote tourism and the convention and hotel industry as specified and required by subsections (a)(1) and (a)(5) of Section 351.101, Texas Tax Code; and

WHEREAS, the City Council finds that granting HOT funds to the other applicants on the HOT Funds Grant Applicant List other than the Heritage Museum and Visitor Center would promote tourism and the convention and hotel industry as specified and required by subsections (a)(3), (a)(4), and/or (a)(5) of Section 351.101, Texas Tax Code.

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

Section 1.

City Council approves the grant of HOT funds as described in the HOT Funds Grant Applicant List attached as Exhibit "A."

Section 2.

The	foregoing	recitals a	are adopte	d and in	ncorporated	herein fo	r all pui	rposes.
							- war p w	PODED.

Section 3.

This resolution shall take effect immediately from and after its passa	ge.
--	-----

on the	_day of	, 20
		Chris Fletcher, Mayor
		City of Burleson, Texas
ATTEST:		APPROVED AS TO FORM & LEGALITY:
Amanda Campos, City Secretary		E. Allen Taylor, Jr., City Attorney

Exhibit A Hot Funds Grant Applicant List

EVENT	APPLICAN T	GRANT REQUEST
Harvest Moon Festival	Local Life	\$8,000
Halloween Pub Crawl	Local Life	\$8,000
St. Paddy's Pub Crawl	Local Life	\$8,000
City on a Hill	Crazy 8 Ministries	\$12,000
Ocho Loco 5K	Crazy 8 Ministries	\$3,000
North TX Wine Jam	Lost Oak Winery	\$19,998
BTX Brew Fest	Venture Mathis, LLC	\$18,000
TREE- <u>Mendous</u> Gala	ATHENA Society	\$5,000
Center for ASD Christmas Ball	Center for ASD	\$7,350
Light Up the Night	Center for ASD	\$7,350



City Council Regular Meeting

DEPARTMENT: Capital Engineering Department

FROM: Eric Oscarson, Deputy City Manager

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a minute order ratifying the Economic Development Corporation 4A amendment to Resolution 4A11182024AmendAnnualBudget by amending the Capital Improvement Plan. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

The 4A Corporation approved their annual budget on August 19, 2024 via Resolution 4A081924AnnualBudget. On September 9, 2024, the Council ratified the 4A budget and approved the final reading of the City's FY 2025-2029 annual budget and capital improvement plan (CIP). Subsequently, on November 18, 2024, the 4A Corporation and City Council adopted a resolution to amend the City's FY 2025-2029 CIP. Since adopting the budget, staff has prepared recommended updates to the CIP for Board approval.

RECOMMENDATION:

Staff recommends approval of the minute order ratifying the 4A Corporation action.

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

The 4A Corporation approved their annual budget on August 19, 2024 via Resolution 4A081924AnnualBudget.

On September 9, 2024, the Council approved the final reading of the City's FY 2025-2029 annual budget with the five-year Capital Improvement Plan (CIP).

On November 18, 2024, the 4A Corporation and City Council adopted a resolution to amend the City's FY 2025-2029 CIP.

On June 16, 2025, the 4A Corporation adopted a resolution to amend the City's FY 2025-2029 CIP.

REFERENCE:

Resolution 4A11182024AmendAnnualBudget

FISCAL IMPACT:

N/A

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
<u>eoscarson@burlesontx.com</u>
817-426-9837



FY 2025-2029 4A CIP Amendment Minute Order

PRESENTED TO CITY COUNCIL ON

JUNE 16,2025



4A Updates

August 19, 2024 4A Corp Approved FY25 Annual Budget

November 18, 2024
4A Corp and City
Council Adopted Reso.
To Amend 5-YR CIP

September 9, 2024
City Council FY25
Annual Budget and 5YR CIP

Shifted Out Various
Allocations to Align
with Project Schedules
and Fund Balance



Proposed 4A CIP Update FY25 – FY29



4A CIP FY25-29

Project #	4A Projects Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
ST2301	Alsbury Blvd	\$4,001,277	\$ 10,000,000	\$5,000,000	\$5,000,000		\$14,001,277
DV2302	Lakewood Drive Extension	\$100,000	\$9,800,000	\$4,000,000			\$4,100,000
	Hooper Business Park Sign		\$200,000	\$500,000			\$500,000
	Future Project			\$ 10,000,000	\$10,000,000		\$10,000,000
ED2502	High Point Expansion Purchase	\$1,742,400					
	Project Wave	\$800,000					\$800,000
	West Side Infrastructure	\$500,000	\$5,000,000				\$5,500,000
	4A Bond Total	\$5,401,277	\$5,000,000	\$9,500,000	\$15,000,000	\$0	\$34,901,277



FY25 Bond Issuance Project List

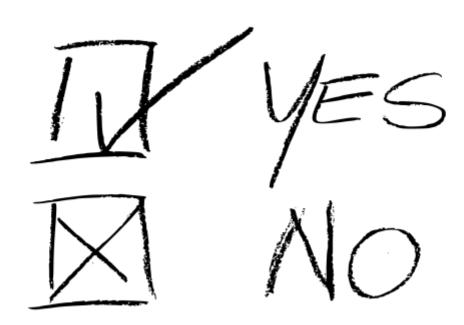
4A Bonds

- Alsbury Blvd Phase 3 \$4,001,277
- Lakewood Drive Extension \$100,000
- Project Wave \$800,000
- West Side Infrastructure \$500,000



Council Considerations

Consider and take possible action on a Minute Order ratifying the action of the 4A Board regarding amending the 4A five-year Capital Improvement Plan (CIP) for Fiscal Year 2025-2029.



Questions / Comments





City Council Regular Meeting

DEPARTMENT: Capital Engineering Department

FROM: Eric Oscarson, Deputy City Manager

MEETING: June 16, 2025

SUBJECT:

Consider approval of a minute order ratifying the Community Service Development Corporation 4B amendment to Resolution 4B11182024AmendAnnualBudget by amending the Capital Improvement Plan. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

The 4B Corporation approved their annual budget on August 19, 2024 via Resolution 4B081924AnnualBudget. On September 9, 2024, the Council ratified the 4B budget and approved the final reading of the City's FY 2025-2029 annual budget and capital improvement plan (CIP). Subsequently, on November 18, 2024, the 4B Corporation and City Council adopted a resolution to amend the City's FY 2025-2029 CIP. Since adopting the budget, staff has prepared recommended updates to the CIP for Board approval.

RECOMMENDATION:

Staff recommends approval of the minute order ratifying the 4B Corporation action.

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

The 4B Corporation approved their annual budget on August 19, 2024 via Resolution 4A081924AnnualBudget.

On September 9, 2024, the Council approved the final reading of the City's FY 2025-2029 annual budget with the five-year Capital Improvement Plan (CIP).

On November 18, 2024, the 4B Corporation and City Council adopted a resolution to amend the City's FY 2025-2029 CIP.

On June 16, 2025, the 4B Corporation adopted a resolution to amend the City's FY 2025-2029 CIP.

REFERENCE:

Resolution 4B11182024AmendAnnualBudget

FISCAL IMPACT:

N/A

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
<u>eoscarson@burlesontx.com</u>
817-426-9837



FY 2025-2029 4B CIP Amendment Minute Order

PRESENTED TO CITY COUNCIL ON

JUNE 16,2025



4B Updates

August 19, 2024 4B Corp Approved FY25 Annual Budget September 9, 2024
City Council FY25
Annual Budget and 5YR CIP

November 18, 2024 4B Corp. and City Council Adopted Reso. to Amend 5-YR CIP

Added the Natatorium Indoor Play Structure in FY25

Added the Russell
Farms Chesapeake
Building
Improvements in FY25

Updated Various
Allocations to Align
with Latest Estimates,
Project Schedules and
Fund Balance



Proposed 4B CIP Update FY25 – FY29

						Total Per Project
4B Projects Name	2025	2026	2027	2028	2029	(FY25-29)
Centennial	\$525,000					\$525,000
Chisenhall Field Turf	\$2,205,000					\$2,205,000
Adult Softball Fields	\$2,163,000					\$2,163,000
Shannon Creek Park	\$1,881,675					\$1,881,675
Community Park	\$540,750					\$540,750
Natatorium - Indoor Play Structure	\$443,674					\$443,674
Russell Farm-Chesapeake Building HVAC and Facility Improvements	\$54,133					\$54,133
Warren Park-Study		\$75,075				\$75,075
Mistletoe Hill - Bathroom Addition			\$163,375			\$163,375
Green Ribbon	\$90,000	\$120,750				\$210,750
BRiCk - Dry Sauna		\$422,940				
Brick - Dry Saulia		\$444,087				\$444,087
Russell Farm - Domestic Water		\$21,000				\$21,000
Russell Farm - Bathroom at Chesapeake Building		\$75,448				\$75,448
Russell Farm - Master Plan		\$32,051				\$32,051
Golf - Fence		\$262,500				\$262,500
Golf - Additional Well		\$183,750				\$183,750
Bathroom Additions		\$157,500		\$162,225		
Bailey Lake - New Playground			\$498,750			
builty take - New Flayglound			\$523,687			\$523,687
Mistletoe Hill			\$ 585,000			
			\$614,250			\$614,250
Golf - Pond Renovation			\$94,685 \$99,419			600.440
BRiCk Monument Sign			\$38,955			\$99,419
New Community Park - Playground			900,555	\$787,500		\$787,500
				\$420,000		\$767,500
Bartlett - Playground Replacement				\$441,000		\$441,000
				\$336,000		Ç111,000
Heberle - Park Improvements				\$352,800		\$352,800
Elk Ridge Park - Bathroom Addition				\$170,336		\$170,336
Golf - Greens Resurface			\$417,375	\$460,156		\$460,156
			V 121,212	¥,	\$336.000	¥****
Chisenhall - Playground Replacement					\$546,000	\$546,000
Warren Park - Park Improvements					\$1,312,500	\$1,312,500
Bailey Lake - Low Water Crossing					\$231,000	\$231,000
nnicl n of not					\$1,200,000	
BRiCk Roof Replacement					\$1,260,000	\$1,260,000
Total	\$7,903,232	\$1,214,661	\$1,400,731	\$2,211,792	\$3,349,500	\$16,079,916
		•			•	•



4B CIP FY25-29



FY25 Bond Issuance Project List

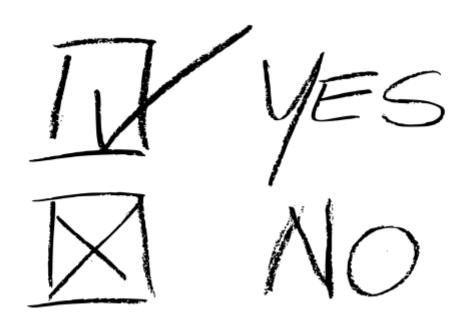
4B Bonds

- Centennial \$525,000
- Chisenhall Field Turf \$2,205,000
- Adult Softball Fields \$2,163,000
- Shannon Creek Park \$1,881,675
- Community Park \$540,750
- Natatorium Indoor Play Structure \$443,674
- Russell Farm Chesapeake Building HVAC and Facility Improvements - \$54,133
- Green Ribbon \$90,000



Council Considerations

Consider and take possible action on a Minute Order ratifying the action of the 4B Board regarding amending the 4B five-year Capital Improvement Plan (CIP) for Fiscal Year 2025-2029.



Questions / Comments



Burleson 4B Community Service Development Corporation RESOLUTION

WHEREAS, the Burleson 4B Community Service Development Corporation, known as the "Type B Corporation", incorporated and certified in June 1993, under the authorization of the Development Corporation Act of 1979; and

WHEREAS, on August 19, 2024, the Board of Directors ("Board") of the Type B Corporation approved the budget for Fiscal Year 2024-2025 (the "Budget") 4B081924AnnualBudget including the 5-year Capital Improvement Plan (CIP); and

WHEREAS, on November 18, 2024, the Board adopted Resolution 4B11182024AmendAnnualBudget to amend the City's Fiscal Year 2025-2029 Capital Improvement Plan; and

WHEREAS, the Board desires to amend the 5-year Capital Improvement Plan (CIP) of the 4B Community Service Development Corporation for Fiscal Year 2025-2029, and finds the amendments to the CIP will further the purposes of the Type B Corporation.

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

Section 1.

The Type B Corporation approves the amendments to the five-year Capital Improvement Plan for Fiscal Year 2025-2029 attached as Exhibit A, attached hereto and incorporated herein by reference for all purposes.

Section 2.

The Type B Corporation respectfully requests the	nat the City Council ratify this resolution.	
PASSED, APPROVED, AND DULY RESOLUTION, 2025.	VED by the Board, on the	_ day of
SIGNED:	ATTEST:	
President of Type B Corporation	Secretary of the Type B Corporation	l
Attachments:		

Exhibit A

EXHIBIT A RESOLUTION AMENDING THE CAPITAL IMPROVEMENT PLAN FOR FY 2025-2029

4B CIP FY25-29

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



City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action to receive a donation from James Bennett for the placement of a memorial bench in Old Town Burleson in honor of Brandon Bennett. (Staff Contact: Jen Basham, Director of Parks and Recreation)

SUMMARY:

City staff have received an offer of donation from James Bennett for the installation of a memorial bench in Old Town Burleson to honor Brandon Bennett. The donation will fund all costs associated with the project, including the purchase of the bench, plaque inscription, site preparation, and installation, with funding up to \$20,000. City staff have coordinated with the donor to ensure that the selected bench design aligns with Old Town Burleson design standards. Placement and installation details have been reviewed to maintain consistency with the aesthetics and quality expectations of the area. The bench will serve as a lasting tribute to Brandon Bennett while enhancing the public space for the community.

RECOMMENDATION:

Staff recommends acceptance of the donation and authorization to proceed with the placement and installation of the memorial bench in Old Town Burleson, as presented,

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

N/A

REFERENCE:

FISCAL IMPACT:

Amount: Donated Funds not to exceed \$50,000

Account: N/A

STAFF CONTACT:

Name: Jen Basham

Title: Director of Parks and Recreation

jbasham@burlesontx.com 817-426-9201



BRANDON BENNETT MEMORIAL BENCH

PRESENTED TO THE CITY COUNCIL – JUNE 16, 2025

JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

PRESENTATION AGENDA

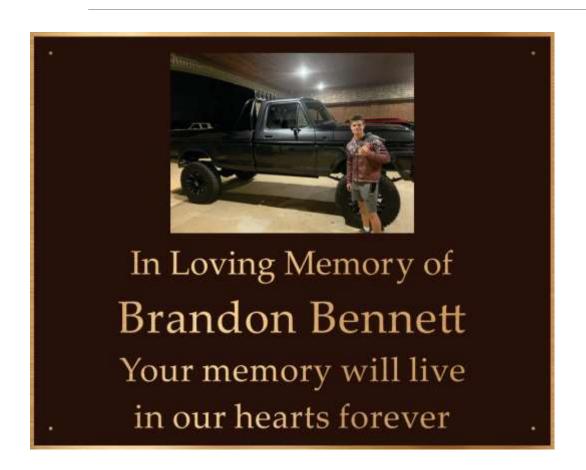


- Background & Project
 Overview
- Donation Details
- Design & Coordination
- Fiscal Impact
- Direction





BACKGROUND & PROJECT OVERVIEW



- Staff received an inquiry on behalf of a family wishing to donate a memorial bench in honor of a young man who recently passed away.
- Preferred location: Near the West City Hall Parking Lot by Renfro St. in Old Town.
- Upon approval and installation, the family may hold a small memorial gathering at the site, in coordination with City of Burleson staff to ensure no conflicts.

DONATION DETAILS

Donor: James Bennett and Centennial High School Students

- Purpose: Memorial bench in honor of Brandon Bennett
- Use of Funds
 - Bench purchase
 - Plaque inscription
 - Site preparation
 - Installation
- Donation Amount: Up to \$20,000





DESIGN & COORDINATION

City staff have coordinated with *Development Services, Old Town staff, and Public Works* to ensure alignment on design standards and installation logistics.



Staff has worked with the donors to:

- Finalize bench design and materials
- Confirm placement that aligns with Old Town aesthetics



FISCAL IMPACT

- Bench
 - \$4,508
- Concrete Pad
 - \$1,000
- Irrigation
 - \$600
- Pots and Plants
 - \$2,888.81

Please note: The funding allocation will be included in the upcoming budget amendment scheduled for Council on July 21, 2025.



Total Project Cost: \$8,996.81

DIRECTION



Recommend acceptance of the donation for the Memorial Bench



Deny





Questions / Comments

Jen Basham
Director, Parks and Recreation
jbasham@burlesontx.com
817.426.9201

DONATION AGREEMENT

This Donation Agreement (the "Agreement") by and between the City of Burleson, Texas, a home rule municipal corporation located in Johnson and Tarrant Counties, Texas (the "City"), and Mr. James Bennett, Ian individual (the "Donor"), providing for the requirements for and process of conveying and accepting donations to the City.

WHEREAS, the City is a home rule municipal corporation, and as such is authorized to accept donations for the benefit of the City pursuant to the City's Home Rule Charter and Section 51.076 of the Texas Local Government Code; and

WHEREAS, the City encourages the donation of charitable contributions to the City for the benefit of the City and its residents; and

WHEREAS, the Donor wishes to contribute cash funds to support the design, installation, and maintenance of a 6-foot memorial bench and concrete pad, including a personalized plaque, as well as additional elements, such as potted plants and irrigation (the "Project"), near the near the West City Hall parking lot along Renfro Street in honor of Mr. Brandon Bennett (the "Project Area"), as further described in the donation letter, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Donation Letter"); and

WHEREAS, the City Council finds that the following provisions are reasonable and necessary for the acceptance of donations.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration the City and Donor herein bargain, covenant, and agree with one another as follows:

- **1. Purpose.** This Agreement serves as a statement or exchange of promises between the City and Donor. It is enacted to provide clear responsibilities and duties for the conveyance of a Donation by Donor and acceptance of a Donation by the City. The Agreement will ensure that each Donation accepted by the City is in the best interest of the City and its citizens.
- **2. Donation.** The City agrees to accept and the Donor agrees to convey the sum of Twenty Thousand Dollars (\$20,000.00) as a cash donation (the "Donation"), upon the following terms and conditions:
 - i) The City shall deposit the Donation into a City special revenue fund and the Donation funds will be earmarked for use toward the design, construction, installation, and maintenance of the Project, its materials, and the Project Area.
 - ii) The City shall in good faith consult with Donor in regards to the Project's design.
 - iii) City staff will coordinate with Donor in good faith to organize a small memorial gathering at the Project Area upon the Project's installation.
 - iv) In the event that funds remain after completing the Project's design, construction, installation, those funds shall be retained by City and used in support and

- maintenance of the Project, its materials, and Project Area. Additionally, if the parties agree in a writing signed by both parties to add additional elements to the Project Area, any remaining funds may be spent for design, construction, installation, and maintenance of the additional elements.
- v) Donor shall make the Donation to the City within ninety (90) days of this Agreement's approval by the City Council of the City of Burleson. The City shall have no obligation to undertake any of its obligations under this Agreement until Donor makes the Donation to the City.
- **3.** Ownership of Project, Project materials, and Project Area. The Project, its materials, and Project Area will be and will remain the property of the City. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as giving the Donor any rights or interests in the Project, its materials, or Project Area.
- **4. Removal, Relocation, Deaccession, and Maintenance.** Nothing in this Agreement shall prevent the City from approving the removal, relocation, or deaccessioning of the Project, its materials, or the Project Area if it serves the City's best interest to do so. The City shall maintain the Project, its materials, and the Project Area as it sees fit, in its sole, uncontrolled, and unilateral discretion.
- **5. Tax Deduction.** The City makes no representation as to whether the Donation will qualify for any type of tax deduction, including a federal income tax deduction. Donor should consult with a tax professional concerning the Donation.
- **6. Parties.** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., City and Donor and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- **7. No Third Parties.** Except as herein specifically and expressly provided, the terms and provisions of this Agreement are for the sole benefit of the City and Donor, and no third party whatsoever is intended to benefit herefrom.
- **8. Execution.** This offer shall become a binding contract when signed by both City and Donor as indicated below and approved by the City Council of the City of Burleson. Parties represent that they have taken all steps required by law or otherwise necessary to enter into this transaction and that the individuals executing this agreement and such other documents as may be necessary to effectuate any transactions contemplated by this agreement, have been granted full authority to do so by their respective organizations, and that his or her signature is fully sufficient to bind their respective organization, except that the City's obligations herein are subject to approval of its City Council. This contract is executed in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party.
- **9. Relationship of the Parties.** Notwithstanding any provision to the contrary in this Donation Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of donor and done only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

- 10. Severability. If any one or more of the provisions contained herein 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 of this Donation Agreement, but this Donation Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.
- 11. Waiver. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Donation Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Donation Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

Nothing herein shall be considered a waiver of any right, protection or immunity of either Party hereto granted by the laws of the State of Texas, or any other statute, law or regulation and each Party hereto expressly reserves all such rights, protection and immunity.

- **12. Indemnification.** DONOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY DAMAGES OCCURRING FROM THE ALLEGED NEGLIGENCE OF DONOR, HIS AGENTS, VOLUNTEERS, SERVANTS AND EMPLOYEES.
- **13. Notices.** All notices required to be given in writing under the terms of this Agreement shall be forwarded via the United States Postal Service by certified mail, return receipt requested, with proper postage affixed and addressed to the other Party as follows:

To City at:

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

To Donor at:

James Bennett Jr

2787 SW Hulen St.
Burleson, Texas 76028

14. Entire Agreement. This Agreement, together with all exhibits attached hereto and made part hereof or referred to and incorporated by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior or contemporaneous understandings, communications or representations, whether oral or written, regarding the subject matter of this Agreement. In the

event of a conflict between the terms of the Donation Agreement and any of its exhibits, this terms in the Donation Agreement shall control.

- **15. Further Assurances.** Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Donation Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Donation Agreement.
- **16. Survival.** All agreements, representations, warranties and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Donation Agreement and the conveyance of the Donation being conveyed hereunder.
- 17. Amendments. No amendments or modifications of any kind to this Agreement shall be effective or binding on either Party unless the amendment or modification is in writing and duly executed by both Parties.
- **18. Headings.** The headings in this Donation Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.
- **19. Applicable Law and Binding Effect.** This Agreement is subject to all applicable laws of the federal government and the State of Texas. This Agreement is performable in Johnson County, Texas. Applicable law for any legal disputes arising out of this Agreement shall be law of the State of Texas and venue for any such legal disputes shall be in a court of competent jurisdiction in Johnson County, Texas.

Subject to all conditions precedent set forth above, this Agreement is **EXECUTED** and **EFFECTIVE** as of the last date of the respective signatories below:

CITY:	DONOR:
By: Tommy Ludwig, City Manager	By: DBUM James Bennett Jr.
City of Burleson	00/00/0005
Date:	Date: 06/09/2025
ATTEST:	
Amanda Campos, City Secretary City of Burleson	_



City Council Regular Meeting

DEPARTMENT: Capital Engineering Department

FROM: Eric Oscarson, Deputy City Manager

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a resolution amending the five-year Capital Improvement Plan (CIP) for Fiscal Year 2025-2029 (CSO#5673-11-2024). (Staff Contact: Eric Oscarson, Deputy City Manager)

SUMMARY:

On September 9, 2024, the Council approved the final reading of the City's FY 2025-2029 annual budget and capital improvement plan (CIP). Subsequently, on November 18, 2024, the Council adopted a resolution to amend City's FY 2025-2029 CIP. Since adopting the amended CIP, staff has prepared recommended updates to the CIP for Council approval.

RECOMMENDATION:

Consider and take possible action on a resolution amending the five-year Capital Improvement Plan (CIP) for Fiscal Year 2025-2029.

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

On September 9, 2024, the Council approved the final reading of the City's FY 2025-2029 annual budget with the five-year Capital Improvement Plan (CIP).

On November 18, 2024, the Council adopted a resolution to amend the City's FY 2025-2029 five-year Capital Improvement Plan (CIP).

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Eric Oscarson

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



FY 2025-2029 CIP Amendment

PRESENTED TO THE CITY COUNCIL ON

JUNE 16,2025



Key CIP Updates

Updated PD HQ Allocation based on Council's Approval on Feb. 17, 2025 Add Equipment to CIP based on Council's Direction on Feb. 03, 2025

Various Project
Allocations Adjusted
to Balance Debt
Issuance

Added the Natatorium Indoor Play Structure and Russell Farm Chesapeake Building Imp. To 4B in FY25

Water, Sewer and
Parks Project Updates
Based on Latest
Estimates



Proposed CIP Update FY25 – FY29



General Government CIP FY25-29

						- 15	XAS
							Total Per Projec
Project#	Project Name	2025	2026	2027	2028	2029	(FY25-29)
ST2_50	Neighborhood Street Rebuilds	\$750,000	\$750,000	\$261,876	\$3,347,953 \$750,000	\$2,597,953	\$5,109,829
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$5,646,260					\$5,646,260
FA2301	Police Expansion	\$ 13,607,500	\$16,409,500 \$13,607,500	\$16,409,500			\$30,017,000
ST2501	SH174 Widening (Schematic & Environmental)		\$750,000		\$750,000		\$750,000
ST2306	Hulen at Wilshire Intersection	\$200,000	\$1,501,027				\$1,701,027
312300	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$1,800,000	\$6,003,653				\$7,803,653
ST2503	Elk, Hillside, & FM731- Ped. & Int. Improvements		\$204,871	\$403,834			\$608,705
FA2601	Fire Station #4			\$ 2,500,000	\$2,500,000	\$13,443,000	\$2,500,000
ST2601	FM 1902 and CR 910 Pedestrian Mobility		\$300,000	\$1,189,901			\$1,489,901
ST2602	Wilshire Blvd. (SH174) Construction Documents (Hulen to City Limits)			\$1,600,000		\$1,600,000	\$1,600,000
FA2302	Fire Station #1	\$1,100,000					\$1,100,000
FA2301	Police Expansion	\$6,293,000 \$7,606,145	\$ 1,313,145				\$7,606,145
ST2302	Alsbury Ph. 1B -Candler to Hulen Outside Lanes	\$2,815,444					\$2,815,444
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$2,116,276					\$2,116,276
ST2306*	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$2,267,711	\$11,770,242				\$14,037,953
ST2503	Elk, Hillside, & FM731- Ped. & Int. Improvements			\$705,749			\$705,749
ST2_50	Additional Pavement Rehab	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
167361	Quiet Zone at Dobson Street and County Road 714			\$1,045,541			\$1,045,541
ST2309	Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match)	\$1,660,765					\$1,660,765
FR2501	Two Fire Engines & Equipment	\$2,600,000					\$2,600,000
FR2502	Eight Storm Sirens	\$350,000					\$350,000
	Two New Ambulances		\$1,326,000				\$1,326,000
	One Replacement Street Sweeper		\$325,000				\$325,000
	Four Replacement Ambulances				\$2,652,000		\$2,652,000
	One New Ladder Truck					\$2,438,197	\$2,438,197
	One New Brush Truck					\$367,332	\$367,332
	One Replacement BearCat					\$350,000	\$350,000
	Total	\$29,912,601	\$36,788,293	\$21,016,401	\$7,652,000	\$8,353,482	\$103,722,777

								Total Per Project
Project#	Water Projects Name	2024	2025	2026	2027	2028	2029	(FY24-29)
\A/\A/2 QO	Waterline Rehabilitation			\$350,000	\$2,500,000	\$350,000	\$ 2,500,000	\$10,000,000
W W Z_90	waterille reliabilitation	\$2,000,000		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000
WA2301	Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission	\$1,192,289	\$15,913,678	\$3,857,228				\$20,963,195
WA2302	12" Willow Creek Waterline Looping		\$837,619					\$837,619
WA2401	Hulen Ground Storage Tank Rehabilitation			\$1,506,557				\$1,506,557
VVA2401	Huleli Ground Storage Fank Renabilitation			\$152,000	\$1,354,557			\$1,500,557
DR2301	Service Center Detention	\$1,250,000						\$1,250,000
WA2403	8" Village Creek and 8" CR 715 Water Line Looping	\$246,446	\$1,177,838					\$1,424,284
WA2502	Mountain Valley EST and GST Demolition			\$84,395	\$752,333			\$836,728
ST2306*	16" Hulen Street Waterline		\$464,889	\$ 5,853,180	\$5,853,180			\$6,318,069
WA2503	12" Waterline Loop for Mountain Valley		\$410,248	\$1,072,813				\$1,483,061
WA2306	Offsite Water Supply from Fort Worth	\$651,211	\$2,193,995	\$ 13,486,298	\$13,486,298			\$16,331,504
	New AMI / AMI Implementation		\$4,500,000					\$ 0
14/4 2502	Under Drawn Challes Consocion					\$ 2,804,349		62.405.604
WA2602	Hulen Pump Station Expansion				\$391,255	\$391,255	\$2,804,349	\$3,195,604
	New Mountain Valley 0.75 MG EST				\$475,000	\$3,200,000		\$3,675,000
	New 2023 W Masterplan Projects for Design				\$775,000	\$1,300,000		
	New 2023 W Masterplan Projects for Construction					\$3,300,000	\$3,500,000	
14/4 2704	T. d D 5 10 7 D. 12 12					\$1,437,171		64 507 000
WA2701	Turkey Peak Elevated Storage Tank Rehabilitation				\$200,211	\$200,211	\$1,437,171	\$1,637,382
WA2702	Hidden Creek Pkwy Tank Rehab				\$499,993	\$499,993		\$499,993
WA26	PLC Upgrade Project		\$1,155,000	-				\$1,155,000
WA2504	12" Water Line from Wilshire to John Jones (Future Hulen)					\$256,361	\$1,068,516	
	Water Bond Total	\$5,339,946	\$22,153,267	\$7,166,436	\$23,921,368	\$6,291,459	\$6,241,520	\$71,113,996



Water and Sewer CIP FY24-29

NOTES:

- FY25 and FY26 allocations for the Sewer Rehabilitation Program, Parkview Dr Sewer Upsizing Project and the 12" Wastewater Line Replacement in Village Creek Basin were modified to address a recent estimate update on WW2601. Total annual bond issuance did not change from May 27th meeting.
 - City assumes it will issue reimbursement resolution in year 1 of CIP, issue debt in year 2 and begin payments in year 3.

								Total Per Proje
Project#	Sewer Projects Name	2024	2025	2026	2027	2028	2029	(FY24-29)
W/W/2 00	Sewer Line Rehabilitation			\$ 500,000	\$3,500,000	\$ 500,000	\$ 3,500,000	
WWWZ_90	Sewer Line Reliabilità tion	\$3,000,000		\$1,687,839	\$3,000,000	\$3,000,000	\$3,000,000	\$13,687,839
WW2301	Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)			\$20,178,03 4				
W W Z 301	Trank heire time (rown ereek basin raraner bandout interceptors)		\$344,794	\$24,178,034	\$3,500,000			\$28,022,828
WW2302	Lift Station Rehabilitations	\$832,984						\$832,984
WW2401	SE Tarrant Sewer Erosion Control (aka Sewer Line Protection - Booger Creek Imp.)	\$600,000						\$600,000
WW2402	Sewer Line Easement Acquisition- Mockingbird to CR913	\$155,000						\$155,000
	New AMI / AMI Implementation		\$3,000,000					\$0
	New 2023 W Masterplan Projects for Design			\$ 950,000	\$1,600,000	\$1,300,000		\$0
	New 2023 W Masterplan Projects for Construction				\$ 5,500,000	\$3,500,000	\$ 7,350,000	\$0
MANAGOS	Parkei ou Dr Souge Uncising to 10"			\$1,000,558				
VV VV 25U2	2502 Parkview Dr Sewer Upsizing to 10"		\$139,285	\$139,285	\$1,000,558			\$1,139,843
WW2601	12" Wastewater line Replacement in Village Creek Basin (Golf Course)		\$178,491	\$1,281,348				
WW Z001	12 Wastewater line Replacement III vinage creek basin (doir course)		\$317,776	\$2,454,224				\$2,772,000
WW26	Phase II - 24" Parallel Sewer from FM 731 to Village Creek					\$3,780,000	\$2,310,000	\$6,090,000
WW26	FM 917 and 35W Lift Station and Pressure Main			\$600,724	\$3,681,096			\$4,281,820
WW26	Future Sewer Capacity Study	·		\$105,000				\$105,000
WW26	Chisholm West Lift Station Force Main / Collector			\$913,500	\$6,510,000			\$7,423,500
WW26	Hyder Ranch Masterplan Sewer (G-B, G-C & C-H)					\$3,465,000		\$3,465,000
WW26	Legacy Hill Sewer Extension			\$651,000				\$651,000
	Sewer Vacuum Truck		\$518,000					\$518,000
	Sewer Bond Total	\$4,587,984	\$1,180,570	\$30,729,606	\$17,691,654	\$10,245,000	\$5,310,000	\$69,744,814
	Water & Sewer Bond Total	\$9,927,930	\$23,333,837	\$37,896,042	\$41,613,022	\$16,536,459	\$11,551,520	\$140,858,810



4A CIP FY25-29

							Total Per Project
Project #	4A Projects Name	2025	2026	2027	2028	2029	(FY25-29)
ST2301	Alsbury Blvd	\$4,001,277	\$10,000,000	\$5,000,000	\$5,000,000		\$14,001,277
DV2302	Lakewood Drive Extension	\$100,000	\$9,800,000	\$4,000,000			\$4,100,000
	Hooper Business Park Sign		\$200,000	\$500,000			\$500,000
	Future Project			\$10,000,000	\$10,000,000		\$10,000,000
ED2502	High Point Expansion Purchase	\$1,742,400					
	Project Wave	\$800,000					\$800,000
	West Side Infrastructure	\$500,000	\$5,000,000				\$5,500,000
	4A Bond Total	\$5,401,277	\$5,000,000	\$9,500,000	\$15,000,000	\$0	\$34,901,277

						Total Per Project
4B Projects Name	2025	2026	2027	2028	2029	(FY25-29)
Centennial	\$525,000					\$525,000
Chisenhall Field Turf	\$2,205,000					\$2,205,000
Adult Softball Fields	\$2,163,000					\$2,163,000
Shannon Creek Park	\$1,881,675					\$1,881,675
Community Park	\$540,750					\$540,750
Natatorium - Indoor Play Structure	\$443,674					\$443,674
Russell Farm-Chesapeake Building HVAC and Facility Improvements	\$54,133					\$54,133
Warren Park-Study		\$75,075				\$75,075
Mistletoe Hill - Bathroom Addition			\$163,375			\$163,375
Green Ribbon	\$90,000	\$120,750				\$210,750
BRiCk - Dry Sauna		\$422,940				
Direct Dry Studie		\$444,087				\$444,087
Russell Farm - Domestic Water		\$21,000				\$21,000
Russell Farm - Bathroom at Chesapeake Building		\$75,448				\$75,448
Russell Farm - Master Plan		\$32,051				\$32,051
Golf - Fence		\$262,500				\$262,500
Golf - Additional Well		\$183,750				\$183,750
Bathroom Additions		\$157,500		\$162,225		
Bailey Lake - New Playground			\$498,750 \$523,687			\$523,687
Mistletoe Hill			\$585,000			
			\$614,250			\$614,250
Golf - Pond Renovation			\$94,685 \$99,419			\$99,419
BRiCk Monument Sign			\$38,955			
New Community Park - Playground				\$787,500		\$787,500
Bartlett - Playground Replacement				\$420,000		
bartiett - Playground Replacement				\$441,000		\$441,000
Heberle - Park Improvements				\$336,000		
				\$352,800		\$352,800
Elk Ridge Park - Bathroom Addition				\$170,336		\$170,336
Golf - Greens Resurface			\$417,375	\$460,156		\$460,156
Chisenhall - Playground Replacement					\$336,000 \$546,000	\$546,000
Warren Park - Park Improvements			+		\$1,312,500	\$1,312,500
Bailey Lake - Low Water Crossing					\$231,000	\$231,000
					\$1,200,000	+
BRiCk Roof Replacement					\$1,260,000	\$1,260,000
Total	\$7,903,232	\$1,214,661	\$1,400,731	\$2,211,792	\$3,349,500	\$16,079,916



4B CIP FY25-29



TIF CIP FY25-29

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

No Changes Proposed



Proposed CIP Fund Adjustments

AMENDED FUND SUMMARY	ADOPTED 2024	AMENDED 2025	AMENDED 2026	AMENDED 2027	AMENDED 2028	AMENDED 2029	FY24-29 TOTAL
General Government Projects		\$29,912,601	\$36,788,293	\$21,016,401	\$7,652,000	\$8,353,482	\$103,722,777
Water Projects	\$5,339,946	\$22,153,267	\$7,166,436	\$23,921,368	\$6,291,459	\$6,241,520	\$71,113,996
Sewer Projects	\$4,587,984	\$1,180,570	\$30,729,606	\$17,691,654	\$10,245,000	\$5,310,000	\$69,744,814
TIF 2 Projects		\$506,578					\$506,578
4A Projects		\$5,401,277	\$5,000,000	\$9,500,000	\$15,000,000	\$0	\$34,901,277
4B Projects		\$7,903,232	\$1,214,661	\$1,400,731	\$2,211,792	\$3,349,500	\$16,079,916
Total	\$9,927,930	\$67,057,525	\$80,898,996	\$73,530,154	\$41,400,251	\$23,254,502	\$296,069,358



FY25 Bond Issuance Project List

GO Bonds

- Neighborhood Street Rebuild \$750,000
- Alsbury Phase 2 Hulen to CR 1020 \$5,646,260
- Hulen Widening Project \$2,000,000

CO Bonds

- Fire Station #1 \$1,100,000
- Police HQ Expansion \$7,606,145
- Alsbury Phase 1B from Candler to Hulen \$2,815,444
- Alsbury Phase 2 Hulen to CR 1020 \$2,116,276
- Hulen Widening Project \$2,267,711
- Additional Pavement Rehab \$1,000,000
- Village Creek Parkway Expansion \$1,660,765

CO Bonds (Equipment)

- Two Fire Engines & Equipment \$2,600,000
- Eight Storm Sirens \$350,000

Water Bonds (FY24 CIP)

- Waterline Rehabilitation Program \$2,000,000
- Industrial Blvd Pump Station Expansion \$1,192,289
- Service Center Detention \$1,250,000
- 8" Village Creek and 8" CR 715 Water Line Looping -\$246,446
- Offsite Water Supply from Fort Worth \$651,211

Sewer Bonds (FY24 CIP)

- Sewer Line Rehabilitation Program \$3,000,000
- Lift Station Rehabilitations \$832,984
- SE Tarrant Sewer Erosion Control \$600,000
- Sewer Line Easement Acquisition Mockingbird to CR913 - \$155,000



FY25 Bond Issuance Project List (Continued)

4A Bonds

- Alsbury Blvd Phase 3 \$4,001,277
- Lakewood Drive Extension \$100,000
- Project Wave \$800,000
- West Side Infrastructure \$500,000

TIF 2 Bonds

- Ellison & Wilson Sidewalk ADA \$233,377
- Old Town Lighting Improvements \$273,201

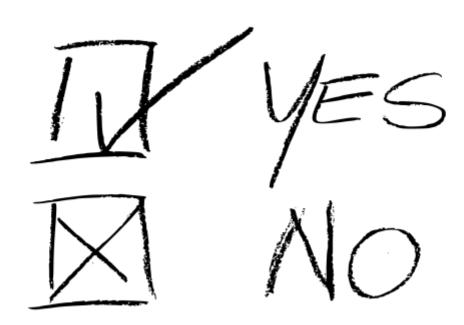
4B Bonds

- Centennial \$525,000
- Chisenhall Field Turf \$2,205,000
- Adult Softball Fields \$2,163,000
- Shannon Creek Park \$1,881,675
- Community Park \$540,750
- Natatorium Indoor Play Structure \$443,674
- Russell Farm Chesapeake Building HVAC and Facility Improvements - \$54,133
- Green Ribbon \$90,000



Council Considerations

Consider and take possible action on a resolution amending the five-year Capital Improvement Plan (CIP) for Fiscal Year 2025-2029.



Questions / Comments



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING THE CAPITAL IMPROVEMENT PLAN (CIP) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND TERMINATING SEPTEMBER 30, 2025; AND APPROVING AN EFFECTIVE DATE.

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

WHEREAS, on September 9, 2024, the City Council adopted the Fiscal Year 2025-2029 Capital Improvement Plan; and

WHEREAS, on November 18, 2024, the City Council adopted a resolution to amend the City's Fiscal Year 2025-2029 Capital Improvement Plan; and

WHEREAS, City Council desires to adopt an amended Capital Improvement Plan for Fiscal Year 2025-2029 as provided herein.

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

Section 1.

The City Council hereby amends the five-year Capital Improvement Plan for Fiscal Year 2025-2029 attached as Exhibit A, attached hereto and incorporated herein by reference for all purposes.

Section 2.

This Resolution shall	become effective from	m and after its date of passage in accordance with law.
PASSED, APPROVI	ED, AND DULY RES	SOLVED by the City Council of the City of Burleson,
Texas, on the	day of	, 2025.
		Chris Fletcher, Mayor
		City of Burleson, Texas
ATTEST:		APPROVED AS TO FORM & LEGALITY:
Amanda Campos, Cit	ty Secretary	Matt Ribitzki., City Attorney

Attachments: Exhibit A

General Government CIP FY25-29

							Total Per Project
Project#	Project Name	2025	2026	2027	2028	2029	(FY25-29)
ST2_50	Neighborhood Street Rebuilds	\$750,000	\$750,000	\$261,876	\$750,000	\$2,597,953	\$5,109,829
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$5,646,260					\$5,646,260
FA2301	Police Expansion		\$13,607,500	\$16,409,500			\$30,017,000
ST2501	SH 174 Widening (Schematic & Environmental)				\$750,000		\$750,000
ST2501 ST2501 ST2503	Hulen at Wilshire Intersection	\$200,000	\$1,501,027				\$1,701,027
312306	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$1,800,000	\$6,003,653				\$7,803,653
ST2503	Elk, Hilbide, & FM731- Ped. & Int. Improvements		\$204,871	\$403,834			\$608,705
FA2601	Fire Station #4				\$2,500,000		\$2,500,000
ST2601	FM 1902 and CR 910 Pedestrian Mobility		\$300,000	\$1,189,901			\$1,489,901
ST2602	Wilshire Blvd. (SH174) Construction Documents (Wicker Hill to City Limits)					\$1,600,000	\$1,600,000
FA2302	Fire Station #1	\$1,100,000					\$1,100,000
FA2301	Police Expansion	\$7,606,145					\$7,606,145
ST2302	Alsbury Ph. 1B -Candler to Hulen Outside Lanes	\$2,815,444					\$2,815,444
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$2,116,276					\$2,116,276
ST2306*	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$2,267,711	\$11,770,242				\$14,037,953
ST2503	Elk, Hillside, & FM731- Ped. & Int. Improvements			\$705,749			\$705,749
ST2_50	Additional Pavement Rehab	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
167361	Quiet Zone at Dobson Street and County Road 714			\$1,045,541			\$1,045,541
ST2309	Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match)	\$1,660,765					\$1,660,765
FR2501	Two Fire Engines & Equipment	\$2,600,000					\$2,600,000
FR2502	Eight Storm Sirens	\$350,000					\$350,000
	Two New Ambulances		\$1,326,000				\$1,326,000
	One Replacement Street Sweeper		\$325,000				\$325,000
	Four Replacement Ambulances				\$2,652,000		\$2,652,000
	One New Ladder Truck					\$2,438,197	\$2,438,197
	One New Brush Truck					\$367,332	\$367,332
	One Replacement BearCat					\$350,000	\$350,000
	Total	\$29,912,601	\$36,788,293	\$21,016,401	\$7,652,000	\$8,353,482	\$103,722,777

Water and Sewer CIP FY25-29

							Total Per Project
Project#	Water Projects Name	2025	2026	2027	2028	2029	(FY25-29)
WW2_90	Waterline Rehabilitation		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$8,000,000
WA2301	Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission	\$15,913,678	\$3,857,228				\$19,770,906
WA2302	12" Willow Creek Waterline Looping	\$837,619					\$837,619
WA2401	Hulen Ground Storage Tank Rehabilitation		\$152,000	\$1,354,557			\$1,506,557
DR2301	Service Center Detention						\$0
WA2403	8" Village Creek and 8" CR 715 Water Line Looping	\$1,177,838					\$1,177,838
WA2502	Mountain Valley EST and GST Demolition		\$84,395	\$752,333			\$836,728
ST2306*	16" Hulen Street Waterline	\$464,889		\$5,853,180			\$6,318,069
WA2503	12" Waterline Loop for Mountain Valley	\$410,248	\$1,072,813				\$1,483,061
WA2306	Offsite Water Supply from Fort Worth	\$2,193,995		\$13,486,298			\$15,680,293
WA2602	Hulen Pump Station Expansion				\$391,255	\$2,804,349	\$3,195,604
	New Mountain Valley 0.75 MG EST			\$475,000	\$3,200,000		\$3,675,000
WA2701	Turkey Peak Elevated Storage Tank Rehabilitation				\$200,211	\$1,437,171	\$1,637,382
WA2702	Hidden Creek Pkwy Tank Rehab				\$499,993		\$499,993
WA26	PLC Upgra de Project	\$1,155,000					\$1,155,000
	Water Bond Total	\$22,153,267	\$7,166,436	\$23,921,368	\$6,291,459	\$6,241,520	\$65,774,050

							Total Per Project
Project#	Sewer Projects Name	2025	2026	2027	2028	2029	(FY25-29)
WW2_90	Sewer Line Rehabilitation		\$1,687,839	\$3,000,000	\$3,000,000	\$3,000,000	\$10,687,839
WW 2301	Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	\$344,794	\$24,178,034	\$3,500,000			\$28,022,828
WW 2302	Lift Station Rehabilitations						\$0
WW2401	SE Tarrant Sewer Erosion Control (aka Sewer Line Protection - Booger Creek Imp.)						\$0
WW 2402	Sewer Line Easement Acquisition- Mockingbird to CR913						\$0
WW 2502	Parkview Dr Sewer Upsizing to 10"		\$139,285	\$1,000,558			\$1,139,843
WW2601	12" Wastewater line Replacement in Village Creek Basin (Golf Course)	\$317,776	\$2,454,224				\$2,772,000
WW26	Phase II - 24" Parallel Sewer from FM 731 to Village Creek				\$3,780,000	\$2,310,000	\$6,090,000
WW26	FM 917 and 35W Lift Station and Pressure Main		\$600,724	\$3,681,096			\$4,281,820
WW26	Future Sewer Capacity Study		\$105,000				\$105,000
WW26	Chisholm West Lift Station Force Main / Collector		\$913,500	\$6,510,000			\$7,423,500
WW26	Hyder Ranch Masterplan Sewer (G-B, G-C & C-H)				\$3,465,000		\$3,465,000
WW26	Legacy Hill Sewer Extension		\$651,000				\$651,000
	Sewer Vacuum Truck	\$518,000					\$518,000
	Sewer Bond Total	\$1,180,570	\$30,729,606	\$17,691,654	\$10,245,000	\$5,310,000	\$65,156,830
	Water & Sewer Bond Total	\$23,333,837	\$37,896,042	\$41,613,022	\$16,536,459	\$11,551,520	\$130,930,880

4A CIP FY25-29

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

4B CIP FY25-29

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

TIF CIP FY25-29

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

Proposed CIP Fund Adjustments

AMENDED FUND SUMMARY	ADOPTED 2024	AMENDED 2025	AMENDED 2026	AMENDED 2027	AMENDED 2028	AMENDED 2029	FY24-29 TOTAL
General Government Projects		\$29,912,601	\$36,788,293	\$21,016,401	\$7,652,000	\$8,353,482	\$103,722,777
Water Projects	\$5,339,946	\$22,153,267	\$7,166,436	\$23,921,368	\$6,291,459	\$6,241,520	\$71,113,996
Sewer Projects	\$4,587,984	\$1,180,570	\$30,729,606	\$17,691,654	\$10,245,000	\$5,310,000	\$69,744,814
TIF 2 Projects		\$506,578					\$506,578
4A Projects		\$5,401,277	\$5,000,000	\$9,500,000	\$15,000,000	\$0	\$34,901,277
4B Projects		\$7,903,232	\$1,214,661	\$1,400,731	\$2,211,792	\$3,349,500	\$16,079,916
Total	\$9,927,930	\$67,057,525	\$80,898,996	\$73,530,154	\$41,400,251	\$23,254,502	\$296,069,358



City Council Regular Meeting

DEPARTMENT: Finance

FROM: Harlan Jefferson, Deputy City Manager

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a resolution of the City Council of the City of Burleson, Texas, directing publication of notice of intentions to issue combination tax and revenue certificates of obligation; and resolving other matters relating to the subject. (Staff Contact: Harlan Jefferson, Deputy City Manager)

SUMMARY:

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

- \$21,516,341 General Government (General Fund)
- \$ 9,927,930 Water and Sewer (Self-Supported)
- \$ 5,401,277
 4A Economic Development Corporation (Self-Supported)
- \$ 7,903,232 4B Community Service Corporation (Self-Supported)
- \$ 506,578 TIF #2 (Self-Supported)
 - \$ 45,255,358 Total

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

To begin the bond issuance process and notification, Council action is required to approve a resolution of the Notice of Intent to issue Certificates of Obligation. Additionally, we anticipate issuing \$8,396,260 in General Obligation Bonds at the same time as we issue the Certificates of Obligation. The additional debt is associated with the 2022 General Obligation Bond Program.

OPTIONS:

Approve the resolution

Deny the resolution with changes

Deny the resolution

RECOMMENDATION:

Staff recommends approval of the resolution.

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

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

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

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

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

FISCAL IMPACT:

NA

STAFF CONTACT:

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



Notice of Intent to Issue Bonds

Present to City Council on June 16, 2025

Notice of Intent Summary

- Notice to issue Certificate of Obligation bonds not to exceed \$45,260,000
 - \$ 21,516,341 General Government COs
 - \$ 9,927,930 Water and Sewer COs
 - \$ 5,401,277 4A Economic Development Corporation COs
 - \$ 7,903,232 4B Community Service Corporation COs
 - \$ 506,578 TIF #2 COs
- On August 4, 2025, staff will present an ordinance authorizing the issuance of the Certificates of Obligation Bonds.
- Staff will also present an ordinance authorizing the issuance of General Obligation Bonds for \$8,396,260.
- The General Obligation Bond program was approved by voters on May 7, 2022.
- The proposed amounts for debt issuance will be rounded to the nearest \$5,000.

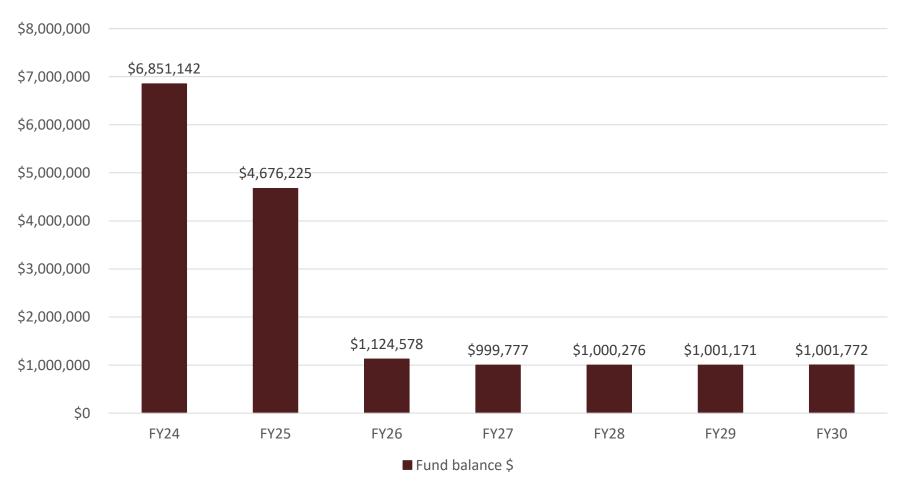
NOTE: City assumes it will issue reimbursement resolution in year 1 of CIP, issue debt in year 2, and begin payments in year 3

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

		*	*				Total Per Project
Project#	Project Name	2025	2026	2027	2028	2029	(FY25-29)
	GO Bond Projects						
ST2_50	Neighborhood Street Rebuilds	\$750,000	\$750,000	\$261,876	\$750,000	\$2,597,953	\$5,109,829
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$5,646,260					\$5,646,260
FA2301	Police Expansion		\$13,607,500	\$16,409,500			\$30,017,000
ST2501	SH174 Widening (Schematic & Environmental)				\$750,000		\$750,000
ST2306	Hulen at Wilshire Intersection	\$200,000	\$1,501,027				\$1,701,027
312300	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$1,800,000	\$6,003,653				\$7,803,653
ST2503	Elk, Hillside, & FM731- Ped. & Int. Improvements		\$204,871	\$403,834			\$608,705
FA2601	Fire Station #4				\$2,500,000		\$2,500,000
ST2601	FM 1902 and CR 910 Pedestrian Mobility		\$300,000	\$1,189,901			\$1,489,901
ST2602	Wilshire Blvd. (SH174) Construction Documents (Hulen to City Limits)					\$1,600,000	\$1,600,000
	Additional Projects and Funding						
FA2302	Fire Station #1	\$1,100,000					\$1,100,000
FA2301	Police Expansion	\$7,606,145					\$7,606,145
ST2302	Alsbury Ph. 1B -Candler to Hulen Outside Lanes	\$2,815,444					\$2,815,444
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$2,116,276					\$2,116,276
ST2306*	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$2,267,711	\$11,770,242				\$14,037,953
ST2503	Elk, Hillside, & FM731- Ped. & Int. Improvements			\$705,749			\$705,749
ST2_50	Additional Pavement Rehab	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
167361	Quiet Zone at Dobson Street and County Road 714			\$1,045,541			\$1,045,541
ST2309	Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match)	\$1,660,765					\$1,660,765
FR2501	Two Fire Engines & Equipment	\$2,600,000					\$2,600,000
FR2502	Eight Storm Sirens	\$350,000					\$350,000
	Two New Ambulances		\$1,326,000				\$1,326,000
	One Replacement Street Sweeper		\$325,000				\$325,000
	Four Replacement Ambulances				\$2,652,000		\$2,652,000
	One New Ladder Truck					\$2,438,197	\$2,438,197
	One New Brush Truck					\$367,332	\$367,332
	One Replacement BearCat					\$350,000	\$350,000
	GO Bond TOTAL	\$8,396,260	\$22,367,051	\$18,265,111	\$4,000,000	\$4,197,953	\$57,226,375
	GO Capacity TOTAL	\$21,516,341	\$14,421,242	\$2,751,290	\$3,652,000	\$4,155,529	\$46,496,402
	CASH	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	OTHER	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	Total all funding sources	\$29,912,601	\$36,788,293	\$21,016,401	\$7,652,000	\$8,353,482	\$103,722,7 <mark>77</mark>

6/11/2025

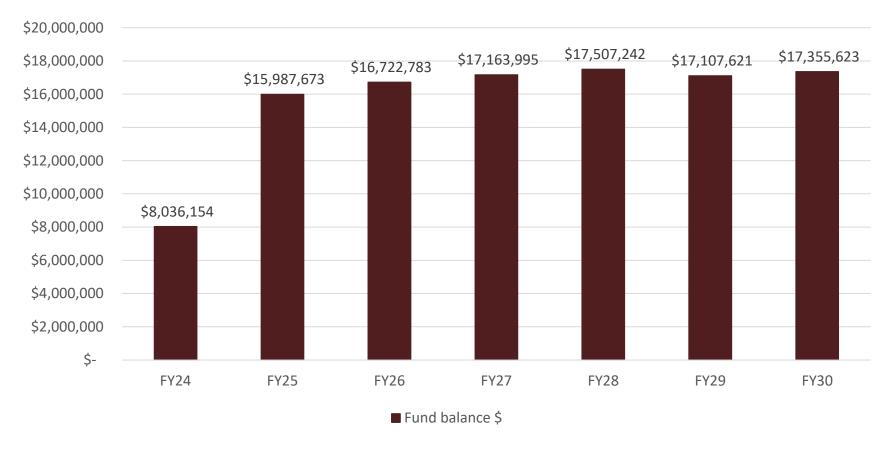
General Debt Service Fund



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

								Total Per Project
Project #	Water Projects Name	2024	2025	2026	2027	2028	2029	(FY24-29)
WW2_90	Waterline Rehabilitation	\$2,000,000		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000
WA2301	Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission	\$1,192,289	\$15,913,678	\$3,857,228				\$20,963,195
WA2302	12" Willow Creek Waterline Looping		\$837,619					\$837,619
WA2401	Hulen Ground Storage Tank Rehabilitation			\$152,000	\$1,354,557			\$1,506,557
DR2301	Service Center Detention	\$1,250,000						\$1,250,000
WA2403	8" Village Creek and 8" CR 715 Water Line Looping	\$246,446	\$1,177,838					\$1,424,284
WA2502	Mountain Valley EST and GST Demolition			\$84,395	\$752,333			\$836,728
ST2306*	16" Hulen Street Waterline		\$464,889		\$5,853,180			\$6,318,069
WA2503	12" Waterline Loop for Mountain Valley		\$410,248	\$1,072,813				\$1,483,061
WA2306	Offsite Water Supply from Fort Worth	\$651,211	\$2,193,995		\$13,486,298			\$16,331,504
WA2602	Hulen Pump Station Expansion					\$391,255	\$2,804,349	\$3,195,604
	New Mountain Valley 0.75 MG EST				\$475,000	\$3,200,000		\$3,675,000
WA2701	Turkey Peak Elevated Storage Tank Rehabilitation					\$200,211	\$1,437,171	\$1,637,382
WA2702	Hidden Creek Pkwy Tank Rehab					\$499,993		\$499,993
WA26	PLC Upgrade Project		\$1,155,000					\$1,155,000
	Water Bond Total	\$5,339,946	\$22,153,267	67.455.435	\$23,921,368	\$6,291,459	\$6,241,520	\$71,113,996
	Water Bolla Total	33,333,340	\$22,155,207	\$7,166,436	\$25,921,508	30,231,433	30,241,320	\$71,113,550
	Trace Bond Total	\$3,335,540	\$22,133,207	\$7,166,436	\$25,921,508	\$0,231,433	30,241,320	Total Per Project
Project #	Sewer Projects Name	2024	2025	2026	2027	2028	2029	
								Total Per Project
WW2_90	Sewer Projects Name	2024		2026	2027	2028	2029	Total Per Project (FY24-29)
WW2_90 WW2301	Sewer Projects Name Sewer Line Rehabilitation	2024	2025	2026 \$1,687,839	2027 \$3,000,000	2028	2029	Total Per Project (FY24-29) \$13,687,839
WW2_90 WW2301 WW2302	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	2024 \$3,000,000	2025	2026 \$1,687,839	2027 \$3,000,000	2028	2029	Total Per Project (FY24-29) \$13,687,839 \$28,022,828
WW2_90 WW2301 WW2302 WW2401	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) Lift Station Rehabilitations	2024 \$3,000,000 \$832,984	2025	2026 \$1,687,839	2027 \$3,000,000	2028	2029	Total Per Project (FY24-29) \$13,687,839 \$28,022,828 \$832,984
WW2_90 WW2301 WW2302 WW2401 WW2402	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) Lift Station Rehabilitations SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im	2024 \$3,000,000 \$832,984 \$600,000	2025	2026 \$1,687,839	2027 \$3,000,000	2028	2029	Total Per Project (FY24-29) \$13,687,839 \$28,022,828 \$832,984 \$600,000
WW2_90 WW2301 WW2302 WW2401 WW2402 WW2502	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) Lift Station Rehabilitations SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im Sewer Line Easement Accuisition - Mockingbird to CR913	2024 \$3,000,000 \$832,984 \$600,000	2025	2026 \$1,687,839 \$24,178,034	2027 \$3,000,000 \$3,500,000	2028	2029	Total Per Project (FY24-29) \$13,687,839 \$28,022,828 \$832,984 \$600,000 \$155,000
WW2_90 WW2301 WW2302 WW2401 WW2402 WW2502	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) Lift Station Rehabilitations SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im Sewer Line Easement Accuisition - Mockingbird to CR913 Parkview Dr Sewer Upsizing to 10"	2024 \$3,000,000 \$832,984 \$600,000	2025 \$344,794	2026 \$1,687,839 \$24,178,034 \$139,285	2027 \$3,000,000 \$3,500,000	2028	2029	Total Per Project (FY24-29) \$13,687,839 \$28,022,828 \$832,984 \$600,000 \$155,000 \$1,139,843
WW2_90 WW2301 WW2302 WW2401 WW2402 WW2502 WW2601	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) Lift Station Rehabilitations SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im Sewer Line Easement Accuisition - Mockingbird to CR913 Parkview Dr Sewer Upsizing to 10" 12" Wastewater line Replacement in Village Creek Basin (Golf Course)	2024 \$3,000,000 \$832,984 \$600,000	2025 \$344,794	2026 \$1,687,839 \$24,178,034 \$139,285	2027 \$3,000,000 \$3,500,000	2028 \$3,000,000	2029 \$3,000,000	Total Per Project (FY24-29) \$13,687,839 \$28,022,828 \$832,984 \$600,000 \$155,000 \$1,139,843 \$2,772,000
WW2_90 WW2301 WW2302 WW2401 WW2402 WW2502 WW2601 WW26_	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) Lift Station Rehabilitations SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im Sewer Line Easement Accuisition - Mockingbird to CR913 Parkview Dr Sewer Upsizing to 10" 12" Wastewater line Replacement in Village Creek Basin (Golf Course) Phase II - 24" Parallel Sewer from FM 731 to Village Creek	2024 \$3,000,000 \$832,984 \$600,000	2025 \$344,794	\$1,687,839 \$24,178,034 \$139,285 \$2,454,224	\$3,000,000 \$3,500,000 \$1,000,558	2028 \$3,000,000	2029 \$3,000,000	Total Per Project (FY24-29) \$13,687,839 \$28,022,828 \$832,984 \$600,000 \$155,000 \$1,139,843 \$2,772,000 \$6,090,000
WW2_90 WW2301 WW2302 WW2401 WW2402 WW2502 WW2601 WW26_ WW26_	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) Lift Station Rehabilitations SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im Sewer Line Easement Accuisition - Mockingbird to CR913 Parkview Dr Sewer Upsizing to 10" 12" Wastewater line Replacement in Village Creek Basin (Golf Course) Phase II - 24" Parallel Sewer from FM 731 to Village Creek FM 917 and 35W Lift Station and Pressure Main	2024 \$3,000,000 \$832,984 \$600,000	2025 \$344,794	\$1,687,839 \$24,178,034 \$139,285 \$2,454,224 \$600,724	\$3,000,000 \$3,500,000 \$1,000,558	2028 \$3,000,000	2029 \$3,000,000	Total Per Project (FY24-29) \$13,687,839 \$28,022,828 \$832,984 \$6600,000 \$155,000 \$1,139,843 \$2,772,000 \$6,090,000 \$4,281,820
WW2_90 WW2301 WW2302 WW2401 WW2402 WW2502 WW2601 WW26_ WW26_ WW26_	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) Lift Station Rehabilitations SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im Sewer Line Easement Accuisition - Mockingbird to CR913 Parkview Dr Sewer Upsizing to 10" 12" Wastewater line Replacement in Village Creek Basin (Golf Course) Phase II - 24" Parallel Sewer from FM 731 to Village Creek FM 917 and 35W Lift Station and Pressure Main Future Sewer Capacity Study	2024 \$3,000,000 \$832,984 \$600,000	2025 \$344,794	\$1,687,839 \$24,178,034 \$139,285 \$2,454,224 \$600,724 \$105,000	\$3,000,000 \$3,500,000 \$3,500,000 \$1,000,558 \$3,681,096	2028 \$3,000,000	2029 \$3,000,000	Total Per Project (FY24-29) \$13,687,839 \$28,022,828 \$832,984 \$600,000 \$155,000 \$1,139,843 \$2,772,000 \$6,090,000 \$4,281,820 \$105,000
WW2_90 WW2301 WW2302 WW2401 WW2402 WW2502 WW2601 WW26_ WW26_ WW26_ WW26_	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) Lift Station Rehabilitations SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im Sewer Line Easement Accuisition - Mockingbird to CR913 Parkview Dr Sewer Upsizing to 10" 12" Wastewater line Replacement in Village Creek Basin (Golf Course) Phase II - 24" Parallel Sewer from FM 731 to Village Creek FM 917 and 35W Lift Station and Pressure Main Future Sewer Capacity Study Chisholm West Lift Station Force Main / Collector	2024 \$3,000,000 \$832,984 \$600,000	2025 \$344,794	\$1,687,839 \$24,178,034 \$139,285 \$2,454,224 \$600,724 \$105,000	\$3,000,000 \$3,500,000 \$3,500,000 \$1,000,558 \$3,681,096	2028 \$3,000,000 \$3,780,000	2029 \$3,000,000	Total Per Project (FY24-29) \$13,687,839 \$28,022,828 \$832,984 \$600,000 \$155,000 \$1,139,843 \$2,772,000 \$6,090,000 \$4,281,820 \$105,000 \$7,423,500
WW2_90 WW2301 WW2401 WW2402 WW2502 WW2601 WW26_ WW26_ WW26_ WW26_ WW26_ WW26_	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) Lift Station Rehabilitations SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im Sewer Line Easement Accuisition - Mockingbird to CR913 Parkview Dr Sewer Upsizing to 10" 12" Wastewater line Replacement in Village Creek Basin (Golf Course) Phase II - 24" Parallel Sewer from FM 731 to Village Creek FM 917 and 35W Lift Station and Pressure Main Future Sewer Capacity Study Chisholm West Lift Station Force Main / Collector Hyder Ranch Masterplan Sewer (G-B, G-C & C-H)	2024 \$3,000,000 \$832,984 \$600,000	2025 \$344,794	\$1,687,839 \$24,178,034 \$139,285 \$2,454,224 \$600,724 \$105,000 \$913,500	\$3,000,000 \$3,500,000 \$3,500,000 \$1,000,558 \$3,681,096	2028 \$3,000,000 \$3,780,000	2029 \$3,000,000	Total Per Project (FY24-29) \$13,687,839 \$28,022,828 \$832,984 \$600,000 \$155,000 \$1,139,843 \$2,772,000 \$6,090,000 \$4,281,820 \$105,000 \$7,423,500 \$3,465,000
WW2_90 WW2301 WW2401 WW2402 WW2502 WW2601 WW26_ WW26_ WW26_ WW26_ WW26_	Sewer Projects Name Sewer Line Rehabilitation Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors) Lift Station Rehabilitations SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im Sewer Line Easement Accuisition - Mockingbird to CR913 Parkview Dr Sewer Upsizing to 10" 12" Wastewater line Replacement in Village Creek Basin (Golf Course) Phase II - 24" Parallel Sewer from FM 731 to Village Creek FM 917 and 35W Lift Station and Pressure Main Future Sewer Capacity Study Chisholm West Lift Station Force Main / Collector Hyder Ranch Masterplan Sewer (G-B, G-C & C-H) Legacy Hill Sewer Extension	2024 \$3,000,000 \$832,984 \$600,000	\$344,794 \$317,776	\$1,687,839 \$24,178,034 \$139,285 \$2,454,224 \$600,724 \$105,000 \$913,500	\$3,000,000 \$3,500,000 \$3,500,000 \$1,000,558 \$3,681,096	2028 \$3,000,000 \$3,780,000	2029 \$3,000,000	Total Per Project (FY24-29) \$13,687,839 \$28,022,828 \$832,984 \$6600,000 \$155,000 \$1,139,843 \$2,772,000 \$6,090,000 \$4,281,820 \$105,000 \$7,423,500 \$3,465,000 \$651,000

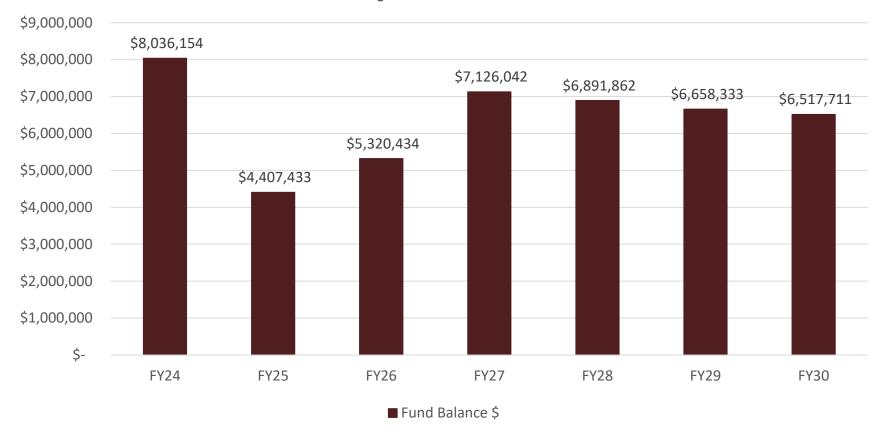
Water and Wastewater Fund



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

							Total Per Project
Project#	4A Projects Name	2025	2026	2027	2028	2029	(FY25-29)
ST2301	Alsbury Blvd	\$4,001,277		\$5,000,000	\$5,000,000		\$14,001,277
DV2302	Lakewood Drive Extension	\$100,000		\$4,000,000			\$4,100,000
	Hooper Business Park Sign			\$500,000			\$500,000
	Future Project				\$10,000,000		\$10,000,000
	Project Wave	\$800,000					\$800,000
	West Side Infrastructure	\$500,000	\$5,000,000				\$5,500,000
	Office Building	\$1,100,000					\$1,100,000
	4A Bond Total	\$6,501,277	\$5,000,000	\$9,500,000	\$15,000,000	\$0	\$36,001,277

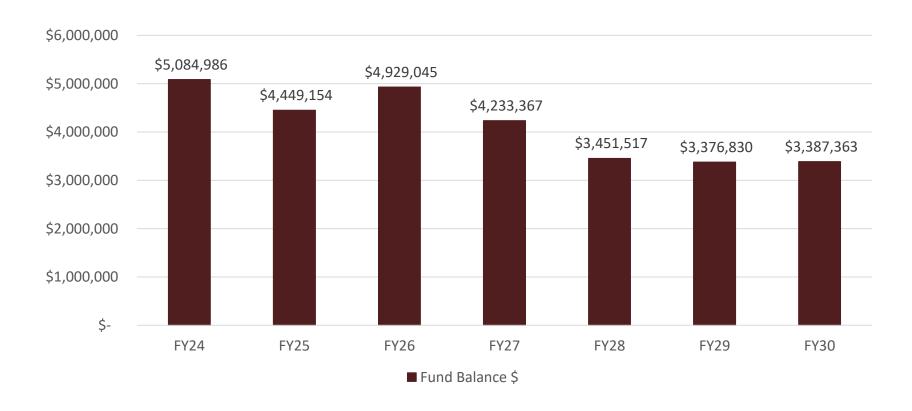
4A Corporation Fund



4B Capital Projects Plan FY 2025-2029

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

4B Corporation Fund

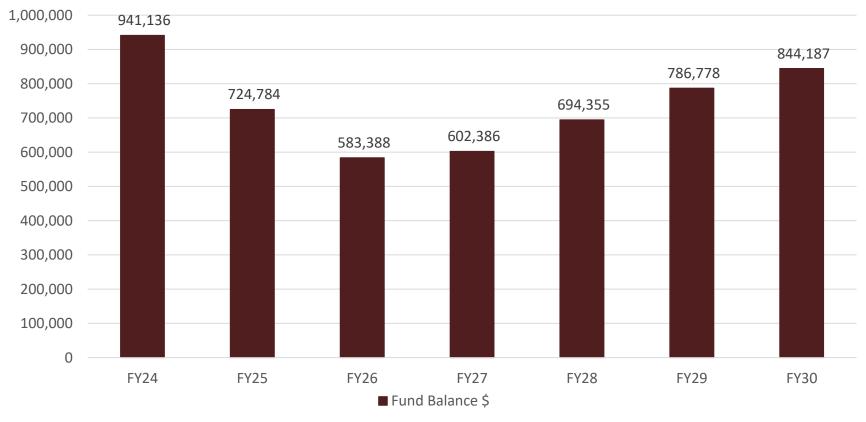


TIF2 5-Year CIP Plan FY 2025-2029 (Revised)

							Total Per Project
Project#	TIF 2 Project Name	2025	2026	2027	2028	2029	(FY25-29)
ST2508	Ellison & Wilson- Sidewalk ADA	\$233,377					\$233,377
ST2509	Old Town Lighting Improvements (Bransom & Bufford)	\$273,201					\$273,201
	East Ellison Mobility				\$500,000	\$5,000,000	\$5,500,000
	Total	\$506,578	\$0	\$0	\$500,000	\$5,000,000	\$6,006,578

6/11/2025

TIF2 Fund



What is a Parameters Ordinance?

- A legal ordinance passed by a city council or governing body
- . Authorizes issuance of municipal bonds
- Delegates authority to finalize details within specified parameters
- . Also called a "delegation ordinance"

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Key Elements of a Parameters Ordinance

- Authorizes the purpose and general terms of bond issuance
- . Sets limits on:
 - Maximum principal amount
 - . Maximum interest rate
 - Maximum maturity (years)
 - Latest sale date
- Delegates to designated official (e.g., City Manager or Finance Director)

Legal Authority in Texas

- . Texas Government Code Section 1207.007
- . Applies to both new money and refunding bonds
- . Allows delegation of final bond terms for up to 1 year after the ordinance is adopted

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Why Use a Parameters Ordinance?

- Market Responsiveness: Time the sale to secure favorable rates
- . Efficiency: Avoid repeated council meetings
- . Control: The Governing body still sets firm boundaries
- Delegated Expertise: Utilizes staff and advisors to manage complex transactions

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Example Scenario

- . Council passes a parameters ordinance:
 - Up to \$10 million in bonds
 - Not to exceed 5% interest
 - Term not to exceed 20 years
 - The sale must occur within 180 days
- City Manager authorized to finalize sale within those parameters

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6/11/2025

Summary Parameters Ordinances

- Parameters ordinances provide flexibility without sacrificing oversight
- . Useful for both refunding and new money issuances
- . Empower cities to act strategically in a dynamic bond market

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Debt Issuance Calendar

Complete By	Day	Event
8-May-25	Thursday	HilltopSecurities requests information for preparation of the Official Statement
15-May-25	Thursday	HilltopSecurities receives requested information. HilltopSecurities begins preparation of the Official Statement
5-Jun-25	Thursday	1st Draft Official Statement distributed to the City and Bond Counsel
12-Jun-25	Thursday	HilltopSecurities receives comments on 1st Draft of Official Statement
16-Jun-25	Monday	Council meeting to approve Resolution directing staff to proceed with bond issuance process & approve publication of Notice of Intent for CO's
19-Jun-25	Thursday	2nd Draft Official Statement distributed to the City and Bond Counsel
19-Jun-25	Thursday	1st Notice of Intent published for CO's
26-Jun-25	Thursday	2nd Notice of Intent published for CO's
26-Jun-25	Thursday	HilltopSecurities receives comments on 2nd Draft of Official Statement
30-Jun-25	Monday	Distribute POS to Rating Agencies
Week of July	7th - 11th	Rating Calls

Debt Issuance Calendar Continued

Complete By	Day	Event
25-Jul-25	Friday	Receive Ratings
28-Jul-25	Monday	Electronically Post Official Statement to Potential Purchasers
4-Aug-25	Monday	City Council passes Ordinances authorizing issuance of the Certificates
28-Aug-25	Thursday	Bond and Certificate Closing and Delivery of Funds to the City

QUESTIONS/COMMENTS

Options

- Approve or Deny Notice of Intent Resolution
- Staff recommends approval of Resolution

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CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS	§
COUNTIES OF JOHNSON AND TARRANT	§ § §
CITY OF BURLESON	§
I, the undersigned officer of the City of Burleson	ı, Texas (the "City"), hereby certify as follows:
1. The City Council of the City (the "City Co THE 16 TH DAY OF JUNE, 2025 (the "Meeting"), and t and members of the City Council, to-wit:	uncil") convened in REGULAR MEETING ON he roll was called of the duly constituted officers
Chris Fletcher, Mayor	Larry Scott
Victoria Johnson	Dan McClendon
Phil Anderson	Adam Russell
Alexa Boedeker	
Amanda Campos, City Secretary	
and all of such persons were present except,	, thus constituting a quorum. insacted at the Meeting: a written
A RESOLUTION OF THE CITY COUNCI TEXAS, DIRECTING PUBLICATION OF N COMBINATION TAX AND REVENUE O AND RESOLVING OTHER MATTERS REL	OTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION;
was duly introduced for the consideration of the City C then duly moved and seconded that the Resolution be carrying with it the adoption of the Resolution, prevail "AYE" except the following:	adopted; and, after due discussion, the motion,
NOES:	ABSTAIN:
2. That a true, full, and correct copy of the Research follows this Certificate; that the Resolution has been du Meeting; that the above and foregoing paragraph is Council's minutes of the Meeting pertaining to the adopthe above and foregoing paragraph are the duly chosen, City Council as indicated therein; that each of the office sufficiently notified officially and personally, in advance and that the Resolution would be introduced and consider officers and members consented, in advance, to the hold	a true, full, and correct excerpt from the City otion of the Resolution, that the persons named in qualified, and acting officers and members of the rs and members of the City Council was duly and e, of the time, place, and purpose of the Meeting, ered for adoption at the Meeting, and each of such

Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was

given, all as required by Chapter 551, Texas Government Code.

Amanda Campos, City Secretary	
[CITY SEAL]	

SIGNED AND SEALED this June 16, 2025.

CERTIFICATE FOR A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

SOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Burleson, Texas, as hereinafter provided; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of expenditures in connection with the design, planning, acquisition and construction of the projects described in the form of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation attached hereto (the "Projects") will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the Certificates of Obligation to finance the Projects; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

- **Section 1**. Attached hereto is a form of the Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.
- **Section 2**. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.
- **Section 3**. The City Secretary shall cause said notice to be posted in substantially the form attached hereto, on the City's internet website for at least 45 days before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.
- **Section 4**. That all costs to be reimbursed pursuant to this Resolution will be preliminary expenditures or capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the original expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.
- **Section 5**. The City Council hereby authorizes and directs the Mayor, City Manager, City Secretary, Director of Finance and all other officers, employees and agents of the City, in consultation with the City Attorney, if necessary, to do and perform all such acts and to execute, acknowledge and deliver in the name and on behalf of the City such documents, agreements, certificates and other instruments, whether or not mentioned in this Resolution, as may be necessary or desirable in order to carry out the terms, provisions and actions provided for in this Resolution and in connection with the issuance of the certificates of obligation.
 - **Section 6**. This Resolution shall become effective immediately upon adoption.

PASSED, APPROVED AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the 16 th day of June, 2025.		
ATTEST:		
City Secretary	Mayor	
APPROVED:		
City Attorney		[CITY SEAL]

CITY OF BURLESON, TEXAS NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Burleson, Texas, at its meeting to commence at 5:30 P.M. on August 4, 2025, at its regular meeting place at City Hall, 141 W. Renfro Street, Burleson, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$45,260,000 for paying all or a portion of the City's contractual obligations incurred in connection with: (i) acquiring, constructing, renovating, installing and equipping additions, extensions and improvements for the City's waterworks and sewer system; (ii) acquiring, constructing, renovating and equipping public safety improvements for the police and fire departments, including police station and fire station improvements, the acquisition of fire engines and storm sirens, and related infrastructure and equipment; (iii) acquiring, constructing, renovating and equipping municipal park and recreational improvements, including open space, ball fields, and related infrastructure; (iv) acquiring, constructing, improving, and equipping streets, including related sidewalks, landscaping, streetscaping, drainage, utility line relocations, drainage, public mobility infrastructure improvements, including traffic lighting and signalization, parking, and median improvements; (v) acquiring, constructing, renovating, and equipping administrative offices for the City; (vi) acquiring land and interests in land necessary for such projects; and (vii) paying legal, fiscal, engineering and architectural fees in connection with these projects. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of limited surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended ("Chapter 271").

In accordance with the provisions of Chapter 271, the following information has been provided by the City:

- (a) The principal amount of all outstanding debt obligations of the City is \$176,415,000;
- (b) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$239,344,311;
- (c) The maximum principal amount of the certificates of obligation to be authorized is \$45,260,000;
- (d) The estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$67,125,810;
- (e) The maximum interest rate for the certificates of obligation to be authorized may not exceed the maximum legal interest rate;
- (f) The maximum maturity date of the certificates of obligation to be authorized is March 1, 2045;

The City has not designated any of its outstanding debt listed above as self-supporting for purposes of Chapter 271.

CITY OF BURLESON, TEXAS



City Council Regular Meeting

DEPARTMENT: Capital Engineering

FROM: Travis N. Attanasio, PE, Senior Capital Engineer

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a Professional Services Agreement with Freese & Nichols, Inc. (FNI) for schematic design phase services in conjunction with Alsbury Boulevard - Phase 3 (from Prairie Grove Lane to CR914) in the amount of \$1,645,000 (Project ST2301). (Staff Contact: Travis N. Attanasio, PE, Senior Capital Engineer)

SUMMARY:

The purpose of this project is to provide schematic design and environmental clearance services to remove an existing two-lane undivided asphalt roadway and construct a four-lane divided concrete roadway (with shared use paths on both sides of the roadway, underground drainage system, roadway illumination, 12-inch diameter sanitary sewer line, 12-inch diameter Johnson County Special Utility District (JCSUD) water line, signage and pavement marking, and landscape and irrigation improvements. The location of roadway illumination will be identified by FNI and installed by United Cooperative Services (UCS). The improvements will be constructed within a 120' wide right-of-way that will be acquired with this project. It is expected that the design and construction funding for this project will be state or federal funding; therefore, FNI will provide a design services in accordance with the Texas Department of Transportation (TxDOT) design criteria and project requirements. This contract does not yet include final design, bidding or construction support services. Those services will be added at a later date once the scope is refined more through the TxDOT process.

- TASK 1. PROJECT MANAGEMENT
- TASK 2. 30% SCHEMATIC DESIGN
- TASK 3. 60% SCHEMATIC DESIGN
- TASK 4. 90% AND 100% SCHEMATIC DESIGN
- TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS
- TASK 6. SUBSURFACE UTLIITY ENGINEERING
- TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION

- TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION
- TASK 9. STORMWATER ANALYSIS
- TASK 10. TXDOT COORDINATION

RECOMMENDATION:

Consider approval of a Professional Services Agreement with Freese & Nichols, Inc. for schematic design phase services in conjunction with Alsbury Boulevard - Phase 3 (from Prairie Grove Lane to CR914) in the amount of \$1,645,000.

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

 March 20, 2023 – Approval of a professional services agreement for preliminary design of the Alsbury Phase 3 - Expansion to CR914

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$1,645,000

Account Number(s): 4213101-72010

Fund: Engineering/Capital

Account Description: GO Bond & 4A Bond

STAFF CONTACT:

Travis N. Attanasio, PE Senior Capital Engineer tattanasio@burlesontx.com 817-426-9614



Schematic Design Phase Services for Alsbury Boulevard – Phase 3 (From Prairie Grove Lane to CR 914)

Professional Services Agreement June 16, 2025 Project Background





Project Development Process



Figure 1-1: TxDOT's Project Development Process

Project Information

- 1.75 Miles Principal Arterial 4-Lane Divided Roadway – 120' ROW
 - CR 914 to Prairie Grove Lane

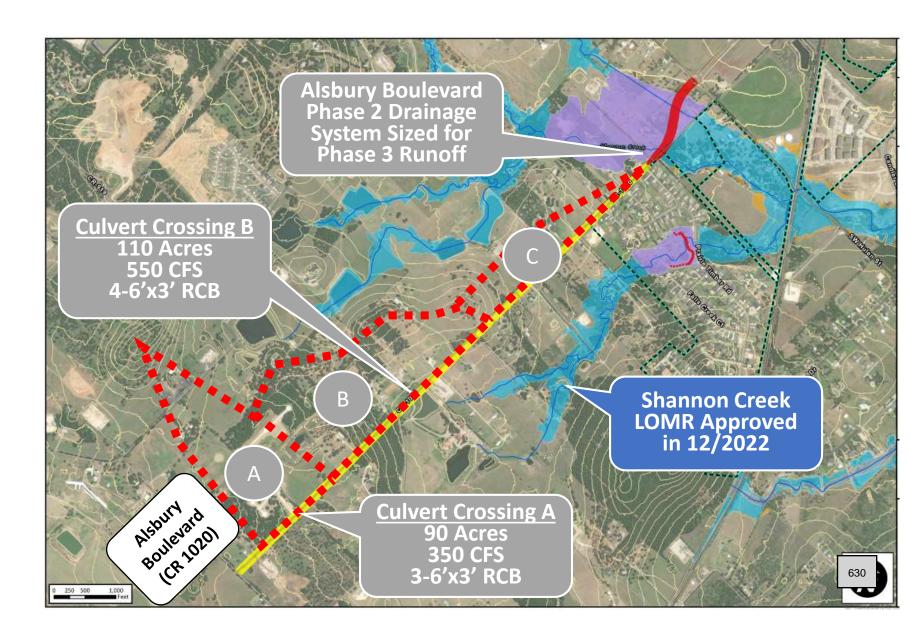


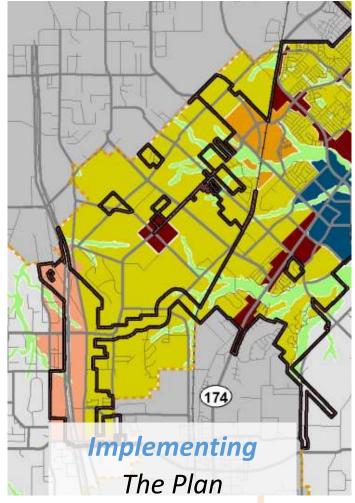




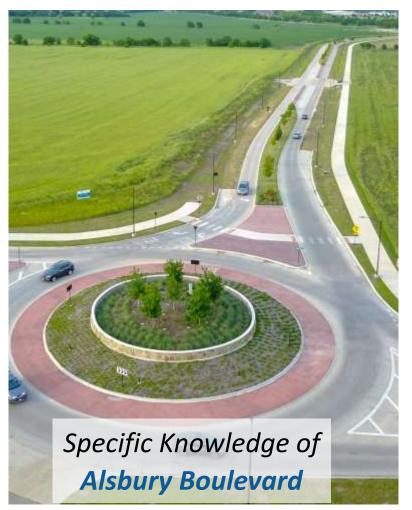
Project Information

- 3 Defined Drainage Areas
 - Future Development
 - Open Channels
 - Easement Areas
 - Existing Ponds





Project Benefits



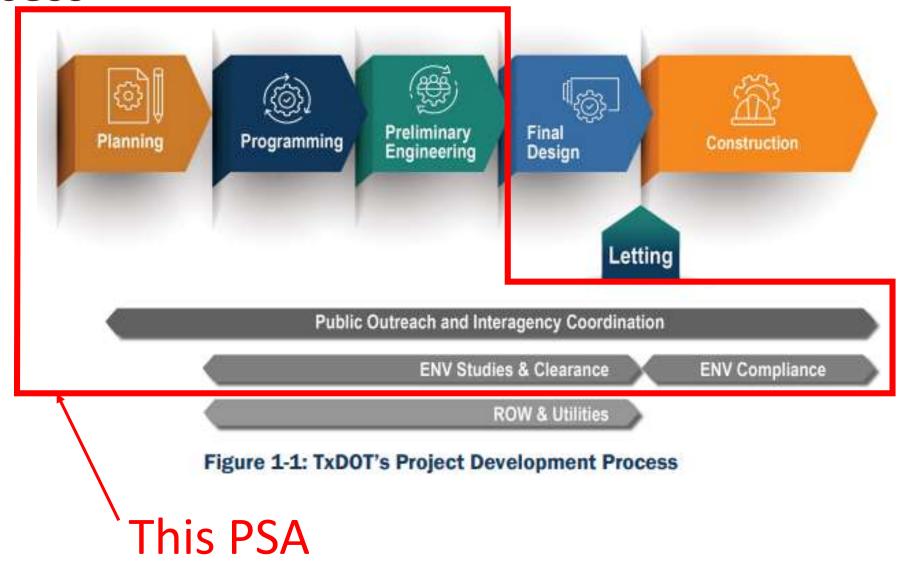
- Freese & Nichols, Inc. selected as consultant
- Same consultant as Alsbury Phases 1 & 2
- Prepared conceptual alignment for Phase 3

Next Steps



- Freese & Nichols, Inc. selected as consultant
- Scope of contract
 - TASK 1. PROJECT MANAGEMENT
 - TASK 2. 30% SCHEMATIC DESIGN
 - TASK 3. 60% SCHEMATIC DESIGN
 - TASK 4. 90% AND 100% SCHEMATIC DESIGN
 - TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS
 - TASK 6. SUBSURFACE UTLIITY ENGINEERING
 - TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION
 - TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION
 - TASK 9. STORMWATER ANALYSIS
 - TASK 10. TXDOT COORDINATION
- Fee: \$1,645,000

Project Development Process



Project Timeline



Today

Professional Services Agreement Approval Summer 2026

30% Schematic Design

Spring 2027

60% Schematic Design



Action Requested

Consider approval of a Professional Services Agreement with Freese & Nichols, Inc. for schematic design phase services in conjunction with Alsbury Boulevard - Phase 3 (from Prairie Grove Lane to CR914) in the amount of \$1,645,000

Questions / Discussion

Travis N. Attanasio, PE Senior Capital Engineer tattanasio@burlesontx.com 817-426-9614



PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF BURLESON** (the "City"), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and FREESE & NICHOLS, INC. ("Consultant").

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. <u>TERM.</u>

This Agreement shall commence upon execution by the parties (the "Effective Date") and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed ONE MILLION, SIX HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,645,000.00) in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager's designee.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 <u>Non-appropriation of Funds.</u>

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

4.3 <u>Duties and Obligations of the Parties.</u>

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

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

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND

PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY. COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. <u>INSURANCE.</u>

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

10.1 Coverage and Limits

(a) Commercial General Liability \$1,000,000 Each Occurrence \$1,000,000 Aggregate

(b) Automobile Liability

\$1,000,000 Each accident on a combined single limit basis or \$250,000 Bodily injury per person \$500,000 Bodily injury per person per occurrence \$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

(c) Worker's Compensation

Statutory limits

Employer's liability

\$100,000 Each accident/occurrence \$100,000 Disease - per each employee \$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

Professional Services Agreement Page 5 with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 <u>Certificates.</u>

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

10.3 Additional Insurance Requirements.

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

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

Consultant agrees to comply with all applicable federal, state and local laws, ordinances,

rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

City of Burleson City Manager Attn: Tommy Ludwig 141 W. Renfro St. Burleson, TX 76028 FREESE & NICHOLS, INC. ATTN: CHRIS BOSCO 801 CHERRY STREET SUITE 2800 FORT WORTH, TX 76102

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

16. **GOVERNING LAW / VENUE.**

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

District Court for the Northern District of Texas.

17. <u>SEVERABILITY.</u>

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

18. FORCE MAJEURE.

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

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. <u>AMENDMENTS / MODIFICATIONS / EXTENSIONS.</u>

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

22. <u>ENTIRETY OF AGREEMENT.</u>

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

23. <u>SIGNATURE AUTHORITY.</u>

The person signing this agreement hereby warrants that he/she has the legal authority to

execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. <u>COUNTERPARTS; PDF SIGNATURES</u>.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall 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.

SIGNATURE PAGE

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

CITY OF BURLESON:	FREESE & NICHOLS, INC.
By:	By: Unis Bosco
Name:	Chris Bosco Name:
Title:	Principal Title:
Date:	6/6/2025 Date:

ATTACHMENT A

SCOPE OF SERVICES

PROJECT DESCRIPTION

Freese and Nichols, Inc., (hereinafter referred to as FNI) will render professional engineering services in conjunction with the Alsbury Boulevard – Phase 3 (from Prairie Grove Lane to CR 914) project (approximately 1.75 miles) for the City of Burleson (hereinafter referred to as CITY or OWNER).

The purpose of this project is to provide schematic design and environmental clearance services to remove an existing two-lane undivided asphalt roadway and construct a four-lane divided concrete roadway (with shared-use paths on both sides of the roadway, underground drainage system, roadway illumination, 12-inch diameter sanitary sewer line, 12-inch diameter Johnson County Special Utility District (JCSUD) water line, signage and pavement marking, and landscape and irrigation improvements. The location of roadway illumination will be identified by FNI and installed by UCS. The improvements will be constructed within a 120' wide right-of-way that will be acquired with this project. It is expected that the design and construction funding for this project will be state or federal funding; therefore, FNI will provide a design services in accordance with the Texas Department of Transportation (TxDOT) design criteria and project requirements.

FNI will perform the following engineering, technical, and design services as authorized by the CITY.

WORK TO BE PERFORMED

BASIC SI	ERVICES_	EFFORT PER TASK
TASK 1.	PROJECT MANAGEMENT	\$105,731.00
TASK 2.	30% SCHEMATIC DESIGN	\$180,285.00
TASK 3.	60% SCHEMATIC DESIGN	\$133,000.00
TASK 4.	90% AND 100% SCHEMATIC DESIGN	\$200,603.00
	BASIC SERVICES TOTAL	\$619,617.00
SPECIAL	SERVICES	
TASK 5.	TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS	\$549,504.00
TASK 6.	SUBSURFACE UTLIITY ENGINEERING	\$42,832.00
TASK 7.	PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION	\$150,358.00
TASK 8.	ENVIRONMENTAL CATEGORICAL EXCLUSION	\$157,150.00
TASK 9.	STORMWATER ANALYSIS	\$46,212.00
TASK 10.	TXDOT COORDINATION	\$79,330.00

BASIC AND SPECIAL SERVICES TOTAL \$1,645,000.00

SPECIAL SERVICES TOTAL \$1,025,384.00

BASIC SERVICES

TASK 1. PROJECT MANAGEMENT

FNI will manage the work outlined in this scope to foster an efficient and effective use of FNI's and CITY's time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

Communications and Reporting

- Set up project on internal system and prepare subconsultant contracts.
- Conduct internal project kickoff meeting.
- Conduct and document external project kickoff meeting with CITY.
- Conduct and document project update meetings (up to twelve (12)) with CITY Project Manager.
- Conduct internal project coordination meetings (up to twelve (12)).
- Prepare and submit monthly progress reports.
- Conduct up to three (3) site visits to understand the existing conditions.
- North Central Texas Council of Governments (NCTCOG) Coordination:
 - o Conduct one (1) project introduction meeting with NCTCOG staff and CITY staff
 - o Conduct two (2) meetings with NCTCOG staff and CITY staff to coordinate the project being added to the Metropolitan Transportation Plan (MTP)
 - O Conduct two (2) meetings with NCTCOG staff and CITY staff to coordinate the project being added to the Transportation Improvement Program (TIP).
 - o CITY to provide all traffic analysis and supporting documentation for project to be included on MTP and TIP.

ASSUMPTIONS

- One (1) project kickoff meeting with CITY
- Up to twelve (12) project update meetings with CITY
- Invoices will be provided to the CITY from FNI on a monthly basis.

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly progress reports
- C. Monthly invoices (up to eighteen (18))

TASK 2. 30% SCHEMATIC DESIGN

30% Schematic Design shall be submitted to CITY per the approved Project Schedule.

FNI will provide design services to the CITY with the following schematic elements. The schematic will include the information required based on TxDOT's schematic checklist:

- Schematic Plan and Profile Layout:
 - o TxDOT standard title block (project name, control-section-job number, county, limits, etc.)
 - o North arrow and scale (1" = 100' horizontal, 1" = 10' vertical)
 - o Stationing (left to right) from project beginning to end
 - o Match lines with station callouts
 - Legend and abbreviations as necessary
- Existing and proposed typical sections
- Construction phasing typical sections
- Existing traffic volumes and turning movement counts based on previously collected data. CITY and TxDOT to provide projected traffic counts
- Horizontal and vertical alignments
- Intersection and driveway layouts
- Bicycle and pedestrian accommodations
- Retaining wall layouts
- Drainage culvert layout
- Pavement marking layout
- Proposed right of way and easement layout
- Prepare project cross sections at 100' station and at critical design points

Opinion of Probable Construction Cost

• FNI will prepare Opinion of Probable Construction Cost based on the 30% design.

KMZ

• FNI will prepare digital KMZ file based on the 30% design.

Quality Assurance / Quality Control

• FNI will conduct a review of the design plans and OPCC prior to submitting the 30% documents to the CITY.

Plan Review Process

• Attend one (1) design review meeting after the submittal of the 30% design.

ASSUMPTIONS

- FNI will provide CITY with electronic PDF files of the schematic and OPCC.
- FNI shall not proceed with 60% Schematic Design activities without written approval by the CITY and TxDOT of the 30% Schematic Design Package.

DELIVERABLES

A. 30% Schematic Design Package, including schematic, KMZ, and OPCC.

TASK 3. 60% SCHEMATIC DESIGN

60% Schematic Design shall be submitted to CITY per the approved Project Schedule.

FNI will progress design sheets from previous submittal (see list of schematic elements in previous tasks).

Opinion of Probable Construction Cost

• FNI will prepare Opinion of Probable Construction Cost based on the 60% design.

KMZ

• FNI will prepare digital KMZ file based on the 60% design.

Quality Assurance / Quality Control

• FNI will conduct a review of the design plans and OPCC prior to submitting the 60% documents to the CITY.

Plan Review Process

• Attend one (1) design review meeting after the submittal of the 60% design.

ASSUMPTIONS

- FNI will provide CITY with electronic PDF files of the schematic and OPCC.
- FNI shall not proceed with 90% Schematic Design activities without written approval by the CITY and TxDOT of the 60% Schematic Design Package.

DELIVERABLES

A. 60% Schematic Design Package, including schematic, KMZ, and OPCC.

TASK 4. FINAL (90% AND 100%) DESIGN

Final (90% and 100%) Design shall be submitted to CITY per the approved Project Schedule.

FNI will provide Final Design services to the CITY by finalizing the design submitted during the 60% Design phase.

FNI will provide Final Design services to the CITY with the following design:

• FNI will progress design sheets from previous submittal (see list of schematic elements in previous tasks).

Opinion of Probable Construction Cost

• FNI will prepare Opinion of Probable Construction Cost based the 90% and 100% design.

Plan Review Process

• Attend one (1) design review meeting after the submittal of the 90% and 100% design

Following the 90% design review meeting with the CITY and TxDOT, FNI shall submit Final (100%) Design to the CITY per the approved Project Schedule.

ASSUMPTIONS

• FNI will provide CITY with electronic PDF files of the schematic and OPCC.

DELIVERABLES

- A. Final (90%) Design Package, including schematic, KMZ, and OPCC.
- B. Final (100%) Design Package, including schematic, KMZ, and OPCC.

SPECIAL SERVICES

TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS

FNI will provide topographic survey support as follows:

- Survey and prepare a topographic survey map that will establish the control line, centerline, and references for control points, benchmarks, and cross-sections. The survey will also include utility features found in the field marked by Texas 811 and will show public utility lines per as-built drawings provided by the CITY. The survey will be provided with an electronic copy for use in design. The survey will include location and identification of all above ground features within the survey limits including buildings, fences, utilities, drainage structures, sidewalk, driveways, handicap ramps, guardrails, signs, etc. The outside limits of dense tree and vegetation growth will be identified. Trees six inches and larger in diameter will be surveyed and common name will be identified.
- To supplement the previously conducted topographic survey effort at the County Road 914 intersection, an additional area 800 feet north and 800 feet south of the County Road 914 and Alsbury Boulevard intersection (200 feet in width along the existing County Road 914 roadway alignment) will be surveyed.
- To supplement the previously conducted topographic survey effort for the downstream drainage conditions at 10440 County Road 1020, an additional area 700 feet south of County Road 1020 and 150 feet in width will be surveyed.
- Survey Control and Materials:
 - o 5/8" iron rods with cap and/or mag nails will be used as control material.
 - Horizontal and vertical control points will be set at 500' intervals within the project area.
 Where possible, control monumentation will be located sufficiently away from the project limits so as not be disturbed by construction activities.
 - o All established main horizontal and vertical control along the pertinent calculations will be furnished in electric (MS Word Document) format.
- Prepare up to one hundred twenty five (125) easement survey documents (exhibit and metes and bounds description).
- Prepare up to fifty-five (55) right-of-way survey documents (exhibit and metes and bounds description) and set monuments for the new right-of-way acquisitions to meet the standards of the Texas Board of Professional Engineers and Land Surveyors (TBPELS).
- Conduct in-field easement boundary staking for up to one hundred twenty five (125) easements.

ASSUMPTIONS

• Construction staking will be conducted by the Project Contractor, not by FNI.

- CITY will provide all services associated with meetings with property owners and acquisition of the right-of-way and easements.
- TxDOT ROW Strip Map and TxDOT ROW markers are not required for the project.

DELIVERABLES

A. Digital topographic survey file in CAD format, ASCII point file, and field notes and sketches.

TASK 6. SUBSURFACE UTILITY ENGINEERING

FNI will perform the Level A-D Subsurface Utility Engineering (SUE) work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") Information derived from existing utility records.
- Quality Level C (QL"C") QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating", this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") Three-dimensional (x,y,z) utility information obtained utilizing nondestructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

FNI will designate the known subsurface utilities within the project limits utilizing geophysical equipment (electromagnetic induction, magnetic) to designate metallic/conductive utilities (e.g., steel pipe, electrical cable, telephone cable).

To supplement the previously conducted Level B-D subsurface utility engineering effort at the County Road 914 intersection, an additional area 800 feet north and 800 feet south of the County Road 914 and Alsbury Boulevard intersection (200 feet in width along the existing County Road 914 roadway alignment) will be surveyed.

To supplement the previously conducted Level B-D subsurface utility engineering effort for the downstream drainage conditions at 10440 County Road 1020, an additional area 700 feet south of County Road 1020 and 150 feet in width will be surveyed.

FNI will provide appropriate traffic control measures (barricades and signs).

FNI will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Due to the risk of damage, FNI will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the CITY in advance. FNI will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with a nail/disk. The test-hole ID number and other pertinent utility information will be painted at each test-hole location.

FNI will provide up to ten (10) test holes (estimated to be between 8 and 12 feet in depth) Subsurface Utility Engineering (SUE) to Quality Level A, as described below:

• Expose and locate utilities at specific locations.

- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.

FNI will provide a utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities and a summary sheet of the test hole coordinate data and depth information. The size of each utility will be presented in the utility file. If this information is indicated on available record drawings, FNI will also provide.

DELIVERABLES

A. Digital subsurface utility engineering file in CAD format, ASCII point file, and field notes and sketches.

TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION

FNI will develop a public involvement plan that outlines timelines and tools that will be used to provide engagement throughout the project. FNI will develop and maintain a stakeholder database to include impacted property owners, HOA/NA/POA contacts, businesses, churches, educational/community organizations, elected/public officials, and any interested individuals. FNI will develop a project fact sheet that can be distributed with the Notice and Opportunity to Comment, at the public meeting and meetings with impacted property owners, and can be available on the website developed and hosted by the CITY. FNI will provide web content for the website.

FNI shall provide public involvement and stakeholder coordination support for the CITY, as follows:

Public Engagement Planning

- FNI to conduct public engagement kickoff meeting
- FNI to conduct up to three (3) public engagement planning coordination meetings with the CITY

Public Engagement

- FNI to develop Public Involvement Plan
- FNI to prepare Database list for key stakeholders and property owners
- CITY to prepare project website
- FNI to prepare project communication exhibits and materials

Notice and Opportunity to Comment (NAOTC)

- FNI will develop a Notice and Opportunity to Comment starting from the template available on the TxDOT Public Involvement Toolkit and in coordination with TxDOT and the CITY. The Notice will be translated into additional languages as needed. Our team will distribute the Notice with a cover letter and the project fact sheet to property owners, affected local governments, and public officials. FNI will develop documentation, including a comment response matrix, for the Notice and Opportunity to Comment. A 15-day comment period will be afforded. Any timely comments received in response to the NAOTC will be addressed in a comment/response matrix. A document of the NAOTC will be provided to TxDOT for review and approval and will be included in the project files.
 - o Notice and Opportunity to Comment, Cover Letter, Distribution List Development & Distribution

o Documentation with Comment Response Matrix (assumes up to 50 comments)

Public Meeting No. 1

- FNI will conduct a public meeting to share project information and collect feedback from the community. It is anticipated that the public meeting will be held in a hybrid format, with the same information available in both formats. The in-person option will be held in a facility approved by the CITY, and the online option will be available as a prerecorded video presentation and materials on the CITY's project webpage. The public meeting will be planned and conducted in accordance with NEPA requirements and the scope assumes current TxDOT Fort Worth District protocols will be followed.
 - o Prepare meeting plan
 - o Prepare prerecorded video presentation in English.
 - o Identifying venue options in coordination with the CITY
 - o Facilitating a meeting rehearsal
 - O PowerPoint presentation, meeting agendas, technical handouts, meeting minutes with local, state, and federal agencies and officials.
 - o Technical handouts for the public meeting. FNI shall provide printed hardcopies as well as digital files (Microsoft Word and PDF) format.
 - o Exhibits/displays for the public meeting.
 - Summary of the public meeting. Information should include, but is not limited to, number of people attending, handouts, summary of verbal input, summary of written input, and written responses to verbal and written comments for the public meeting (assumes up to 50 comments). Electronic copies of the summaries for the public meetings shall be provided via email.
 - o The CITY shall publish and pay for legal notices in local media publications and individual project mailers.

Stakeholder Meetings

• FNI will facilitate up to twenty (20) one-on-one stakeholder meetings to provide information about the project, discuss potential impacts, and respond to questions and comments. FNI will prepare a PowerPoint presentation, project layout exhibits, and meetings documentation and summaries.

ASSUMPTIONS

- The CITY will select (and make any necessary payments for) a suitable location, time and date.
- The CITY will prepare mailing list of all affected property owners and send all public meeting notifications.
- Coordination meetings will be held virtually.
- The CITY will host the project website, email, and phone line. FNI will assist in the draft replies.
- Stakeholder Meeting Coordination, Facilitation, Materials, and Documentation (up to 20)

DELIVERABLES

- A. Facilitate Notice and Opportunity to Comment
- B. Facilitate Public Meeting

- C. Meeting Project Layout Exhibit
- D. PowerPoint Presentation
- E. Meeting Documentation and Summaries

TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION

FNI will assist the CITY in receiving TxDOT environmental clearance. FNI will prepare technical documentation support for review by TxDOT, to be prepared in accordance with the most current guidance. FNI assumes that the project will be environmentally cleared as a Categorical Exclusion (CE) and will include the following:

- FNI will conduct and document up to twenty (20) project meetings with TxDOT Environmental staff.
- TxDOT Environmental Scoping: FNI will review preliminary design information, environmental database information, and prepare and submit the Environmental Project Definition and Work Plan Development Form to TxDOT for review. FNI will attend one meeting with the TxDOT environmental reviewer to discuss the form and determine what analysis and tech reports would be required for environmental clearance and address one round of TxDOT comments on the Environmental Project Definition and Work Plan Development Form.
- Field Data Collection and Processing: FNI will collect and process the field data required for TxDOT environmental clearance.
- Technical Analysis/Reports: FNI will conduct the required technical analysis and prepare the required technical reports for TxDOT environmental clearance. Technical analyses and reports for environmental services might include a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision. This scope includes the use of TxDOT templates and forms. The anticipated environmental technical reports are listed below:
 - o Hazmat ISA Form and Supporting Documentation Memo
 - Species Analysis Form and Spreadsheet
 - Surface Water Analysis Form
 - o Farmland Conversion Impact Rating for Corridor Type Projects Form
 - Traffic Noise Analysis and Model
 - o Community Impacts Analysis Report
 - o Historical Project Coordination Request (PCR) Form
- Historical Reconnaissance Survey Report (HRSR)
- Archeological Background Study (ABS) Report
- Archeological Survey Report

ASSUMPTIONS

- The project will require less than 10 displacements and less than 30 acres of new Right of Way and permanent easements.
- The project will be a TxDOT CE and not require an EA or EIS.
- The project will not require a Section 4(f), 6(f), or Chapter 26 evaluation.

DELIVERABLES

- A. Environmental Constraints Exhibit
- B. Draft Technical Reports
- C. Final Technical Reports

TASK 9. STORMWATER ANALYSIS

FNI will provide stormwater analysis for a culvert outfall at 10340 County Road 1020 and 10440 County Road 1020 for the CITY, as follows:

- FNI will utilize the previously calculated existing and post-project runoff conditions and discharge rates (determined using CITY's drainage criteria).
- FNI will develop a proposed conditions HEC-RAS model for the culvert crossing and outfall channel. The model will be based on one dimensional steady state analysis.
- FNI will identify a proposed culvert size and outlet channel configuration to meet CITY criteria.
- FNI will evaluate a configuration to continue normal flow of water to 10340 County Road 1020. An approximate analysis of discharges to this property under flood conditions will be performed to confirm no adverse impacts during high flows.
- FNI will prepare a brief technical report summarizing the drainage outfall analysis (supporting the hydraulic information shown on the design plans).
- FNI will prepare for and conduct up to two (2) meetings with the CITY and TxDOT to review and finalize the preferred culvert outfall.

ASSUMPTIONS

• It is assumed that there will be no hydraulic adverse impacts; therefore, adverse impact or flood mitigation alternatives will not be provided.

DELIVERABLES

A. Technical Memorandum

TASK 10. TXDOT COORDINATION

- FNI will conduct and document up to twenty (20) project meetings with TxDOT.
- Prior to the design phase of the project, FNI will prepare and submit the following documents:
 - Oversight Level Special Approval Form
 - o Advance Planning and Development (APD) Stage Gate Checklist (Form 2442)
 - o PS&E Stage Gate Checklist (Form 2443)

- o Environmental Review Request
- Advanced Funding Agreement Project Budget Form
- o Project Information Form (PIF)
- Location Map
- FNI will prepare and submit a Design Summary Report (DSR) to TxDOT.
- Based on the schematic design submittal (30%, 60%, 90%, and 100%) and in accordance with TxDOT requirements, the FNI will prepare and submit the following documents:
 - Contract Time Estimate
 - Form 1002 P. S. & E. Transmittal Data
 - Form 2229 Significant Project Procedures
 - Local Government Project Plan Development Review Checklist

ASSUMPTIONS

Deliverables will be provided in electronic format to CITY and TxDOT

DELIVERABLES

A. TxDOT Forms

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above-described basic services, are described as follows:

- A. Land acquisition services.
- B. Construction materials testing.
- C. Field layouts or the furnishing of construction line and grade surveys (to be provided by the Contractor).
- D. Providing renderings, model, and mock-ups requested by the CITY.
- E. Assisting CITY in claims disputes with Contractor(s).
- F. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, will be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- G. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- H. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- I. Services required to resolve bid protests or to rebid the projects for any reason.
- J. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- K. GIS mapping services or assistance with these services.
- L. Site visits and meetings in excess of the number of trips included in the scope of services.
- M. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- N. Quality Level "A, B, C, D" subsurface utility engineering outside of the quantity outlined in the scope of services.
- O. Prepare and mail public meeting notification letters.
- P. Public Meeting Facility Rental.
- Q. Floodplain Services (CLOMR and/or LOMR).
- R. Preparation of a pre-construction notification (PCN) to the USACE for Section 404 nationwide permit authorization.
- S. Preparation of a formal written request to the USACE for authorization under a letter of permission (LOP) procedure or a standard individual Section 404 permit application.
- T. Preparation of an Approved Jurisdictional Determination (AJD) or No Permit Required Letter Request from the USACE.
- U. Tree survey and preparation of a permit application for compliance with CITY tree ordinance requirements or mitigation plan.

- V. Preparation of a National Environmental Policy Act (NEPA) Environmental Information Document (EID), Environmental Assessment (EA), or an Environmental Impact Statement (EIS).
- W. Application to Texas Commission on Environmental Quality (TCEQ) for individual 401 Water Quality Certification.
- X. Presence/absence surveys for state or federally listed threatened/endangered species.
- Y. Preparation of a Biological Assessment for Consultation/Conference with the U. S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act.
- Z. Preparation of a Hazardous Waste Regulatory Records Review, a Hazardous Materials Initial Site Assessment (ISA), Phase I, or Phase II Environmental Site Assessment (ESA).
- AA. Section 404 permit application for nationwide permit or individual permit authorization.
- BB. Prepare or submit funding applications.
- CC. Prepare property appraisals or assist with property acquisition process.

PROJECT SCHEDULE

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the attached project schedule (Attachment B).

If FNI's services are delayed through no fault of FNI, FNI will be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

RESPONSIBILITIES OF OWNER: OWNER will perform the following in a timely manner so as not to delay the services of FNI:

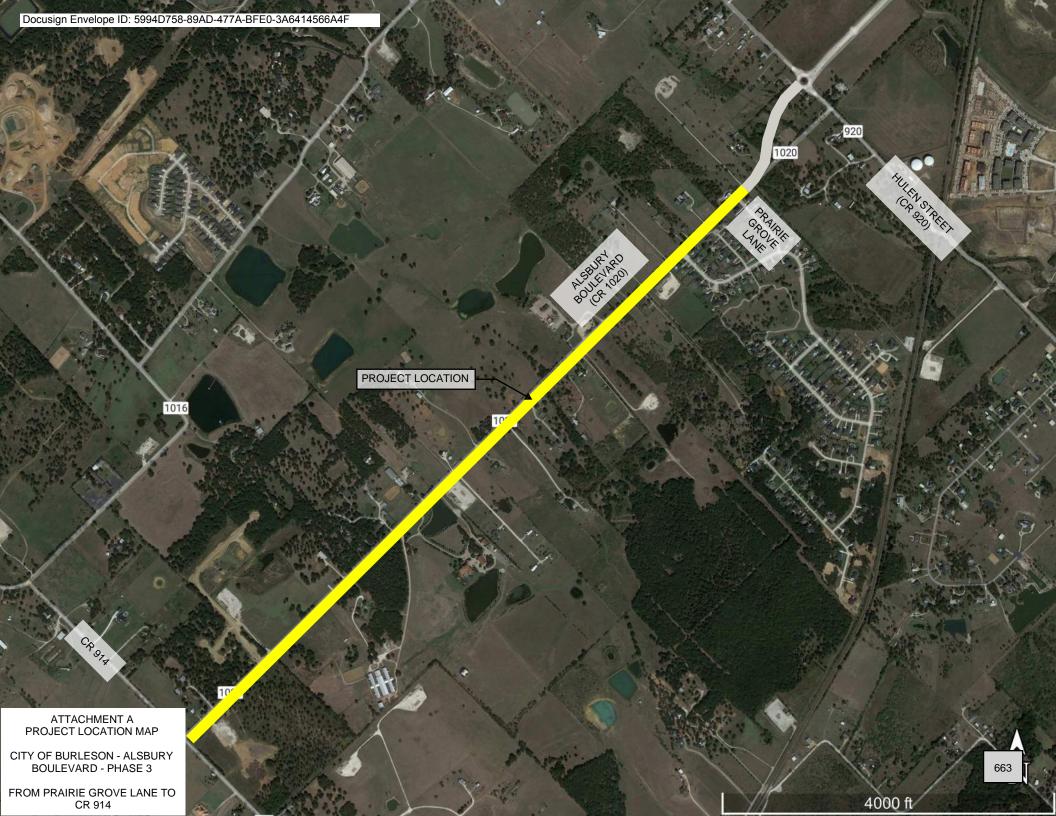
- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person will have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data (design plans, drainage studies, surveys, property information, utility locations, CADD files) relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. The CITY will attend review meetings and make final decisions on design issues such that questionable matters may be resolved and the project progress as scheduled.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Furnish, or direct FNI to provide, Additional Services.
- I. Bear all costs incident to compliance with the requirements of the Responsibilities of Owner section.

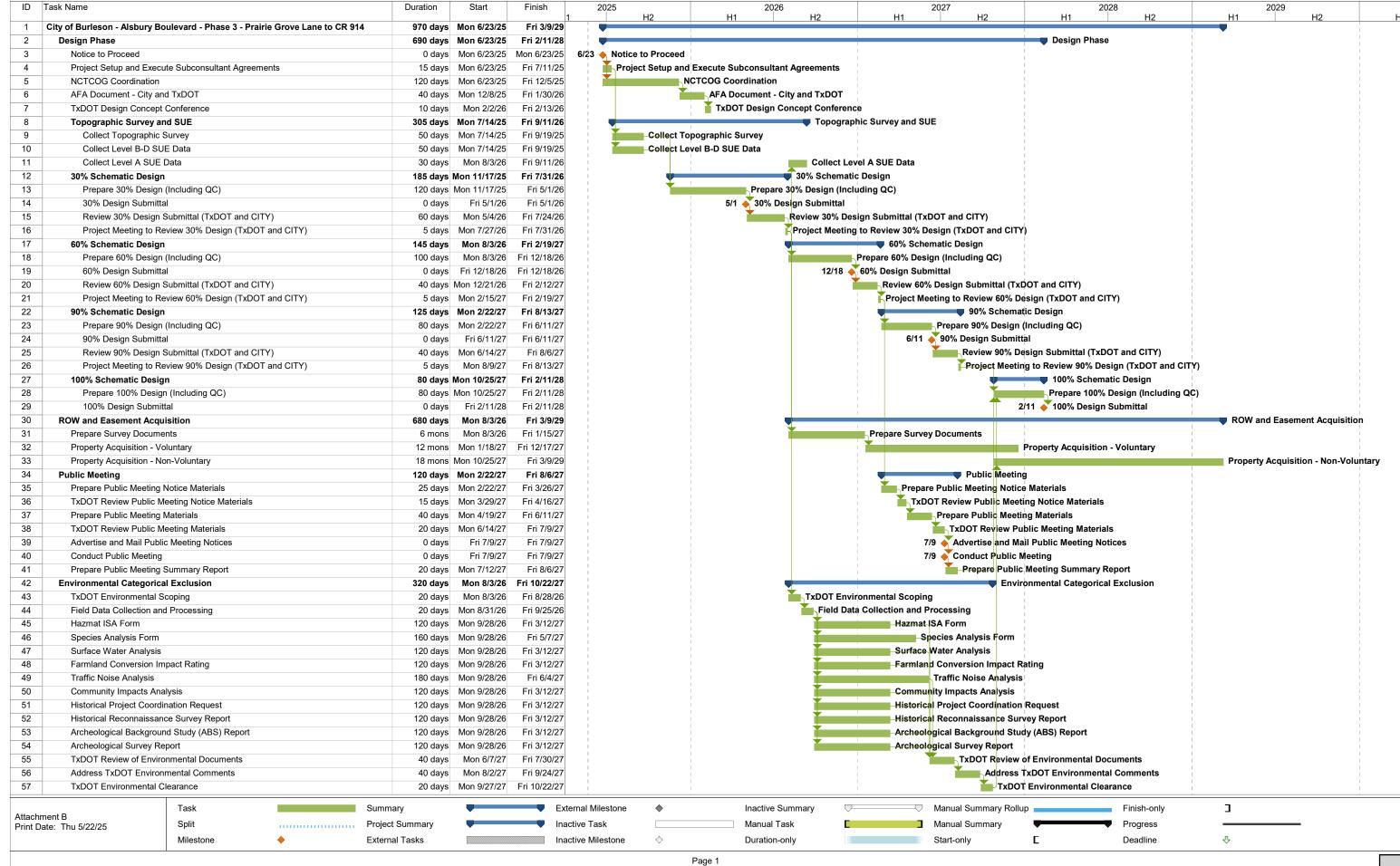
DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Travis N. Attanasio, P.E., CFM, Project Manager – Public Works Department, 141 W. Renfro, Burleson, Texas 76028; Phone (817) 426-9614; e-mail: tattanasio@burlesontx.com

FNI's Project Manager – Todd Buckingham, P.E., 801 Cherry St Suite 2800, Fort Worth, Texas 76102; Phone (817) 735-7517; Fax (817) 735-7491; e-mail: todd.buckingham@freese.com

FNI's Accounting Representative – Erin Westbrook, 801 Cherry St Suite 2800, Fort Worth, Texas 76102; Phone (817) 735-7395; Fax (817) 735-7491; email: erin.westbrook@freese.com





City of Burleson	Project Fe	e Summary
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services	\$ 619,617
	Special Services	\$ 1,025,383
Detailed Cost Breakdown	Total Project	\$ 1,645,000

												Labor	
Basic or Special	Task Description	Chris Bosco	Todd Buckingham	Matt Willoughby	Eileen Spila	Zach Garlock	JB Ferguson	Steve James	Sandip Faldu	Nana Zhu	Justin Oswald	Jonathan Schwartzenberg	Landon Lewis
Basic	TASK 1. PROJECT MANAGEMENT												
Basic	INTERNAL PROJECT SETUP AND SUBCONSULTANT CONTRACTING		6										
Basic	INTERNAL PROJECT KICKOFF MEETING	1	4	4	2	2					2		
Basic	EXTERNAL PROJECT KICKOFF MEETING	1	4	4	2	2					2		
Basic	EXTERNAL COORDINATION MEETING (UP TO 12)	1	12	24	36						12		
Basic	INTERNAL COORDINATION MEETING (UP TO 12)	1	12	24	36						12		
Basic	MONTHLY INVOICE AND STATUS REPORTS (UP TO 18)		9	18	18								
Basic	SITE VISITS (UP TO 3)		9	9	9						9		
Basic	NCTCOG COORDINATION												
Basic	PROJECT INTRODUCTION MEETING	2	6	8		8			4	8			
Basic	METROPOLITAN TRANSPORTATION PLAN (MTP) REVIEW MEETING	4	8	20		8			8	20			
Basic	TRANSPORTATION IMPROVEMENT PROGRAM (TIP) REVIEW MEETING	4	8	20		8			8	20			
Basic	TACK 2, 200/ COLIFMATIC DECICAL												
Basic Basic	TASK 2. 30% SCHEMATIC DESIGN COORDINATION WITH TXDOTCONNECT		4	8									
Basic	TYPICAL SECTIONS		4	12	30	20							
Basic	HORIZONTAL ALIGNMENT LAYOUT	2	20	40	80	80			8	20			
Basic	ROW AND EASEMENT LAYOUT		10	20	40	00			0	20			
Basic	VERTICAL ALIGNMENT LAYOUT	2	20	40	80	80							
Basic	CONSTRUCTION PHASING		4	12	20								
Basic	PAVEMENT MARKING LAYOUT		4	12	20								
Basic	RETAINING WALL LAYOUT		4	12	20								
Basic	ALIGNMENT DATA		2	8	12								
Basic	PROPERTY INFORMATION		1	2	4								
Basic	CROSS SECTIONS		10	20	80	40							
Basic	OPCC		10	20	20								
Basic	KMZ				12	12							
Basic	QA/QC						20	40					
Basic	POST-SUBMITTAL MEETINGS (1)		2	4	4						2		
Basic													
Basic	TASK 3. 60% SCHEMATIC DESIGN												
Basic	UPDATE PLAN AND PROFILE SCHEMATIC	2	30	160	200	220			8	20			
Basic	OPCC		10	20	20								
Basic	KMZ				12	12							
Basic	QA/QC						20	40					
Basic	POST-SUBMITTAL MEETINGS (1)		2	4	4								
Basic													
Basic	TASK 4. 90% AND 100% SCHEMATIC DESIGN												
Basic	90% SCHEMATIC DESIGN												
Basic	UPDATE PLAN AND PROFILE SCHEMATIC	2	20	140	160	180			8	20			
Basic	OPCC		10	20	20								
Basic	KMZ				12	12							
Basic	QA/QC						12	30					
Basic	POST-SUBMITTAL MEETINGS (1)		2	4	4								
Basic													
Basic	100% SCHEMATIC DESIGN												
Basic	UPDATE PLAN AND PROFILE SCHEMATIC	2	20	100	120	120			8	20			
Basic	OPCC		10	20	20								
Basic	KMZ				12	12							
Basic	QA/QC						12	30					
Basic	POST-SUBMITTAL MEETINGS (1)		2	4	4								
Special	TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS												
Special	SUPPLEMENTAL FIELD SURVEY		2	4		8							
Special	EASEMENT DOCUMENTS (UP TO 125)		4	8	12								
Special	ROW DOCUMENTS (UP TO 55)		4	8	12								
Special	EASEMENT STAKING (UP TO 125)		2	4									
Special	,												

City of Burleson	Project Fe	e Summary	
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services	\$	619,617
	Special Services	\$	1,025,383
Detailed Cost Breakdown	Total Project	\$	1,645,000

												Labor	
Basic or Special	Task Description	Chris Bosco	Todd Buckingham	Matt Willoughby	Eileen Spila	Zach Garlock	JB Ferguson	Steve James	Sandip Faldu	Nana Zhu	Justin Oswald	Jonathan Schwartzenberg	Landon Lewis
Special	SUPPLEMENTAL LEVEL B SUE		2	4		8							
Special	LEVEL A SUE (UP TO 10)		2	8	8								
Special													
Special	TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION												
Special	DEVELOP PUBLIC INVOLVEMENT PLAN		4										
Special	DATABASE DEVELOPMENT AND UPDATES, COMMUNICATIONS LOG		4										
Special	NOTICE AND OPPORTUNITY TO COMMENT		4	4	20	20							
Special	PUBLIC MEETING (UP TO 1)												
Special	PLANNING AND LOGISTICS		2	2									
Special	PUBLIC MEETING PROMOTION (NOTICES, ADVERTISEMENTS, MEDIA CO	ORDINATION)	2	4									
Special	FACILITATION OF PUBLIC MEETING	2	4	4	4								
Special	PUBLIC MEETING MATERIALS (PPT, MAPS, EXHIBITS, HANDOUTS)	2	4	8	20	20							
Special	SUMMARY REPORT		4	8	8								
Special	STAKEHOLDER COORDINATION MEETINGS (UP TO 20)	10	20	20		40							
Special													
Special	TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION												
Special	PROJECT MEETINGS WITH TXDOT (20)		30										
Special	TXDOT ENVIRONMENTAL SCOPING		2										
Special	FIELD DATA COLLECTION AND PROCESSING												
Special	TECHNICAL ANALYSIS AND REPORTS												
Special	HAZMAT ISA FORM AND SUPPORTING DOCUMENTATION MEMO												
Special	SPECIES ANALYSIS FORM AND SPREADSHEET												
Special	SURFACE WATER ANALYSIS FORM												
Special	FARMLAND CONVERSION IMPACT RATING FOR CORRIDOR TYPE PROJECT	CTS FORM											
Special	TRAFFIC NOISE ANALYSIS AND MODEL												
Special	COMMUNITY IMPACTS ANALYSIS												
Special	TXDOT PCR AND ARCHEOLOGICAL BACKGROUND STUDY												
Special	HISTORIC RESOURCES SURVEY AND REPORT												
Special	ARCHEOLOGICAL RESOURCES SURVEY AND REPORT												
Special	QA/QC												
Special													
Special	TASK 9. STORMWATER ANALYSIS												
Special	PREPARE PROPOSED CONDITIONS MODEL										2	8	30
Special	DEVELOP PROPOSED CONDITIONS PIPE AND OUTFALL										6	20	30
Special	EVALUATE PIPE CONFIGURATION AND FLOWS TO 10340										4	20	24
Special	REVISIONS DURING DESIGN OR FROM CITY COMMENT										4	8	20
Special	TECHNICAL MEMORANDUM										8	40	40
Special	MEETING WITH TXDOT AND CITY (UP TO 2)										4	8	8
Special													
Special	TASK 10. TXDOT COORDINATION												
Special	PROJECT MEETINGS WITH TXDOT (20)	10	30	50							30		
Special	OVERSIGHT LEVEL SPECIAL APPROVAL FORM	1	2	4									
Special	ADVANCE PLANNING AND DEVELOPMENT (APD) STAGE GATE CHECKLIST	1	2	4									
Special	PS&E STAGE GATE CHECKLIST (FORM 2443)	1	2	4									
Special	ENVIRONMENTAL REVIEW REQUEST	1	2	4									
Special	ADVANCED FUNDING AGREEMENT PROJECT BUDGET FORM	1	2	4									
Special	PROJECT INFORMATION FORM (PIF)	1	2	4									
Special	DESIGN SUMMARY REPORT AND MEETING	2	8	16	20								
Special	CONTRACT TIME ESTIMATE		2	8	8								
Special	FORM 1002 AND FORM 2229		2	8	8								
Special	LOCAL GOVERNMENT PROJECT - PLAN DEVELOPMENT REVIEW CHECKLIS	1	2	16	20								
Special	SCHEMATIC CHECKLIST	2	8	16	20								
	Total Hours / Quantity	59	439	1,037	1,273	912		140	52	128	97		152
-	Total Effort			1				\$ 47,403	\$ 18,777	\$ 21,617	\$ 27,479	\$ 19,234	\$ 19,046

City of Burleson SW Alsbury Boulevard - Phase 3 - Schematic and Environmental

Detailed Cost Breakdown

D1		B	0 5	I						_	
Basic or Special	Task Description	Richard Aldredge	Sara Rogers	Julianne Matthews	Dallas May	Melissa Kinzer	Ben Hagood	Kimberly Buckley	Total Hours		al Labor Effort
_										\$	-
Basic	TASK 1. PROJECT MANAGEMENT									\$	-
Basic	INTERNAL PROJECT SETUP AND SUBCONSULTANT CONTRACTING								6	\$	1,811
Basic	INTERNAL PROJECT KICKOFF MEETING	2							17	\$	3,909
Basic	EXTERNAL PROJECT KICKOFF MEETING	2							17	\$	3,909
Basic	EXTERNAL COORDINATION MEETING (UP TO 12)	12							97	\$	19,720
Basic	INTERNAL COORDINATION MEETING (UP TO 12)	12							97	\$	19,720
Basic	MONTHLY INVOICE AND STATUS REPORTS (UP TO 18)								45	\$	8,500
Basic	SITE VISITS (UP TO 3)	9							45	\$	10,432
Basic	NCTCOG COORDINATION									\$	-
Basic	PROJECT INTRODUCTION MEETING								36	\$	7,813
Basic	METROPOLITAN TRANSPORTATION PLAN (MTP) REVIEW MEETING								68	\$	14,900
Basic	TRANSPORTATION IMPROVEMENT PROGRAM (TIP) REVIEW MEETING								68	\$	14,900
Basic										\$	-
Basic	TASK 2. 30% SCHEMATIC DESIGN									\$	-
Basic	COORDINATION WITH TXDOTCONNECT								12	\$	2,722
Basic	TYPICAL SECTIONS								66	\$	9,819
Basic	HORIZONTAL ALIGNMENT LAYOUT								250	\$	40,695
Basic	ROW AND EASEMENT LAYOUT								70	\$	12,085
Basic	VERTICAL ALIGNMENT LAYOUT								222	\$	34,428
Basic	CONSTRUCTION PHASING								36	\$	6,119
Basic	PAVEMENT MARKING LAYOUT								36	\$	6,119
Basic	RETAINING WALL LAYOUT								36	\$	6,119
Basic	ALIGNMENT DATA								22	\$	3,702
Basic	PROPERTY INFORMATION								7	\$	1,208
Basic	CROSS SECTIONS								150	\$	22,125
Basic	OPCC								50	\$	9,445
Basic	KMZ								24	\$	3,012
Basic	QA/QC								60	\$	19,725
Basic	POST-SUBMITTAL MEETINGS (1)	2							14	\$	2,961
Basic										\$	-
Basic	TASK 3. 60% SCHEMATIC DESIGN									\$	-
Basic	UPDATE PLAN AND PROFILE SCHEMATIC								640	\$	98,929
Basic	OPCC								50	\$	9,445
Basic	KMZ								24	\$	3,012
Basic	QA/QC								60	\$	19,725
Basic	POST-SUBMITTAL MEETINGS (1)								10	\$	1,889
	POST-SUBMITTAL MEETINGS (1)								10	\$	
Basic	TAOK 4 200/ AND 4000/ COURMATIC DEGICAL										-
Basic	TASK 4. 90% AND 100% SCHEMATIC DESIGN									\$	-
Basic	90% SCHEMATIC DESIGN									\$	-
Basic	UPDATE PLAN AND PROFILE SCHEMATIC								530	\$	82,085
Basic	OPCC								50	\$	9,445
Basic	KMZ								24	\$	3,012
Basic	QA/QC								42	\$	13,867
Basic	POST-SUBMITTAL MEETINGS (1)								10	\$	1,889
Basic										\$	-
Basic	100% SCHEMATIC DESIGN									\$	-
Basic	UPDATE PLAN AND PROFILE SCHEMATIC								390	\$	62,093
Basic	OPCC								50	\$	9,445
Basic	KMZ								24	\$	3,012
Basic	QA/QC								42	\$	13,867
Basic	POST-SUBMITTAL MEETINGS (1)								10	\$	1,889
Dasic	FOOT-SOUDIVITTAL IVIEETINGS (1)								10	Ψ	
Chariel	TACK F TODOCRADING CURVEY AND CURVEY DOCUMENTO									\$	-
Special	TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS								ļ.,.	\$	-
Special	SUPPLEMENTAL FIELD SURVEY								14	\$	2,313
Special	EASEMENT DOCUMENTS (UP TO 125)								24	\$	4,306
Special	ROW DOCUMENTS (UP TO 55)								24	\$	4,306
Special	EASEMENT STAKING (UP TO 125)								6	\$	1,361
Special										\$	-
	TASK 6. SUBSURFACE UTILITY ENGINEERING	1				1				\$	-

City of Burleson

SW Alsbury Boulevard - Phase 3 - Schematic and Environmental

Detailed Cost Breakdown

Basic or Special	Task Description	Richard Aldredge	Sara Rogers	Julianne Matthews	Dallas May	Melissa Kinzer	Ben Hagood	Kimberly Buckley	Total Hours		tal Labor Effort
Special	SUPPLEMENTAL LEVEL B SUE								14	\$	2,313
Special	LEVEL A SUE (UP TO 10)								18	\$	3,174
Special										\$	-
Special	TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION									\$	-
Special	DEVELOP PUBLIC INVOLVEMENT PLAN								4	\$	1,207
Special	DATABASE DEVELOPMENT AND UPDATES, COMMUNICATIONS LOG								4	\$	1,207
Special	NOTICE AND OPPORTUNITY TO COMMENT	8							56	\$	9,006
Special	PUBLIC MEETING (UP TO 1)									\$	-
Special	PLANNING AND LOGISTICS								4	\$	982
Special	PUBLIC MEETING PROMOTION (NOTICES, ADVERTISEMENTS, MEDIA CO	2							8	\$	1,866
Special	FACILITATION OF PUBLIC MEETING	4							18	\$	4,244
Special	PUBLIC MEETING MATERIALS (PPT, MAPS, EXHIBITS, HANDOUTS)	8							62	\$	10,504
Special	SUMMARY REPORT	4							24	\$	4,788
Special	STAKEHOLDER COORDINATION MEETINGS (UP TO 20)								90	\$	18,284
Special	OTTAL TIOL BERT GOOD IN WITHOUT MEETINGS (GITTO 20)								- 00	\$	-
Special	TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION									\$	
Special	PROJECT MEETINGS WITH TXDOT (20)	30							60	\$	16,633
Special	TXDOT ENVIRONMENTAL SCOPING	20		10					32	¢	6,860
Special	FIELD DATA COLLECTION AND PROCESSING	20	16	16		10	10		52	\$	7,477
•	TECHNICAL ANALYSIS AND REPORTS		10	10		10	10		32	φ	1,411
Special Special	HAZMAT ISA FORM AND SUPPORTING DOCUMENTATION MEMO		30		8	4			42	\$	5,940
Special	SPECIES ANALYSIS FORM AND SPREADSHEET		20		0	4			20	φ	2,377
_ -	SURFACE WATER ANALYSIS FORM		20	20					20	\$	2,405
Special				10		4				\$	
Special	FARMLAND CONVERSION IMPACT RATING FOR CORRIDOR TYPE PROJECT			10		190	00		14	7	1,753
Special	TRAFFIC NOISE ANALYSIS AND MODEL	8		40			90		288	\$	48,637
Special	COMMUNITY IMPACTS ANALYSIS	0		40		8			48	\$	5,911
Special	TXDOT PCR AND ARCHEOLOGICAL BACKGROUND STUDY	8							8	\$	2,021
Special	HISTORIC RESOURCES SURVEY AND REPORT	8							8	\$	2,021
Special	ARCHEOLOGICAL RESOURCES SURVEY AND REPORT	8							8	\$	2,021
Special	QA/QC	40					8		48	\$	11,927
Special										\$	-
Special	TASK 9. STORMWATER ANALYSIS									\$	
Special	PREPARE PROPOSED CONDITIONS MODEL								40	\$	5,805
Special	DEVELOP PROPOSED CONDITIONS PIPE AND OUTFALL								56	\$	9,158
Special	EVALUATE PIPE CONFIGURATION AND FLOWS TO 10340								48	\$	7,839
Special	REVISIONS DURING DESIGN OR FROM CITY COMMENT								32	\$	5,119
Special	TECHNICAL MEMORANDUM								88	\$	14,676
Special	MEETING WITH TXDOT AND CITY (UP TO 2)								20	\$	3,615
Special										\$	-
Special	TASK 10. TXDOT COORDINATION									\$	
Special	PROJECT MEETINGS WITH TXDOT (20)	30							150	\$	38,302
Special	OVERSIGHT LEVEL SPECIAL APPROVAL FORM								7	\$	1,731
Special	ADVANCE PLANNING AND DEVELOPMENT (APD) STAGE GATE CHECKLIST								7	\$	1,731
Special	PS&E STAGE GATE CHECKLIST (FORM 2443)								7	\$	1,731
Special	ENVIRONMENTAL REVIEW REQUEST								7	\$	1,731
Special	ADVANCED FUNDING AGREEMENT PROJECT BUDGET FORM								7	\$	1,731
Special	PROJECT INFORMATION FORM (PIF)								7	\$	1,731
Special	DESIGN SUMMARY REPORT AND MEETING								46	\$	8,824
Special	CONTRACT TIME ESTIMATE								18	\$	3,174
Special	FORM 1002 AND FORM 2229								18	\$	3,174
Special	LOCAL GOVERNMENT PROJECT - PLAN DEVELOPMENT REVIEW CHECKLIS								39	\$	6,643
Special	SCHEMATIC CHECKLIST								46	\$	8,824
										\$	-
	Total Hours / Quantity	217	66	96	8	216	108	-	5,168		
	Total Effort	\$ 54,829	\$ 7,845	\$ 11,545	\$ 1,824	\$ 29,711	\$ 24,578	\$ -		\$	930,884

City of Burleson	8.5	
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services	619,617
	Special Services	1,025,383
Detailed Cost Breakdown	Total Project	1,645,000

				Exp	enses		
Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	Public Meeting Expense	Total Expens Effort
		-					\$ -
Basic	TASK 1. PROJECT MANAGEMENT INTERNAL PROJECT SETUP AND SUBCONSULTANT CONTRACTING	- 6					\$ - \$ -
Basic Basic	INTERNAL PROJECT SETUP AND SUBCONSULTANT CONTRACTING INTERNAL PROJECT KICKOFF MEETING	17					\$ - \$ -
Basic	EXTERNAL PROJECT KICKOFF MEETING	17					\$ -
Basic	EXTERNAL COORDINATION MEETING (UP TO 12)	97					\$ -
Basic	INTERNAL COORDINATION MEETING (UP TO 12)	97					\$ -
Basic	MONTHLY INVOICE AND STATUS REPORTS (UP TO 18)	45					\$ -
Basic	SITE VISITS (UP TO 3)	45	169				\$ 11
Basic	NCTCOG COORDINATION	-					\$ -
Basic	PROJECT INTRODUCTION MEETING	36					\$ -
Basic	METROPOLITAN TRANSPORTATION PLAN (MTP) REVIEW MEETING	68					\$ -
Basic	TRANSPORTATION IMPROVEMENT PROGRAM (TIP) REVIEW MEETING	68					\$ -
Basic		-					\$ -
Basic	TASK 2. 30% SCHEMATIC DESIGN	-					\$ -
Basic	COORDINATION WITH TXDOTCONNECT	12					\$ -
Basic	TYPICAL SECTIONS	66					\$ -
Basic	HORIZONTAL ALIGNMENT LAYOUT	250					\$ -
Basic	ROW AND EASEMENT LAYOUT	70					\$ -
Basic	VERTICAL ALIGNMENT LAYOUT CONSTRUCTION PHASING	222					\$ - \$ -
Basic Basic	PAVEMENT MARKING LAYOUT	36 36					\$ - \$ -
Basic	RETAINING WALL LAYOUT	36					\$ -
Basic	ALIGNMENT DATA	22					\$ -
Basic	PROPERTY INFORMATION	7					\$ -
Basic	CROSS SECTIONS	150					\$ -
Basic	OPCC OPCC	50					\$ -
Basic	KMZ	24					\$ -
Basic	QA/QC	60					\$ -
Basic	POST-SUBMITTAL MEETINGS (1)	14					\$ -
Basic		-					\$ -
Basic	TASK 3. 60% SCHEMATIC DESIGN	_					\$ -
Basic	UPDATE PLAN AND PROFILE SCHEMATIC	640					\$ -
Basic	OPCC	50					\$ -
Basic	KMZ	24					\$ -
Basic	QA/QC	60					\$ -
Basic	POST-SUBMITTAL MEETINGS (1)	10					\$ -
Basic	1 COT-CODMITTAL WILLTINGS (1)	-					\$ -
Basic	TASK 4. 90% AND 100% SCHEMATIC DESIGN	-					\$ -
Basic	90% SCHEMATIC DESIGN	-					\$ -
Basic	UPDATE PLAN AND PROFILE SCHEMATIC	530					\$ -
Basic Basic	OPCC	50					\$ -
Basic	KMZ	24					\$ -
Basic	QA/QC	42					\$ -
Basic	POST-SUBMITTAL MEETINGS (1)	10					\$ -
Basic Basic	1 OO1-OODIVIIT TAL IVILL TIINGO (1)	- 10					\$ -
Basic	100% SCHEMATIC DESIGN	-					\$ -
Basic	UPDATE PLAN AND PROFILE SCHEMATIC	390					\$ -
Basic Basic	OPCC	50					\$ -
Basic Basic	KMZ	24					\$ -
Basic	QA/QC	42					\$ -
	POST-SUBMITTAL MEETINGS (1)						
Basic	FOOT-GODIVITETAL INEETINGS (1)	10					\$ -
Special	TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS	-					\$ -
Special Special							
Special Special	SUPPLEMENTAL FIELD SURVEY	14					\$ -
Special	EASEMENT DOCUMENTS (UP TO 125)	24					\$ -
Special	ROW DOCUMENTS (UP TO 55)	24					\$ -
	EASEMENT STAKING (UP TO 125)	6					\$ -
Special Special	·	-					\$ -

City of Burleson	8.5	
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services	619,617
	Special Services	1,025,383
Detailed Cost Breakdown	Total Project	1,645,000

		Expenses								
Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	Public Meeting Expense	Total Exper			
Special	SUPPLEMENTAL LEVEL B SUE	14					\$.			
Special	LEVEL A SUE (UP TO 10)	18					\$			
Special		-					\$			
Special	TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION	-					\$			
Special	DEVELOP PUBLIC INVOLVEMENT PLAN	4					\$			
Special	DATABASE DEVELOPMENT AND UPDATES, COMMUNICATIONS LOG	4					\$			
Special	NOTICE AND OPPORTUNITY TO COMMENT	56					\$			
Special	PUBLIC MEETING (UP TO 1)	-					\$			
Special	PLANNING AND LOGISTICS	4					\$			
Special	PUBLIC MEETING PROMOTION (NOTICES, ADVERTISEMENTS, MEDIA CO	8					\$			
Special	FACILITATION OF PUBLIC MEETING	18	100				\$			
Special	PUBLIC MEETING MATERIALS (PPT, MAPS, EXHIBITS, HANDOUTS)	62	100				s			
Special	SUMMARY REPORT	24					\$			
Special	STAKEHOLDER COORDINATION MEETINGS (UP TO 20)	90	200				\$			
•	STAKEHOLDER COORDINATION WEETINGS (OF TO 20)		200				\$			
Special	TANK A FANURONMENTAL CATEGORICAL EVOLUCION	-					D D			
Special	TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION						\$			
Special	PROJECT MEETINGS WITH TXDOT (20)	60					Ψ			
Special	TXDOT ENVIRONMENTAL SCOPING	32					\$			
Special	FIELD DATA COLLECTION AND PROCESSING	52					\$			
Special	TECHNICAL ANALYSIS AND REPORTS	-					\$			
Special	HAZMAT ISA FORM AND SUPPORTING DOCUMENTATION MEMO	42					\$			
Special	SPECIES ANALYSIS FORM AND SPREADSHEET	20					\$			
Special	SURFACE WATER ANALYSIS FORM	20					\$			
Special	FARMLAND CONVERSION IMPACT RATING FOR CORRIDOR TYPE PROJECT	14					\$			
Special	TRAFFIC NOISE ANALYSIS AND MODEL	288					\$			
Special	COMMUNITY IMPACTS ANALYSIS	48					\$			
Special	TXDOT PCR AND ARCHEOLOGICAL BACKGROUND STUDY	8					\$			
Special	HISTORIC RESOURCES SURVEY AND REPORT	8					\$			
Special	ARCHEOLOGICAL RESOURCES SURVEY AND REPORT	8					\$			
Special	QA/QC	48					\$			
Special		-					\$			
Special	TASK 9. STORMWATER ANALYSIS	_					\$			
Special	PREPARE PROPOSED CONDITIONS MODEL	40					\$			
Special	DEVELOP PROPOSED CONDITIONS PIPE AND OUTFALL	56					\$			
Special	EVALUATE PIPE CONFIGURATION AND FLOWS TO 10340	48					\$			
Special	REVISIONS DURING DESIGN OR FROM CITY COMMENT	32					¢			
Special	TECHNICAL MEMORANDUM	88					¢			
Special	MEETING WITH TXDOT AND CITY (UP TO 2)	20					\$			
•	WEETING WITH TADOT AND CITY (OF TO 2)	-					\$			
Special	TANK 40 TYPOT COORDINATION						_			
Special	TASK 10. TXDOT COORDINATION	- 450					\$			
Special	PROJECT MEETINGS WITH TXDOT (20)	150					\$			
Special	OVERSIGHT LEVEL SPECIAL APPROVAL FORM	7					\$			
Special	ADVANCE PLANNING AND DEVELOPMENT (APD) STAGE GATE CHECKLIST	7					\$			
Special	PS&E STAGE GATE CHECKLIST (FORM 2443)	7					\$			
Special	ENVIRONMENTAL REVIEW REQUEST	7					\$			
Special	ADVANCED FUNDING AGREEMENT PROJECT BUDGET FORM	7					\$			
Special	PROJECT INFORMATION FORM (PIF)	7					\$			
Special	DESIGN SUMMARY REPORT AND MEETING	46					\$			
Special	CONTRACT TIME ESTIMATE	18					\$			
Special	FORM 1002 AND FORM 2229	18					\$			
Special	LOCAL GOVERNMENT PROJECT - PLAN DEVELOPMENT REVIEW CHECKLIS	39					\$			
Special	SCHEMATIC CHECKLIST	46					\$			
		-					\$			
	Total Hours / Quantity	5,168	469							

City of Burleson	Project Fe	Summary
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services	619,617
	Special Services	1,025,383
Detailed Cost Breakdown	Total Project	1,645,000

			5	Subconsultant	S		Tota	
Basic or Special	Task Description	Yellow Rose Mapping - Survey	Yellow Rose Mapping - SUE	Acacia Heritage Consulting	CD&P	Total Sub Effort	Total Eff	
		Guivey		Consuming		\$ -	\$	
Basic	TASK 1. PROJECT MANAGEMENT					\$ -	\$	
Basic	INTERNAL PROJECT SETUP AND SUBCONSULTANT CONTRACTING					\$ -	\$ 1,	
Basic	INTERNAL PROJECT KICKOFF MEETING					\$ -	\$ 3,	
Basic	EXTERNAL PROJECT KICKOFF MEETING					\$ -	\$ 3,	
Basic	EXTERNAL COORDINATION MEETING (UP TO 12)					\$ -	\$ 19,	
Basic	INTERNAL COORDINATION MEETING (UP TO 12)					\$ -	\$ 19,	
Basic	MONTHLY INVOICE AND STATUS REPORTS (UP TO 18)					\$ -	\$ 8,	
Basic	SITE VISITS (UP TO 3)					\$ -	\$ 10,	
Basic	NCTCOG COORDINATION					\$ -	\$	
Basic	PROJECT INTRODUCTION MEETING					\$ -	\$ 7,	
Basic	METROPOLITAN TRANSPORTATION PLAN (MTP) REVIEW MEETING					\$ -	\$ 14,	
Basic	TRANSPORTATION IMPROVEMENT PROGRAM (TIP) REVIEW MEETING					\$ -	\$ 14,	
Basic	TANK O COOK COLUMNATIO DECICIO					\$ -	\$	
Basic	TASK 2. 30% SCHEMATIC DESIGN					\$ -	Ψ	
Basic Basic	COORDINATION WITH TXDOTCONNECT TYPICAL SECTIONS					\$ -	\$ 2, \$ 9.	
	HORIZONTAL ALIGNMENT LAYOUT					\$ -	\$ 40.	
Basic Basic	ROW AND EASEMENT LAYOUT					\$ -	\$ 12.	
Basic	VERTICAL ALIGNMENT LAYOUT					\$ -	\$ 34,	
Basic	CONSTRUCTION PHASING					\$ -	\$ 6.	
Basic	PAVEMENT MARKING LAYOUT					\$ -	\$ 6.	
Basic	RETAINING WALL LAYOUT					\$ -	\$ 6.	
Basic	ALIGNMENT DATA					\$ -	\$ 3,	
Basic	PROPERTY INFORMATION					\$ -	\$ 1,	
Basic	CROSS SECTIONS					\$ -	\$ 22	
Basic	OPCC					\$ -	\$ 9.	
Basic	KMZ					\$ -	\$ 3.	
Basic	QA/QC					\$ -	\$ 19.	
Basic	POST-SUBMITTAL MEETINGS (1)					\$ -	\$ 2.	
Basic						\$ -	\$	
Basic	TASK 3. 60% SCHEMATIC DESIGN					\$ -	\$	
Basic	UPDATE PLAN AND PROFILE SCHEMATIC					\$ -	\$ 98,	
Basic	OPCC					\$ -	\$ 9,	
Basic	KMZ					\$ -	\$ 3.	
Basic	QA/QC					\$ -	\$ 19,	
Basic	POST-SUBMITTAL MEETINGS (1)					\$ -	\$ 1.	
Basic	1 OOT OODMITTING WEETINGS (1)					\$ -	\$	
Basic	TASK 4. 90% AND 100% SCHEMATIC DESIGN					\$ -	\$	
Basic	90% SCHEMATIC DESIGN					\$ -	\$	
Basic	UPDATE PLAN AND PROFILE SCHEMATIC					\$ -	\$ 82.	
Basic	OPCC					\$ -	\$ 9.	
	KMZ					\$ -	\$ 3.	
Basic Basic	QA/QC					\$ -	\$ 13.	
Basic	POST-SUBMITTAL MEETINGS (1)					\$ -	\$ 1,	
Basic	4000/ COLIFMATIC DECICAL					\$ -	\$	
Basic	100% SCHEMATIC DESIGN					\$ -	\$	
Basic	UPDATE PLAN AND PROFILE SCHEMATIC					\$ -	\$ 62,	
Basic	OPCC VALUE					\$ -	\$ 9,	
Basic	KMZ					\$ -	\$ 3,	
Basic	QA/QC					\$ -	\$ 13,	
Basic	POST-SUBMITTAL MEETINGS (1)					\$ -	\$ 1,	
0	TANK F TOROGRAPHIC CURVEY AND CURVEY DOCUMENTS					\$ -	\$	
Special	TASK 5. TOPOGRAPHIC SURVEY AND SURVEY DOCUMENTS	40				\$ -	\$	
Special	SUPPLEMENTAL FIELD SURVEY	19,800				\$ 21,780		
Special	EASEMENT DOCUMENTS (UP TO 125)	270,625				\$ 297,688		
Special	ROW DOCUMENTS (UP TO 55)	166,705				\$ 183,376		
Special	EASEMENT STAKING (UP TO 125)	31,250				\$ 34,375		
Special						\$ -	\$	
Special	TASK 6. SUBSURFACE UTILITY ENGINEERING					\$ -	\$	

City of Burleson	Project Fee Summary		
SW Alsbury Boulevard - Phase 3 - Schematic and Environmental	Basic Services	619,617	
	Special Services	1,025,383	
Detailed Cost Breakdown	Total Project	1,645,000	

		Subconsultants						Total	
Basic or Special	Task Description Manning Heritage CD&P					Total Sub Effort Tota			
Special	SUPPLEMENTAL LEVEL B SUE		8,500			\$	9,350	\$ 11,6	
Special	LEVEL A SUE (UP TO 10)		25,450			\$	27,995	\$ 31,1	
Special						\$	-	\$	
Special	TASK 7. PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION					\$	-	\$	
Special	DEVELOP PUBLIC INVOLVEMENT PLAN				9,500	\$	10,450	\$ 11,6	
Special	DATABASE DEVELOPMENT AND UPDATES, COMMUNICATIONS LOG				6,955	\$	7,651	\$ 8,8	
Special	NOTICE AND OPPORTUNITY TO COMMENT				15,275	-	16.803	\$ 25.8	
Special	PUBLIC MEETING (UP TO 1)				., .	s	-	\$	
Special	PLANNING AND LOGISTICS				3,875	\$	4.263	\$ 5,2	
Special	PUBLIC MEETING PROMOTION (NOTICES, ADVERTISEMENTS, MEDIA CO				6,000	\$	6,600	\$ 8,4	
Special	FACILITATION OF PUBLIC MEETING				9,000	\$	9,900	\$ 14,2	
Special	PUBLIC MEETING MATERIALS (PPT, MAPS, EXHIBITS, HANDOUTS)				9,575	-	10,533	\$ 21,0	
Special	SUMMARY REPORT				11,900		13,090	\$ 17,8	
Special	STAKEHOLDER COORDINATION MEETINGS (UP TO 20)				17,065		18,772	\$ 37,1	
Special	CITALE HOLDER COOK BING (HOLDER HACO)				17,000	\$	-	\$ -	
Special	TASK 8. ENVIRONMENTAL CATEGORICAL EXCLUSION					\$		\$	
Special	PROJECT MEETINGS WITH TXDOT (20)					\$		\$ 16,6	
Special	TXDOT ENVIRONMENTAL SCOPING					\$		\$ 6.8	
Special	FIELD DATA COLLECTION AND PROCESSING					\$	-	\$ 7,4	
Special	TECHNICAL ANALYSIS AND REPORTS					\$	-		
						\$		\$ - \$ 5.9	
Special	HAZMAT ISA FORM AND SUPPORTING DOCUMENTATION MEMO SPECIES ANALYSIS FORM AND SPREADSHEET					\$	-		
Special						\$	-	\$ 2,3	
Special	SURFACE WATER ANALYSIS FORM					-		\$ 2,4	
Special	FARMLAND CONVERSION IMPACT RATING FOR CORRIDOR TYPE PROJECT					\$	-	\$ 1,7	
Special	TRAFFIC NOISE ANALYSIS AND MODEL					\$	-	\$ 48,6	
Special	COMMUNITY IMPACTS ANALYSIS					\$	-	\$ 5,9	
Special	TXDOT PCR AND ARCHEOLOGICAL BACKGROUND STUDY			3,619		\$	3,981	\$ 6,0	
Special	HISTORIC RESOURCES SURVEY AND REPORT			13,121			14,433	\$ 16,4	
Special	ARCHEOLOGICAL RESOURCES SURVEY AND REPORT			20,683		-	22,751	\$ 24,7	
Special	QA/QC					\$	-	\$ 11,9	
Special						\$	-	\$ -	
Special	TASK 9. STORMWATER ANALYSIS					\$	-	\$ -	
Special	PREPARE PROPOSED CONDITIONS MODEL					\$	-	\$ 5,8	
Special	DEVELOP PROPOSED CONDITIONS PIPE AND OUTFALL					\$	-	\$ 9,1	
Special	EVALUATE PIPE CONFIGURATION AND FLOWS TO 10340					\$	-	\$ 7,8	
Special	REVISIONS DURING DESIGN OR FROM CITY COMMENT					\$	-	\$ 5,1	
Special	TECHNICAL MEMORANDUM					\$	-	\$ 14,6	
Special	MEETING WITH TXDOT AND CITY (UP TO 2)					\$	-	\$ 3,6	
Special						\$	-	\$ -	
Special	TASK 10. TXDOT COORDINATION					\$	-	\$ -	
Special	PROJECT MEETINGS WITH TXDOT (20)					\$	-	\$ 38,3	
Special	OVERSIGHT LEVEL SPECIAL APPROVAL FORM					\$	-	\$ 1,7	
Special	ADVANCE PLANNING AND DEVELOPMENT (APD) STAGE GATE CHECKLIST					\$	-	\$ 1,7	
Special	PS&E STAGE GATE CHECKLIST (FORM 2443)					\$	-	\$ 1,7	
Special	ENVIRONMENTAL REVIEW REQUEST					\$	-	\$ 1,7	
Special	ADVANCED FUNDING AGREEMENT PROJECT BUDGET FORM					\$	-	\$ 1,7	
Special	PROJECT INFORMATION FORM (PIF)					\$	-	\$ 1,7	
Special	DESIGN SUMMARY REPORT AND MEETING					\$	-	\$ 8,8	
Special	CONTRACT TIME ESTIMATE					\$	-	\$ 3,	
Special	FORM 1002 AND FORM 2229					\$	-	\$ 3,	
Special	LOCAL GOVERNMENT PROJECT - PLAN DEVELOPMENT REVIEW CHECKLIS					\$	-	\$ 6,	
Special	SCHEMATIC CHECKLIST					\$	_	\$ 8,	
						\$		\$ 0,0	
	Total Hours / Quantity	\$ 488,380	\$ 33.950	\$ 37,423	\$ 89,145	Ť		<u>*</u>	
	Total Hours / Quantity	Ψ 400,300	ψ 33,950	Ψ 31,423	ψ 05,145				

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	<u>Hourly Rate</u>		
<u>Position</u>	<u>Min</u>	<u>Max</u>	
Professional 1	102	196	
Professional 2	119	203	
Professional 3	147	312	
Professional 4	161	375	
Professional 5	214	389	
Professional 6	242	455	
Construction Manager 1	112	172	
Construction Manager 2	126	207	
Construction Manager 3	165	214	
Construction Manager 4	175	266	
Construction Manager 5	214	326	
Construction Manager 6	287	389	
Construction Representative 1	91	112	
Construction Representative 2	102	130	
Construction Representative 3	109	196	
Construction Representative 4	140	207	
CAD Technician/Designer 1	74	133	
CAD Technician/Designer 2	105	210	
CAD Technician/Designer 3	140	249	
Corporate Project Support 1	77	172	
Corporate Project Support 2	84	252	
Corporate Project Support 3	105	364	
Intern / Coop	56	102	

Rates for In-House Services and Equipment

<u>Mileage</u>	Bulk Printing and Reproduction			Equipment		
Standard IRS Rates		B&W	<u>Color</u>	Valve Crew Vehicle ((hour)	\$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)		\$500
	Large Format (per sq. ft.)			Water Quality Meter (per day)		\$100
	Bond	\$0.25	\$0.75	Microscope (each)		\$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness	Guage (per day)	\$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection k	(it (per day)	\$275
				Flushing / Cfactor (each)		\$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each)		\$1,000
	Binding (per binding)	\$0.25				
					Survey Grade	<u>Standard</u>
				Drone (per day)	\$200	\$100
				GPS (per day)	\$150	\$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed Inhouse by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.



City Council Regular Meeting

DEPARTMENT: Capital Engineering

FROM: Travis N. Attanasio, PE, Senior Capital Engineer

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a contract with Klutz Construction LLC for construction services on the SW Alsbury Boulevard from CR 1020 to CR 920 (ITB 2025-013), with Bid Alternative 1, in the amount of \$7,100,389.90, with a project contingency of \$710,038.99, for a total amount of \$7,810,428.89 (Project ST2202). (Staff Contact: Travis N. Attanasio, PE, Senior Capital Engineer)

SUMMARY:

The bid documents for the extension of Alsbury Boulevard from the Hulen Street Roundabout to County Road 1020 (future Alsbury) were advertised on April 11, 2025 and closed on May 28, 2025. The bid documents are for the construction of a new section of 4-lane divided roadway with turn lanes, sidewalks, and drainage improvements. Additionally, at the request of Johnson County Special Utility District (JCSUD), a 12-inch waterline is included in the project, however, as the JCSUD standard is an 8-inch waterline the District would be responsible for paying for the upsizing. Therefore, the project had Bid Alternative 1 as the 8-inch waterline, in case JCSUD did not have the budget to fund the larger pipeline. At this time, they have not agreed to pay for the increase. If funds become available, JCSUD will remit them to the City and a change order may be processed for this project using those funds.

RECOMMENDATION:

Consider and take possible action on a contract with Klutz Construction LLC for construction services on the SW Alsbury Boulevard from CR 1020 to CR 920 (ITB 2025-013) in the amount of \$7,100,389.90, with a project contingency of \$710,038.99, for a total amount of \$7,810,428.89 (Project ST2202).

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

- Design funding approved in June 2022
- Right-of-Way and Easement acquisition started in December 2023 and completed in May 2025

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$7,810,428.89

Account Number(s): 4203101-70020

Fund: Engineering/Capital

Account Description: GO Bond, FY25 CO ST Bond, Street Bond, WS Bond

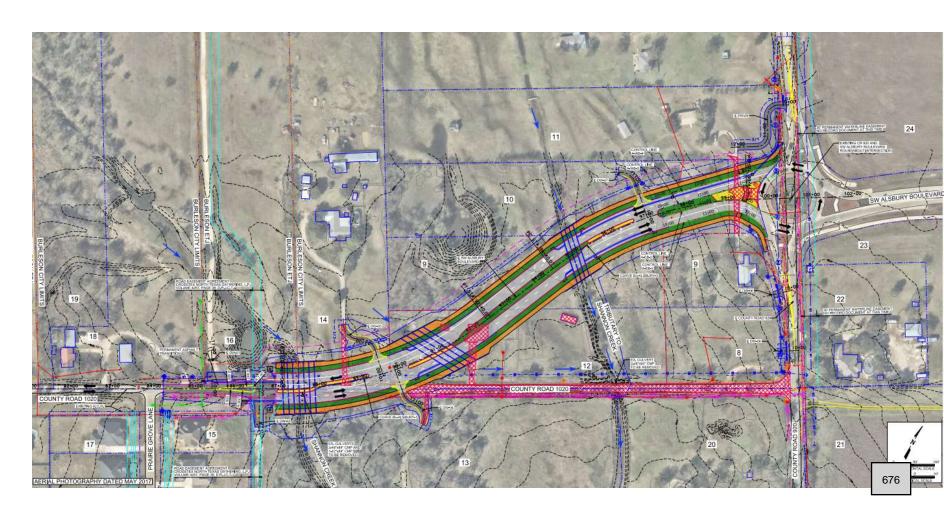
STAFF CONTACT:

Travis N. Attanasio, PE Senior Capital Engineer <u>tattanasio@burlesontx.com</u> 817-426-9614

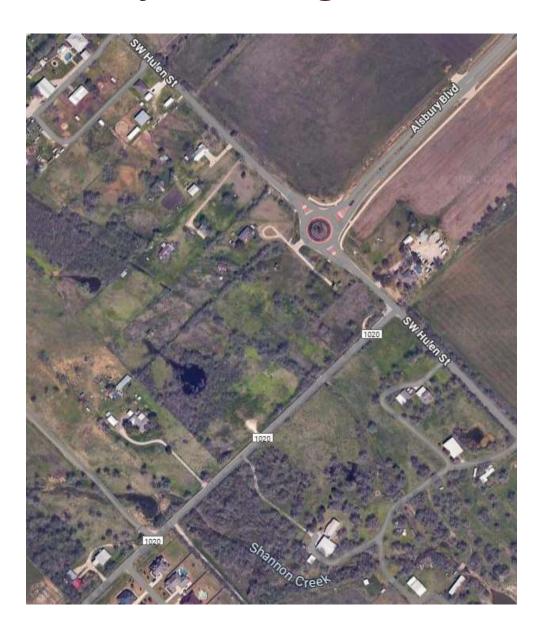


SW Alsbury Boulevard From CR 1020 to CR 920

Award of Bid June 16, 2025



Project Background



- Design funding approved in June 2022
- Right-of-Way and Easement acquisition started in December 2023 and completed in May 2025
- Construction of a new section of 4-lane divided roadway with turn lanes, sidewalks, and drainage improvements
- At the request of Johnson County Special Utility District (JCSUD), a 12-inch waterline is included in the project
- The JCSUD standard is an 8-inch waterline therefore the District would be responsible for paying for the upsizing
- The project had Bid Alternative 1 as the 8-inch waterline

Construction Procurement

- Invitation to Bid issued April 11, 2025
- Bids opened May 28, 2025
- Eight (8) submissions received (all Bid Alternate 1 numbers shown)

Bidder	Amount
Klutz Construction LLC	\$7,100,389.90
Pavecon Public Works	\$7,614,698.87
Jackson Construction, Ltd.	\$7,784,824.50
McMahon Contracting	\$8,081,013.96
King George Traffic Solutions, LLC	\$8,969,737.00
Rebcon, Inc.	\$9,088,688.24
Ed Bell Construction Company	\$9,227,308.00
Axis Contracting	\$10,606,848.63

- Construction Contingency (10%): \$710,038.99
- Recommended Award: \$7,100,389.90
- Budgeted Resources: \$7,862,536.00



Timeline

- Contract Award: June 16, 2025
- Notice to Proceed: Issued in 2-3 weeks
- Contract Time: 382 Calendar Days

• Estimated Completion: Summer 2026

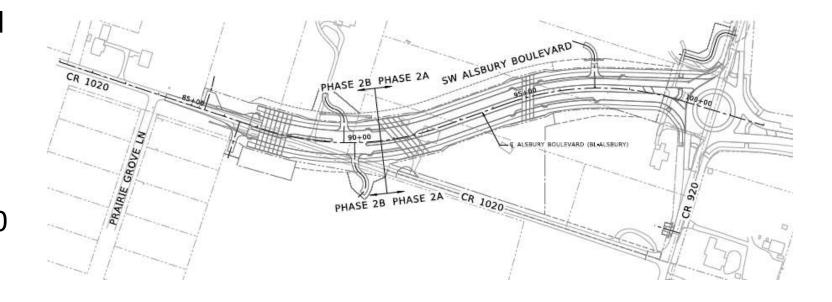
Construction Phasing

• Phase 2A

 Traffic maintained on County Road 1020 and County Road 920

• Phase 2B

 County Road 1020 closed (contract maximum of 90 calendar days)



Action Requested

Consider and take possible action on a contract with Klutz Construction LLC for construction services on the SW Alsbury Boulevard From CR 1020 to CR 920 (ITB 2025-013), with Bid Alternate 1, in the amount of \$7,100,389.90, with a project contingency of \$710,038.99 for a total amount of \$7,810,428.89 (Project ST2202).



Questions / Discussion

Travis N. Attanasio, PE Senior Capital Engineer tattanasio@burlesontx.com 817-426-9614





City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony D. McIlwain, AICP, CFM, Development Services Director

MEETING: June 16, 2025

SUBJECT:

Consider and take possible action on a development agreement with Phelps Real Estate III, LLC, RPO Properties, L.P., and an associated ETJ development project (*Staff Contact: Tony D. McIlwain, Development Services Director*)

SUMMARY:

Maneo Acquisitions (i.e. the Developer) is under contract to purchase approximately 578 acres of land located within City of Burleson's and Town of Cross Timber's ETJ. The property is located along the north and south rights-of-way of Conveyor Drive, east of SE John Jones Drive. To facilitate the development, the current property owners are willing to enter into a development agreement with the City that establishes restrictions and commitments for all parties.

The development agreement contemplates the following:

- Contemplates Cross Timber releasing portion of the property (18.815 acre tract) from their ETJ.
- Contemplates City will accept Developer's petition City to incorporate the 18.815 acre tract within its ETJ.
- Contemplates City consenting to creation of the MUD.
- Contemplates City releasing property from sewer CCN and assisting with decertification with Public Utility Commission.
- Contemplates City entering into a Strategic Partnership Agreement (SPA), agreeing to specific conditions for future annexation(s).

Following purchase, the Developer will petition the City for creation of "one or more municipal utility districts over the property". The development is proposed to be a mixture of residential housing types. Maximum density for residential units shall not to exceed five (5) units per acre, measured on the total acreage of the Property and subject to a pro rata adjustment upon annexation of additional land into the District.

SINGLE FAMILY LOT SUMMARY

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

MULTI-FAMILY AND BUILD TO RENT SUMARY

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

RECOMMENDATION:

Staff recommends the Council approve the development agreement.

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

None

REFERENCE:

None

FISCAL IMPACT:

Proposed Expenditure/Revenue: n/a

Account Number(s): n/a

Fund: n/a

Account Description: n/a

STAFF CONTACT:

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



MANEO

DEVELOPMENT AGREEMENT

BACKGROUND

- Maneo Acquisitions (i.e. the Developer) is under contract to purchase approximately 578 acres of land located within City of Burleson's and Town of Cross Timber's ETJ.
- Following purchase, the Developer will petition the City for creation of "one or more municipal utility districts over the property".
- Developer is willing to enter into a development agreement that establish restrictions and commitments for both parties.

LOCATION



PROJECT SUMMARY

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

LAND USE	LOT/UNIT COUNT	ACREAGE
SINGLE-FAMILY RESIDENTIAL	± 1,625 LOTS (BELOW)*	± 366.09 ACRES
BUILD-TO-RENT RESIDENTIAL (12 U/A MAX)	± 264 UNITS (12 U/A)	± 22.01 ACRES
MULTIFAMILY RESIDENTIAL (25 U/A MAX)	± 384 UNITS (25 U/A)	± 15.37 ACRES
AMENITY CENTER		± 5.44 ACRES
WASTEWATER TREATMENT PLANT		± 10.00 ACRES
SUBTOTAL (NET DEVELOPABLE)	± 2,273 (5.43 U/A)	± 418.91 ACRES
UNDEVELOPABLE LAND AREA (INCLUDING DETENTION & MAJOR ROADWAYS)		± 159.16 ACRES
TOTAL AREA (GROSS)		± 578.07 ACRE
* PROJECTED LOT MIX FOR SINGLE-FAMILY RESIDENTIAL A (25%) ± 4,800 SF LOTS (40° X 120°, TYP) WITH NO ALLEY ACCES (45%) ± 6,000 SF LOT (50° X 120°, TYP) WITH NO ALLEY ACCES (30%) ± 7,200 SF LOT (60° X 120°, TYP) WITH NO ALLEY ACCES	SS: ± 467 LOTS @ 5.1 UNITS/ACRE S: ± 741 LOTS @ 4.5 UNITS/ACRE	
PROJECTED TOTAL LOT COUNT FOR SINGLE-FAMILY RESID	ENTIAL: ± 1,625 LOTS	
NOTE: 1. LOT/UNIT DENSITIES SHOWN (U/A) ARE CALCULATED PER NET	DEVELOPABLE ACREAGE FOR ALL	USES.
FLOOD STUDY TO BE PREPARED FOR THE CURRENT FEMA ZON FOR ADDITIONAL LOT YIELD AT AN AVERAGE DENSITY OF 4.5 L		DING AREAS; POTENTIAL

PROJECT SUMMARY

SINGLE FAMILY LOT SUMMARY

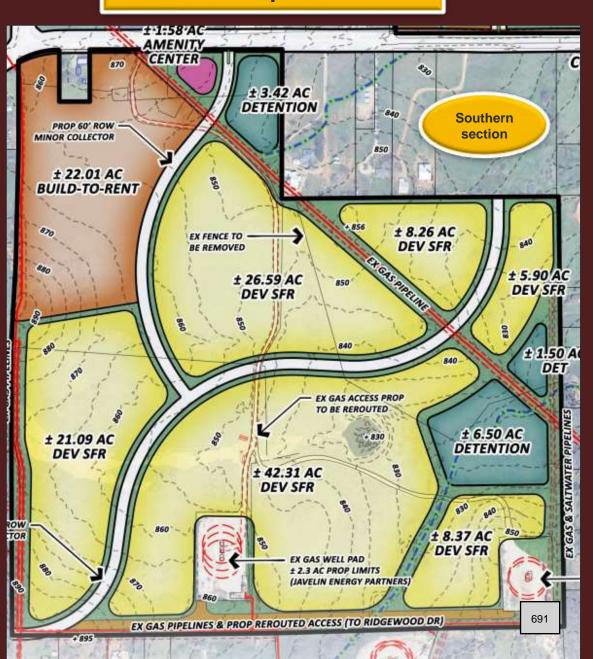
Lot Type	Minimum Lot Frontage	Minimum Lot Size	Planned Percentage	Allowable Percentage Range
40' LOTS	40'	4,000	25.00%	0.0% - 30.00%
50' LOTS	50'	5,400	45.00%	20.00% - 60.00%
60' LOTS	60'	7,000	30.00%	20.00% - No Max

MULTI-FAMILY AND BUILD TO RENT SUMARY

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

TOWN OF CKOSS TIMBER TOWN OF CROSS TIMBER ETJ DET Northern section ± 49.91 AC DEV SFR EX PLUGGED WELL & ABANDONED GAS PIPELINE TOWN OF CROSS TIMBER ETJ CITY OF BURLESON ETJ EX UPLAND POND, TYP (POTENTIAL JWOUS) ± 14.06 AC EX OVERHEAD ELECTRIC TO BE REMOVED DEV SFR ± 10.42 AC PROP'60' ROW MINOR COLLECTOR **DEV SFR** ± 31.10 AC DEV SFR ± 5.84 AC DEV SFR K GAS WELL PAD PROPOSED TO BE -ABANDONED & WELLS PLUGGED ± 10.88 AC DEV SFR (JAVELIN ENERGY PARTNERS) EX GAS PIPELINES & ACCESS ± 17.21 AC ± 10.00 AC DEV SFR ± 26.50 AC DEV SFR PROPOSED CUT AND DETENTION POND(S) ±35.25 AC FOR OFFSETTING POTENTIAL **DEV SFR** RECLAMATION FILL EX IN-LINE POND, TYP PROPOSED CUT AND DETENTION POND(S) FOR OFFSETTING POTENTIAL ± 3.86 AC AMENITY CENTER RECLAMATION FILL ROP 60' ROW MINOR COLLECTOR EX WATER O WELLS ... ± 15.37 AC MULTIFAMILY ± 52.39 AC DEV SFR (WHERE DEV ACREAGE SHOWN), PER REPORT BY IES, DATED 12/16/21, AND PER CLIENT DIRECTION.

Concept Plan



AMENITIES SUMMARY

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

Conceptual Amenity Exhibit ± 578.07 Acres in the City of Burleson ETJ, and the Town Limits and ETJ of Cross Timber, Johnson County, Texas AMENITY SUMMARY LAND USE ACREAGE/MILES AMENITY CENTERS ± 5.44 ACRES ± 2.5 ACRES ±75 MILES

DEVELOPMENT AGREEMENT

- Developer to request that Cross Timber releases a portion of the property (18.815 acre tract)
 from their ETJ.
- City will accept Developer's petition City to incorporate the 18.815 acre tract within its ETJ.
- City consenting to creation of the MUD.
- City releasing property from sewer CCN and assisting with decertification with Public Utility Commission.
- City may enter into a Strategic Partnership Agreement (SPA), which would allow for future annexation(s).

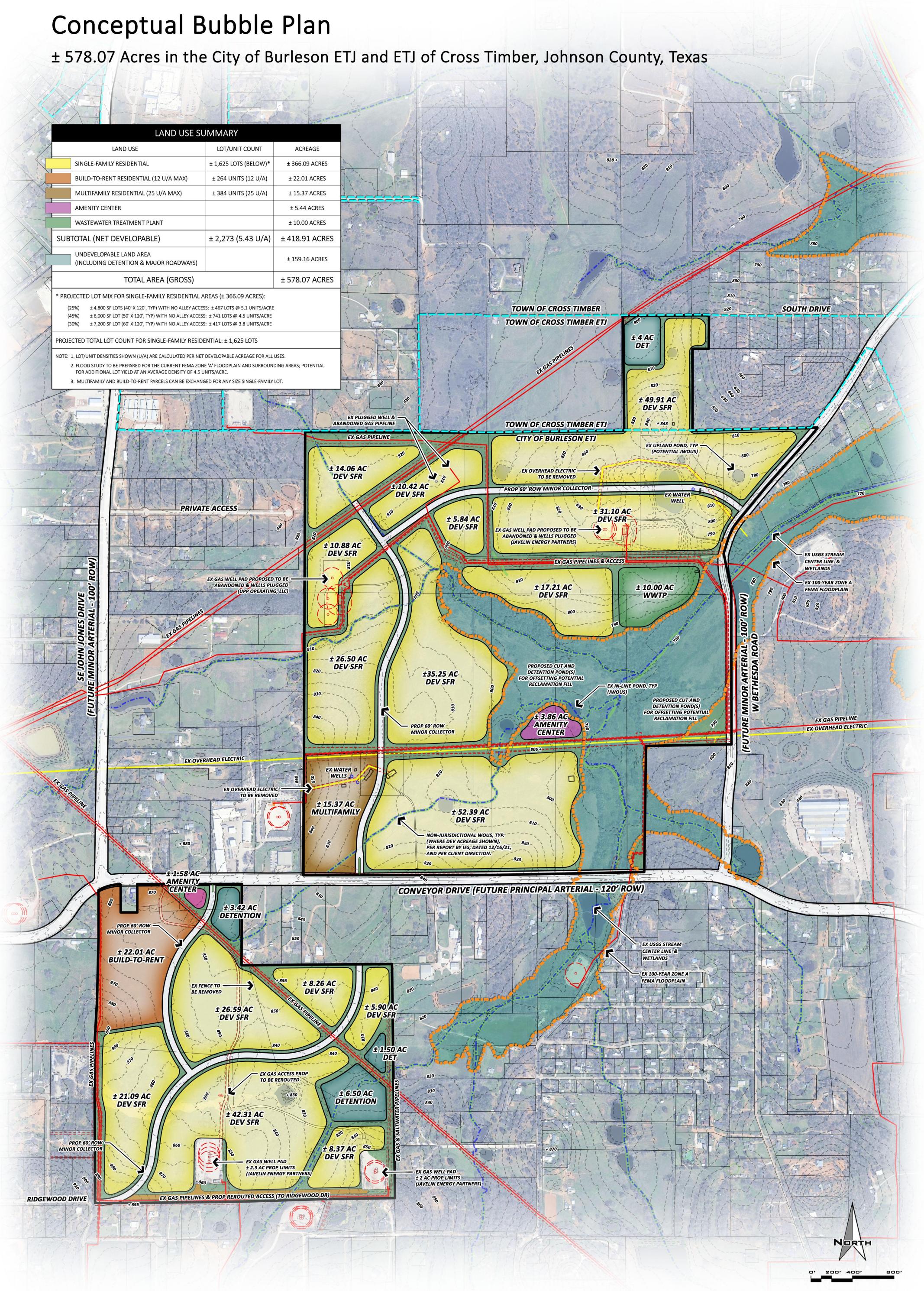
DEVELOPMENT AGREEMENT

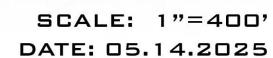
- City will review and approve wastewater, drainage/ detention and road facilities construction plans.
- Public roads will be designed to city standards and owned by the MUD.
- City has no obligation to provide police or fire protection, or any other services at this time



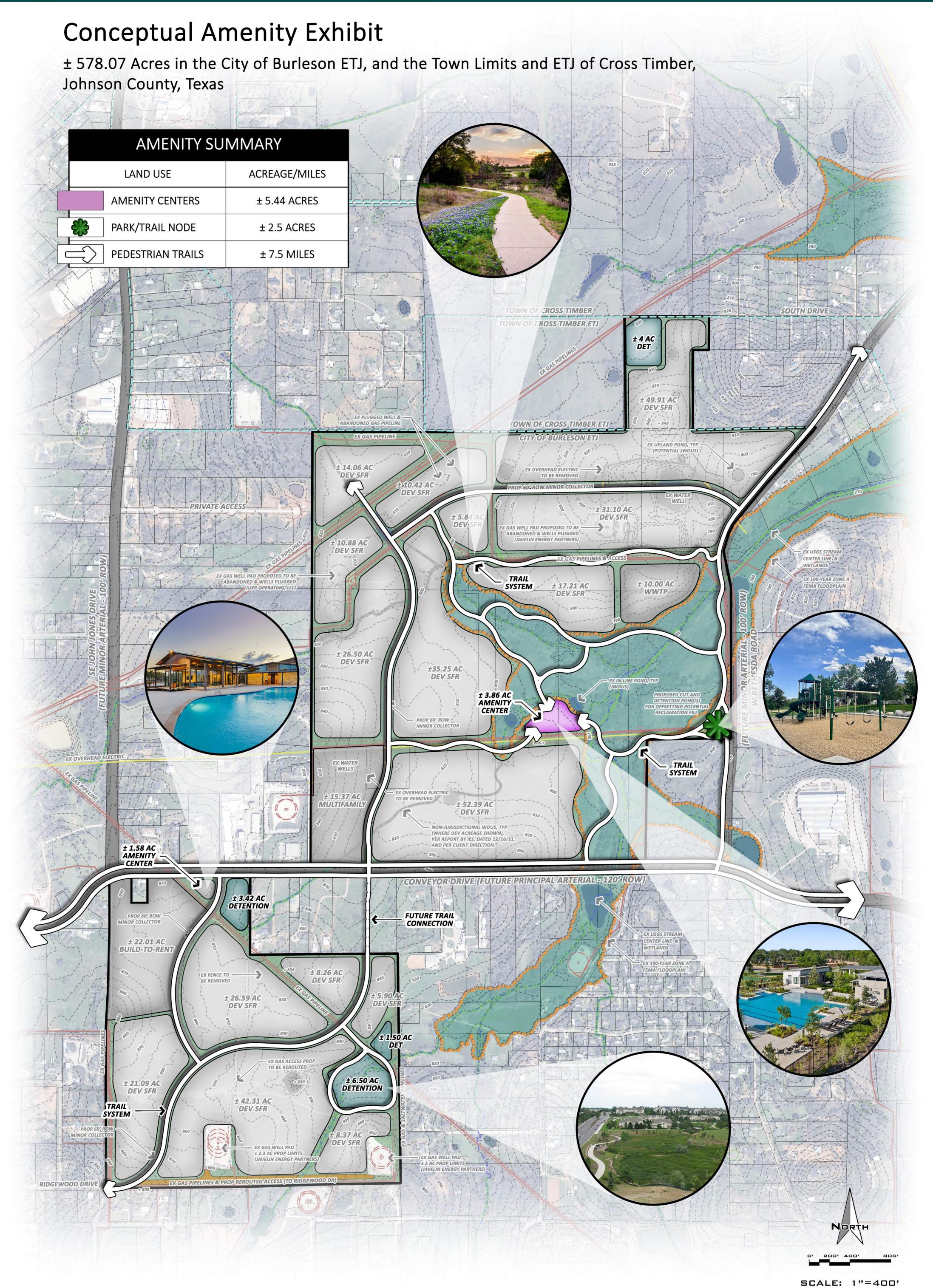
RECOMMENDATION

 Staff recommends City Council approves and enters into the development agreement.













DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF BURLESON, TEXAS, PHELPS REAL ESTATE III, LLC AND RPO PROPERTIES, L.P.

This DEVELOPMENT AGREEMENT (this "<u>Agreement</u>") is made and entered into as of June _____, 2025 (the "<u>Effective Date</u>"), by and among the City of Burleson, Texas, a home-rule municipality located in Johnson and Tarrant County, Texas (the "<u>City</u>"), Phelps Real Estate III, LLC, a Florida limited liability company, its successors and assigns (the "<u>Northern Tract Landowner</u>"), and RPO Properties, L.P., a Texas limited partnership, its successors and assigns (the "<u>Southern Tract Landowner</u>" and together with the Northern Tract Landowner, the "<u>Landowners</u>").

RECITALS

Northern Tract Landowner is the owner of an approximately +/- 386.874-acre tract, more particularly described and depicted in **Exhibit A-1** ("Tract 1") located wholly within the extraterritorial jurisdiction ("ETI") of the City, and an approximately +/- 18.851-acre tract more particularly described and depicted in **Exhibit B** (the "ETI Tract"), located in the Town of Cross Timber's ETJ.

Southern Tract Landowner is the owner of approximately +/- 173.18-acres, as more particularly described and depicted in **Exhibit A-2** ("Tract 2") located wholly within the ETJ of the City. Tract 1, Tract 2, and the ETJ Tract shall be referred to herein collectively as the "Property".

Maneo Acquisitions, LLC, or an affiliate entity ("<u>Maneo</u>" or "<u>Developer</u>") is under contract to purchase Tract 1 and the ETJ Tract from the Northern Tract Landowner and Tract 2 from the Southern Tract Landowner. At closing, Landowners will execute an assignment of this Agreement and Maneo shall become the landowner of the Property and be subject to the terms of this Agreement.

In the event Maneo does not hold fee simple title to the Property by October 1, 2025, then this Agreement shall automatically terminate and be of no force or effect on the Parties.

Developer intends to develop the Property as a high-quality master-planned community, as shown generally in the General Plan (as hereinafter defined) attached hereto as **Exhibit C**, which includes single-family residential, multi-family, open space, and other public and private amenities.

Subject to the approval and execution of this Agreement, and upon the release of the ETJ Tract from the Town of Cross Timber's ETJ, the Northern Tract Landowner will petition the City in the form of **Exhibit F** to expand its ETJ to include the ETJ Tract, and the City agrees to provide its consent in the form of **Exhibit G** to the expansion and extension of its ETJ to include the ETJ Tract.

Landowners will petition the City for its consent to the creation of one or more municipal utility districts over the Property in the form of <u>Exhibit D</u>, and the City agrees to provide its consent in the form of <u>Exhibit E</u> attached hereto and to place the petition on the agenda for the next available City Council meeting following Landowners' submission, subject to the City's applicable deadlines for agenda placement.

The City wishes to provide for the orderly, safe and healthful development of the Property.

Landowners represent that developing the Property in a financially feasible manner requires an agreement providing for long-term certainty in regulatory requirements and development standards applicable to the development of the Property.

The City and Landowners agree that the development of the Property can best proceed pursuant to a development agreement.

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property. The City and Landowners are proceeding in reliance on the enforceability of this Agreement.

Landowners desire to enter into this Agreement for the purpose of securing the long-term certainty in regulatory requirements and development standards applicable to the development of the Property in exchange for adding the ETJ Tract to the City's ETJ and Landowners' agreement that the terms and conditions of this Agreement will be a covenant running with the land and binding on all future Landowners of the Property.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and Landowners agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1. <u>Definitions</u>. Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

Bethesda WSC means the Bethesda Water Supply Corporation.

CCN means a certificate of convenience and necessity issued by the PUC or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

City means the City of Burleson, Texas.

City Council means the City Council of the City or any successor governing body.

City Subdivision Regulations means the portions of the City of Burleson Subdivision Regulations in effect as of the Effective Date of this Agreement that are (i) applicable to development in the City's ETJ and (ii) not inconsistent with state law.

County means Johnson County, Texas.

Creation Consent Resolution means the resolution, the form of which is attached hereto as **Exhibit E**, to be adopted by the City Council of the City evidencing the City's consent to the creation of the District and inclusion of the Property therein.

Developer or *Maneo* means Maneo Acquisitions, LLC, or an affiliate thereof, and its successors and assigns.

District means one or more municipal utility districts created by order of the TCEQ under the provisions of Article XVI, Section 59 of the Texas Constitution, and operating pursuant to Chapters 49 and 54 of the Texas Water Code, as amended, and which include within its boundaries all or any portion of Tract 1, the ETJ Tract, and/or Tract 2 described and depicted in **Exhibit A-1**, **Exhibit B**, and **Exhibit A-2**, respectively, and any other land that is annexed into the District in the future.

Effective Date means the date set forth in the introductory paragraph.

ETJ Tract means the approximately +/-18.851 acres of land described and depicted in **Exhibit B**.

General Plan means the conceptual land use plan for the proposed development of the Property, a copy of which is attached hereto as **Exhibit C**, as it may be revised from time to time in accordance with <u>Section 2.2</u>.

Northern Tract Landowner means Phelps Real Estate III, LLC, a Florida limited liability company, any successor owner of any portion of Tract 1 and/or the ETJ Tract that is a successor or assignee of rights from the Northern Tract Landowner, and any entity affiliated with, related to, or owned or controlled by the Northern Tract Landowner, for purposes of acquiring, owning, or developing property subject to, or that may become subject to, this Agreement.

Party or Parties means, individually or collectively, as the context requires, the City, Landowners, and their respective successors and assigns as permitted by this Agreement.

Property means Tract 1, Tract 2, and the ETJ Tract.

Public Infrastructure means waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and road facilities.

PUC means the Public Utility Commission of Texas or its successor agency.

Southern Tract Landowner means RPO Properties, L.P., a Texas limited partnership, any successor owner of any portion of Tract 2 that is a successor or assignee of rights from the Southern Tract Landowner, and any entity affiliated with, related to, or owned or controlled by the Southern Tract Landowner for purposes of acquiring, owning, or developing property subject to, or that may become subject to, this Agreement.

Strategic Partnership Agreement means the Strategic Partnership Agreement to be entered into between the District and the City, the form of which is attached hereto as **Exhibit H**.

Successor Landowner has the meaning set forth in <u>Section 6.1</u>.

Temporary Housing has the meaning set forth in <u>Section 4.2</u>.

Tract 1 means the approximately 386.874-acres of land as described and depicted in **Exhibit A-1**.

Tract 2 means the approximately 173.18 acres of land as described and depicted in **Exhibit A-2**.

TCEQ means the Texas Commission on Environmental Quality or its successor agency.

1.2. <u>Exhibits</u>. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A-1	Tract 1 - Metes and Bounds Description and Depiction
Exhibit A-2	Tract 2- Metes and Bounds Description and Depiction
Exhibit B	ETJ Tract - Metes and Bounds Description and Depiction
Exhibit C	General Plan

Exhibit D Form of Petition for Creation

Exhibit E Form of Consent Resolution for Creation

Exhibit F Form of Petition Requesting Expansion and Extension of

ETJ

Exhibit G Form of Consent Resolution for Expansion and Extension

of ETJ

Exhibit H Form of Strategic Partnership Agreement

Exhibit I Form of Memorandum of Development Agreement

ARTICLE II. GENERAL PLAN, PLATTING, AND DEVELOPMENT STANDARDS

- 2.1. <u>Introduction</u>. The Property is to be developed as a master-planned community with single-family residential, multi-family, open space, and other public and private amenities.
- 2.2. <u>General Plan and Amendments Thereto</u>. The City and Landowners acknowledge that the attached General Plan is the conceptual land use plan for the development of the Property by the Developer, and the City hereby approves the General Plan. The Parties acknowledge and agree that the Property will be developed over a number of years. As such, the General Plan may be revised by Landowners from time to time.
- 2.3. <u>Subdivision and Platting Authority</u>. Landowners shall be required to finally plat any subdivision of the Property in accordance with this <u>Section 2.3</u>, provided that platting shall not be required for any subdivision of the Property for the purpose of qualifying persons to serve on the Board of Directors of the District. Subdivision plats of the Property shall be submitted to the City for review and approval pursuant to the Interlocal Agreement between the City and the County dated November 11, 2019, which grants the City the exclusive jurisdiction to regulate all subdivision plats in the City's ETJ. Notwithstanding any other provision of this Agreement, Landowners shall be responsible for paying all fees related to platting and subdivision of the Property.
- 2.4. <u>Regulatory Standards and Development Quality</u>. The City and Landowners agree that one of the primary purposes of this Agreement is to provide for quality development of the Property and certainty as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Landowners'

performance of the obligations under this Agreement to develop the Property in accordance with certain standards and to provide the overall quality of development described in this Agreement, the City agrees to the extent allowed by law that it will not impose or attempt to impose any moratoriums on building or development within the Property.

By the terms of this Agreement, the City and Landowners intend to establish development and design rules and regulations which will ensure a quality, unified development, yet afford the Landowners predictability of regulatory requirements throughout the term of this Agreement. Accordingly, the guidelines established by this Agreement include a general land use plan and annexation rights. The City and Landowners agree that any City ordinance, whether heretofore or hereafter adopted, that addresses matters that are covered by this Agreement shall not be enforced by the City within the Property, except to the extent expressed in this Agreement, and that the provisions of this Agreement govern development of the Property.

Landowners shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of Public Infrastructure or for any City inspection of such Public Infrastructure, except as expressly set forth herein. The City shall not charge any impact fees, capital recovery fees, permit fees associated with construction of Public Infrastructure, inspection fees, or other similar fees, other than fees associated with platting and subdivision of the Property as provided in Section 2.3, in connection with the development of the Property.

There shall be no obligation to apply for, pay for, or obtain from the City any permit for construction of private improvements within the Property or for any City inspection of such private improvements.

Development of the Property shall be in accordance with the City Subdivision Regulations and this Agreement. In the event of any conflict, this Agreement shall control.

- 2.5. <u>Vesting Rights</u>. The City acknowledges that the Property shall be deemed vested from the Effective Date. Landowners shall have the vested authority to develop the Property in accordance with this Agreement. This acknowledgment by the City is not intended to waive any of the exemptions to vesting codified in Section 245.004 of the Texas Local Government Code.
- 2.6. <u>Density</u>. The Property shall be developed with a maximum density for residential units not to exceed five (5) units per acre, measured on the total acreage of the Property and subject to a pro rata adjustment upon annexation of additional land into the District.

2.7. <u>Lot Size</u>. The Property shall be developed subject to the below guidelines, which guidelines may be subject to change or modification with the mutual consent of the Parties.

SINGLE FAMILY LOT SUMMARY

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

MULTI-FAMILY AND BUILD TO RENT SUMMARY

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

2.8. <u>Construction Standards for Public Infrastructure</u>. The Landowners or the District shall be responsible for construction of the anticipated Public Infrastructure to serve the Property. Landowners and the District shall not be required to oversize any Public Infrastructure to serve areas outside the District unless the cost of such oversizing is borne by the benefiting party or parties on a pro rata basis based on the relative benefit received to the total cost and such agreement is memorialized by separate agreement. All capacity in the Public Infrastructure constructed by Landowners or the District will be reserved to serve the Property.

Plans for the construction of the wastewater, drainage and detention, and road facilities to serve the Property shall be submitted to the City for review and approval.

a. Water Facilities. The Property is located within the water certificate of convenience and necessity ("CCN") held by Bethesda Water Supply Corporation ("Bethesda WSC"). Bethesda WSC will be the provider of retail water service to the Property and Landowners will work with Bethesda WSC to make provisions for public water supply and distribution services for the Property through public utility facilities to be constructed by or on behalf of the District that are designed and constructed in accordance with TCEQ standards applicable to Bethesda WSC, which standards must meet or exceed all applicable requirements of the State of Texas. The City shall have no obligation to provide water service to the Property, shall not be a party to any water service agreement for the Property, or review plans or inspect water infrastructure constructed to serve the Property.

b. Wastewater Facilities. The District will be the provider of retail wastewater service to the Property. The wastewater facilities will be constructed in accordance with the City Subdivision Regulations. All wastewater facilities constructed by or on behalf of the District, to serve the District, will be owned, operated, and maintained by the District or another municipal utility district. Users of wastewater within the Property will be customers of the District. Landowners or the District will cause to be constructed a wastewater treatment plant to serve the Property and any onsite wastewater facilities necessary to serve the Property. The City shall have no obligation to provide wastewater service to the Property and shall not be a party to any wastewater service agreement for the Property, but will have the right to review plans or inspect wastewater infrastructure constructed to serve the Property.

The Parties acknowledge that all or a portion of the Property lies within a wastewater CCN held by the City. The City hereby agrees that the land within the Property will be released from the City's wastewater CCN. Landowners will pursue, and file all necessary materials with the Public Utility Commission of Texas (the "PUC"), to release and/or decertify the land within the Property from the City's wastewater CCN. The City agrees that it will not contest or object to such release and/or decertification and that the City will assist as needed to effectuate the release and/or decertification, at no expense to the City. The City agrees that no compensation shall be owed by Landowners to the City in connection with such wastewater CCN release and/or decertification.

The Parties further acknowledge that an application for a wastewater discharge permit to serve the Property has or will be filed with the TCEQ. The City agrees that it will not act against, protest, or contest such discharge permit or any future amendments thereto.

c. *Drainage and Detention Facilities*. Landowners or the District shall design, construct, and finance drainage and detention facilities to serve the Property. Drainage and detention facilities will be constructed in accordance with the City Subdivision

Regulations. The City shall have no obligation to accept any drainage or detention facilities constructed to serve the Property but will have the right to review plans or inspect such drainage and detention infrastructure constructed to serve the Property. It is anticipated that drainage facilities and detention facilities will be conveyed to the District for ownership and maintenance.

- d. *Road Infrastructure*. All public roads to serve the Property shall be designed and constructed in compliance with the City Subdivision Regulations. It is anticipated that road facilities will be conveyed to the District for ownership and maintenance. The City shall have no obligation to accept any road facilities constructed to serve the Property but will have the right to review plans or inspect such road infrastructure.
- 2.9. <u>Fire Protection</u>. The City shall have no obligation to provide fire protection services to the Property. Fire protection to the Property will be provided by Johnson County ESD #1.
- 2.10. <u>Police Protection</u>. The City shall have no obligation to provide police protection services to the Property unless and until the Property is annexed into the City, and at such time, the City will provide the Property with the same level of police protection services as the remainder of the City. By separate agreement, the District may request and receive police protection services for the Property from the City.

ARTICLE III. ETJ EXPANSION; ANNEXATION

- 3.1. Expansion of City ETJ. The Northern Tract Landowner and the City agree that it would be in the best interest of the City to have all of the ETJ Tract included in the ETJ of the City. To that end, contemporaneous with the City's approval and execution of this Agreement and the release of the ETJ Parcel from the Town of Cross Timber's ETJ (i) the Northern Tract Landowner shall submit a petition to the City under Texas Local Government Code, Chapter 42 requesting that the City expand its ETJ to include the ETJ Tract in the City's ETJ in the form of **Exhibit F**; and (ii) the City shall accept the petition and adopt a resolution expanding the City's ETJ to include the ETJ Tract in the form of **Exhibit G**.
- 3.2. <u>Annexation</u>. The City shall not annex or attempt to annex, in whole or in part, or dissolve the District encompassing all or any part of the Property until: (1) all of the water, sanitary sewer, drainage, and road facilities to serve the District have been constructed, as determined by the District's engineer; and (2) Landowners, and their successors and assigns, have been fully reimbursed by the District to the maximum extent permitted by the rules of the TCEQ and other applicable law. Upon annexation and dissolution of the District, the City will immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District. In order to allow such annexation without the need for a confirming election, the City and the District will enter

into the Strategic Partnership Agreement in the form of **Exhibit H** attached hereto, which will provide the terms and conditions under which the City will have the option to annex the District when the conditions in this Section 3.2 have been satisfied.

- 3.3. <u>Strategic Partnership Agreement</u>. Notwithstanding its rights and powers under existing or subsequently enacted law, the City agrees not to annex, in whole or in part, the District except as provided for in the Strategic Partnership Agreement.
- 3.4 Annexation of Land by District. In the event additional land is acquired by Landowners and upon receipt of a petition for same, the City agrees to consent to the annexation of such land into the boundaries of the District and to place the petition on the agenda for the next available City Council meeting following Landowners' submission, subject to the City's applicable deadlines for agenda placement. If such land is annexed into the boundaries of the District, the terms of this Agreement may apply to the annexed land upon request by Landowner, and the City agrees to approve any necessary amendments to this Agreement to reflect same.
- 3.5 <u>Annexation Disclosure.</u> The Landowners expressly acknowledge that the Landowners are not required to enter into this Agreement, but have done so voluntarily, and that future annexation proceedings, if any, in accordance with this Agreement and the Strategic Partnership Agreement were subject to the Landowners' consent. This Agreement is authorized and governed by Chapter 43 of the Texas Local Government Code, Section 212.172(b)(7) of the Texas Local Government Code, and other applicable law. To the fullest extent required by law, the Parties acknowledge that this section complies with Section 212.172(b-1) and Section 43.005 of the Texas Local Government Code.

ARTICLE IV. CITY'S CONSENT TO CREATION; DISTRICT MATTERS

4.1. Consent to Creation of District. The City hereby consents to creation of the District and the inclusion of the Property therein. No further action will be required on the part of the City to evidence its consent. Provided, however, the City and Landowners recognize that City's consent must be evidenced by a resolution or ordinance of the City. Accordingly, the City agrees to adopt the Consent Resolution in the form of **Exhibit E** contemporaneously with approval of this Agreement. The District will be authorized to exercise all powers granted to municipal utility districts pursuant to Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, as amended, and all other applicable laws and regulations presently existing or hereafter enacted. These powers shall include, but not be limited to, the power to design, construct, and issue bonds for the purpose of water, sewer, drainage, and road facilities. The City agrees to support the creation of the District throughout the TCEQ creation process.

- 4.2. <u>Temporary Housing</u>. Landowners may utilize manufactured or other forms of temporary housing, trailers, or buildings on the Property for the District's creation and confirmation process, during the construction phases of the Property's development, and for a sales office ("<u>Temporary Housing</u>"). Temporary Housing may be located on any site within the Property for such purposes regardless of whether the land has been subdivided in accordance with this Agreement. No permits shall be required from the City relating to the construction, placement, or use of such structures within the Property.
- 4.3. <u>Bonds</u>. The District may issue bonds for any purpose authorized by law. The District shall obtain all necessary authorizations for bonds issued in accordance with laws applicable to the District.

ARTICLE V. DEFAULT AND TERMINATION

- 5.1. <u>Breach of Agreement</u>. If a Party to this Agreement believes that another Party has, by act or omission, committed a breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement. It is the intention of the Parties to this Agreement that the Property be developed in accordance with the terms of this Agreement and that Landowners follow the development plans as set out in the General Plan, as may be amended from time to time.
- a. The Parties acknowledge and agree that any substantial deviation by Landowners from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement.
- b. The Parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the following instances:
 - 1. The imposition or attempted imposition of any moratorium on building or development within the Property;
 - 2. The imposition by the City of a requirement that Landowner, Landowner's grantee, or a grantee's successor apply for or obtain from the City any permit for construction of public or private improvements, obtain any inspection related thereto, or pay any fee for any application, permit, or inspection, other than as may be authorized in this Agreement;
 - 3. The imposition of a requirement to provide Public Infrastructure through some method substantially or materially different than the plan set forth in this Agreement;

- 4. An attempt by the City to annex, in whole or in part, the District prior to the occurrence of the conditions set forth in the Strategic Partnership Agreement;
- 5. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement;
- 6. An attempt by the City to modify, amend, or control the General Plan where same complies with the requirements of this Agreement; and
- 7. An attempt by the City to unlawfully withhold approval of a plat of land within the Property that complies with the requirements of this Agreement, as specifically described in <u>Section 2.3</u>.

5.2. Notice of Landowners' Default.

- a. The City shall notify Landowners in writing of an alleged failure by Landowners to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Landowners shall, within sixty (60) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.
- b. The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Landowners.
- c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.
- d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Landowners in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may exercise the applicable remedy under <u>Section 5.4</u> or <u>Section 5.5</u>.

5.3. Notice of City's Default.

a. Landowners shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within sixty (60) days after receipt of the notice or the longer period of time as Landowners may specify in the notice, either cure the alleged failure or, in a written response to Landowners, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

- b. Landowners shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City.
- c. If Landowners determine that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Landowners, or that the failure is excusable, the determination shall conclude the investigation.
- d. If Landowners determine a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Landowners, then Landowners may exercise the applicable remedy under <u>Section 5.4</u> or <u>Section 5.5</u>.

5.4. Remedies.

- a. If the City determines that Landowners have committed one or more breaches of this Agreement beyond any applicable notice and cure period, the City may file suit in a court of competent jurisdiction in Johnson County, Texas, and seek actual damages to the full extent allowed by law, seek specific performance of this Agreement to the full extent allowed by law, or seek mediation with Landowners under <u>Section 5.5</u>. The City may seek different remedies as specified in this section for different breaches.
- b. If Landowners determine that the City has committed one or more breaches of this Agreement beyond any applicable notice and cure period, Landowners may file suit in a court of competent jurisdiction in Johnson County, Texas, seek actual damages to the full extent allowed by law, seek specific performance of this Agreement to the full extent allowed by law, or seek mediation with the City under Section 5.5. Landowners may seek different remedies as specified in this section for different breaches. The City hereby waives any governmental immunity from suit for a breach of this Agreement in accordance with Texas Local Gov't Code Sec. 212.172 (i),(j), and (k).
- 5.5. <u>Mediation</u>. Before filing suit or seeking any other remedy for breach of this Agreement, the Parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim,

dispute, disagreement, or controversy that arises between the Parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation.

ARTICLE VI. MISCELLANEOUS

- 6.1. <u>Sale of Property; Assignability</u>. Any Agreement by the Landowners to sell the entirety or any portion of the Property to a person intending to develop the Property or such portion thereof (a "<u>Successor Landowner</u>," whether one or more) and any instrument of conveyance for the entirety or any portion of the Property to such Successor Landowner shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Landowner. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Property. This Agreement is assignable by Landowners. Landowners agree to provide written notice to the City of such assignment.
- 6.2. Force Majeure. If any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority (but an order of the City shall not be an event of force for the City), insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder, and any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty.
- 6.3. <u>Law Governing</u>. This Agreement shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction. Venue shall be in Johnson County, Texas.

- 6.4. <u>No Additional Waiver Implied.</u> No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.
- 6.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any Party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the Party to be notified. For the purpose of notice, addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Burleson, Texas Attn: City Manager 141 W Renfro Street Burleson, TX 76028-4296

If to the Northern Tract Landowner, to:

Phelps Real Estate III, LLC Attn: Brad Thompson 3300 University Blvd., Suite 218 Winter Park, Florida 32783

If to the Southern Tract Landowner, to:

RPO Properties, L.P. Attn: Rob Orr 201 W. Ellison Burleson, TX 76028

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other Parties.

- 6.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the Parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the Parties.
- 6.7. <u>Severability</u>. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.
- 6.8. <u>Benefits of Agreement</u>. This Agreement is for the benefit of the City and the Landowners and shall not be construed to confer any benefit on any other person except as expressly provided for herein.
- 6.9. <u>Attorneys' Fees</u>. In the event of any litigation between the Parties with respect to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the losing Party.
- 6.10. <u>Recordation</u>. A memorandum of this Agreement, in substantially the form attached hereto as <u>Exhibit I</u>, shall be recorded in the Official Public Records of the County.
- 6.11. Execution of Agreements by District. After approval of the creation of the District by the TCEQ, the Board of Directors of the District shall adopt the Strategic Partnership Agreement in the form attached hereto as **Exhibit H** within ninety (90) days after the election confirming creation of the District.
- 6.12. <u>Term</u>. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Landowners. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of Landowners and the City.
- 6.13. <u>Authority for Execution</u>. 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. Landowners hereby certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted in conformity with the [certificates of formation] and governing documents of each entity.

6.14. Statutory Verifications.

- a. <u>Anti-Boycott Verification</u>. Pursuant to Chapter 2271 of the Texas Government Code, as amended, Landowners verify that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Landowners, any of their parent companies, nor any of their common-control affiliates currently boycotts or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.
- b. <u>Foreign Terrorist Organizations</u>. Pursuant to Chapter 2252 of the Texas Government Code, as amended, Landowners represent and verify that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Landowners, any of its parent companies, nor any of its common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code, as amended.
- c. No Boycott of Energy Companies. Pursuant to Chapter 2276 of the Texas Government Code, as amended, at the time of execution of this Agreement, Landowners do not boycott and will not boycott energy companies. The term "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code, as amended.
- d. <u>No Discrimination Against Firearm Entities</u>. Pursuant to Chapter 2274 of the Texas Government Code, as amended, at the time of execution of the Agreement, Landowners do not have and will not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association. The term "discriminates against a firearm entity or firearm trade association" as used in this paragraph has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code, as amended.
- e. <u>No Ownership by Certain Foreign-Owned Companies</u>. Pursuant to Chapter 2275 of the Texas Government Code, as amended, at the time of execution of the Agreement, Landowners are not owned by, or the majority of their stock or other ownership interest, is not held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

- f. <u>Legislative and Police Power</u>. The Parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to and in the exercise of its governmental functions, and to the fullest extent required by law, this Agreement shall not be construed as constituting an abrogation or "contracting away" of the City's police or legislative power pursuant to the Texas Constitution or the City's Charter, including, but not limited to the City's, power to protect the public health, safety, and welfare, or to define or prohibit nuisances within 5,000 feet outside its limits under Texas Local Government Code Sec 217.042.
- g. Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of this Agreement until the applicable statute of limitations have run.

(Signature Pages Follow)

Executed by the City and Landowners to be effective on the Effective Date.

	<u>CITY</u> :
	CITY OF BURLESON, TEXAS
	By: Chris Fletcher Title: Mayor
ATTEST:	
Amanda Campos, TRMC, CMC, C	City Secretary
	§ §
	§
	wledged before me this day of, the City of Burleson, Texas, on behalf of said City.
	Notary Public, State of Texas
(NOTARY SEAL)	

[SIGNATURES CONTINUED ON NEXT PAGE]

NORTHERN TRACT LANDOWNER:

PHELPS REAL ESTATE III, LLC,

a Florida limited liability company

	В	By:	
		Name: John Phelps	
	T	Title: Manager	
TATE OF	c		
STATE OF	§ §		
COUNTY OF	§		
This instrument was ac	knowledged	d before me on	, 2025, by
ohn Phelps, Manager of Phel on behalf of said company	ps Real Estat	te III, LLC, a Florida lir	mited liability company
• •			
		Notary Public Sig	gnature
NOTARY SEAL)			

[SIGNATURES CONTINUED ON NEXT PAGE]

SOUTHERN TRACT LANDOWNER:

RPO PROPERTIES, L.P., a Texas limited partnership By: Orr Investments, LLC, a Texas limited liability company, its general partner By: _____ Name: Rob Orr Title: President STATE OF TEXAS § § COUNTY OF _____ This instrument was acknowledged before me on _____ Rob Orr, President of Orr Investments, LLC, a Texas limited liability company, general partner of RPO Properties, L.P., a Texas limited partnership, on behalf of said company and limited partnership. Notary Public Signature (NOTARY SEAL)

[END OF SIGNATURES]

EXHIBIT A-1

TRACT 1

(attached)

(24006 - Hines - Bethesda Road Tract (Burleson ETJ)\COGO\EXHIBITS\24006-BURLESON ETJ EXHIBIT.dwg

"EXHIBIT A"

PROPERTY DESCRIPTION

STATE OF TEXAS: COUNTY OF JOHNSON:

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

BEGINNING at a bent 3/8" rebar found in the called north line of F.M. No. 917 - Conveyer Drive (called 80' R.O.W, adjoining R.O.W. per Volume 367, Page 594, Deed Records, Johnson County, Texas), being the southeast corner of said Phelps Real Estate III called 314.3351 acre tract and the southwest corner of a tract of land as described in deed to Quentin M. Thomas and Linda S. Thomas, recorded in 2017-10671, OPRJCT;

THENCE along the called north line of said F.M. No. 917 and the south line of said Phelps Real Estate III called 314.3351 acre tract, as follows:

South 88 degrees 41 minutes 10 seconds West, a distance of 1,298.11 feet (deed South 88 degrees 41 minutes 23 seconds West, 1,298.11 feet) to a mag nail with washer stamped KHA found;

South 89 degrees 51 minutes 54 seconds West, a distance of 180.98 feet (deed South 89 degrees 50 minutes 23 seconds West, 181.00 feet) to a 5/8" rebar caped KHA found;

South 89 degrees 48 minutes 33 seconds West, a distance of 167.97 feet (deed South 89 degrees 50 minutes 11 seconds West, 168.00 feet) to a 5/8" rebar caped KHA found;

South 89 degrees 58 minutes 48 seconds West, a distance of 1,633.44 feet (deed South 89 degrees 57 minutes 52 seconds West 1,633.34 feet) to a 5/8" rebar caped KHA found at the southwest corner of said Phelps Real Estate III called 314,3351 acre tract, from which a 3" metal fence corner found bears South 88 degrees 38 minutes 09 seconds West, 35.92 feet:

THENCE North 00 degrees 13 minutes 36 seconds East, departing the called north line of said F.M. No. 917, along the west line of said Phelps Real Estate III called 314.3351 acre tract, at a distance of 1,771.37 feet passing a 3/8" rebar found 2.3 feet east of line at the northeast corner of a tract of land as described in deeds to Angelberth Olquin and Ana Isabel Olguin, recorded in 2021-47907 & 2022-815, OPRJCT and the most easterly southeast corner of a Tract #1 as described in deed to Stride Right LLC, recorded in 2022-24930, OPRJCT, at a distance of 2,215.58 feet passing a 1/2" rebar found 0.61 feet west of line, at a distance of 2508.67 feet passing a 1/2" rebar found 1.31 feet west of line at the northeast corner of said Stride Right Tract #1 and the southeast corner of a tract of land as described in deed to Thomas W. Gray and wife, Laura Louise Gray, recorded in Volume 593, Page 329, OPRJCT, at a distance of 2719.99 feet passing a 5/8" rebar found 0.57 feet east of line at the northeast corner of said Gray tract, at a distance of 2937.08 feet passing a 5/8" rebar found 0.59 feet east of line, at a distance of 3154.50 feet passing a 8" wood fence corner found 0.93 feet east of line at the northeast corner of Lot 2, Block 1 of the minor plat of Lots 1 and 2, Block 1, Seekins Addition, an addition to Johnson County, Texas as recorded in 2021-243, OPRJCT and the southeast corner of Lot 12, Block 1 of the final plat of Lots 1-23, Block 1, Sherwood Oaks Estates, located in the City of Burleson, Johnson County, Texas as recorded in 2023-109, OPRJCT, at a distance of 3482.05 feet passing a 1/2" rebar capped BLUESTAR SURVEYING found 0.90 feet east of line at the northeast corner of said Lot 12, Block 1, at a distance of 3810.05 feet passing a 5/8" rebar found 0.96 feet east of line at the northeast corner of Lot 11, Block 1 of said Sherwood Oaks Estates and the southeast corner of a tract of land as described in deed to James Clifton Thiebaud and Kristen L. Thiebaud, recorded in 2013-1990, OPRJCT, continuing a total distance of 4,263.50 feet (deed North 00 degrees 13 minutes 18 seconds East, 4,263.96 feet) to a 5/8" rebar caped KHA found at the northwest

corner of said Phelps Real Estate III called 314.3351 acre tract, from which a 5/8" rebar found bears North 60 degrees 33 minutes East, 0.61 feet;



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"FXHIBIT A"

THENCE along the north line of said Phelps Real Estate III called 314.3351 acre tract, as follows:

South 89 degrees 48 minutes 55 seconds East, adjoined by a tract of land as described in deed to Scott P. Campbell and Andera D. Campbell, recorded in Volume 3619, Page 848, DRJCT and a tract of land as described in deed to Roger Ball, recorded in Volume 4267, Page 656, DRJCT, at a distance of 1093.72 feet passing a 1/2" rebar capped BLUESTAR SURVEYING found 0.16 feet north of line at the southeast corner of said Ball tract and the southwest corner of a tract of land as described in deed to MET Group, LLC, recorded in 2023-10103, OPRJCT, continuing a total distance of 1,516.48 feet (deed South 89 degrees 48 minutes 49 seconds East 1,516.75 feet) to a 5/8" rebar caped KHA found, from which a 1/2" rebar capped BLUESTAR SURVEYING found bears North 74 degrees 16 minutes East, 0.87 feet;

South 89 degrees 52 minutes 31 seconds East, adjoined by said MET Group tract, a distance of 246.36 feet (deed South 89 degrees 48 minutes 28 seconds East, 245.50 feet) to a 5/8" rebar found at the most westerly northwest corner of said Phelps Real Estate III called 117.022 acre tract and the southwest corner of Tract Four as described in deed to Jena L. Tarver, recorded in 2014-19196, OPRJCT;

THENCE North 89 degrees 06 minutes 51 seconds East, along a north line of said Phelps Real Estate III called 117.022 acre tract and the south line of said Tarver Tract Four, distance of 1,308.13 feet (deed North 89 degrees 06 minutes 46 seconds East, 1,308.08 feet) to a reentrant corner of said Phelps Real Estate III called 117.022 acre tract and the southeast corner of said Tarver Tract Four;

THENCE South 89 degrees 54 minutes 27 seconds East, across said Phelps Real Estate III called 117.022 acre tract, a distance of 657.29 feet to a 1" steel pipe found at a reentrant corner of said Phelps Real Estate III called 117.022 acre tract;

THENCE North 88 degrees 29 minutes 26 seconds East, along a north line of said of said Phelps Real Estate III called 117.022 acre tract, a distance of 1,205.95 feet (deed North 88 degrees 29 minutes 23 seconds East, 1,205.87 feet) to a bent 5/8" rebar found in the asphalt pavement of County Road No. 805 - Bethesda Road (no dedication found), from which a mag nail with washer stamped HANNA SURVEYING found at the southeast corner of said final plat the Bassham Addition bears S 36 degrees 18 minutes 59 seconds West, 29.53 feet;

THENCE along the centerline of said County Road No. 805 and the east line of said Phelps Real Estate III called 117.022 acre tract, as follows:

South 35 degrees 50 minutes 30 seconds West, a distance of 50.32 feet to a point;

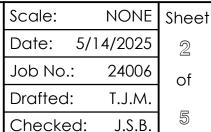
South 41 degrees 24 minutes 43 seconds West, at a distance of 243.00 feet passing a bent 5/8" rebar found 2.35 northwest of line at the northwest corner of a tract of land as described in deed to Richard A. Eason and wife, Violet D. Eason, recorded in Volume 905, Page 264, DRJCT and the northeast corner of a tract of land as described in deed to Shawn A. Becker and Julie E. Becker, recorded in 2016-22121, OPRJCT, at a distance of 522.83 feet passing a bent 5/8" rebar found 2.09 feet southeast of line, continuing a total distance of 701.42 feet to a point;

South 39 degrees 32 minutes 43 seconds West, at a distance of 171.72 feet passing a disturbed 1/2" rebar found 1.6 southeast of line at the northwest corner of said Becker tract, continuing a total distance of 400.00 feet to a point;

South 37 degrees 42 minutes 43 seconds West, at a distance of 3.97 feet passing a bent 1/2" rebar found 1.39 feet northwest of line, at a distance of 86.57 feet passing a 1/2" rebar found 7.87 feet northwest of line, continuing a total distance of 100.00 feet to a point;

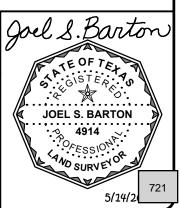
South 26 degrees 02 minutes 43 seconds West, a distance of 100.00 feet to a point;





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South 17 degrees 21 minutes 40 seconds West, a distance of 175.07 feet to a point at the southeast corner of said Phelps Real Estate III called 117.022 acre tract, from which a disturbed 1/2" rebar found bears N 51 degrees 35 minutes West, 4.86 feet, a 1/2" rebar found bears South 33 degrees 22 minutes 27 seconds West, 10.91 feet, and a bent 5/8" rebar found bears South 26 degrees 49 minutes 08 seconds West, 6.06 feet;

South 89 degrees 10 minutes 00 seconds West, a distance of 2.42 feet to a point;

THENCE along the east line of said Phelps Real Estate III called 314.3351 acre tract, as follows:

South 11 degrees 53 minutes 51 seconds East, at a distance of 86.21 feet passing a bent 1/2" rebar found 21.19 feet west of line, continuing a total distance of 364.60 feet (deed South 11 degrees 53 minutes 51 seconds East, 366.00 feet);

South 00 degrees 04 minutes 11 seconds East, a distance of 1,481.74 feet a mag nail found in asphalt pavement in said County Road No. 805, being the northeast corner of the aforementioned Quentin M. Thomas and Linda S. Thomas tract recorded in 2017-10671, OPRJCT, from which a 3/8" rebar found bears North 89 degrees 59 minutes 26 seconds West, 20.24 feet;

THENCE South 88 degrees 57 minutes 32 seconds West, departing said County Road No. 805, along the north line of said Thomas tract, a distance of 822.43 feet (deeds South 88 degrees 56 minutes 49 seconds West, 822.09 feet & South 88 degrees 56 minutes 19 seconds West, 822.09 feet) to a leaning 1" steel pipe found at the northwest corner of said Thomas tract;

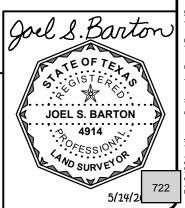
THENCE South 00 degrees 48 minutes 38 seconds West, along the west line of said Thomas tract, a distance of 1,212.94 feet (deeds South 00 degrees 49 minutes 39 seconds West, 1213.00 feet & South 00 degrees 49 minutes 09 seconds West, 1213.06 feet) to the POINT OF BEGINNING, containing 386.874 acres of land.

NOTE:

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.



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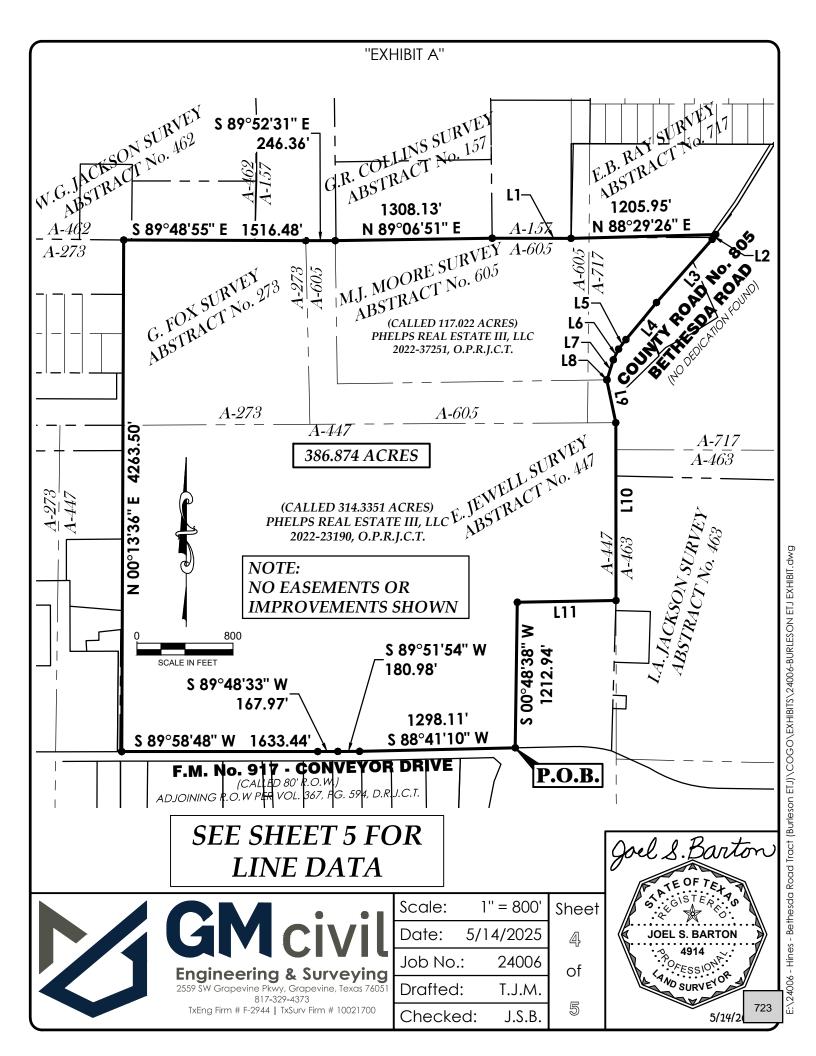


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LINE TABLE			
LINE #	BEARING	DISTANCE	
L1	S89°54'27''E	657.29'	
L2	\$35°50'30"W	50.32'	
L3	S41°24'43"W	701.42'	
L4	S39°32'43"W	400.00'	
L5	S37°42'43"W	100.00'	
L6	\$26°02'43"W	100.00'	
L7	\$17°21'40"W	175.07'	
L8	S89°10'00"W	2.42'	
L9	S11°53'51"E	364.60'	
L10	S00°04'11"E	1481.74'	
L11	S88°57'32''W	822.43'	

GM civil
Engineering & Surveying 2559 SW Grapevine Pkwy, Grapevine, Texas 76051 817-329-4373 TxEng Firm # F-2944 TxSurv Firm # 10021700

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E:\24006 - Hines - Bethesda Road Tract (Burleson ETJ)\COGO\EXHIBITS\24006-BURLESON ETJ EXHIBIT.dwg

EXHIBIT A-2

TRACT 2

(attached)

BEING a 173.186-acre tract of land out of the Garrett Fox Survey, Abstract Number 273 and the Ebenezer Jewell Survey, Abstract Number 447, Johnson County, Texas, and being comprised of three (3) tracts of land belonging to Lucille Jackson by an Affidavit of Heirship as recorded in Volume 536, Page 156 of the Deed Records of Johnson County, Texas (D.R.J.C.T.), and being all of that certain tract of land as described in a Warranty Deed to C.R. Briley as recorded in Volume 260, Page 557, D.R.J.C.T., and being all of that certain tract of land as described in a Deed to C.R. Briley as recorded in Volume 405, Page 396, D.R.J.C.T., and being all of that certain tract of land as described in a Warranty Deed to C.R. Briley as recorded in Volume 306, Page 417, D.R.J.C.T., and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found in the south right-of-way line of Farm To Market Road 917 (a variable width right-of-way), being the northwest corner of that certain tract of land as described in Deed to Jeremy Clark as recorded in Volume 4406, Page 445, D.R.J.C.T.;

THENCE S 00°10'20" W, departing the south right-of-way line of said Farm To Market Road 917 and with the west line of said Jeremy Clark tract, a distance of 782.13 feet a fence corner post for the southwest corner of said Jeremy Clark tract;

THENCE N 89°23'09" E, with the south line of said Jeremy Clark tract and along a barbed wire fence, a distance of 390.53 feet to a 3/4-inch iron rod found for the southeast corner of said Jeremy Clark tract, same point being the southwest corner of that certain tract of land as described in a Life Estate Deed to Shirley Wells as recorded in Volume 3674, Page 34, D.R.J.C.T.;

THENCE N 89°23'29" E, with the south line of said Shirley Wells tract and continuing along said barbed wire fence, a distance of 189.95 feet to a 3/4-inch iron rod found for the southeast corner of said Shirley Wells tract, same point being the southwest corner of that certain tract of land described in a Deed of Trust to C. Alan Renfroe as recorded in Document Number 2019-33726 of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.);

THENCE N 89°37'50" E, with the south line of said C. Alan Renfroe tract and continuing along said barbed wire fence, a distance of 867.39 feet to a fence corner post, same point being the most westerly northwest corner of Lot 1 of Locker Place, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 6, Page 37 of the Plat Records of Johnson County, Texas (P.R.J.C.T.);

THENCE S 00°43'43" E, with the west line of said Locker Place Addition and departing said barbed wire fence, a distance of 2,251.09 feet to a fence corner post, same point being the northeast corner of Lot 1 of Three Sisters Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 11, Page 553, P.R.J.C.T.;

THENCE S 89°14'10" W, with the north line of said Three Sisters Estates, a distance of 648.89 feet to a 1/2-inch capped iron rod found stamped "RPLS 8544", same point being the common corner of Lot 1 and Lot 2 of said Three Sisters Estates;

THENCE S 88°15'52" W, continuing with the north line of said Three Sisters Estates, a distance of 858.36 feet to a 1-inch iron pipe found, same point being the common corner of said Lot 2 of Three Sisters Estates and Lot 2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 1, Page 31, P.R.J.C.T.;

THENCE S 89°17'23" W, with the north line of said Ridgecrest Estates, a distance of 880.85 feet to a 1/2-inch iron pipe found, same point being the northeast corner of Lot 1R2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas according to the Replat thereof as recorded in Volume 10, Page 823, P.R.J.C.T.;

THENCE S 89°53'40" W, with the north line of said Lot 1R2 and along a barbed wire fence, a distance of 499.03 feet to a fence corner post in the east right-of-way line of Meadow Drive (a variable width right-of-way, according to the recorded plat of Ridgecrest Estates Section 3, an addition to Johnson County, Texas as recorded in Volume 1, Page 73, P.R.J.C.T.), same point being the northwest corner of Lot 1R1 of said Volume 10, Page 823, P.R.J.C.T.;

THENCE N 00°12'33" W, with the east right-of-way line of said Meadow Drive, with the east line of said Ridgecrest Estates Section 3 and along a barbed wire fence, passing at a distance of 431.45 feet to a 3/8-inch iron rod found, same point being the common corner of Lot 6 and Lot 7, Block 12 of said Ridgecrest Estates Section 3, passing at a distance of 694.11 feet to a 3/8-inch iron rod found, same point being the common corner of said Lot 6 and Lot 5, Block 12 of said Ridgecrest Estates Section 3, passing at a distance of 954.46 feet to a 3/8-inch iron rod found, same point being the common corner of said Lot 5 and Lot 4, Block 12 of said Ridgecrest Estates Section 3, and continuing, in all, a total distance of 1,507.21 feet to a point for corner, same point being the southeast corner of that certain tract of land as described in a Warranty Deed to C.W. Vest and Linda Vest as recorded in Volume 783, Page 134, D.R.J.C.T.;

THENCE N 03°13'19" E, with the east line of said C.W. Vest and Linda Vest tract and continuing along said barbed wire fence, a distance of 433.19 feet to a point for corner, same point being the easternmost southeast corner of that certain tract of land as described in a Deed of Trust to T.H. Little as recorded in Volume 269, Page 508, D.R.J.C.T.;

THENCE N 01°24'20" E, with the east line of said T.H. Little tract and along said barbed wire fence, a distance of 600.21 feet to point for corner, same point being the common corner of said T.H. Little tract and that certain tract of land as described in a Warranty Deed to Charles Dickerson as recorded in Volume 553, Page 711, D.R.J.C.T.;

THENCE N 00°04'35" W, with the east line of said Charles Dickerson tract and continuing along said barbed wire fence, a distance of 467.43 feet to a point for corner in the south right-of-way line of said Farm To Market Road 917, same point being the beginning of a non-tangent curve to the right;

THENCE Northeasterly, with the south right-of-way line of said Farm To Market 917 and with said non-tangent curve to the right having a central angle of 30°01'10", a radius of 427.18 feet, a chord

which bears N 74°45'14" E - 221.26 feet, and an arc length of 223.81 feet to a 1/2-inch iron rod found, same point being the northwest corner of that certain tract of land as described in a Special Warranty Deed to Carol Ann Wylie as recorded in Volume 4090, Page 907, D.R.J.C.T.;

THENCE S 00°00'17" E, with the west line of said Carol Ann Wylie tract, a distance of 271.54 feet to a 5/8-inch iron rod found;

THENCE N 89°54'57" E, with the south line of said Carol Ann Wylie tract, a distance of 159.93 feet to a 5/8-inch iron rod found;

THENCE N 00°06'48" W, with the east line of said Carol Ann Wylie tract, a distance of 272.80 feet to a 5/8-inch iron rod found in the south right-of-way line of said Farm To Market 917, same point being the northeast corner of said Carol Ann Wylie tract;

THENCE N 89°57'03" E, with the south right-of-way line of said Farm To Market Road 917, a distance of 1,006.70 feet to the POINT OF BEGINNING, containing 173.186 acres (or 7,544,002 square feet) of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD 83 (2011), Epoch 2010.00. All distances are surface values, US Survey Feet;

I, John Truong, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this legal description and plat represent an actual survey made on the ground under my supervision.

John Truong

Registered Professional Land Surveyor

Texas Registration No. 6514

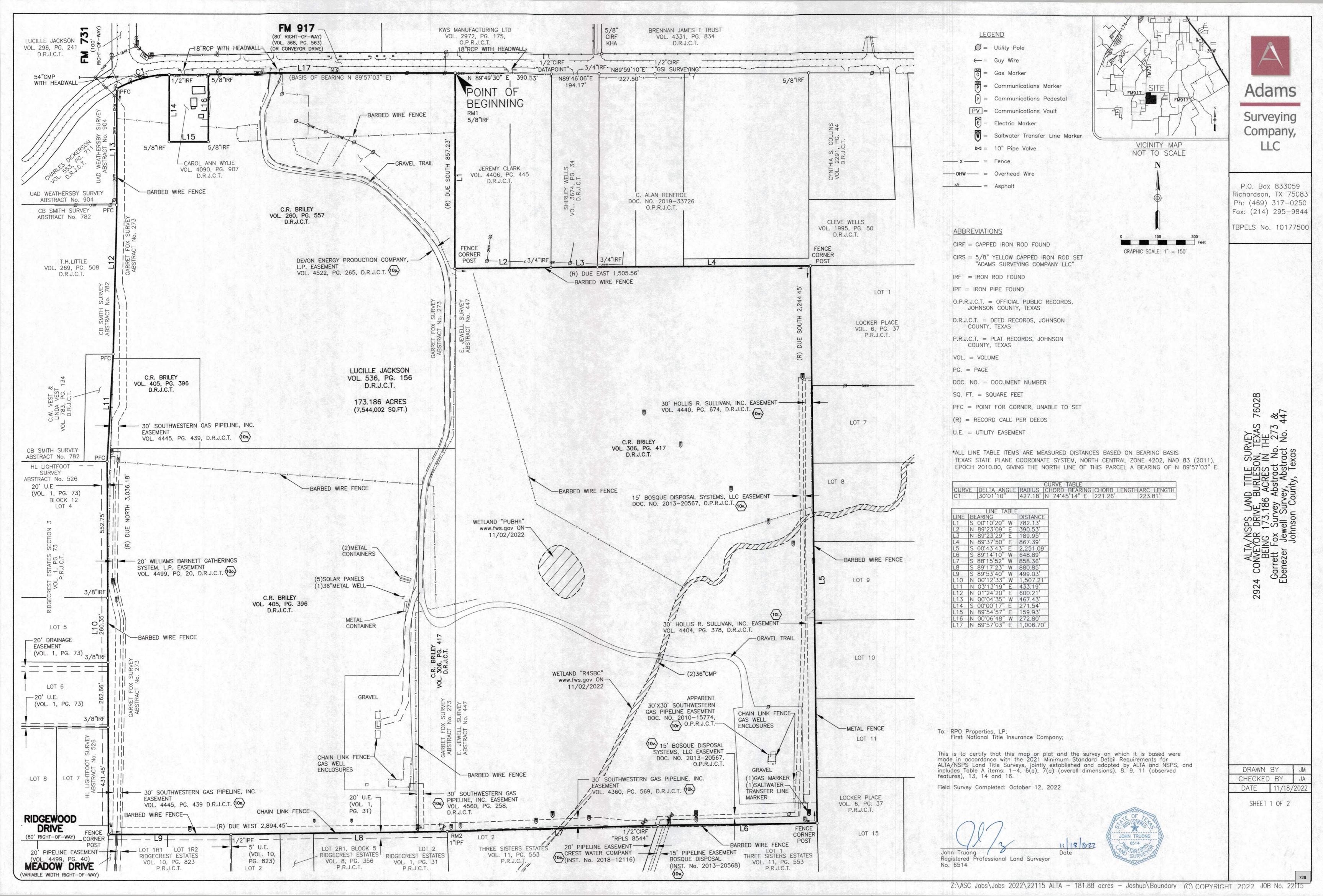
Date

JOHN TRUONG

6514

SURVE

Adams Surveying Company, LLC TBPELS Firm Registration No. 10177500 P.O. Box 833059 Richardson, Texas 75080 469.317.0250 surveytx@txasc.com



FIELD NOTES

BEING a 173.186—acre tract of land out of the Garrett Fox Survey, Abstract Number 273 and the Ebenezer Jewell Survey, Abstract Number 447, Johnson County, Texas, and being comprised of three (3) tracts of land belonging to Lucille Jackson by an Affidavit of Heirship as recorded in Volume 536, Page 156 of the Deed Records of Johnson County, Texas (D.R.J.C.T.), and being all of that certain tract of land as described in a Warranty Deed to C.R. Briley as recorded in Volume 260, Page 557, D.R.J.C.T., and being all of that certain tract of land as described in a Deed to C.R. Briley as recorded in Volume 405, Page 396, D.R.J.C.T., and being all of that certain tract of land as described in a Warranty Deed to C.R. Briley as recorded in Volume 306, Page 417, D.R.J.C.T., and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found in the south right-of-way line of Farm To Market Road 917 (a variable width right-of-way), being the northwest corner of that certain tract of land as described in Deed to Jeremy Clark as recorded in Volume 4406, Page 445, D.R.J.C.T.;

THENCE S 00°10'20" W, departing the south right—of—way line of said Farm To Market Road 917 and with the west line of said Jeremy Clark tract, a distance of 782.13 feet a fence corner post for the southwest corner of said Jeremy Clark tract;

THENCE N 89°23'09" E, with the south line of said Jeremy Clark tract and along a barbed wire fence, a distance of 390.53 feet to a 3/4-inch iron rod found for the southeast corner of said Jeremy Clark tract, same point being the southwest corner of that certain tract of land as described in a Life Estate Deed to Shirley Wells as recorded in Volume 3674, Page 34, D.R.J.C.T.;

THENCE N 89°23'29" E, with the south line of said Shirley Wells tract and continuing along said barbed wire fence, a distance of 189.95 feet to a 3/4-inch iron rod found for the southeast corner of said Shirley Wells tract, same point being the southwest corner of that certain tract of land described in a Deed of Trust to C. Alan Renfroe as recorded in Document Number 2019—33726 of the Official Public Records of Johnson County, Texas (0.P.R.J.C.T.);

THENCE N 89°37'50" E, with the south line of said C. Alan Renfroe tract and continuing along said barbed wire fence, a distance of 867.39 feet to a fence corner post, same point being the most westerly northwest corner of Lot 1 of Locker Place, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 6, Page 37 of the Plat Records of Johnson County, Texas (P.R.J.C.T.);

THENCE S 00°43'43" E, with the west line of said Locker Place Addition and departing said barbed wire fence, a distance of 2,251.09 feet to a fence corner post, same point being the northeast corner of Lot 1 of Three Sisters Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 11, Page 553, P.R.J.C.T.;

THENCE S 89°14'10" W, with the north line of said Three Sisters Estates, a distance of 648.89 feet to a 1/2-inch capped iron rod found stamped "RPLS 8544", same point being the common corner of Lot 1 and Lot 2 of said Three Sisters Estates;

THENCE S 88°15'52" W, continuing with the north line of said Three Sisters Estates, a distance of 858.36 feet to a 1—inch iron pipe found, same point being the common corner of said Lot 2 of Three Sisters Estates and Lot 2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 1, Page 31, P.R.J.C.T.;

THENCE S 89°17'23" W, with the north line of said Ridgecrest Estates, a distance of 880.85 feet to a 1/2-inch iron pipe found, same point being the northeast corner of Lot 1R2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas according to the Replat thereof as recorded in Volume 10, Page 823, P.R.J.C.T.;

THENCE S 89°53'40" W, with the north line of said Lot 1R2 and along a barbed wire fence, a distance of 499.03 feet to a fence corner post in the east right—of—way line of Meadow Drive (a variable width right—of—way, according to the recorded plat of Ridgecrest Estates Section 3, an addition to Johnson County, Texas as recorded in Volume 1, Page 73, P.R.J.C.T.), same point being the northwest corner of Lot 1R1 of said Volume 10, Page 823, P.R.J.C.T.;

THENCE N 00°12'33" W, with the east right—of—way line of said Meadow Drive, with the east line of said Ridgecrest Estates Section 3 and along a barbed wire fence, passing at a distance of 431.45 feet to a 3/8—inch iron rod found, same point being the common corner of Lot 6 and Lot 7, Block 12 of said Ridgecrest Estates Section 3, passing at a distance of 694.11 feet to a 3/8—inch iron rod found, same point being the common corner of said Lot 6 and Lot 5, Block 12 of said Ridgecrest Estates Section 3, passing at a distance of 954.46 feet to a 3/8—inch iron rod found, same point being the common corner of said Lot 5 and Lot 4, Block 12 of said Ridgecrest Estates Section 3, and continuing, in all, a total distance of 1,507.21 feet to a point for corner, same point being the southeast corner of that certain tract of land as described in a Warranty Deed to C.W. Vest and Linda Vest as recorded in Volume 783, Page 134, D.R.J.C.T.;

THENCE N 03°13'19" E, with the east line of said C.W. Vest and Linda Vest tract and continuing along said barbed wire fence, a distance of 433.19 feet to a point for corner, same point being the easternmost southeast corner of that certain tract of land as described in a Deed of Trust to T.H. Little as recorded in Volume 269, Page 508, D.R.J.C.T.;

THENCE N 01°24'20" E, with the east line of said T.H. Little tract and along said barbed wire fence, a distance of 600.21 feet to point for corner, same point being the common corner of said T.H. Little tract and that certain tract of land as described in a Warranty Deed to Charles Dickerson as recorded in Volume 553, Page 711, D.R.J.C.T.;

THENCE N 00°04'35" W, with the east line of said Charles Dickerson tract and continuing along said barbed wire fence, a distance of 467.43 feet to a point for corner in the south right—of—way line of said Farm To Market Road 917, same point being the beginning of a non—tangent curve to the right;

THENCE Northeasterly, with the south right-of-way line of said Farm To Market 917 and with said non-tangent curve to the right having a central angle of $30^{\circ}01'10"$, a radius of 427.18 feet, a chord which bears N $74^{\circ}45'14"$ E -221.26 feet, and an arc length of 223.81 feet to a 1/2-inch iron rod found, same point being the northwest corner of that certain tract of land as described in a Special Warranty Deed to Carol Ann Wylie as recorded in Volume 4090, Page 907, D.R.J.C.T.;

THENCE S 00°00'17" E, with the west line of said Carol Ann Wylie tract, a distance of 271.54 feet to a 5/8—inch iron rod found;

THENCE N 89°54'57" E, with the south line of said Carol Ann Wylie tract, a distance of 159.93 feet to a 5/8-inch iron rod found;

THENCE N 00°06'48" W, with the east line of said Carol Ann Wylie tract, a distance of 272.80 feet to a 5/8-inch iron rod found in the south right-of-way line of said Farm To Market 917, same point being the northeast corner of said Carol Ann Wylie tract;

THENCE N 89°57'03" E, with the south right—of—way line of said Farm To Market Road 917, a distance of 1,006.70 feet to the POINT OF BEGINNING, containing 173.186 acres (or 7,544,002 square feet) of land, more or less.

TITLE COMMITMENT NOTES

Commitment for Title Insurance issued by First National Title Insurance Company

GF Number: 22-692164-BL Effective Date: October 17, 2022 Issued Date: October 24, 2022

- 10. The following matters and all terms of the documents creating or offering evidence of the matters:
- f. Easement created in instrument executed by C.R. Briley and Myrtle to Sinclair Pipe Line Company, dated November 8, 1955, filed December 14, 1955, recorded in Volume 405, Page 401, Deed Records, Johnson County, Texas.

 (Affects Blanket-Ingress/Egress)
- q. This item has been intentionally deleted.
- h. This item has been intentionally deleted.
- Easement created in instrument executed by Lucille Jackson to Johnson County Electric Cooperative Association, dated, filed September 28, 1994, recorded in Volume 1830, Page 594, Deed Records, Johnson County, Texas. (Affects)(Could Not Locate As Described)
- j. Easement created in instrument executed by to C.R. Briley deceased Lucille Jackson to Johnson County Electric Cooperative dated March 23, 1999, filed November 15, 1999, recorded in Volume 2405, Page 814, Deed Records, Johnson County, Texas.

 (Affects)(Could Not Locate As Described)
- k. Easement created in instrument executed by A. D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated February 29, 2008, filed May 20, 2008, recorded in Volume 4360, Page 569, Deed Records, Johnson County, Texas.

 (Affects As Shown)
- I. Easement created in instrument executed by A. D. Jackson and Lucille Jackson to Hollis R. Sullivan, Inc., dated May 30, 2008, filed July 21, 2008, recorded in Volume 4404, Page 378, Deed Records, Johnson County, Texas.

 (Affects As Shown)
- m. Easement created in instrument executed by Lucille B. Jackson and A. D. Jackson to Hollis R. Sullivan, Inc., dated, filed August 1, 2008, recorded in Volume 4440, Page 674, Deed Records, Johnson County, Texas. (Affects As Shown)
- n. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated August 29, 2008, filed September 11, 2008, recorded in Volume 4445, Page 439, Deed Records, Johnson County, Texas. (Affects As Shown)
- o. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Williams Barnett Gathering System, L.P., dated November 17, 2008, filed December 3, 2008, recorded in Volume 4499, Page 20, Deed Records, Johnson County, Texas. (Affects As Shown)
- p. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Devon Energy Production Company, L.P., dated Dec 23, 2008, filed Jan 21, 2009, recorded in Volume 4522, Page 265, Deed Records, Johnson County, Texas. (Affects As Shown)
- q. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated 2/18/2009, filed 3/27/2009, recorded in Volume 4560, Page 258, Deed Records, Johnson County, Texas. (Affects As Shown)
- r. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated 5/11/2010, filed 6/4/2010, recorded in Document Number 2010—15774, Official Public Records, Johnson County, Texas.

 (Affects As Shown)
- s. This item has been intentionally deleted.
- t. This item has been intentionally deleted.
- u. This item has been intentionally deleted.
- v. Easement created in instrument executed by Lucille and A. D Jackson to Bosque Disposal Systems, LLC, dated February 27, 2013, filed August 20, 2013, recorded in Document Number 2013—20567, Official Public Records, Johnson County, Texas. (Affects As Shown)
- w. This item has been intentionally deleted.

RECORD MONUMENTS

- RM 1: 5/8—inch iron rod found in the south right—of—way line of Farm To Market Road 917, being the northwest corner of that certain tract of land as described in Deed to Jeremy Clark as recorded in Volume 4406, Page 445 of the Deed Records of Johnson County, Texas.
- RM 2: 1—inch iron pipe found for the northeast corner of Lot 2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 1, Page 31 of the Plat Records of Johnson County, Texas, same being the northwest corner of Lot2 of Three Sisters Estates, an addition to Johnson County, Texas according to the Plat thereof as recorded in Volume 11, Page 553 of the Plat Records of Johnson County, Texas.

GENERAL NOTES

All bearings are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD 83 (2011), Epoch 2010.00, giving the south right—of—way line of Farm To Market Road 917 and the north line of this parcel a bearing of N 89*57'03" E.

- At the time the survey was completed, no visible evidence of recent earth moving, building construction or building additions were observed.
- 2. At the time the survey was completed, no evidence of recent street or sidewalk construction or repairs were observed.
- 3. At the time the survey was completed, no field delineation of wetlands markers observed.
- 4. This survey was completed without the benefit of a Title Commitment.

FLOOD STATEMENT

According to Map No. 48251C0180J, dated December 4, 2012, of the National Flood Insurance Program Map, Flood Insurance Rate Map of Johnson County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X". Zone "X" is defined as areas determined to be outside the 0.2% annual chance floodplain. This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man—made or natural causes. This flood statement shall not create liability on the part of the surveyor.



P.O. Box 833059 Richardson, TX 75083 Ph: (469) 317-0250 Fax: (214) 295-9844

TBPELS No. 10177500

ALTA/NSPS LAND TITLE SURVEY
CONVEYOR DRIVE, BURLESON, TEXAS 76028
BEING 173.186 ACRES IN THE
arrett Fox Survey Abstract No. 273 &
enezer Jewell Survey, Abstract No. 447
Johnson County, Texas

DRAWN BY JM
CHECKED BY JA
DATE 11/18/2022

SHEET 2 OF 2

© COPYRIGHT 2022

JOB No. 22115

EXHIBIT B

ETJ TRACT

(attached)

(24006 - Hines - Bethesda Road Tract (Burleson ETJ)\COGO\EXHIBITS\CROSS TIMBERS ETJ EXHIBIT.dwg

"EXHIBIT A"

PROPERTY DESCRIPTION

STATE OF TEXAS: COUNTY OF JOHNSON:

BEING a tract of land situated in the G.R. Collins Survey, Abstract No. 157 and the M.J. Moore Survey, Abstract No. 605, Johnson County, Texas, being a portion of that called 117,022 acre tract of land described in deed to Phelps Real Estate III, LLC, recorded in 2022-37251, Official Public Records, Johnson County, Texas (OPRJCT), and being more particularly described as follows:

COMMENCING at a 1/2" rebar found at the most northerly northeast corner of said Phelps Real Estate III called 117.022 acre tract, from which a 1/2" rebar found bears South 79 degrees 14 minutes 17 seconds West, 1.72 feet;

THENCE South 00 degrees 04 minutes 08 seconds West, along an east line of said of said Phelps Real Estate III called 117.022 acre tract and the west line of a tract of land as described in deed to Lynn Smiley Allen, recorded in Volume 3044, Page 680 & Volume 3535, Page 539, Deed Records, Johnson County, Texas (DRJCT), a distance of 930.14 feet (deed South 00 degrees 03 minutes 56 seconds West, 929.96 feet) to a 1/2' rebar capped LANDES found at the southwest corner of said Allen tract;

THENCE North 89 degrees 50 minutes 14 seconds East, along a north line of said of said Phelps Real Estate III called 117.022 acre tract and the south line of said Allen tract, a distance of 161.94 feet (deed South 89 degrees 58 minutes 13 seconds East, 161.82 feet) to a 1/2" rebar capped CBG SURVEYING found at the northwest corner of Tract 14 of South Oaks subdivision as recorded in Volume 4, Page 30, DRJCT;

THENCE South 00 degrees 28 minutes 12 seconds West, along an east line of said of said Phelps Real Estate III called 117.022 acre tract and the west line of said South Oaks subdivision, at a distance of 301.81 feet (plat 301.85 feet) passing a 1/2" rebar found at the southwest corner of said Tract 14, continuing a total distance of 573.69 feet to POINT OF BEGINNNG of the herein described tract of land;

THENCE South 00 degrees 28 minutes 12 seconds West, along an east line of said Phelps Real Estate III called 117.022 acre tract and the west line of said South Oaks subdivision, a distance of 362.73 feet to a leaning 3/8" rebar found at the southwest corner of said South Oaks subdivision, said point being 1.95 feet south of the north line of Lot 1, Block 1 of the Bassham Addition, an addition to the Town of Cross Timber, Johnson County, Texas as recorded in 2022-78, OPRJCT;

THENCE South 89 degrees 57 minutes 41 seconds West, along a reentrant line of said Phelps Real Estate III called 117.022 acre tract, a distance of 155.35 feet (deed North 89 degrees 51 minutes 04 seconds West, 155.41 feet) to a 5/8" rebar capped ADAMS found, from which a 5/8" rebar capped HANNA SURV PLS 6647 found at the northwest corner of said Lot 1, Block 1 of the Bassham Addition bears North 81 degrees 29 minutes 31 seconds East, 17.30 feet;

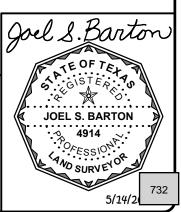
THENCE South 00 degrees 04 minutes 18 seconds West, along an east line of said of said Phelps Real Estate III called 117.022 acre tract, a distance of 787.43 feet (deed South 00 degrees 03 minutes 56 seconds West, 787.44 feet) to a 1" steel pipe found at a reentrant corner of said Phelps Real Estate III called 117.022 acre tract;

THENCE North 89 degrees 54 minutes 27 seconds West, across said Phelps Real Estate III called 117.022 acre tract, a distance of 657.29 feet to a reentrant corner of said Phelps Real Estate III called 117.022 acre tract and the southeast corner of Tract Three as described in deed to Jena L. Tarver, recorded in 2014-19196, OPRJCT;

THENCE North 00 degrees 37 minutes 55 seconds West, along a west line of said Phelps Real Estate III called 117.022 acre tract and the east line of said Tarver Tract Three, a distance of 1150.52 feet to the northwest corner of the herein described tract;



Scale:	NONE	Sheet
Date:	5/14/2025	1
Job No.:	24006	of
Drafted:	T.J.M.	٠
Checke	d: J.S.B.	3



"EXHIBIT A"

THENCE South 89 degrees 54 minutes 48 seconds East, departing the east line of said Tarver Tract Three, across said Phelps Real Estate III called 117.022 acre tract, a distance of 829.30 feet to the POINT OF BEGINNING and containing 18.851 acres of land.

NOTE:

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.



	Scale:	NONE
	Date:	5/14/2025
1	Job No.:	24006
	Drafted:	T.J.M.
	Checke	d: J.S.B.

Sheet

of

3



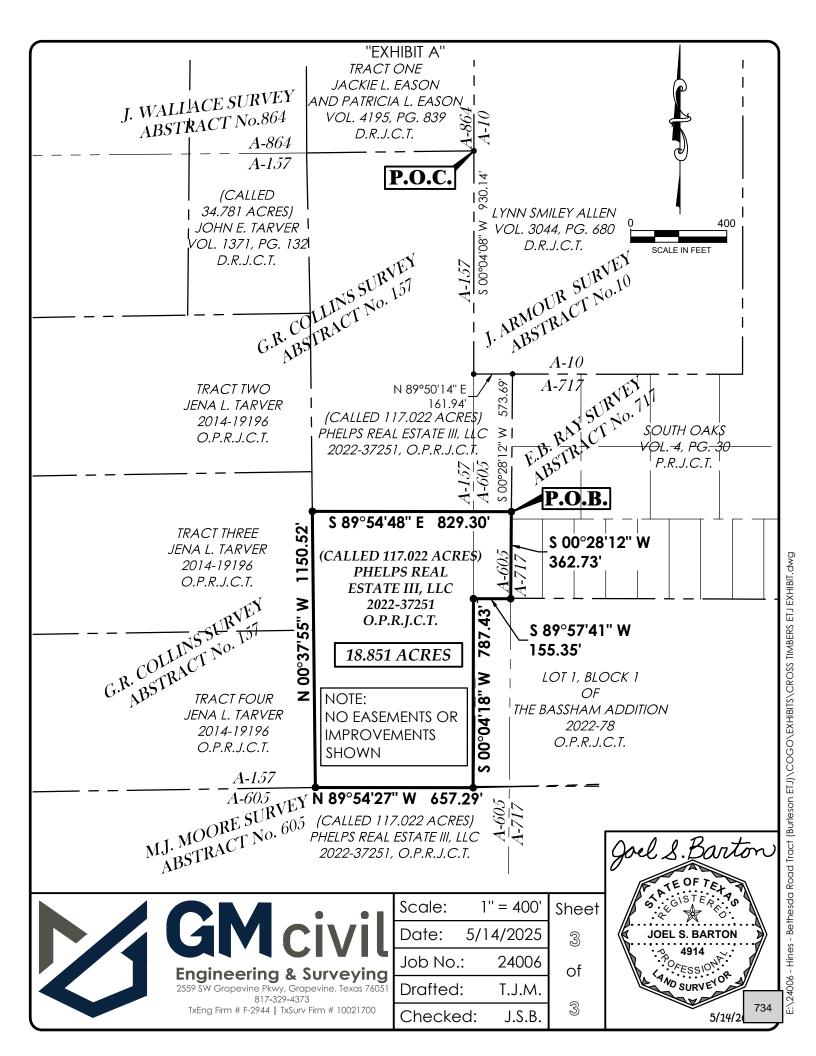
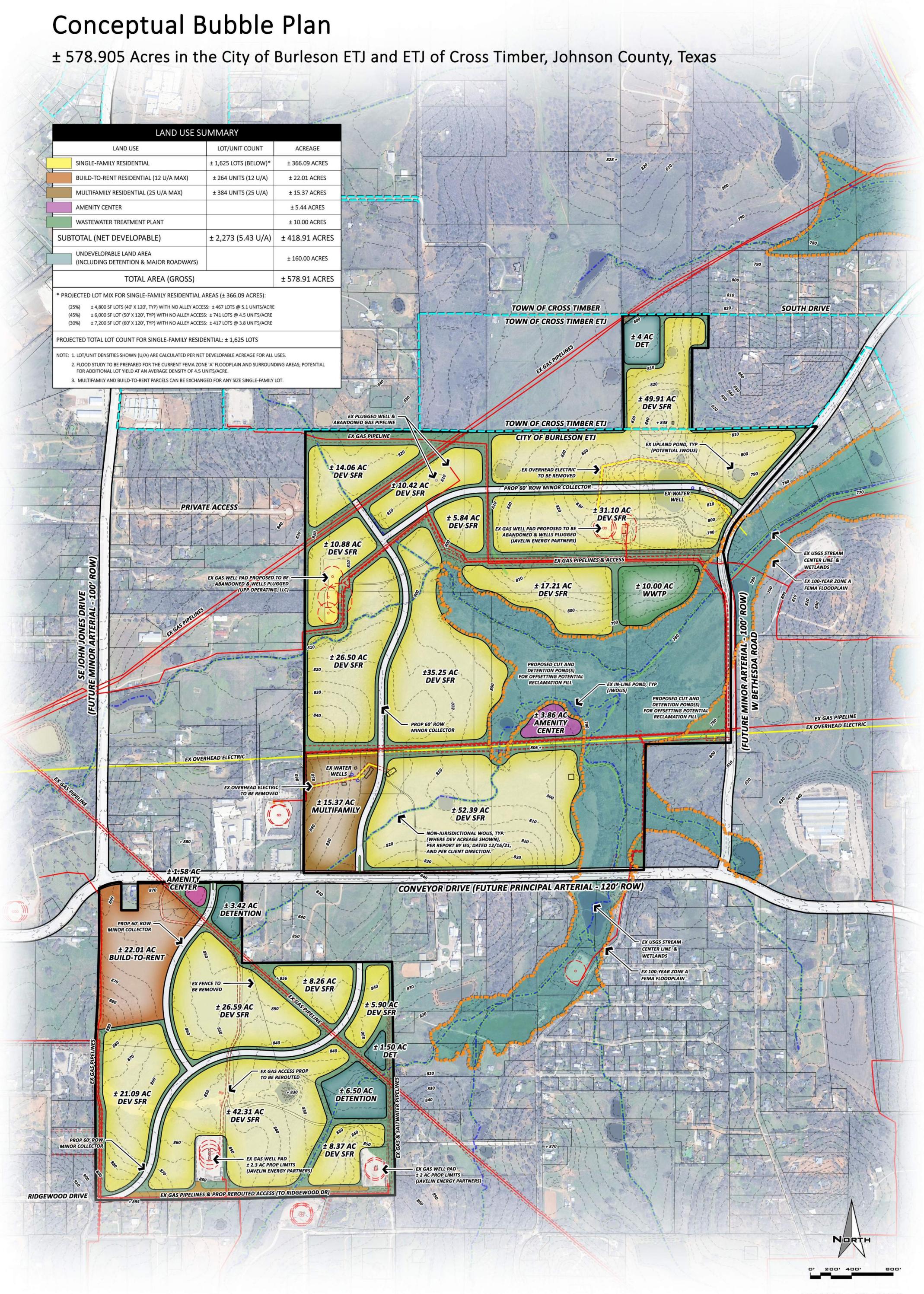


EXHIBIT C

GENERAL PLAN

(attached)



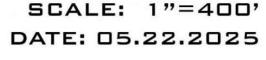


EXHIBIT D

FORM OF PETITION FOR CREATION

PETITION FOR CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

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

Phelps Real Estate III, LLC, a Florida limited liability company, and RPO Properties, L.P., a Texas limited partnership (herein the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petition the City Council of the City of Burleson, Texas (the "City"), for its written consent to the creation of a municipal utility district and would show the following:

ARTICLE I.

The name of the proposed District shall be JOHNSON COUNTY MUNICIPAL UTILITY DISTRICT NO. [___] (the "District").

ARTICLE II.

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

ARTICLE III.

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

ARTICLE IV.

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

ARTICLE V.

The Petitioners represent that there are no lienholders on the Land other than _____ and that there are no residents on the Land.

ARTICLE VI.

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

ARTICLE VII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Johnson County, Texas. There is not now available within the area, which will be developed for single family residential and commercial, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system, or roads. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, roads. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, and roads to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

ARTICLE VIII.

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

ARTICLE IX.

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

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED th	is, 2025.
	PHELPS REAL ESTATE III, LLC, a Florida limited liability company
	By: Name: John Phelps Title: Manager
THE STATE OF \$ \$ COUNTY OF \$	
This instrument was acknowledg 2025, by John Phelps, as Manager of Phel company, on behalf of said company.	ed before me on the day of, lps Real Estate III, LLC, a Florida limited liability
	Notary Public, State of Texas
(NOTARY SEAL)	

[SIGNATURES CONTINUED ON NEXT PAGE

740

a Texas limited partnership By: Orr Investments, LLC, a Texas limited liability company, its general partner Name: Rob Orr Title: President THE STATE OF TEXAS COUNTY OF _____ This instrument was acknowledged before me on ______, 2025, by Rob Orr, as President of Orr Investments, LLC, a Texas limited liability company, general partner of RPO Properties, L.P., a Texas limited partnership, on behalf of said company and limited partnership. Notary Public, State of Texas (NOTARY SEAL)

RPO PROPERTIES, L.P.,

[SIGNATURES CONTINUED ON NEXT PAGE

EARNEST MONEY CONTRACT HOLDER:

MANEO ACQUISITIONS, LLC,

a Texas limited liability company

	By: Name:Britton Church Title: Manager
THE STATE OF TEXAS	§ §
This instrument was acknobised COUNTY OF This instrument was acknobised acknobise	§ owledged before me on, 2025, by Maneo Acquisitions, LLC, a Texas limited liability any.
	Notary Public, State of Texas
(NOTARY SEAL)	

[END OF SIGNATURES]

742

EXHIBIT E

FORM OF CONSENT RESOLUTION

RESOLUTION NO.	-
RESOLUTION NO.	-

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

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

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

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

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

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

- Section 1. All of the matters and facts set out in the recitals hereof are true and correct and are adopted as findings of the City Council.
- Section 2. The City Council hereby consents to the creation of the District and the inclusion of the Land within the District. The District is authorized to exercise all powers granted to a municipal utility district, or which may be hereafter granted, under the Constitution and laws of the State of Texas.
- Section 3. This Resolution shall be in force and effect from and after its passage on the date shown below.

Section 4. It is here open to the public, and public given, all as required by the C	notice of the tim		aid meeting was
PASSED AND APPROmeeting of the City Council of		e day of ; there being a quorum pr	
		THE CITY OF BURLES	ON, TEXAS
		By: Chris Fletcher Title: Mayor	
ATTEST:			
Amanda Campos, TRMC, CM	IC, City Secretary	7	
STATE OF TEXAS COUNTY OF JOHNSON	§ § §		
·	knowledged bef	ore me this day of urleson, Texas, on behalf o	f said City.
		Notary Public, Sta	ite of Texas
(NOTARY SEAL)			

EXHIBIT F

FORM OF PETITION REQUESTING EXPANSION AND EXTENSION OF ETJ

PETITION REQUESTING EXPANSION AND EXTENSION OF EXTRATERRITORIAL JURISDICTION

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

Phelps Real Estate III, LLC, a Florida 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.

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	day of	, 2025.
	PHELPS REAL ESTA a Florida limited liabilit	
	By:	
THE STATE OF TEXAS \$ COUNTY OF \$		
COUNTY OF §		
This instrument was acknowledged Phelps, as Manager of Phelps Real Estate III of said company.	l before me on I, LLC, a Florida limited	, 2025, by John liability company, on behalf
	Notary Public, S	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)

EXHIBIT G

FORM OF CITY RESOLUTION PROVIDING CONSENT TO EXPANSION AND EXTENSION OF ETJ

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 Phelps Real Estate III, LLC (the "Petitioner") to expand and extend the extraterritorial jurisdiction ("ETJ") of the City to include 18.851 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 <u>Exhibit B</u> 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, 2025.	
	Chris Fletcher, Mayor
ATTEST:	
Amanda Campos, City Secretary	
APPROVED AS TO FORM:	
Matt Ribitzki, Deputy City Attorney	

Exhibit A

Metes and Bounds Description

Exhibit B

Petition Requesting Expansion and Extension of Extraterritorial Jurisdiction

EXHIBIT H

FORM OF 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 of ______, 202_, by and between THE CITY OF BURLESON, TEXAS, a home rule municipality of the State of Texas (the "City"), and Johnson County Municipal Utility District No. [__] a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution, and operating pursuant to Chapters 49 and 54, Texas Water Code, as amended (the "District").

RECITALS

The District was created with the consent of the City for the purpose of providing water, sewer, drainage, and road facilities to the land within its boundaries. The District is located entirely within the extraterritorial jurisdiction ("ETJ") of the City.

Texas Local Government Code, Section 43.0751 (the "*Act*") provides 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 City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to plan for the eventual full-purpose annexation of the District by the City.

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. <u>Definitions</u>. 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:

Annexed Land has the meaning set forth in Section 3.02.

City Consent means the resolution of the City consenting to the creation of the District.

Commission means the Texas Commission on Environmental Quality and its successors.

Landowner 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.

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. <u>Findings and conclusions</u>. 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 Texas Local Government 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. <u>Conditions to annexation</u>. 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 rights and powers under existing or subsequently enacted law and subject to Section 2.02, the City will not fully annex any property within District until both of the following conditions have been satisfied, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:
 - a. All of the District's water, sanitary sewer, drainage, and road facilities have been constructed.
 - b. The Landowner has, and the Landowner's successors and assigns have, been reimbursed by the District to the maximum extent permitted by the rules of the Commission or other applicable law.

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 annexation. Prior to annexation of the entire District for full purposes, except as may be specifically provided in this Agreement or in the City Consent, the District is authorized to exercise all powers and functions of a municipal utility 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, and the exercise of such powers is hereby approved by the City.
- 2.03. <u>Continuation of the District following full annexation</u>. Upon full purpose annexation of the entire District under the provisions of Section 2.01 above, the District

will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's systems into the City's systems, following which period the City shall act to dissolve the District in accordance with applicable law. If the City has not dissolved the District within 120 days after such annexation under Section 2.01, then the District shall be automatically dissolved on the 121st day after such annexation. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the Landowners within the District) and the District will not be continued or converted 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. <u>Attempted incorporation</u>. 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. <u>Limited purpose annexation of land</u>. 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. 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, and roads 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. <u>Imposition of the City's Sales and Use Tax</u>. In the event the City elects to annex land within the District for limited purposes as provided in <u>Section 3.01</u>, the City shall impose its Sales and Use Tax upon such annexed land ("*Annexed Land*") pursuant to Subsection (k) of the Act to the extent such imposition does not cause the combined rate of all sales and use taxes imposed by the City and other political subdivisions of the state having territory within the District to exceed two percent (2%) as required by Texas

Tax Code, Section 321.101(f). The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at the rate that when added to the combined rate of local sales and use taxes previously adopted by other political subdivisions of the state having territory within the District will equal not more than two percent (2%) or the rate specified under future amendments to Texas Tax Code, Chapter 321. The Sales and Use Tax shall take effect on the date described in Texas Tax Code, Section 321.102.

- 3.03. Reserved.
- 3.04 <u>Notification of Comptroller</u>. The City shall send notice of this Agreement and the limited-purpose annexation of the Annexed Land to the Comptroller within three days of the Implementation Date in the manner provided by Section 321.102, Texas Tax Code. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Annexed Land.
 - 3.05. Reserved.
 - 3.06. Reserved.

ARTICLE 4. DEFAULT, NOTICE AND REMEDIES

- 4.01. <u>Default; notice</u>. 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 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. <u>Remedies</u>. 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. <u>Beneficiaries</u>. 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 Public 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 Texas Local Government Code, Section 43.0751(c). In the event of annexation of the District by the City, the Landowner shall be considered a third-party beneficiary of this Agreement.
- 5.02. <u>Term.</u> 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 or 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 sending the same by electronic mail ("email") with confirming copy sent by regular 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:

<u>City</u>: City of Burleson
Attn: City Manager
141 W Renfro Street
Burleson, TX 76028-4296
Email:

<u>District</u>: Johnson County Municipal Utility District No. [__]

c/o Allen Boone Humphries Robinson

4514 Cole Avenue, Suite 1450

Dallas, Texas 75205 Attn: Steve Robinson

Email: 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. <u>Time</u>. Time is of the essence in all things pertaining to the performance of this Agreement.
- 5.05. <u>Severability</u>. 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. <u>Waiver</u>. 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. <u>Applicable law and venue</u>. 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. <u>Reservation of rights</u>. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.
- 5.09. <u>Further documents</u>. 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.
- 5.10. <u>Incorporation of exhibits and other documents by reference</u>. All exhibits and other documents attached to or referred to in this 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. <u>Authority for execution</u>. 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.

THE CITY OF BURLESON, TEXAS

		By: Title: Mayor
ATTEST:		
, Ci	ty Secretary	7
STATE OF TEXAS	§	
COUNTY OF JOHNSON	§ §	
		ed before me this day of , Mayor of the City of Burleson, Texas, o
		Notary Public, State of Texas
(NOTARY SEAL)		

JOHNSON COUNTY MUNICIPAL UTILITY DISTRICT NO. [__]

	Ву:
	Name:
	Title: President, Board of Directors
ATTEST:	
Ву:	
Name:	
Гitle: Secretary	
ΓHE STATE OF TEXAS §	
THE STATE OF TEXAS § §	
COUNTY OF §	
	edged before me on this the day of
	, President of the Board of
Directors of the Johnson County Mu subdivision of the State of Texas, on beh	unicipal Utility District No. [], a political alf of said political subdivision.
	Notary Public, State of Texas
(NOTARY SEAL)	

EXHIBIT I

FORM OF MEMORANDUM OF DEVELOPMENT AGREEMENT

MEMORANDUM OF DEVELOPMENT AGREEMENT

THE STATE OF TEXAS	§	
	§	KNOW EVERYONE BY THESE PRESENTS:
COUNTY OF JOHNSON	§	
, 2025, by and betw home rule municipality, and	veen T Phelps	ne " <u>Agreement</u> ") was made and entered into as of THE CITY OF BURLESON, TEXAS (the " <u>City</u> "), a is Real Estate III, LLC, a Florida limited liability ., a Texas limited partnership (collectively, the
in Exhibit A (the "Property") at the City's jurisdiction and reg restrictions and commitments provide increased certainty to I	tached ulatory impos andow	ely acres of land more particularly described hereto. The purpose of the Agreement is to define authority over the Property, to establish certain ed and made in connection with the Property, to vner concerning the development approval process to identify land uses and other aspects for the
1,		nd all exhibits, and supplements or amendments e City Secretary of the City, upon payment of
EXECUTED as of		, 2025.
	[Signa	ature Pages Follow]

THE CITY OF BURLESON, TEXAS

	By: Chris Fletcher Title: Mayor
ATTEST:	
Amanda Campos, TRMC, CM	C, City Secretary
STATE OF TEXAS	§ §
COUNTY OF JOHNSON	§
	knowledged before me this day of of the City of Burleson, Texas, on behalf of said City.
	Notary Public, State of Texas
(NOTARY SEAL)	

PHELPS REAL ESTATE III, LLC,

a Florida limited liability company

	By:	
	Name: John Phelps	
	Title: Manager	
STATE OF	. §	
	§	
COUNTY OF	_	
771	1 1 11 6	OOF 1
I his instrument was ackn	nowledged before me on, 20 Phelps Real Estate III, LLC, a Florida limited li	J25, by
company, on behalf of said comp	-	.abiiit
company, on benun of said comp	party.	
	Notary Public Signature	
(NOTADV CEAL)		
(NOTARY SEAL)		

RPO PROPERTIES, L.P.,

a Texas limited partnership By: Orr Investments, LLC, a Texas limited liability company, its general partner Name: Rob Orr Title: President This instrument was acknowledged before me on ______, 2025, by Rob Orr, as President of Orr Investments, LLC, a Texas limited liability company, general partner of RPO Properties, L.P., a Texas limited partnership, on behalf of said company

Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS

COUNTY OF _____

and limited partnership.

EXHIBIT A Legal Description



City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: April 7, 2025

SUBJECT:

Receive a report, hold a discussion and provide staff direction regarding the vision for Hidden Creek Golf Course. (Staff Contact: Jen Basham, Director of Parks and Recreation)

SUMMARY:

Hidden Creek Golf Course, an 18-hole municipal facility, serves both the community and visitors by offering a high-quality golfing experience, a driving range, putting green, the Terrace restaurant, and a pro shop that offers custom fittings, lessons, and a full retail operation. Over the past five years, staff has made significant improvements to course conditions, customer service, and amenities, resulting in record rounds played, increased tournament participation, and sustained revenue growth.

To further elevate the course's performance and maximize its potential, staff has identified strategic initiatives that require implementation. These enhancements will ensure continued success, improve the overall golfer experience, and strengthen Hidden Creek's reputation as a premier municipal golf destination. Staff seeks council direction on the proposed strategies to support the course's ongoing development and long-term sustainability.

RECOMMENDATION:

Staff recommends continuing to improve Hidden Creek Golf Course with the outlined plan.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Jen Basham, CPRE Director of Parks and Recreation <u>ibasham@burlesontx.com</u> 817-426-9201



TIMELINE OF THE COURSE

2004- City of Burleson assumes management from a private management company

1997-Course Built

2012-Major renovation completed by John Calligan to add new holes, reroute course for better flow, and expanded water storage

2021-Course direction to address deferred maintenance and begin renovations and improvements

Late 2010's-2021-Maintenance beyond daily operations was limited

Starting in 2021

Course Improvements

Bunker conversion to Better Billy Bunker System-\$323,000

Pumphouse renovation-\$135,000

Cart path replacements and drainage improvements-\$145,000

Turf restoration on holes 7,9 and 18-\$45,000

Tree removal and limb up-\$125,000

New Carts with GPS-\$491,000

Chemigation System-\$27,253

Aeration Machine-\$24,294

Terrace Restaurant Enhancements

Service counter and fixtures-\$10,000

Beverage carts-\$40,000

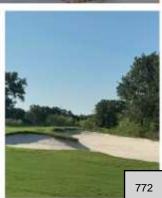
Addition of draft beer and fountain drinks-\$5,000

✓ Total Investment

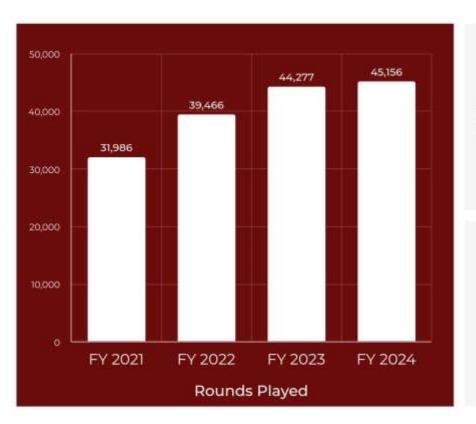
\$1,370,547







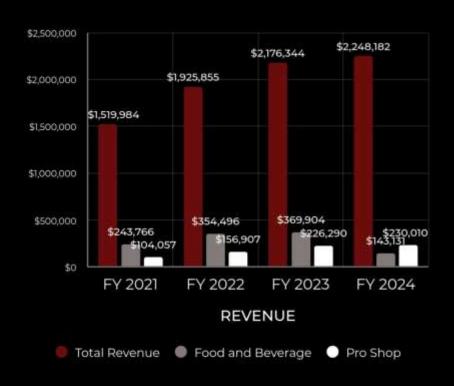
BREAKING RECORDS



Breaking the former 2009 record of 42,419 rounds and \$1,497,992 in revenue

YTD through June 8 rounds 31,320

BREAKING RECORDS



2010-2020 AVERAGE ANNUAL REVENUE- \$1,331,716 F&B-\$257,889 PRO SHOP-\$130,394

YTD through June 8 revenue \$1,639,433



5 YEARS FROM NOW

Hidden Creek will have transitioned from a bargain golf course to a premier public golf destination

What we're currently working with

- Architectural Pedigree
- Strategic Layout
- Variety and Balance of Holes
- Routing
- Distinctive Features
- Length of at least 7,000 yards
- Multiple Tee Boxes
- Tough but Fair Conditions

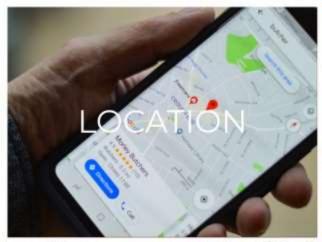




Areas to be addressed to be premier

- Pristine Playing Surfaces-firm and fast fairways, consistent greens, well-maintained bunkers
- Top-tier Turf Management- including aeration, overseeding, pest control, and drainage
- Attention to Detail-landscaping and visual appeal throughout the course
- Clubhouse and Practice Facilities- that include locker rooms, full scale restaurant, pro shop and event space
- Technology Integrations-GPS on carts, autonomous mowers
- Hosting Capabilities-spectator accommodations, scoring tents, restrooms, parking and hospitality

 777













DFW Municipal Golf Courses

Course	City	Peak Green Fee with Cart	
Texas Star	City of Euless	\$85	
Tierra Verde	City of Arlington	\$87	
Watters Creek	City of Allen	\$70	
Grapevine Golf Course	City of Grapevine	\$70	
Hidden Creek	City of Burleson	\$75 *by 2030	



Tierra Verde-Rated in excellent condition with challenging greens, 18 hole course, state of the art learning center, 3-hole practice course and short game area



Watters Creek- praised for excellent greens, challenging layou and 6 hole options, expansive practice facilities, short game ar fitting area, notable restaurant and pro shop amenities

Let's Compare

FEATURE	WATTERS CREEK	TIERRA VERDE	HIDDEN CREEK
Total Holes	33 (18+9+6)	18	18
Course Type	Championship, short game, beginner friendly	Championship, eco- friendly	Championship by design
Practice Facilities	Extensive, top rated	Comprehensive learning center	Adequate
Amenities	Grill 33, pro shop, event pavilion	Ventana Grill, pro shop, Clubhouse	Terrace Restaurant, pro shop
Unique Aspects	Variety of courses for all skill levels	Audobon Signature Sanctuary	Affordable, communit

Next Steps

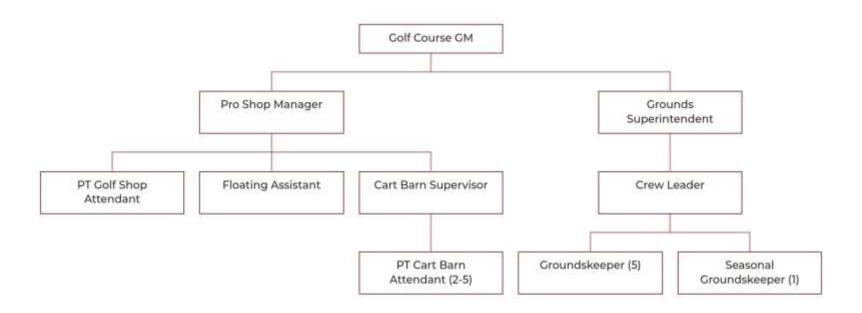




Maintaining the Current Maintenance Fleet Model

- 3 Greens Mowers (1 used as tee mower)
- 2 Fairway Mowers
- 2 Tractors (1 used as rough mower) (1 used to top dress, lely spread, spike and pull behind aeration)
- 2 Zeroturn mowers
- 4 Standard Duty Mowers
- 1 Heavy Duty Gator (used for sprayer and pulls topdresser/lely spreader on greens)
- Sandpro

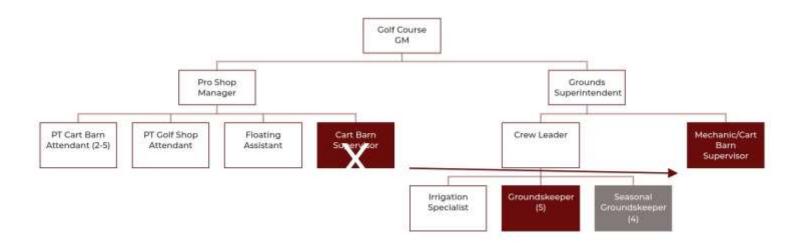
Current Maintenance Staffing Model



The current grounds crew is structured to support a mid-performance level of course maintenance. While this allows basic upkeep, it limits the potential for further quality improvements.

784

Proposed Maintenance Staffing Model



Proposed shifts include: combining the cart barn supervisor with the mechanic role that is currently centralized to fleet and 75% supported by the golf budget. The new cart fleet requires substantially less maintenance than the aging fleet. Bringing the mechanic back in house allows for a higher level of skill, detail, and maintenance on the maintenance fleet. This shift is currently accounted for in the proposed base budget for FY26. The other request is to increase the number of seasonal groundskeepers to assist during peak season with course maintenance and shift an existing groundskeeper role to an irrigation specialist. This request is part of the FY26 supplemental package.

Enhanced Maintenance with Staffing and Current Fleet

Activity	Total Weekly Hours Currently	Additional Hours Needed
Mowing Greens	24.5	
Rolling Greens	7	10.5
Mowing Fairways	12	6
Mowing Tees	10	6 5
Mowing Collars/Greens Surrounds	10	
Mowing Rough	40	16
Set Up	21	
Bunker Rake	24.5	
Weed Eat	38	64
Mowing Around Clubhouse	8	8
Irrigation Repair	20	
Greens Maintenance	15	
Equipment Cleanup	9.5	
Fertilize/Spray	16	24
Bunker Maintenance	7.5	
Fuel Pick up	3	
Range Mowing/Maintenance	8	
Total Labor Hours	274	133.5

Introduction of Technology to Fleet



Tees, Fairways, Rough, Clubhouse and Driving Range begin integrating autonomous mowing

- . The total integration includes 13 mowers with a 5 year expected lifespan
- Total Projected Cost of Integration: \$373,890

Proposed reductions in current fleet:

- Rough Mower, scheduled for replacement in 2027-\$50,000
- Tee Mower, scheduled for replacement in 2028-\$50,000
- Fairway Mower, scheduled for replacement in 2029-\$180,000
- Total Reduction: \$280,000

Impact:

- autonomous mowers assist with never falling behind, they are not limited to weather or time of day for scheduling
- currently there is a vacancy in the groundskeeping division, this position is being held pending the decision to move forward with autonomous mowers, the position savings would be \$79,410 annually *salary is shown with benefits
- If autonomous mowers are integrated and the groundskeeper position is reduced by 1
 FTE the mowers will return their investment by the end of the first year

 787

Enhanced Maintenance with Staffing and Autonomous Mowers

Activity	Total Weekly Hours Currently	Additional Hours Needed	Reduction from Autonomous Mowers
Mowing Greens	24.5		
Rolling Greens	7	17.5	
Mowing Fairways	12		-12
Mowing Tees	10		-10
Mowing Collars/Greens Surrounds	10		-10
Mowing Rough	40		-16
Set Up	21		
Bunker Rake	24.5		
Weed Eat	38	64	
Mowing Around Clubhouse	8		-4
Irrigation Repair	20		
Greens Maintenance	15		
Equipment Cleanup	9.5		
Fertilize/Spray	16	24	
Bunker Maintenance	7.5		
Fuel Pick up	3		
Range Mowing/Maintenance	8		-4
Total Labor Hours	274	105.5	-56

Next Steps



Maintenance & Operations Projects

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Complete Turf Restoration-135,000 sq ft of sod and 85,000 sq ft of seed	\$135,000				
Greens surround irrigation addition	\$20,000				
Drainage Basin Repair	\$15,000				
Greens Aerifier	\$48,961				
Amenities Package	\$16,750				
Sod Cutter	\$6,100				
Chemicals/Fertilizers- bulk fertilizer and additional pre-emergent applications		\$23,250			
Overseed Program Expansion		\$8,000			
Winter Fairway Paint		\$8,000			
Tree Removal-3,12 tee boxes, 13 green, 14 tee, 16 green				\$45,000	\$20,000 (annually for maintenance)
Drainage Work-Fairway Basins				\$15,000	
Total Cost-Supplementals	\$235,711	\$39,250		\$60,000	\$20,000
Complete Cart Path Replacement			\$2,000,000		
Drainage Work-hole 16 regrade and pond incorporation					\$400,000
Total Cost-Capital			\$2,000,000		\$400,000
Total-Supplemental and Capital	\$235,711	\$39,250	\$2,000,000	\$60,000	\$420,000

Items shown in red are currently proposed but not being recommended as part of the FY26 supplemental package. It in green are currently recommended.



Maintenance and Staffing Adjustment Results

Course Quality

Integration will allow for additional maintenance on areas currently below desired service levels

- · All lakes, trees and cart paths will be edged weekly
- An additional mow of all non-green surfaces completed one additional time per week

Operations

Extend hours in pro shop and restaurant

Additional Opportunities For Consideration

- Restaurant Expansion to Full Service
- 2 Halfway House or Mid-Course Concessions
- 3 | Player Development/Learning Center
- 4 | Short Par 3 Course Addition



Next Steps



Dynamic Pricing



 Dynamic pricing for golf involves using historical trends to implement pricing changes based on demand. This approach helps golf courses manage demand and maximize revenue.

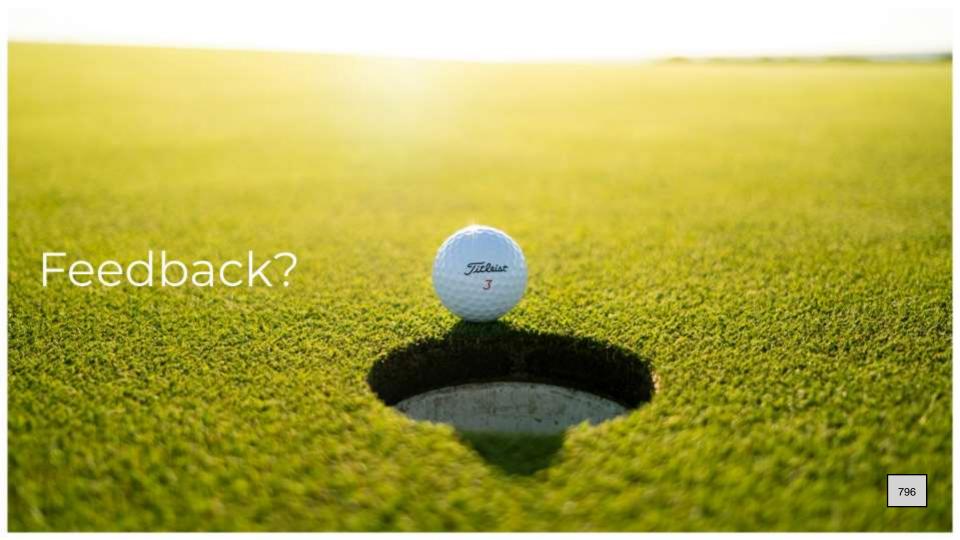
Time Sensitive-Golfers willing to pay a premium for the time they want vs golfers willing to play whenever for a lower price

Future Revenue Projections

FY 24
 Rounds – 45,156

 Total revenue per round on average -\$49.79
 Total revenue - \$2,248,182

- Future revenue of 45,000 rounds at different revenue per rounds
 - \$55 per round \$2,475,000 (Year 1)
 - \$60 per round \$2,700,000 (Year 2)
 - \$65 per round \$2,925,000 (Year 3)
 - \$70 per round \$3,150,000 (Year 4)





City Council Regular Meeting

DEPARTMENT: Capital Engineering Department

FROM: Eric Oscarson, Deputy City Manager

MEETING: June 16, 2025

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding the five-year Capital Improvement Plan (CIP) for Fiscal Year 2026-2030. (Staff Contact: Eric Oscarson, Deputy City Manager)

SUMMARY:

As part of the budget process for the fiscal year 2025-2026, staff prepared a 5-year Capital Improvement Plan based on recent discussions with City Council and the Finance Committee. This update addresses recommendations provided by Council and includes updated fund balance projections.

City staff is also requesting consideration of the Wicker Hill and Greenridge Reconstruction Project considering the Joshua Independent School District progress on the proposed new elementary school within The Parks at Panchasarp Farms development.

RECOMMENDATION:

Hold a discussion and provide staff with feedback and/or direction regarding the 5-year (2026-2030) Capital Improvement Plan for the General Fund, Water and Wastewater Fund, 4A Fund, 4B Fund, and TIF2 Fund.

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

On May 7, 2025, the Finance Committee received a report and provided recommendations regarding the budget calendar, capital improvement program, and 5-year forecast for the General Fund, 4A Fund, 4B Fund (In combination with Golf and Park Performance Funds), and TIF2 Fund.

On May 27, 2025, the Council received a report and provided recommendations regarding the budget calendar, capital improvement program, and 5-year forecast for the General Fund, Water and Wastewater Fund, 4A Fund, 4B Fund (In combination with Golf and Park Performance Funds), and TIF2 Fund.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



Fiscal Year 2026-2030 CIP Considerations

PRESENTED TO THE CITY COUNCIL ON

JUNE 16,2025





General Governmental

Overview



Water and Sewer



4A, 4B, TIF



Current General Government CIP FY25-29

							Total Per Projec
Project #	Project Name	2025	2026	2027	2028	2029	(FY25-29)
ST2_50	Neighborhood Street Rebuilds	\$750,000	\$750,000	\$261,876	\$750,000	\$2,597,953	\$5,109,829
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$5,646,260					\$5,646,260
FA2301	Police Expansion		\$13,607,500	\$16,409,500			\$30,017,000
ST2501	SH174 Widening (Schematic & Environmental)				\$750,000		\$750,000
ST2306	Hulen at Wilshire Intersection	\$200,000	\$1,501,027				\$1,701,027
312300	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$1,800,000	\$6,003,653				\$7,803,653
ST2503	Elk, Hillside, & FM731- Ped. & Int. Improvements		\$204,871	\$403,834			\$608,705
FA2601	Fire Station #4				\$2,500,000		\$2,500,000
	FM 1902 and CR 910 Pedestrian Mobility		\$300,000	\$1,189,901			\$1,489,901
ST2602	Wilshire Blvd. (SH174) Construction Documents (Hulen to City Limits)					\$1,600,000	\$1,600,000
FA2302	Fire Station #1	\$1,100,000					\$1,100,000
FA2301	Police Expansion	\$7,606,145					\$7,606,145
ST2302	Alsbury Ph. 1B -Candler to Hulen Outside Lanes	\$2,815,444					\$2,815,444
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$2,116,276					\$2,116,276
ST2306*	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$2,267,711	\$11,770,242				\$14,037,953
ST2503	Elk, Hillside, & FM731-Ped. & Int. Improvements			\$705,749			\$705,749
ST2_50	Additional Pavement Rehab	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
167361	Quiet Zone at Dobson Street and County Road 714			\$1,045,541			\$1,045,541
ST2309	Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match)	\$1,660,765					\$1,660,765
FR2501	Two Fire Engines & Equipment	\$2,600,000					\$2,600,000
FR2502	Eight Storm Sirens	\$350,000					\$350,000
	Two New Ambulances		\$1,326,000				\$1,326,000
	One Replacement Street Sweeper		\$325,000				\$325,000
	Four Replacement Ambulances				\$2,652,000		\$2,652,000
	One New Ladder Truck					\$2,438,197	\$2,438,197
	One New Brush Truck					\$367,332	\$367,332
	One Replacement BearCat					\$350,000	\$350,000
	Total	\$29,912,601	\$36,788,293	\$21,016,401	\$7,652,000	\$8,353,482	\$103,722,777





Project	# Project Name	2026	2027	2028	2029	2030	Total Per Project (FY26-30)
ST2_5	Neighborhood Street Rebuilds	\$750,000	\$261,876	\$750,000	\$2,597,953		\$4,359,829
FA230	1 Police Expansion	\$13,607,500	\$16,409,500				\$30,017,000
ST250	1 SH174 Widening (Schematic & Environmental)			\$750,000			\$750,000
ST250 ST230	Hulen at Wilshire Intersection	\$1,501,027					\$1,501,027
51230	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$6,003,653					\$6,003,653
ST250	3 Elk, Hillside, & FM731-Ped. & Int. Improvements	\$204,871	\$403,834				\$608,705
g FA260	1 Fire Station #4			\$2,500,000		\$13,443,000	\$15,943,000
ST260		\$300,000	\$1,189,901				\$1,489,901
ST260	2 Wilshire Blvd. (SH174) Construction Documents (Hulen to City Limits)				\$1,600,000		\$1,600,000
ST230	6 Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$11,770,242					\$11,770,242
ST250	3 Elk, Hillside, & FM731-Ped. & Int. Improvements		\$705,749				\$705,749
New	Additional Pavement Rehab	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
16736	1 Quiet Zone at Dobson Street and County Road 714		\$1,045,541				\$1,045,541
ST230	9 Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match)	\$259,059					\$259,059
	Two New Ambulances	\$1,326,000					\$1,326,000
	One Replacement Street Sweeper	\$325,000					\$325,000
	Four Replacement Ambulances			\$2,652,000			\$2,652,000
	One New Ladder Truck				\$2,438,197		\$2,438,197
	One New Brush Truck				\$367,332		\$367,332
	One Replacement BearCat				\$350,000		\$350,000
·	Total	\$37,047,352	\$21,016,401	\$7,652,000	\$8,353,482	\$14,443,000	\$88,512,235



Additional General Government CIP Consideration



Updated Financial Info

May 27, 2025 – Council received an update that based on current assumptions, the I&S rate would need to be increase by \$0.0547 to fund the current CIP

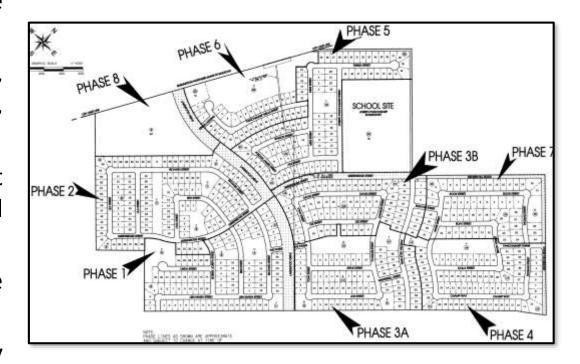
However, based on shifting capital projects and the draw down of the debt service fund balance, the increase to the I&S rate to fund the proposed CIP would be \$0.0422

Based on current appraisal plan and current growth assumptions



Joshua ISD Update and Additional CIP Considerations

- The Parks at Panchasarp Farms development includes a new Joshua Elementary School site with the development.
- JISD Bond measure to fund new school failed on May 7, 2022 and November 7, 2023, but later passed on May 4, 2024 and JISD began preparation for the new school.
- City staff has been meeting with JISD and their project development team monthly to coordinate the potential project.
- The latest JISD schedule estimates the school will be open for the Fall semester of 2027.
- JISD officially broke ground on the new elementary school on May 15, 2025.





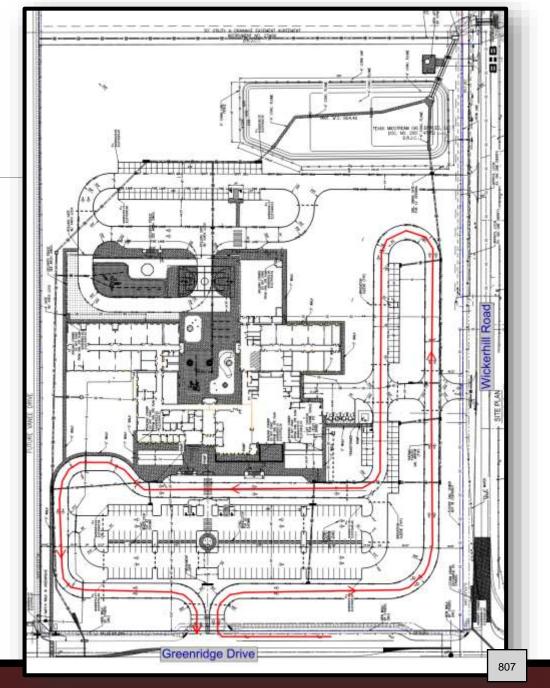
Joshua ISD Update and Additional CIP Considerations

- Existing Wicker Hill Dr. is narrow and in very poor condition. The increase vehicle traffic and bus traffic will be problematic if the road is not improved.
- The Capital Improvement Plan previously included an allocation for the Wicker Hill and Greenridge Reconstruction Project.
- Project was identified as a key City project as far back as 2019.
- On January 22, 2024 Council provided direction to shift the allocation for Wicker Hill and Greenridge to fund cost increases on the Police HQ Expansion Project.
- The project is <u>not</u> on the current CIP (FY25-29) and the elementary school is underway.



New School Circulation and Traffic Impact Analysis

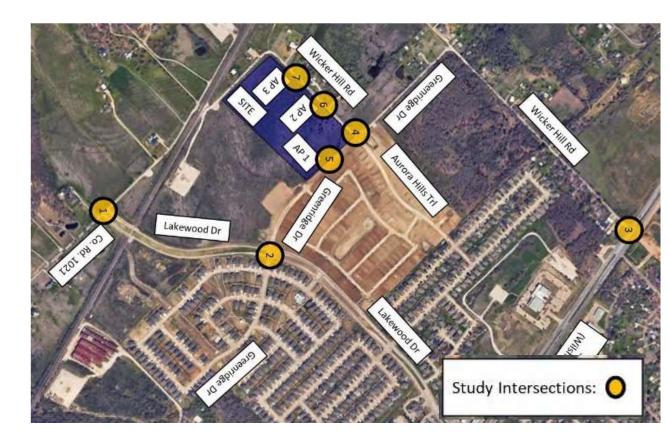
- Drop off/pick up access from Greenridge Drive
- Bus drop off/pick up access from Wicker Hill Road
- Planned Development Zoning prohibits vehicle and bus access to future Vanee Drive (to be constructed by developer with future residential phase)





New School Circulation and Traffic Impact Analysis

- A Traffic Impact Analysis(TIA) is currently under review for the JISD development
- Preliminary Recommendations
 - Intersection 2 Greenridge and Lakewood Traffic Signal
 - Intersection 5 Right-turn and left turn deceleration lanes on southbound Greenridge at main entrance
 - Intersection 3 Intersection improvements will be required, but final recommendations will depend on TxDOT review





Joshua ISD Update and Additional Considerations

Wicker Hill and Greenridge Reconstruction Project

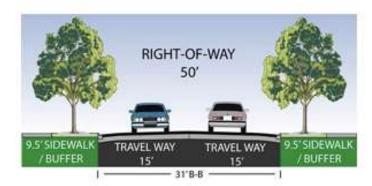
Project Estimate: \$6,800,000

-Design: \$560,000

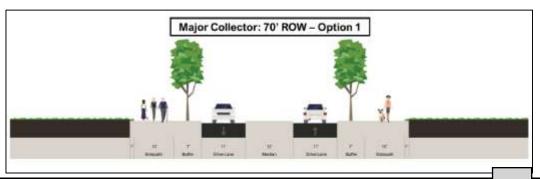
-ROW Acquisition: \$640,000

-Construction: \$5,600,000

Wicker Hill Cross Section



Greenridge Cross Section





Joshua ISD Update and Additional Considerations

Interim Improvements Options

- Public Works Operations:
 - -Additional 2' pavement width (each side): \$150,000
 - -Regular pothole repair
- Contractor:
 - Mill and Overlay, with Minor Widening: Pending Cost





Council Considerations

Staff is seeking direction on the Wicker Hill and Greenridge Reconstruction Project. Would the Council prefer to:

- Proceed with the current CIP as shown herein, excluding Wicker Hill and Greenridge Reconstruction Project; or
- Add the Wicker Hill and Greenridge Reconstruction Project back into the CIP (Design and ROW in FY26 and Construction in FY27), which would require an additional estimated \$0.010 increase to the tax rate; or
- Add the Wicker Hill and Greenridge Reconstruction Project and move a portion (roughly \$6.8 Million) of the Hulen Widening to 4A, since it is eligible.



Current Water and Sewer CIP FY25-29

							Total Per Project
Project#	Water Projects Name	2025	2026	2027	2028	2029	(FY25-29)
WW2_90	Waterline Rehabilitation		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$8,000,000
WA2301	Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission	\$15,913,678	\$3,857,228				\$19,770,906
WA2302	12" Willow Creek Waterline Looping	\$837,619					\$837,619
WA2401	Hulen Ground Storage Tank Rehabilitation		\$152,000	\$1,354,557			\$1,506,557
WA2403	8" Village Creek and 8" CR 715 Water Line Looping	\$1,177,838					\$1,177,838
WA2502	Mountain Valley EST and GST Demolition		\$84,395	\$752,333			\$836,728
ST2306*	16" Hulen Street Waterline	\$464,889		\$5,853,180			\$6,318,069
WA2503	12" Waterline Loop for Mountain Valley	\$410,248	\$1,072,813				\$1,483,061
WA2306	Offsite Water Supply from Fort Worth	\$2,193,995		\$13,486,298			\$15,680,293
WA2602	Hulen Pump Station Expansion				\$391,255	\$2,804,349	\$3,195,604
	New Mountain Valley 0.75 MG EST			\$475,000	\$3,200,000		\$3,675,000
WA2701	Turkey Peak Elevated Storage Tank Rehabilitation				\$200,211	\$1,437,171	\$1,637,382
WA2702	Hidden Creek Pkwy Tank Rehab				\$499,993		\$499,993
WA26	PLC Upgrade Project	\$1,155,000					\$1,155,000
	Water Bond Total	\$22,153,267	\$7,166,436	\$23,921,368	\$6,291,459	\$6,241,520	\$65,774,050

							Total Per Project
Project #	Sewer Projects Name	2025	2026	2027	2028	2029	(FY25-29)
WW2_90	Sewer Line Rehabilitation		\$1,687,839	\$3,000,000	\$3,000,000	\$3,000,000	\$10,687,839
WW2301	Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	\$344,794	\$24,178,034	\$3,500,000			\$28,022,828
WW2502	Parkview Dr Sewer Upsizing to 10"		\$139,285	\$1,000,558			\$1,139,843
WW2601	12" Wastewater line Replacement in Village Creek Basin (Golf Course)	\$317,776	\$2,454,224				\$2,772,000
WW26	Phase II - 24" Parallel Sewer from FM 731 to Village Creek				\$3,780,000	\$2,310,000	\$6,090,000
WW26	FM 917 and 35W Lift Station and Pressure Main		\$600,724	\$3,681,096			\$4,281,820
WW26	Future Sewer Capacity Study		\$105,000				\$105,000
WW26	Chisholm West Lift Station Force Main / Collector		\$913,500	\$6,510,000			\$7,423,500
WW26	Hyder Ranch Masterplan Sewer (G-B, G-C & C-H)				\$3,465,000		\$3,465,000
WW26	Legacy Hill Sewer Extension		\$651,000				\$651,000
	Sewer Vacuum Truck	\$518,000					\$518,000
	Sewer Bond Total	\$1,180,570	\$30,729,606	\$17,691,654	\$10,245,000	\$5,310,000	\$65,156,830
	Water & Sewer Bond Total	\$23,333,837	\$37,896,042	\$41,613,022	\$16,536,459	\$11,551,520	\$130,930,880



Proposed Water and Sewer CIP FY26-30

							Total Per Project
Project #	Water Projects Name	2026	2027	2028	2029	2030	(FY26-30)
WW2_90	Waterline Rehabilitation	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000
WA2301	Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission	\$3,857,228					\$3,857,228
WA2401	Hulen Ground Storage Tank Rehabilitation	\$152,000	\$1,354,557				\$1,506,557
WA2502	Mountain Valley EST and GST Demolition	\$84,395	\$752,333				\$836,728
ST2306*	16" Hulen Street Waterline		\$5,853,180				\$5,853,180
WA2503	12" Waterline Loop for Mountain Valley	\$1,072,813					\$1,072,813
WA2306	Offsite Water Supply from Fort Worth		\$13,486,298				\$13,486,298
WA2602	Hulen Pump Station Expansion			\$391,255	\$2,804,349		\$3,195,604
	New Mountain Valley 0.75 MG EST		\$475,000	\$3,200,000			\$3,675,000
WA2701	Turkey Peak Elevated Storage Tank Rehabilitation			\$200,211	\$1,437,171		\$1,637,382
WA2702	Hidden Creek Pkwy Tank Rehab			\$499,993			\$499,993
	Water Bond Total	\$7,166,436	\$23,921,368	\$6,291,459	\$6,241,520	\$2,000,000	\$45,620,783

							Total Per Project
Project#	Sewer Projects Name	2026	2027	2028	2029	2030	(FY26-30)
WW2_90	Sewer Line Rehabilitation	\$1,687,839	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$13,687,839
WW2301	Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	\$24,178,034	\$3,500,000				\$27,678,034
WW2502	Parkview Dr Sewer Upsizing to 10"	\$139,285	\$1,000,558				\$1,139,843
WW2601	12" Wastewater line Replacement in Village Creek Basin (Golf Course)	\$2,454,224					\$2,454,224
WW26	Phase II - 24" Parallel Sewer from FM 731 to Village Creek			\$3,780,000	\$2,310,000		\$6,090,000
WW26	FM 917 and 35W Lift Station and Pressure Main	\$600,724	\$3,681,096				\$4,281,820
WW26	Future Sewer Capacity Study	\$105,000					\$105,000
WW26	Chisholm West Lift Station Force Main / Collector	\$913,500	\$6,510,000				\$7,423,500
WW26	Hyder Ranch Masterplan Sewer (G-B, G-C & C-H)			\$3,465,000		\$4,462,500	\$7,927,500
WW26	Legacy Hill Sewer Extension	\$651,000					\$651,000
	Sewer Bond Total	\$30,729,606	\$17,691,654	\$10,245,000	\$5,310,000	\$7,462,500	\$71,438,760
	Water & Sewer Bond Total	\$37,896,042	\$41,613,022	\$16,536,459	\$11,551,520	\$9,462,500	\$117,059,543



Current 4A CIP FY25-29

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



Proposed 4A CIP FY26-30

							Total Per Project
Project#	4A Projects Name	2026	2027	2028	2029	2030	(FY26-30)
ST2301	Alsbury Blvd		\$5,000,000	\$5,000,000	- -		\$10,000,000
DV2302	La kewood Drive Extension		\$4,000,000				\$4,000,000
	Hooper Business Park Sign		\$500,000				\$500,000
	Future Project			\$10,000,000			\$10,000,000
	West Side Infrastructure	\$5,000,000					\$5,000,000
	4A Bond Total	\$5,000,000	\$9,500,000	\$15,000,000	\$0	\$ 0	\$29,500,000

Current 4B CIP FY25-29



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

Proposed 4B CIP FY26-30



						Total Per Project
4B Projects Name	2026	2027	2028	2029	2030	(FY26-30)
Warren Park-Study	\$75,075					\$75,075
Mistletoe Hill - Bathroom Addition		\$163,375				\$163,375
Green Ribbon	\$120,750					\$120,750
BRiCk - Dry Sauna	\$444,087					\$444,087
Russ ell Farm - Domestic Water	\$21,000					\$21,000
Russ ell Farm - Bathroom at Chesapeake Building	\$75,448					\$75,448
Russ ell Farm - Master Plan	\$32,051					\$32,051
Golf - Fence	\$262,500					\$262,500
Golf - Additional Well	\$183,750					\$183,750
Bailey Lake - New Playground		\$523,687				\$523,687
Mistletoe Hill		\$614,250				\$614,250
Golf - Pond Renovation		\$99,419				\$99,419
New Community Park - Playground			\$787,500			\$787,500
Bartlett - Playground Replacement			\$441,000			\$441,000
Heberle - Park Improvements			\$352,800			\$352,800
Elk Ridge Park - Bathroom Addition			\$170,336			\$170,336
Golf - Greens Resurface			\$460,156			\$460,156
Chisenhall - Playground Replacement				\$546,000		\$546,000
Warren Park - Park Improvements				\$1,312,500		\$1,312,500
Bailey Lake - Low Water Crossing				\$231,000		\$231,000
BRiCk Roof Replacement				\$1,260,000		\$1,260,000
Claudia's Playground - Bathroom Addition					\$180,556	\$180,556
Total	\$1,214,661	\$444,087	\$1,237,356	\$793,800	\$3,349,500	\$7,039,404



TIF 2 CIP FY25-29

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

TIF 2 CIP FY26-30

							Total Per Project
Project #	TIF 2 Project Name	2026	2027	2028	2029	2030	(FY26-30)
-	TBD						\$0
-	TBD						\$0
•	Total	\$0	\$0	\$0	\$0	\$0	\$0

Questions / Comments





City Council Regular Meeting

DEPARTMENT: Human Resources

FROM: Cheryl Marthiljohni, Director of Human Resources

MEETING: June 16, 2025

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding Fiscal Year (FY) 2025-2026 Compensation and Benefits. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*)

SUMMARY:

Provide a summary of pay and benefits for FY25–26, including a comparison of the base pay market for key positions and an analysis of the city's projected self-funded health plan.

Data from this review will be used to inform choices about pay and benefits for the FY25–26 budget.

RECOMMENDATION:

Not applicable

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

Not applicable

REFERENCE:

Not applicable

FISCAL IMPACT:

Will be addressed as part of the FY 2025-2026 budget process.

STAFF CONTACT:

Cheryl Marthiljohni
Director of Human Resources
cmarthiljohni@burlesontx.com/
817-426-9641



Human Resources FY25-26 Compensation and Benefits

Cheryl Marthiljohni, Director of Human Resources City Council Meeting – June 16, 2025

AGENDA

Overview of Compensation

- Compensation Strategy
- History
- City Wide View
- General Population
- Public Safety
 - Comparison of neighboring cities
- Financial Impact

Health Plan

- FY25 Review
- Current State and FY26 Projections
- FY26 Recommendations

Employer of Choice Focus

Next Steps

Questions/Comments

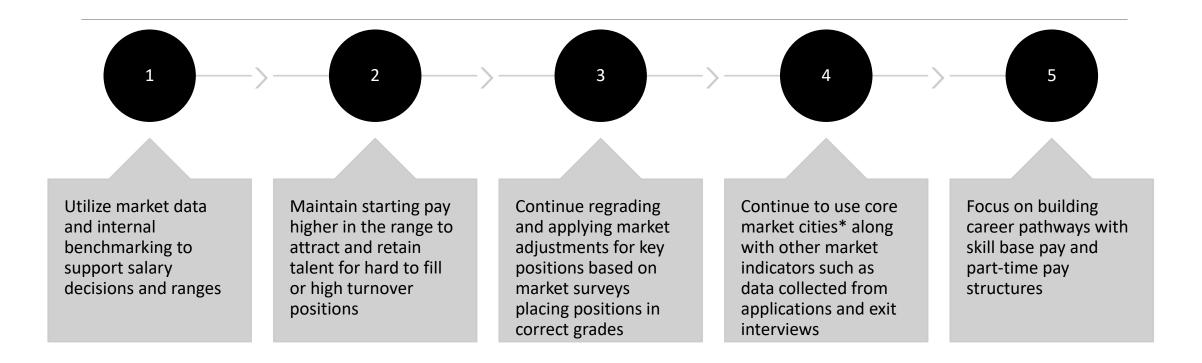


Overview of Compensation

- Compensation Strategy
- History
- General Population
- Public Safety
- Financial Impact



Compensation Strategy



*Arlington, Cedar Hill, Cleburne, Coppell, Euless, Ft. Worth, Grand Prairie, Hurst, Keller, Mansfield, Midlothian,

North Richland Hills, The Colony and Waxahachie

Compensation - History

Fiscal Year	Compensation Plan	Adjustment Type	Average Pay Increase %
FY20	City Compensation (Non-Step) Police & Fire Pay Step	Merit Step + Market Adjustments	3% 16%
FY21	City Compensation (Non-Step) Police & Fire Pay Step	Merit + Market Adjustments Step + Market Adjustments	3% 6.7%
FY22	City Compensation (Non-Step) Police & Fire Pay Step Targeted positions falling behind market (3 years without adjustments)	Merit New Step Plan + Market Adjustments Market Adjustments	3.5% 4% Varied by position
FY23	City Compensation (Non-Step) Police & Fire	Merit Step + Market adjustments due to new FY'23 market data	3.5% 11%
FY24	City Compensation (Non-Step) Police & Fire Pay Step Targeted all Fund Market Adjustments	Merit Step Market Adjustments	3.5% 3% Varies by position
FY25	City Compensation (Non-Step) Police & Fire Pay Step	Merit Step	3% 3%



Employee Numbers

Headcount	Full-time	Part-time
Authorized	439	258
Current	414	228
Vacant	17	30
Positions on hold per City Manager*	8	0

^{*} FY25 on hold positions include Executive Assistant, Public Works Operations Manager, Field Supervisor – Streets, Planner, Sr. Building Inspector, Recreation Manager, Capital Projects Engineer, and Development Engineer



Regrettable Attrition

Regrettable attrition refers to the voluntary resignation or non-planned retirement of employees.

Reasons may include:



- **Poor Leadership and Management**
- **Inadequate Compensation and Benefits**
- **Lack of Recognition and Appreciation**
- **M** Poor Workplace Culture
- **Better Opportunities Elsewhere**



Current Turnover

• Full-Time employee turnover is annualized to be 9.1% for FY25 - below our target of 12%

• Entry level positions continue to be most vulnerable to market influencers – wages, benefits, incentives,

work life bala	ance
----------------	------

FT an	d PT - Regular		FT Only - Regular				
Avg Headcount	Separations	Turnover	Avg Headcount	Separations	Turnover		
400	70	17.5%	333	26	7.8%		
408	62	15.2%	339	30	8.8%		
423	70	16.5%	344	27	7.8%		
464	87	18.8%	370	49	13.3%		
508	81	16.0%	396	46	11.6%		
539	89	16.5%	412	51	12.4%		
542	75.4	13.9%	412.2857143	<i>37.7</i>	9.1%		
	Avg Headcount 400 408 423 464 508 539	400 70 408 62 423 70 464 87 508 81 539 89	Avg Headcount Separations Turnover 400 70 17.5% 408 62 15.2% 423 70 16.5% 464 87 18.8% 508 81 16.0% 539 89 16.5%	Avg Headcount Separations Turnover Avg Headcount 400 70 17.5% 333 408 62 15.2% 339 423 70 16.5% 344 464 87 18.8% 370 508 81 16.0% 396 539 89 16.5% 412	Avg Headcount Separations Turnover Avg Headcount Separations 400 70 17.5% 333 26 408 62 15.2% 339 30 423 70 16.5% 344 27 464 87 18.8% 370 49 508 81 16.0% 396 46 539 89 16.5% 412 51		

Year to Date Reasons for Separation

Resignations = #12
Resignation in lieu of = #4
Retired = #8
Dismissed = #3

Excludes Status: Seasonal/Temporary

Elected

Election Workers

Excludes Reasons:

Normal Retirement Expiration of Leave

Deceased

Assignment Ended

Less than 5 years of service = #18 Greater than 5 years of service = #9



Current Year to Date Department Turnover above 12% Target

Code Enforcement

Development Engineering

Finance

Parks

Reasons for Separation

Resignations = #7 ←

Resignation in lieu of = #2

Non-planned Retirement = #1 ◆

Dismissed = #2

Regrettable Attrition

Wastewater and Water Services



General Population Current Compensation Details

Future focus area

Full-Time (Non-Public Safety Step)

Range	Number of Employees*	Percent of Employees
At or above Midpoint	129	49%
Below Midpoint	132	51%
Total	261	100%

Range Placement	Number of Employees
AT MINIMUM	2
1% to 25%	44
26% to 50%	91
51% to 75%	82
76% to 99%	33
TOP OUT	9
Grand Total	261

Part-Time**

Range	Number of Employees	Percent of Employees
At or above Midpoint	13	7%
Below Midpoint	215	93%
Total	228	100%

Range Placement	Number of Employees		
AT MINIMUM		3	
1% to 25%		`184	
26% to 50%		31	
51% to 75%		7	
76% to 99%		3	
Grand Total		228	

^{*}Full-time Non-Public Safety Step Employees

¹⁰



Public Safety

Police and Fire Step Plans

Public Safety – Step Plan Options

Proposed Pay Option	Detail
Α	• Current Step Plan ONLY - Avg. pay increase 3%, no changes to step plan
В	 Avg. pay increase 3% Include market adjustment to step plans Include adjusting step ranges for certain positions*
С	 Avg. pay increase 3% Include a more competitive market adjustment to step plans** Include adjusting step ranges for certain positions*

^{*} Updated step ranges means either removing or adding an additional step for certain positions including Police Sergeant, Fire Lieutenant, Fire Captain

^{**}Except for Firefighter Recruit and Firefighter where option B has the more competitive advantage

Police Department				
Department/Division	Authorized	Filled	Offers Accepted	Vacant-To Be Filled
Police - Step	84	78	3	3
Police - Non-Step & Civilian	22	21	0	1
Police Division	106	99	3	4
Public Safety Communications	21	19	2	0
Public Safety Communications Division	21	19	2	0
POLICE DEPARTMENT TOTAL	127	118	5	4

Vacant Positions: Police Officers (3) and Property and Evidence/Crime Scene Technician

Police Department



Current Police Step Plan

	Number of Employees	3								
Public Safety	STEP	1								
-	Base Annual Salary	\$65,128.68								
Recruit	Duration	Until Sworn								
	Number of Employees	4	0	10	12	8	7	0	5	12
	STEP(S)	1	2	3	4	5	6	7	8	9
Police Officer	Base Annual Salary	\$75,000.00	\$77,250.00	\$79,567.50	\$81,954.53	\$84,413.16	\$86,945.56	\$89,553.92	\$92,240.54	\$95,007.76
	Duration	1 year	1 year	1 year	1 year	1 year				
	Increase between steps		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Number of Employees	2	1	5	2	3				
	STEP(S)	1	2	3	4	5				
Sergeant	Base Annual Salary	\$101,000.00	\$104,030.00	\$107,150.90	\$110,365.43	\$113,676.39				
	Duration	1 year								
	Increase between steps		3.00%	3.00%	3.00%	3.00%				
	Number of Employees	2	1	1	0					
	STEP(S)	1	2	3	4					
Lieutenant	Base Annual Salary	\$117,090.00	\$120,602.70	\$124,220.78	\$127,947.40					
	Duration	1 year	1 year	1 year	1 year					
	Increase between steps		3.00%	3.00%	3.00%					

Adopted FY23

Police - Market Cities

City	Population*	Estimated Sworn Officers**	Ratio
Arlington	403,672	900	448.5
Keller	46,643	100	466.4
Euless	60,010	122	491.9
Midlothian	44,104	89	495.6
Hurst	39,500	75	526.7
Fort Worth	1,008,106	1700	593.0
The Colony	45,897	74	620.2
Burleson	56,253	89	632.1
Waxahachie	48,617	76	639.7
North Richland Hills	71,436	111	643.6
Grand Prairie	207,331	300	691.1
Cleburne	38,131	55	693.3
Cedar Hill	49,618	71	698.8
Coppell	41,785	55	759.7
Mansfield	80,803	100	808.0

Example: 1 officer for every 448.5 in population

⁸³

	Propo	sal A	Propo	osal B	Proposal C		
Position	Min Max		Min	Min Max		Max	
PS Recruit	15 of 15		9 of 15		8 of 15		
Officer	11 of 15	13 of 15	9 of 15	10 of 15	8 of 15	9 of 15	
PD Sergeant	15 of 15	15 of 15	9 of 15	12 of 15	7 of 15	9 of 15	
PD Lieutenant	11 of 13	13 of 13	6 of 13	8 of 13	5 of 13	6 of 13	

Benchmarking - Police

Ranking assumes market movement of 3%



Police Safety Recruit



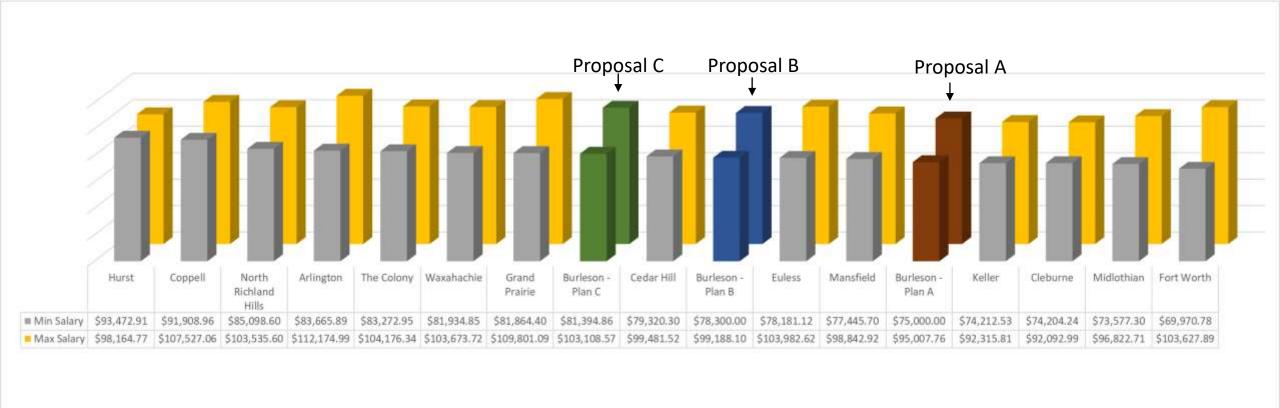


Proposal A: Current Step Plan ONLY – Avg. pay increase 3%, no changes to step plan

<u>Proposal B:</u> Avg. pay increase 3% + market adjustment to step plans + adjusting step ranges for certain positions

Police Officer





Proposal A: Current Step Plan ONLY – Avg. pay increase 3%, no changes to step plan

<u>Proposal B:</u> Avg. pay increase 3% + market adjustment to step plans + adjusting step ranges for certain positions





<u>Proposal A</u>: Current Step Plan ONLY – Avg. pay increase 3%, no changes to step plan

<u>Proposal B:</u> Avg. pay increase 3% + market adjustment to step plans + adjusting step ranges for certain positions

Police Lieutenant





Proposal A: Current Step Plan ONLY – Avg. pay increase 3%, no changes to step plan

<u>Proposal B:</u> Avg. pay increase 3% + market adjustment to step plans + adjusting step ranges for certain positions

			_							
	POSITION(S)	1								
Plan A	Public Safety Recruit	\$65,128.68								
Plan B	Public Safety Recruit	\$73,000.00								
Plan C	Public Safety Recruit	\$77,500.00								
	Duration	Until Sworn								
	POSITION(S)	1	2	3	4	5	6	7	8	9
Plan A	Police Officer	\$75,000.00	\$77,250.00	\$79,567.50	\$81,954.53	\$84,413.16	\$86,945.56	\$89,553.92	\$92,240.54	\$95,007.76
Plan B	Police Officer	\$78,300.00	\$80,649.00	\$83,068.47	\$85,560.52	\$88,127.34	\$90,771.16	\$93,494.29	\$96,299.12	\$99,188.10
Plan C	Police Officer	\$81,394.86	\$83,836.70	\$86,351.81	\$88,942.36	\$91,610.63	\$94,358.95	\$97,189.72	\$100,105.41	\$103,108.57
	Duration	1 year	1 year	1 year	1 year	1 year				
	Increase between steps	•	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	POSITION(S)	1	2	3	4	5				
Plan A	Sergeant	\$101,000.00	\$104,030.00	\$107,150.90	\$110,365.43	\$113,676.39				
Plan B	Sergeant	\$106,550.00	\$109,746.50	\$113,038.90	\$116,430.06					
Plan C	Sergeant	\$111,000.00	\$114,330.00	\$117,759.90	\$121,292.70					
	Duration	1 year								
	Increase between steps		3.00%	3.00%	3.00%	3.00%				
	POSITION(S)	1	2	3	4					
Plan A	Lieutenant	\$117,090.00	\$120,602.70	\$124,220.78	\$127,947.40					
Plan B	Lieutenant	\$122,800.00	\$126,484.00	\$130,278.52	\$134,186.88					
Plan C	Lieutenant	\$126,595.47	\$130,393.34	\$134,305.14	\$138,334.29					
	Duration	1 year	1 year	1 year	1 year					
	Increase between steps		3.00%	3.00%	3.00%					

Proposed Police Step Plans – FY26

Fire Department				
Department/Division	Authorized	Filled	Offers Accepted	Vacant-To Be Filled
Fire - Step	54	53	0	1
Fire - Non-Step & Civilian	7	6	0	1
Fire Division	61	59	0	2
Fire Medical Transport - Step	18	18	0	0
Medical Transport Division	18	18	0	0
FIRE DEPARTMENT TOTAL	79	77	0	2

Vacant Positions: Assistant Fire Chief and Fire Investigator

Fire Department

Fire - Market Cities

City	Population*	Estimated Personnel**	Ratio
Coppell	41,785	95	439.8
Midlothian	44,104	80	551.3
Cleburne	38,131	68	560.8
Waxahachie	48,617	84	578.8
The Colony	45,897	76	603.9
Cedar Hill	49,618	73	679.7
North Richland Hills	71,436	103	693.6
Burleson	56,253	77	730.6
Hurst	39,500	52	759.6
Euless	60,010	78	769.4
Mansfield	80,803	104	777.0
Grand Prairie	207,331	256	809.9
Arlington	403,672	459	879.5
Keller	46,643	51	914.6
Fort Worth	1,008,106	1068	943.9

Example: 1 employee for every 439.8 in population

Current Fire Step Plan



	Number of Employees	6	11	11	10	2	3	0	0	2
	STEP	1	2	3	4	5	6	7	8	9
Firefighter	Base Annual Salary	\$71,000.00*	\$73,130.00	\$75,323.90	\$77,583.62	\$79,911.13	\$82,308.46	\$84,777.71	\$87,321.04	\$89,940.68
_	Duration	1 year	1 year	1 year	1 year	1 year				
	Increase between steps		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Number of Employees	1	4	3	3					
Annaratus	STEP	1	2	3	4					
Apparatus Operator	Base Annual Salary	\$92,500.00	\$95,275.00	\$98,133.25	\$101,077.25					
Operator	Duration	1 year	1 year	1 year	1 year					
	Increase between steps		3.00%	3.00%	3.00%					
	Number of Employees	0	0	2	4	1				
Fire	STEP	1	2	3	4	5				
Lieutenant	Base Annual Salary	\$97,500.00	\$100,425.00	\$103,437.75	\$106,540.88	\$109,737.11				
Lieutenant	Duration	1 year								
	Increase between steps		3.00%	3.00%	3.00%	3.00%				
			_							
	Number of Employees	0	3	0						
Eiro Cantain	STEP	1	2	3						
Fire Captain	Base Annual Salary	\$113,000.00	\$116,390.00	\$119,881.70						
	Duration	1 year	1 year	1 year						
	Increase between steps		3.00%	3.00%						
	Number of Employees	1	2	2	1					
	STEP	1	2	2	1					
Battalion	Base Annual Salary	\$120,000.00	\$123,600.00	\$127,308.00	\$131,127.24					
Chief	Duration	1 year	1 year	1 year	1 year					
	Increase between steps		3.00%	3.00%	3.00%					
	increase between steps		3.00/0	3.00/0	3.00/0					

Adopted FY23

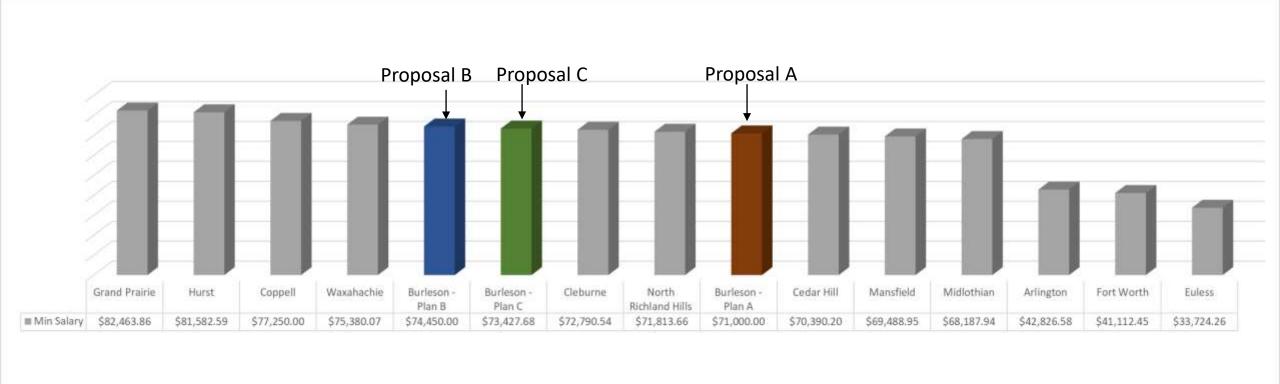
	Proposal A		Propo	osal B	Proposal C	
Position	Min	Max	Min	Max	Min	Max
FF Recruit	7 of 13		5 of 13		5 of 13	
Firefighter	11 of 15	12 of 15	9 of 15	8 of 15	9 of 15	10 of 15
Apparatus Operator	12 of 15	12 of 15	10 of 15	11 of 15	10 of 15	9 of 15
Fire Lieutenant	15 of 15	15 of 15	10 of 15	12 of 15	10 of 15	11 of 15
Fire Captain	4 of 6	6 of 6	4 of 6	5 of 6	4 of 6	3 of 6
Fire Battalion Chief	15 of 15	14 of 15	8 of 15	9 of 15	5 of 15	4 of 15

Benchmarking – Fire

BURLESON



*NOTE...compared to the other positions - FF Recruit proposal B is better positioned than proposal C



<u>Proposal A</u>: Current Step Plan ONLY – Avg. pay increase 3%, no changes to step plan

<u>Proposal B:</u> Avg. pay increase 3% + <u>more competitive</u> market placement + adjusting step ranges for certain positions

Firefighter



*NOTE...compared to the other positions - FF proposal B is better positioned than proposal C



<u>Proposal A</u>: Current Step Plan ONLY – Avg. pay increase 3%, no changes to step plan

<u>Proposal B:</u> Avg. pay increase 3% + <u>more competitive</u> market placement + adjusting step ranges for certain positions

Apparatus Operator





Proposal A: Current Step Plan ONLY – Avg. pay increase 3%, no changes to step plan

<u>Proposal B:</u> Avg. pay increase 3% + market adjustment to step plans + adjusting step ranges for certain positions

Fire Lieutenant





<u>Proposal A</u>: Current Step Plan ONLY – Avg. pay increase 3%, no changes to step plan

<u>Proposal B:</u> Avg. pay increase 3% + market adjustment to step plans + adjusting step ranges for certain positions

Fire Captain





<u>Proposal A</u>: Current Step Plan ONLY – Avg. pay increase 3%, no changes to step plan

<u>Proposal B:</u> Avg. pay increase 3% + market adjustment to step plans + adjusting step ranges for certain positions

Battalion Chief





<u>Proposal A</u>: Current Step Plan ONLY – Avg. pay increase 3%, no changes to step plan

<u>Proposal B:</u> Avg. pay increase 3% + market adjustment to step plans + adjusting step ranges for certain positions

	POSITION(S)	1	2	3	4	5	6	7	8	9
Plan A	Firefighter	\$71,000.00	\$73,130.00	\$75,323.90	\$77,583.62	\$79,911.13	\$82,308.46	\$84,777.71	\$87,321.04	\$89,940.68
Plan B	Firefighter	\$74,450.00	\$76,683.50	\$78,984.01	\$81,353.53	\$83,794.13	\$86,307.95	\$88,897.19	\$91,564.11	\$94,311.03
Plan C	Firefighter	\$73,427.68	\$75,630.51	\$77,899.42	\$80,236.40	\$82,643.50	\$85,122.80	\$87,676.49	\$90,306.78	\$93,015.98
	Duration	1 year	1 year	1 year	1 year	1 year				
	Increase between steps		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	POSITION(S)	1	2	3	4					
Plan A	Apparatus Operator	\$92,500.00	\$95,275.00	\$98,133.25	\$101,077.25					
Plan B	Apparatus Operator	\$94,311.03	\$97,140.36	\$100,054.57	\$103,056.21					
Plan C	Apparatus Operator	\$95,806.46	\$98,680.66	\$101,641.08	\$104,690.31					
	Duration	1 year	1 year	1 year	1 year					
	Increase between steps		3.00%	3.00%	3.00%					
	POSITION(S)	1	2	3	4	5				
Plan A	Fire Lieutenant	\$97,500.00	\$100,425.00	\$103,437.75	\$106,540.88	\$109,737.11				
Plan B	Fire Lieutenant	\$106,147.90	\$109,332.33	\$112,612.31	\$115,990.67					
Plan C	Fire Lieutenant	\$110,000.00	\$113,300.00	\$116,699.00	\$120,199.97					
	Duration	1 year								
	Increase between steps		3.00%	3.00%	3.00%	3.00%				
	POSITION(S)	1	2	3	4					
Plan A	Fire Captain	\$113,000.00	\$116,390.00	\$119,881.70						
Plan B	Fire Captain	\$115,990.67	\$119,470.39	\$123,054.51	\$126,746.14					
Plan C	Fire Captain	\$123,805.97	\$127,520.15	\$131,345.75	\$135,286.13					
	Duration	1 year	1 year	1 year	1 year					
	Increase between steps		3.00%	3.00%	3.00%					
	POSITION(S)	1	2	3	4					
Plan A	Battalion Chief	\$120,000.00	\$123,600.00	\$127,308.00	\$131,127.24					
Plan B	Battalion Chief	\$129,281.06	\$133,159.50	\$137,154.28	\$141,268.91					
Plan C	Battalion Chief	\$139,344.71	\$143,525.05	\$147,830.80	\$152,265.73					
	Duration	1 year	1 year	1 year	1 year					
	Increase between steps		3.00%	3.00%	3.00%					



Financial Impact

Public Safety – Step Plan Options

Proposed Pay Option	Detail	Average Pay Increase	12-Month Estimated Amount (Salary + Benefits)
Α	 Current Step Plan ONLY - Avg. pay increase 3%, no changes to step plan 	3.0%	\$579,369.58
В	 Avg. pay increase 3% Include market adjustment to step plans Include adjusting step ranges for certain positions* 	4.09%	An additional \$757,785.39 (A+B option)
С	 Avg. pay increase 3% Include greater market adjustment to step plans Include adjusting step ranges for certain positions* 	6.59%	An additional \$1.28MM (A+C Option)

^{*} Positions include Police Sergeant, Fire Lieutenant, Fire Captain



Non-Step FY26 Pay Program by Fund

Fund	Estimated Amount (Salary + Benefits)
4A Communications	\$2,800.16
4A Economic Development	\$16,408.54
4B Parks Admin	\$8,961.50
ESF Fleet	\$17,137.66
General Fund	\$625,981.75
HCG	\$46,439.40
PPF	\$129,419.57
SSF Information Technology	\$55,041.21
TIF2 Parks	\$779.12
W/WW	\$76,405.25
TOTAL	\$979,374.16 -

12 month estimated amount



FY26 City Wide Totals

	Proposal A*	Proposal B	Proposal C
General Population	\$979,374.16	\$979,374.16	\$979,374.16
Police Step	\$332,203.94	\$376,615.85	\$787,504.17
Fire Step	\$247,165.64	\$381,169.54	\$488,956.54
TOTALS	\$1.56MM	\$1.73MM	\$2.26MM

General Fund	
Impact	

Proposal A	Proposal B	Proposal C
\$1.21MM	\$1.38MM	\$1.90MM

^{*}Proposal A is based on a 12-month estimated amount for FY26

Health Plan

- FY25 Review
- Current State
- FY26 Projection and Recommendations
- Beyond FY26





FY25 Health Fund/Benefits - Background

Focus: Maintain competitive benefits for employees while addressing funding gap in the City's self insured medical and dental Health Fund.

Dates	Item
September 2023 - May 2024	Identified concern with funding gap in the health fund and the need to take shortand long-range steps to mitigate and address the gap
June 2024 – August 2024	Engaged secondary benefits consultant focused on financial analysis, recommendations, and RFP completion for fully insured versus self-insured medical plan
August 2024 – October 2024	RFP findings, staff presentation of data for City Council direction, and employee engagement resulted in maintaining the self-insured plan with plan design changes to reduce the funding gap while ensuring a competitive benefits plan for retention of staff and ongoing recruitment for new staff.
October 2024 – December 2024	Prepared and completed open enrollment and benefit plan changes since the benefit plans are on a calendar year cycle of January 1 – December 31
January 1, 2025	Benefit plan changes effective

FY25 Council Direction

- ➤ Focus on saving strategies that have a potential of saving \$475k \$557k of the total deficit \$750,505
- ➤ Agreed with potential \$204,700 in cost saving measures
 - Implement Naviguard (UHC) to help negotiate out of network charges
 - Remove Health Reimbursement Accounts (HRA) from Copay plan
 - ➤ Remove run-off insurance for Stop-Loss
 - Change short-term disability to a voluntary plan vs. funded by the city
- Continue to review options to offset expenditures while being aware of the impact to our employees

FY25 Additional Changes Implemented

- Plan design changes
 - Co-insurance 80/20
 - Increase deductible and out of pocket limits
- ❖ No additional premium changes other than the 5% budgeted
- Health Savings Account employer contribution reduced by \$150 for individual/\$300 for family
- ❖ Add more prescription drugs to RX Prior Authorization

Note...Converting short term disability and reducing the Health Savings Account contribution were previously identified as cost savings measures to be reflected in the health fund. While these costs were eliminated and reduced the city's overall healthcare expenditures, they are embedded at the departmental level. Rather than reflecting these savings by transferring additional revenue from the reductions into the health fund, an indirect cost allocation of \$571,000 was eliminated from the health fund. This shift resulted in greater savings at the department level and within the health fund.



Health Fund Historical and Current Projections



ltem	FY 24-25 Adopted	FY 24-25 Revised	City Council 9/9/2024 FY 24-25 Projection Before Plan Changes	City Council 10/7/2024 FY 24-25 Projection After Plan Changes	FY End 24-25 Projection	FY 25-26 Projection
Beginning Fund Balance	\$3,530,219	\$3,530,219	\$3,530,219	\$3,530,219	\$3,340,556	\$3,115,653
Health and Dental Premium- City	\$5,463,367	\$5,463,367	\$4,892,067	\$4,989,067	\$5,476,098	\$5,749,903
Health and Dental Premium- Other	\$855,650	\$855,650	\$855,650	\$855,650	\$910,462	\$955,985
Other Revenues	\$1,048,385	\$1,048,385	\$792,385	\$792,385	\$1,173,275	\$1,108,550
Total Revenues	\$7,367,402	\$7,367,402	\$6,540,102	\$6,637,102	\$7,559,836	\$7,814,439
Claims	\$5,100,500	\$5,108,500	\$5,626,371	\$5,626,371	\$5,780,538	\$6,286,304
Other Expenditures*	\$2,083,923	\$2,080,923	\$1,664,236	\$1,664,236	\$2,004,202	\$1,604,533
FY25 Plan Design Changes				\$(460,459)		
Total Expenditures	\$7,184,423	\$7,189,423	\$7,290,607	\$6,830,148	\$7,784,739	\$7,890,837
Net revenue (loss)	\$182,979	\$177,979	\$(750,505)	\$(193,046)	\$(224,904)	\$(76,398)
Ending Fund Balance	\$3,713,198	\$3,708,198	\$2,779,714	\$3,337,173	\$3,115,653	\$3,039,254
FB % to Expenditures	51.68%	51.58%	38.13%	48.86%	40.02%	38.52%
City Contributions	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Employee Contributions	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%

Management of the fund requires ongoing implementation of proactive strategies for future years to maintain a minimum goal of 30% in fund balance



2026 Plan Year Recommendations



5% increase to health and dental premiums



Current vendor renewal negotiations to contain and reduce costs



Full RFP for all benefit plans in 2026 for plan year 2027
Aggressive engagement of onsite medical clinic model with neighboring cities and school districts



No plan modifications due to proactive approach for plan year 2025



Employer of Choice Focus





Focus on what is important for employees

Strong Leadership & Vision

Competitive Pay & Benefits

Healthy Work Culture

Career Development

Work-Life Balance

Employee Recognition & Engagement













STRONG LEADERSHIP & VISION COMPETITIVE PAY & BENEFITS

HEALTHY WORK
CULTURE

CAREER DEVELOPMENT WORK-LIFE BALANCE

EMPLOYEE RECOGNITION & ENGAGEMENT

- ✓ Culture Priority
- ✓ Leadership

 Development
- ✓ Values Input
- ✓ Mentorship

- ✓ Market Focus
- ✓ Attracting Top Talent
- ✓ Stay Interviews
- ✓ Benefits

- ✓ Culture Focus
- ✓ Finding Values
- ✓ Employee Brand
- ✓ Leading with Purpose
- ✓ Recruitment

- ✓ Career Pathways
- JobShadowing
- ✓ Leadership
 Training
- ✓ Succession Planning

- ✓ Flexible Work Schedules
- ✓ Telecommute*
- ✓ Setting Boundaries
- ✓ Paid Time off

- ✓ Service Anniversaries
- ✓ Spotlight
- ✓ Employee Committees
- ✓ Celebrations
- ✓ Expressing Appreciation
- ✓ Recognizing BTX Service



Next Steps—Proposed

Timing	Target review with Council	Component
FY26 Budget	July	 FY26 Final review of Benefits & Compensation to Council Present recommended changes for Employee Handbook
2026 Plan Year	September- October	 Present RFP summary of Benefit Consultant with recommendation for contract approval
2026 Plan Year	November	 Annual Stop Loss contract for approval Contract for Life and Disability and 3rd party administration





Questions/Comments



Debt Service Funds, Internal Service Funds, & Special Revenue Funds

PRESENTED TO THE CITY COUNCIL ON JUNE 16, 2025

Presentation Overview

- Debt Service Fund
 - **GF**
 - TIF2
 - 4A
 - 4B
- Health Insurance
- Support Services Fund IT
- Medical Transport Fund
- Solid Waste Fund
- Cemetery
 - Operating
 - Endowment

- Equipment Replacement Funds
 - Governmental
 - Proprietary
- Equipment Services Fund
- ARPA Fund
- PEG
- HOT/MOT
- MC Funds
 - Building Security Fund
 - Juvenile Case Management Fund
 - Technology Fund

General Debt Service Fund

	FY 23-24	FY 24-25	FY 24-25		FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
	Actual	Adopted	Revised		Year-End	Projected	Projected	Projected	Projected	Projected
Beg Fund Balance	\$ 5,492,377	\$ 6,545,650	\$ 6,545,650	\$	\$ 6,851,142	\$ 4,676,225	\$ 1,124,578	\$ 999,777	\$ 1,000,276	\$ 1,001,171
Property Tax Revenue	\$ 8,898,932	\$ 10,322,724	\$ 10,322,724	Ş	\$ 10,403,000	\$ 10,689,521	\$ 12,390,895	\$ 13,645,592	\$ 13,474,862	\$ 14,215,098
TIF2 Transfer-In	\$ 654,689	\$ 691,914	\$ 691,914	Ş	\$ 691,104	\$ 730,091	\$ 727,738	\$ 724,412	\$ 726,213	\$ 743,287
4A Transfer-In		\$ 4,126,727	\$ 4,126,727	Ş	\$ 4,096,133	\$ 3,861,820	\$ 4,264,544	\$ 5,040,280	\$ 5,930,055	\$ 5,931,738
4B Transfer-In		\$ 3,035,774	\$ 3,035,774	Ş	\$ 3,025,483	\$ 3,641,078	\$ 3,569,694	\$ 3,690,107	\$ 3,038,038	\$ 3,335,219
Other Revenue/Other Financing	\$ 563,146	\$ 150,000	\$ 150,000	Ş	\$ 275,000	\$ 125,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Total Revenue	\$ 10,116,767	\$ 18,327,139	\$ 18,327,139	\$	\$ 18,490,720	\$ 19,047,510	\$ 21,002,871	\$ 23,150,391	\$ 23,219,168	\$ 24,275,342
General Debt Service	\$ 8,102,637	\$ 12,917,051	\$ 12,917,051	Ş	\$ 12,852,217	\$ 14,365,433	\$ 12,564,924	\$ 13,694,283	\$ 13,523,115	\$ 14,263,604
TIF2 Debt Service	\$ 654,689	\$ 691,914	\$ 691,914	Ş	\$ 691,104	\$ 730,091	\$ 727,738	\$ 724,412	\$ 726,213	\$ 743,287
4A Debt Service		\$ 4,126,727	\$ 4,126,727	Ş	\$ 4,096,133	\$ 3,861,820	\$ 4,264,544	\$ 5,040,280	\$ 5,930,055	\$ 5,931,738
4B Debt Service		\$ 3,035,774	\$ 3,035,774	Ş	\$ 3,025,483	\$ 3,641,078	\$ 3,569,694	\$ 3,690,107	\$ 3,038,038	\$ 3,335,219
Cost Allocation	\$ 676	\$ 700	\$ 700	Ş	\$ 700	\$ 735	\$ 772	\$ 810	\$ 851	\$ 893
Total Expenditures	\$ 8,758,002	\$ 20,772,166	\$ 20,772,166	\$	\$ 20,665,637	\$ 22,599,157	\$ 21,127,672	\$ 23,149,892	\$ 23,218,272	\$ 24,274,741
Change in Fund Balance	\$ 1,358,765	\$ (2,445,027)	\$ (2,445,027)	Ş	\$ (2,174,917)	\$ (3,551,647)	\$ (124,801)	\$ 499	\$ 896	\$ 601
Ending Fund Balance	\$ 6,851,142	\$ 4,100,623	\$ 4,100,623	\$	\$ 4,676,225	\$ 1,124,578	\$ 999,777	\$ 1,000,276	\$ 1,001,171	\$ 1,001,772

Health Insurance Fund Discussion

- The Health Insurance Fund projection assumes a cap of 5% annual increase in contributions (from both employee and the city contributions)
- HUB is projecting between 8% 10% annual increases to claims expenditures based on the current plan
- This is consistent with last fiscal year's projections and underscores the importance of ongoing evaluation to maintain the health of both the plan and the fund.

Health Insurance Fund

		FY 23-24 Actual	FY 24-25 Adopted	FY 24-25 Revised	FY 24-25 Year End		FY 25-26 Projected		FY 26-27 Projected	2	FY 27-28 Projected		FY 28-29 Projected	FY 29-30 Projected
Beginning Fund Balance	\$	3,462,577	\$ 3,530,219	\$ 3,530,219	\$ 3,340,556	\$	3,115,653	5	3,039,254	5	2,987,400	\$	2,944,690	\$ 2,888,645
Health and Dental Premium- City	\$	5,213,911	\$ 5,463,367	\$ 5,463,367	\$ 5,476,098	S	5,749,903	S	6,037,398	5	6,339,268	5	6,656,231	\$ 6,989,043
Health and Dental Premium- Other	\$	821,562	\$ 855,650	\$ 855,650	\$ 910,462	s	955,985	s	1,003,785	\$	1,053,974	\$	1,106,673	\$ 1,162,006
Other Revenues	\$	1,284,162	\$ 1,048,385	\$ 1,048,385	\$ 1,173,275	\$	1,108,550	\$	1,129,029	\$	1,150,941	\$	1,174,387	\$ 1,199,474
Total Revenues	\$	7,319,635	\$ 7,367,402	\$ 7,367,402	\$ 7,559,836	\$	7,814,439	\$	8,170,212	\$	8,544,183	\$	8,937,291	\$ 9,350,523
Claims	\$	5,425,865	\$ 5,100,500	\$ 5,108,500	\$ 5,780,538	Ś	6,286,304	5	6,813,838	Ś	7,432,274	5	8,087,067	\$ 8,803,459
Other Expenditures*	\$	2,015,791	\$ 2,083,923	\$ 2,080,923	\$ 2,004,202	\$	1,604,533	\$	1,757,117	\$	1,932,168	\$	2,143,045	\$ 2,373,609
Proj. Budget Balancing Measures								S	(348,890)	S	(777,548)	\$	(1,236,777)	\$ (1,762,238)
Total Expenditures	\$	7,441,656	\$ 7,184,423	\$ 7,189,423	\$ 7,784,739	\$	7,890,837	5	8,222,066	\$	8,586,894	\$	8,993,335	\$ 9,414,830
Net revenue (loss)	S	(122,021)	\$ 182,979	\$ 177,979	\$ (224,904)	S	(76,398)	5	(51,854)	\$	(42,711)	\$	(56,044)	\$ (64,307)
Ending Fund Balance	\$	3,340,556	\$ 3,713,198	\$ 3,708,198	\$ 3,115,653	\$	3,039,254	\$	2,987,400	\$	2,944,690	\$	2,888,645	\$ 2,824,338
FB % to Expenditures		44.89%	51.68%	51.58%	40.02%		38.52%		36.33%		34.29%		32.12%	30.00%
City Contributions		5.00%	5.00%	5.00%	5.00%		5.00%		5.00%		5.00%		5.00%	5.00%
Employee Contributions		0.00%	5.00%	5.00%	5.00%		5.00%		5.00%		5.00%		5.00%	5.00%

Support Services Fund - IT

	FY 23-24	FY 24-25	FY 24-25	FY	24-25 Year-	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
	Actual	Adopted	Revised		End Est	Projected	Projected	Projected	Projected	Projected
Beginning Fund Balance	\$ 1,132,532	\$ 867,231	\$ 867,231	\$	1,683,066	\$ 1,934,723	\$ 1,277,893	\$ 650,522	\$ 745,970	\$ 872,575
Revenue										
Contributions	5,513,969	6,540,060	6,540,060		6,540,060	6,713,025	6,914,416	7,121,848	7,335,504	7,555,569
Other Revenue	260,706	108,000	108,000		193,756	44,100	43,218	42,354	41,507	40,676
Total Revenue	5,774,675	6,648,060	6,648,060		6,733,816	6,757,125	6,957,634	7,164,202	7,377,010	7,596,245
Expenditures										
Personnel	1,843,874	2,108,375	2,108,375		1,999,452	2,114,707	2,189,798	2,267,723	2,348,598	2,432,542
Base Expenses	3,380,267	4,533,557	4,533,557		4,482,707	5,299,248	5,395,206	4,801,031	4,901,806	5,005,098
Total Expenditures	5,224,141	6,641,932	6,641,932		6,482,159	7,413,955	7,585,004	7,068,755	7,250,405	7,437,640
Change in Fund Balance	\$ 550,534	\$ 6,128	\$ 6,128	\$	251,657	\$ (656,830)	\$ (627,370)	\$ 95,447	\$ 126,605	\$ 158,606
Ending Fund Balance	\$ 1,683,066	\$ 873,359	\$ 873,359	\$	1,934,723	\$ 1,277,893	\$ 650,522	\$ 745,970	\$ 872,575	\$ 1,031,180
FB % of Expenditure	32.22%	13.15%	13.15%		29.85%	17.24%	8.58%	10.55%	12.03%	13.86%

Medical Transport Fund

	FY 23-24	FY 24-25	FY 24-25	F١	Y 24-25 Year-	FY 25-26	FY 26-27		FY 27-28		FY 28-29	FY 29-30
	Actual	Adopted	Revised		End Est	Projected	Projected		Projected		Projected	Projected
Beginning Fund Balance	\$ (224,613)	\$ 867,231	\$ 867,231	\$	874,744	\$ 1,087,508	\$ 2,067,704	\$	1,762,916	\$	1,435,677	\$ 1,084,695
Revenue												
Ambulance Transport	1,346,155	1,960,251	1,960,251		1,991,170	2,281,052	2,349,484		2,419,968		2,492,567	2,567,344
Other Revenue	9,008	40,000	40,000		33,000	32,340	31,693		31,059		30,438	29,829
GF Transfer In	-	-	-		-	-	-		-		-	-
Total Revenue	1,355,163	2,000,251	2,000,251		2,024,170	2,313,392	2,381,177		2,451,027		2,523,005	2,597,174
Expenditures												
Personnel	1,524,626	2,339,951	2,339,951		2,197,597	2,248,702	2,329,370		2,413,119		2,500,074	2,590,366
Reimb Personnel	(1,454,393)	(614,476)	(614,476)		(614,476)	(1,263,755)	-		-		-	-
Base Expenses	185,573	264,382	264,382		228,284	348,249	356,594		365,147		373,913	382,899
Total Expenditures	255,807	1,989,857	1,989,857		1,811,405	1,333,197	2,685,964		2,778,266		2,873,988	2,973,265
Change in Fund Balance	\$ 1,099,356	\$ 10,394	\$ 10,394	\$	212,765	\$ 980,195	\$ (304,788)	\$	(327,239)	\$	(350,982)	\$ (376,091)
Ending Fund Balance	\$ 874,744	877,625		\$	1,087,508	\$ 2,067,704	 1,762,916	-		- :	1,084,695	 708,603
FB % of Expenditure	341.96%	44.10%	44.10%		60.04%	155.09%	65.63%		51.68%		37.74%	23.83%

Solid Waste Fund Discussion

Waste Connections Contracted Rates

- Proprietary fund charge customers for refuse, recycling and city administrative cost
- Refuse and recycling operations outsourced to Waste Connections
 - No SW rate increases to customers FY2019-2023
 - Financial strategy was to draw down fund balance in Solid Waste Fund (FY2019- FB% was 63%)
 - Council approved new 5-year contract on May 1, 2023
 - Extend Contract through September 2029
 - Prior year CPI increases Waste Connections Contract (CPI Letter is received annually by the city in July)
 - FY2022 4% Increase
 - FY2023 10% increase
 - FY2024 8% increase
 - FY 2025 4% increase
 - FY2026-2029 CPI + Fuel Adjustment

Solid Waste Fund Discussion

Impact to Residential Customers

After no rate increases from FY2019-FY2023, a phased adjustment was implemented over FY2024 and FY2025 to align customer rates with actual solid waste and recycling costs.

The impact to residential rates is outlined below. These increases include adjustments to solid waste and recycling rates, as well as administrative, overhead, and franchise fees:

- Fiscal Year 2024 increase of \$3.64 per month
- Fiscal Year 2025 increase of \$2.39 per month
 - \$1.00 litter abatement fee was added to the "Admin and Overhead" in 2025
- Projected Fiscal Year 2026 increase of \$1.33 per month

Citizens Rates	2023	2024	2025	2026
Waste Collection	\$ 13.50	\$ 16.20	\$ 17.28	\$ 18.32
Recycling	\$ 2.50	\$ 3.00	\$ 3.21	\$ 3.41
Admin and Overhead	\$ 1.00	\$ 1.10	\$ 2.10	\$ 2.10
Franchise Fee	\$ 1.20	\$ 1.54	\$ 1.64	\$ 1.74
Total	\$ 18.20	\$ 21.84	\$ 24.23	\$ 25.56

Solid Waste Fund

	F	Y 23-24	FY 24-25	FY 24-25	FY	24-25 Year-	FY 25-26		FY 26-27	FY 27-28	FY 28-29		FY 29-30
		Actual	Adopted	Revised		End Est	Projected	F	Projected	Projected	Projected	ı	Projected
Beginning Fund Balance	\$	519,420	\$ 416,698	\$ 416,698	\$	593,799	\$ 655,371	\$	799,849	\$ 952,919	\$ 1,114,922	\$	1,286,218
Total Revenue		4,388,895	4,797,841	4,797,841		4,803,883	5,163,995		5,459,510	5,772,647	6,104,472		6,456,112
Total Expenditures		4,314,515	4,704,493	4,744,433		4,742,312	5,019,517		5,306,440	5,610,644	5,933,176		6,275,145
Change in Fund Balance	\$	74,379	\$ 93,348	\$ 53,408	\$	61,571	\$ 144,478	\$	153,070	\$ 162,003	\$ 171,296	\$	180,967
Ending Fund Balance	\$	593,799	\$ 510,046	\$ 470,106	\$	655,371	\$ 799,849	\$	952,919	\$ 1,114,922	\$ 1,286,218	\$	1,467,185
FB % of Expenditure		13.76%	10.84%	9.91%		13.82%	15.93%		17.96%	19.87%	21.68%		23.38%

Cemetery Operating Fund

	F	Y 23-24	FY 24-25	FY 24-25	F	Y 24-25 Year-	FY 25-26	FY 26-27	FY 27-28	FY 28-29		FY 29-30
		Actual	Adopted	Revised		End Est	Projected	Projected	Projected	Projected		Projected
Beginning Fund Balance	\$	343,364	\$ 396,153	\$ 396,153	\$	430,786	\$ 470,456	\$ 517,534	\$ 564,807	\$ 612,307	\$	660,069
Total Revenue		111,423	63,500	63,500		73,000	73,790	74,632	75,526	76,474		77,477
Expenditures												
Base Expenses		24,001	33,330	33,330		33,330	26,712	27,359	28,025	28,712		29,419
Total Expenditures		24,001	33,330	33,330		33,330	26,712	27,359	28,025	28,712		29,419
Change in Fund Balance	\$	87,422	\$ 30,170	\$ 30,170	\$	39,670	\$ 47,078	\$ 47,273	\$ 47,501	\$ 47,762	\$	48,058
Ending Fund Balance	\$	430,786	\$ 426,323	\$ 426,323	\$	470,456	\$ 517,534	\$ 564,807	\$ 612,307	\$ 660,069	\$	708,127
FB % of Expenditure		1795%	1279%	1279%		1412%	1937%	2064%	2185%	2299%		2407%

Cemetery Endowment Fund

	FY 23-24	FY 24-25	FY 24-25	FY	24-25 Year-	FY 25-26	FY 26-27	FY 27-28	FY 28-29		FY 29-30
	Actual	Adopted	Revised		End Est	Projected	Projected	Projected	Projected	F	Projected
Beginning Fund Balance	\$ 163,484	\$ 179,775	\$ 179,775	\$	187,215	\$ 200,715	\$ 214,620	\$ 228,942	\$ 243,694	\$	258,888
Total Revenue	23,731	13,500	13,500		13,500	13,905	14,322	14,752	15,194		15,650
Total Expenditures	-	-	-		-	-	-	-	-		-
Change in Fund Balance	\$ 23,731	\$ 13,500	\$ 13,500	\$	13,500	\$ 13,905	\$ 14,322	\$ 14,752	\$ 15,194	\$	15,650
Ending Fund Balance	\$ 187,215	\$ 193,275	\$ 193,275	\$	200,715	\$ 214,620	\$ 228,942	\$ 243,694	\$ 258,888	\$	274,538

Equipment Replacement Fund-Governmental

- Maintains vehicles and equipment replacement schedule
 - Supported by General Fund, PPF and ESF funds
- Estimated FY25 Ending Fund Balance for ERF \$6,025,676
- Projected FY26 Total Revenues: \$1,464,101
- Projected FY26 Total Expenditures: \$492,700
 - Public Works \$189,100 (Boom Mower)
 - Public Works \$135,000 (Pickup)
 - Police- \$38,600 (SUV)
 - Public Works- \$130,000 (Generator)
- Estimated FY26 Ending Fund Balance for ERF: \$6,997,077

Equipment Replacement Fund-Proprietary

- Maintains vehicle and equipment replacement schedule
 - Water & Wastewater and Golf Funds
- Estimated FY25 Ending Fund Balance: \$2,244,578
- Projected FY26 Total Revenues: \$539,294
- Projected FY26 Total Expenses: \$733,450
 - Public Works- \$83,000 (Pickup)
 - Hidden Creek Golf Course- \$69,850 (Sprayer + GPS)
 - Public Works- \$40,000 (Pickup)
 - Public Works- \$40,000 (Pickup)
 - Hidden Creek Golf Course- \$15,000 (Mower)
 - Public Works- \$50,000 (Pickup)
 - Hidden Creek Golf Course- \$15,000 (Mower)
 - Public Works-\$83,000 (Pickup)

Equipment Replacement Fund-Proprietary

- Public Works- \$50,000 (Pickup)
- Hidden Creek Golf Course- \$9,600 (Gator)
- Public Works- \$148,000 (Pickup)
- Public Works- \$130,000 (Generator)
- Estimated FY26 Ending Fund Balance for ERF: \$2,050,422

Equipment Services Fund

- Supports maintenance and repairs of the City's fleet and heavy equipment
- Inflation rate increase impacting cost of repairs and fuel prices
- Contributions from operating departments to support operations
- Estimated FY25 Ending Funding Fund Balance: \$149,405
- Proposed FY26 Total Revenues/Contributions: \$2,123,200
- Proposed FY26 Total Expenditure: \$2,104,452
- Estimated FY26 Ending Fund Balance: \$168,153

American Rescue Plan Act (ARPA) Fund

Expenditures	FY25	FY26
Medical Transport Personnel	\$ 614,476	\$ 1,263,755
Totals	\$ 614,476	\$ 1,263,755

Other Funds

Public Educational and Governmental Fund (PEG) – Revenues to be used for capital expenditures related to a municipal public access channel and the broadcasting of council meetings to the public

- Estimated FY25 ending fund balance: \$127,335
- Proposed FY26 Revenues: \$42,000
- Proposed FY26 Expenses: \$90,560
- Estimated FY26 ending fund balance: \$78,775

Hotel/Motel Fund – Revenues are from a 7% hotel/motel tax imposed on the rental of hotel/motel rooms located within the city – Funds are restricted to promoting tourism, conventions, and related activities within the city

- Estimated FY25 ending fund balance: \$543,866
- Proposed FY26 Revenues: \$553,450
- Proposed FY26 Expenditures: \$553,143
- Estimated FY26 ending fund balance: \$544,173

Municipal Court Funds

MC – Technology Fund – Revenues to be used to purchase or maintain technology enhancements for municipal court operations

- Estimated FY25 ending fund balance: \$48,581
- Proposed FY26 Revenues: \$17,000
- Proposed FY26 Expenses: \$2,340
- Estimated FY26 ending fund balance: \$62,241

MC – Juvenile Case Management Fund – Revenues to be used for personnel cost, travel, supplies and other expenses related to the Juvenile Case Manager

- Estimated FY25 ending fund balance: \$1,150
- Proposed FY26 Revenues: \$15,370
- Proposed FY26 Expenses: \$10,000
- Estimated FY26 ending fund balance: \$6,520

MC – Building Security Fund – Revenues to be used for security personnel, services, and items related to the municipal court building

- Estimated FY25 ending fund balance: \$154,024
- Proposed FY26 Revenues: \$23,647
- Proposed FY26 Expenses: \$10,420
- Estimated FY26 ending fund balance: \$162,404

Questions/Comments