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

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

1. **CALL TO ORDER**

Invocation - Brain Jacobs, Pastor at Metroplex Family Life Center

Pledge of Allegiance to the US Flag

2. **PUBLIC PRESENTATIONS**

A. Proclamations

- A Proclamation recognizing April 24, 2026, as "National Arbor Day" in the City of Burleson. (*Recipient: City of Burleson Parks and Recreation*)

B. Presentations

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

C. Community Interest Items

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

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

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

4. **CITIZENS APPEARANCES**

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

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

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

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

5. **CONSENT AGENDA**

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

- A.** Consider and take possible action on the minutes March 23, 2026 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*
- B.** Consider and take possible action on a resolution accepting the City of Burleson's Equal Employment Opportunity Plan (EEOP). *(Staff Contact: Wanda Bullard, Deputy Director of Human Resources)*
- C.** Consider and take possible action on a professional services agreement with Birkhoff, Hendricks & Carter, L.L.P. for preparing construction plans, technical specifications, and bidding documents for the Hulen Ground Storage Tank Rehabilitations project in the amount of \$110,300.00 (Project WA2401). *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*
- D.** Consider and take possible action on a contract with Tejas Cutters, LLC for construction services of the Elk Drive Sidewalk Improvements Project (ITB 2026-013) in the amount of \$214,751.80, with a project contingency of \$21,475.18, for a total amount of \$236,226.98 (Project ST2509). *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

6. **ETJ RELEASE**

- A.** ETJ Release Petition for 8137 FM 1902 DR (REL26-001): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 115.00 acres of land addressed 8137 FM 1902. *(Staff Contact: Tony McIlwain, Development Services Director)* (No Planning and Zoning Commission action was required for this item)

7. **DEVELOPMENT APPLICATIONS**

- A.** 116 N Clark ST (ZC26-001): Hold a public hearing and consider and take possible action on an ordinance for a zoning change request from "SF7" Single-family dwelling district-7 to "CC" Central Commercial. *(Staff Contact: Tony McIlwain, Development Services Director)* *(The Planning and Zoning Commission recommended 8-0)*

8. **GENERAL**

- A. Receive a report, hold a discussion, and provide staff direction on the selection of a firm to provide delinquent property tax collection services, and consider and take possible action on a minute order directing City staff to terminate the contract with Perdue Brandon Fielder Collins & Mott, LLP, for delinquent tax collection services. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*
- B. Consider and take possible action on an ordinance establishing a real estate contract for the sale of city-owned property located at 112 SE Gardens Boulevard, Burleson, Texas in response to the bid acceptance to RFP 2025-006 in the amount of \$500,000 (Final Reading). *(Staff Contact: Alex Philips, Director of Economic Development)*
- C. Consider and take possible action on an ordinance establishing a Performance Agreement between the City of Burleson and BTX Flex, LLC., Inc. for a commercial flex development located 112 SE Gardens Boulevard in Burleson, Texas (Final Reading). *(Staff Contact: Alex Philips, Director of Economic Development)*

9. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion and provide staff direction on previous economic development projects and metrics. *(Staff Contact: Alex Philips, Economic Development Director)*

10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS

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**
 - Negotiations and potential eminent domain action for the acquisition of real property for the construction and maintenance of wastewater improvements as part of the Town Creek Basin Parallel Interceptor Sewer Line improvements to serve existing and new development in the City and for other public purposes permitted by law
 - Receive a report and hold a discussion regarding an economic development agreement with Burleson Wilshire Investment Partners, LLC
 - Receive a report and hold a discussion regarding a real estate contract and performance agreement between the Burleson 4A Economic Development Corporation and Shipman Properties, LP
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
 - Deliberation regarding the possible purchase, exchange, lease, or value of certain parcels of real property necessary for the construction and maintenance of wastewater improvements near Village Creek in Johnson County and Tarrant County, Texas to serve existing and new development in the City where deliberation in open session would have a detrimental effect on the position of negotiations with third parties
 - A 4.27 acre, more or less, tract of land off of County Road 1016 near its intersection with FM 1902 in Burleson, Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties

-A 92.304 acre, more or less, tract of land off of County Road 1016 near its intersection with FM 1902 in Burleson, Johnson County, Texas owned by the Burleson 4A Economic Development Corporation where deliberation in open session would have a detrimental effect on the position of negotiations with third parties

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

- Project Street
- Project Sunflower

12. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the 26th of March 2026, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

BUDGET STATEMENT

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

ACCESSIBILITY STATEMENT

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


City Council Regular Meeting

DEPARTMENT: City Secretary’s Office
FROM: Monica Solko, Deputy City Secretary
MEETING: March 23, 2026

SUBJECT:

Consider and take possible action on the minutes from the March 23, 2026 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*

STRATEGIC PRIORITY AND GOAL(S):

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

SUMMARY:

The City Council duly and legally met on March 23, 2026 for a regular council meeting.

RECOMMENDATION:

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

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

BURLESON CITY COUNCIL REGULAR MEETING
MARCH 23, 2026
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Staff present

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

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

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

Invocation – Ron Williams, Pastor at Faith to Faith Ministries

Pledge of Allegiance to the US Flag

2. PUBLIC PRESENTATIONS

A. Proclamations

- **A proclamation recognizing "Procurement Professionals' Month" March 2026. (Recipient: Purchasing Division; Lauren Seay, Andrea Anderson and Jennifer Swim)**

B. Presentations

- **Recognize the City of Burleson for earning the Government Finance Officers Association Distinguished Budget Presentation Award for its annual budget, including special recognition for Strategic Goals and Strategies. (Presenter: Mark Davies, Director of Finance)**

C. Community Interest Items

- Thank you to all that were involved with the Vietnam Veterans Celebration.
- Join us for BTX Off Road Rally at Russell Farm on March 30 at 5:30 p.m.
- Join us for the Farmers Market on Saturdays in the Mayor Vera Calvin Plaza, starting at 8 a.m.
- Join us for Bunny Daze on March 28 from 9 a.m. to 12 p.m., at Chisenhall Fields.

- Join us for an Aqua Egg Hunt on April 4 from 9 a.m. to 12 p.m., at the Brick.

3. **CHANGES TO POSTED AGENDA**

- **Items to be continued or withdrawn**
 - Note dollar amount change to item 5J in the amount of \$1,245,538.92.
 - Add item 7A to consent agenda
 - Add item 7F to consent agenda subject to City Attorney approval of the contract
- **Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.**
 - None.

4. **CITIZEN APPEARANCES**

- Tina Michael, 1285 Wysteria Lane, came forward to advocate for proactive inclusion in event planning and a designated low sensory time for children with disabilities to participate in the Aqua Egg Hunt.
- Bill Janush, 117 NE Clinton Street, came forward and urged the city to make accessibility for children with disabilities a mandatory priority in all city events.

10. **RECESS INTO EXECUTIVE SESSION - MOVED**

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 a facility management agreement with Sports Facilities Management, LLC
- 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 Hidden Creek Sports Complex
- Receive a report and hold a discussion regarding City Hall flooding

E. Deliberation regarding security devices or security audits relating to information resources technology, certain network security information, or the deployment of security personnel, critical infrastructure, or security devices pursuant to Section 551.089, Texas Government Code

- Receive a report and hold a discussion regarding a security assessment and deployments relating to information resources technology.

Mayor Fletcher announced that the Council would convene into Executive Session. **Time: 5:50 p.m.**

Mayor Fletcher announced that the Council would reconvene into open session. **Time: 6:13 p.m.**

5. CONSENT AGENDA

- A. Minutes from the February 23-24, 2026 special council meeting and March 2, 2026 regular council meeting. (Staff Contact: Monica Solko, Deputy City Secretary)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- B. CSO#6074-03-2026, minute order ratifying the actions on the Burleson 4A Corporation Board on March 23, 2026, regarding a resolution authorizing a Performance Agreement between American Completion Tools, Inc., and the Burleson 4A Economic Development Corporation for the business expansion located at 3084 S. Burleson Boulevard. (Staff Contact: Alex Philips, Economic Development Director)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- C. CSO#6077-03-2026, minute order ratifying the Burleson 4A Economic Development Corporation amendment to Resolution 4A102025AmendAnnualBudget by amending the Capital Improvement Plan. (Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- D. CSO#6078-03-2026, minute order ratifying the Burleson Community Service Development Corporation amendment to Resolution 4B102025AmendAnnualBudget by amending the Capital Improvement Plan. (Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- E. CSO#6079-03-2026, minute order ratifying a Community Service Development Corporation (Type B) resolution amending the corporation's operating budget (Resolution 4B081825AnnualBudget) for Fiscal year 2025-2026 by increasing appropriations in the amount of \$28,000, and by increasing anticipated revenues in the amount of \$28,000. (Staff Contact: Kevin Hennessey, Deputy Director of Finance)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- F. CSO#6080-03-2026, resolution for an advanced funding agreement with TxDot for Green Ribbon Improvements along John Jones Dr. from Greenridge Dr to S.Towne Dr in the amount of \$803,358. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- G. CSO#6081-03-2026, minute order authorizing street closures for the upcoming Honey Tour City Carnival Community Event. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- H. CSO#6082-03-2026, resolution amending CSO#6017-01-2026 Exhibit A by adding Vineyard Vines hosts by Harvest House to the list of public events. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- I. CSO#6083-03-2026, resolution amending CSO#6017-01-2026 Exhibit B, by adding Hope Fellowship Co-Op to the list of rental waivers. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- J. CSO#6084-03-2026, Cooperative Purchase Customer Agreement with GTS Inc. (Government Technology Solutions, Inc.) for the purchase of Dell Infrastructure Hardware, Commvault Backup & Recovery Solution, and VMWare Software (DIR-CPO-5687, DIR-CPO-5371, DIR-CPO-5175) in the amount of \$1,169,469.88 (Staff Contact: James Grommersch, Chief Technology Officer)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- K. CSO#6085-03-2026, addendum to the amended and restated tax abatement agreement (CSO#1146-10-2019 & CSO#1774-06-2021) by and between the City of Burleson, VCS Burleson Property I, LP, and BGO-SRE Burleson II, LP to acknowledge the subdivision and conveyance of their property at HighPoint Business Park. (Staff Contact: Alex Philips, Economic Development Director)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- L. CSO#6086-03-2026, ordinance amending the city's fee schedule ordinance for Fiscal Year 2025-26 (CSO#5907-09-2025) by amending fees associated with emergency medical and ambulance services. (Final Reading) (Staff Contact: Casey Davis, Fire Chief)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- M. Ordinance amending Section 10-104, "Contractor Registration Procedures," of Division 4, "Electrical Licensing and Contractor Registration," of Article II, "Administration," of Chapter 10, "Buildings and Building Regulations," of the Code of Ordinances. (First Reading) (Staff Contact: Tony D. McIlwain, Development Services Director)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- N. CSO#6087-03-2026, professional services agreement with Pape-Dawson Consulting Engineers, LLC for the design of the FM 917 and I-35W Lift Station and Force Main Project in the amount of \$617,300 (Project WW2602). (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- O. CSO#6088-03-2026, professional services agreement with Lockwood, Andrews & Newnam, Inc. (LAN) for the design and real estate acquisition services of the Wicker Hill Road and Greenridge Drive Reconstruction Project in the amount of \$848,745.00 (Project ST2603). (Staff Contact: Christina Turner-Noteware, PE, Deputy Director of Capital Engineering)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

7. GENERAL – ITEMS ADDED TO CONSENT AGENDA

- A. CSO#6090-03-2026, resolution approving the fiscal year 2024-2025 Annual Comprehensive Financial Report (ACFR), Single Audit Report, and the Annual Audit, and directing staff to file the approved documents in the City Secretary's Office and post them on the City's website. (Staff Contact: Mark Davies, Director of Finance)**

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

- F. CSO#6092-03-2026, contract with Donelson Construction Co., LLC. for the installation of Pressure Pave - modified aggregate quick set system to various**

city streets in the amount of \$1,049,475 (sole source) (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)

Motion made by Larry Scott and seconded by Dan McClendon to approve the consent agenda, noting the dollar amount change to Item 5J in the amount of \$1,245,538.92, and adding Items 7A and 7F, with Item 7F subject to City Attorney approval of the contract.

Motion passed 7-0.

6. DEVELOPMENT APPLICATIONS

- A. CSO#6089-03-2026, resolution for variances to Chapter 63; Sign Regulations, relating to required minimum sign setbacks and maximum height of a pylon sign for QuikTrip located at 2220 W FM 917 (VAR26-002). (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)**

Tony McIlwain, Development Services Director, presented a resolution to the city council.

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

Motion passed 7-0.

7. GENERAL

- A. CSO#6090-03-2026, resolution approving the fiscal year 2024-2025 Annual Comprehensive Financial Report (ACFR), Single Audit Report, and the Annual Audit, and directing staff to file the approved documents in the City Secretary's Office and post them on the City's website. (Staff Contact: Mark Davies, Director of Finance) – ADDED TO CONSENT AGENDA.**

Item 7A was added and voted on with the consent agenda above.

Phil Anderson and Adam Russell left the Council Meeting at 6:23 p.m.

- B. Ordinance authorizing a real estate contract for the sale of city-owned property located at 112 SE Gardens Boulevard, Burleson, Texas in response to the bid acceptance to RFP 2025-006 in the amount of \$500,000 (First Reading). (Staff Contact: Alex Philips, Director of Economic Development)**

Alex Philips, Director of Economic Development, presented items 7B and 7C as one presentation to the city council.

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

Motion passed 5-0, with Phil Anderson and Adam Russell abstaining.

- C. Ordinance on a Performance Agreement between the City of Burleson and BTX Flex, LLC., Inc. for a commercial flex development located 112 SE Gardens**

Boulevard in Burleson, Texas. (First Reading) (Staff Contact: Alex Philips, Director of Economic Development)

Motion made by Dan McClendon and seconded by Victoria Johnson to approve.

Motion passed 5-0, with Phil Anderson and Adam Russell abstaining.

Phil Anderson and Adam Russell returned to the Council Meeting at 6:27 p.m.

D. Ordinance amending the five-year Capital Improvement Plan (CIP) for Fiscal Year 2026-2030. (First Reading) (Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)

Randy Morrison, Director of Capital Engineering, presented an ordinance to the city council.

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

Motion passed 7-0.

E. CSO#6091-03-2026, ordinance amending the City operating budget (CSO#5910-09-2025) for Fiscal Year 2025-2026 by increasing appropriations in the General Fund in the amount of \$156,500, by increasing appropriations in the Other Special Revenue Fund in the amount of \$66,000, by increasing appropriations in the 4B Fund in the amount of \$28,000, by increasing appropriations in the Support Services Fund in the amount of \$271,085, by increasing anticipated revenues in the General Fund by \$39,850, and by increasing anticipated revenues in the 4B Fund by \$28,000; and finding time is of the essence. (First and Final Reading) (Staff Contact: Kevin Hennessey, Deputy Director of Finance)

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

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

Motion passed 7-0.

F. CSO#6092-03-2026, contract with Donelson Construction Co., LLC. for the installation of Pressure Pave - modified aggregate quick set system to various city streets in the amount of \$1,049,475 (sole source) (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)– ADDED TO CONSENT AGENDA.

Item 7F was added and voted on with the consent agenda above.

G. CSO#6093-03-2026, resolution adopting the hotel/motel tax grant policy. (Staff Contact: Alex Philips, Economic Development Director)

Alex Philips, Director of Economic Development, presented a resolution to the city council.

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

Motion passed 7-0.

H. CSO#6094-03-2026, resolution naming the community park the “Burleson Legacy Park.” (Staff Contact: Jen Basham, Director of Parks and Recreation)

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

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

Motion passed 7-0.

8. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion and provide staff direction regarding the scope for Phase I of the Burleson Legacy Park. (Staff Contact: Jen Basham, Director of Parks and Recreation)

Jen Basham, Parks and Recreation Director, presented an overview of the newly named Community Park, identified as a priority in the 2019 and 2025 Master Plans. The City acquired the property in February 2023 and conducted extensive public engagement, including open houses, stakeholder meetings, and surveys, to guide the park’s design. The proposed full build-out includes athletic fields, courts, trails, a dog park, event spaces, a nature playground, and lake amenities. Phase One will focus on core infrastructure, including roadways, parking, softball fields, trails, and pond improvements. The project is funded through bond funds and potential grants, with construction anticipated to begin in 2025 and completion targeted for August 2027. Park Board feedback supported the project, with requests to include field lighting and explore traffic calming measures in lieu of speed bumps.

Council discussed the inclusion of lighting for the softball fields and expressed general support for adding it if feasible. Concerns were raised regarding traffic safety on the park roadway, with some members suggesting speed bumps; however, staff noted that speed bumps are not supported due to potential impacts on emergency response times. Alternative traffic calming measures, such as elevated crosswalks, were suggested for further consideration. Council also inquired about the project timeline in relation to nearby roadway improvements and discussed field surface options, including the potential use of artificial turf depending on cost.

B. Receive a report, hold a discussion and provide staff direction regarding an indoor sports facility. (Staff Contact: Alex Philips, Director of Economic Development)

Alex Philips, Director of Economic Development, presented an overview of sports tourism and the potential development of an indoor sports facility at Hidden Creek. He highlighted the significant economic impact of youth sports tourism, the positive findings from recent feasibility studies, and the proposed facility’s amenities, estimated cost, and regional draw. The project could generate substantial economic activity,

increase tournaments, and support additional commercial development, while also enhancing community amenities. Staff noted challenges, including parkland designation, funding limitations, and the need for a public-private partnership.

Council expressed general support for exploring the concept further and supported moving forward with discussions and identifying potential partners.

C. Receive a report, hold a discussion, and provide staff direction on proposed amendments to the 2020 Midpoint Update of the Comprehensive Plan and the zoning code, and a possible joint meeting with the Planning and Zoning Commission. (Staff Contact: Tony D. McIlwain, Development Services Director)

Tony McIlwain, Director of Development Services, presented proposed amendments to the 2020 Midpoint Update of the Comprehensive Plan and Zoning Code, including updates to the future land use map to allow for higher-density residential, mixed-use, and high-energy uses. Proposed zoning changes include regulations for accessory dwelling units (ADUs), parking, stacking and queuing, and the creation of a heavy/high-energy industrial district with performance standards. The Planning and Zoning Commission expressed concerns regarding traffic impacts and ADU size limits and requested a joint meeting with City Council to align on the proposed updates. Staff outlined a multi-month schedule for review, public hearings, and adoption, and will seek community and development stakeholder input.

Council expressed support for a joint workshop-style meeting with the Planning and Zoning Commission, along with additional Council discussion, and provided general direction to proceed.

9. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS

- None.

10. RECESS INTO EXECUTIVE SESSION

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

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

- Receive a report and hold a discussion regarding a facility management agreement with Sports Facilities Management, LLC
- 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 Hidden Creek Sports Complex
- Receive a report and hold a discussion regarding City Hall flooding

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

- Receive a report and hold a discussion regarding real property commonly known as 225 W Renfro St in Burleson, Johnson County, Texas

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

- Project Alazar

D. Deliberation regarding a cybersecurity measure, policy, or contract solely intended to protect a critical infrastructure facility located in the city pursuant to Section 551.0761, Texas Government Code

E. Deliberation regarding security devices or security audits relating to information resources technology, certain network security information, or the deployment of security personnel, critical infrastructure, or security devices pursuant to Section 551.089, Texas Government Code

- Receive a report and hold a discussion regarding a security assessment and deployments relating to information resources technology.

Mayor Fletcher announced that the Council would convene into Executive Session.
Time: 7:28 p.m.

Phil Anderson left the Council Meeting at 8:08 p.m.

Victoria Johnson left the Council Meeting at 8:17 p.m.

Mayor Fletcher announced that the Council would reconvene into open session. **Time: 8:20 p.m.**

11. ADJOURNMENT

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

Motion passed 5-0, with Victoria Johnson and Phil Anderson absent.

Mayor Chris Fletcher adjourned the meeting.

Time: 8:20 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Human Resources


FROM: Wanda Bullard, Deputy Director of Human Resources

MEETING: April 6, 2026

SUBJECT:

Consider and take possible action on a resolution accepting the City of Burleson’s Equal Employment Opportunity Plan (EEOP). (Staff Contact: Wanda Bullard, Deputy Director of Human Resources)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>High Performing City Organization Providing Exceptional, People Focused Services</p>	<p>1.1 Develop a high-performance and diverse workforce 1.4 Be a responsible steward of the city’s financial resources</p>

SUMMARY:

An Equal Employment Opportunity Plan (EEOP) is a workforce report that organizations must complete as a condition for receiving grant funding for various eligible programs either directly through the Department of Justice or as a sub-recipient through the State of Texas.

The City’s current EEOP was approved February 2024 (CSO#5389-02-2024) and was good for up to 24 months for grant funding. The EEOP was developed using the federal governments EEOP Reporting Tool to populate our employee demographic statistics to create a Utilization Chart based on our relevant labor market’s statistics housed in the reporting tool. The City used the Tarrant County labor market for the 2024 EEOP since we felt that Tarrant County was more representative of our community in regards to those who live, work or visit. The reporting tool then provided an analysis of potential demographic underutilization for organizations to evaluate and develop actions to address employment in underutilized areas.

As the City approached developing the 2026 EEOP, the City discovered that the Utilization Reporting tool was taken down by the Office of Civil Rights' (OCR) on March 11, 2025. The site message indicates that the OCR is temporarily pausing collecting information and reviewing EEOPs at this time, and the site will be updated when available. The state grant administrator doesn't have any further guidance at this time other than to maintain our EEOP on file and follow the requirements. We were informed by Kiley & Associates from their elected official contacts that the City is in compliance since the federal government is not allowing reporting.

Accordingly, the City has determined to continue with the current EEOP as amended for 2026 given the specialization in the utilization analysis tool. The city will check the OCR site routinely for updates and then complete a new EEOP as applicable once further guidance is available. Although, the City will continue the current EEOP, we will amend three (3) sections in the EEOP to ensure current information where practical: 1.) introductory grant information, 2.) the City's nondiscrimination policy statements, and 3.) approvals.

RECOMMENDATION:

City staff recommends to approve the resolution for the City of Burleson's Equal Employment Opportunity Plan (EEOP).

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

February 5, 2024 – approved resolution for 2024 EEOP

REFERENCE:

Resolution CSO#5389-02-2024,
(February 5, 2024) - Equal Employment
Opportunity Program within the
organization

FISCAL IMPACT:

Proposed Expenditure/Revenue: N/A
Account Number(s): N/A
Fund: N/A
Account Description: N/A
Procurement Method: N/A

STAFF CONTACT:

Wanda Bullard
Deputy Director of Human Resources
wbullard@burlesontx.com
817-426-9644



Equal Employment Opportunity Program (EEOP)

PRESENTED TO THE CITY COUNCIL –APRIL 6, 2026

WANDA BULLARD, DEPUTY DIRECTOR OF HUMAN RESOURCES

BACKGROUND

- Typically, required by the Federal government (Office of Civil Rights) for grant recipients and sub-recipients.
- Police department utilizes these grants for specific personnel and equipment
 - ✓ Victim Assistance Coordinator is partially funded by a grant
- City employee demographic data is input into the Federal's specialized online system to be compared to the county labor market demographics
- Areas of opportunity are identified in the specialized online system based upon job categories and the demographics of the labor market
- An internal plan is created to address the areas of opportunity to attract applicants in those categories for employment
- EEO is renewed every two years, and must be acknowledged by the governing body

Equal Employment Opportunity Program (EEOP)

- Current EEOP – February 2024
- EEOP update due in 2026 - data analysis, development and adoption
- Office of Civil Rights' Online Utilization Reporting Tool was removed 3/11/2025 with message that the OCR is temporarily pausing collecting information and reviewing EEOPs at this time. The site will be updated when available.
- Kiley & Associates followed up on our behalf with Senator Cruz's office and reported that we are in compliance since federal government is not allowing reporting.

EEOP Notice



Thank you for visiting the web site of the Office for Civil Rights (OCR). We recognize some recipients are required to submit EEOP information for compliance purposes. However, OCR is temporarily pausing this collection of information as we evaluate this program and has removed this page and the associated tool. While this page is unavailable, OCR will not collect or review EEOP submissions from recipients. We will update this site with additional information as it becomes available, so please check back for updates.

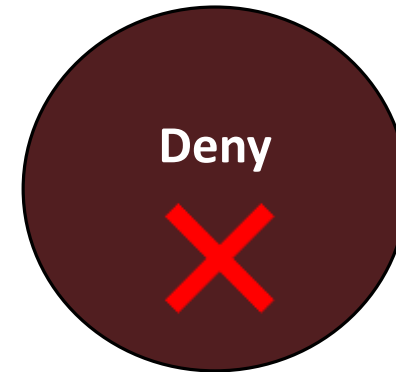
Date Created: March 11, 2025

2026 EEOP Recommended Next Steps

- Continue the current 2024 EEOP given the specialization in the tool except for 3 amended sections:
 - Introductory grant information
 - Nondiscrimination policy statements
 - Approval dates
- Check Office of Civil Rights site routinely for updates
- Complete new plan as applicable once further guidance is available

City Council Considerations and Actions:

Consider and take possible action on a resolution for the City of Burleson's Equal Employment Opportunity Plan (EEOP) plan pending further guidance.



Questions / Comments

Wanda Bullard
Deputy Director of Human Resources
wbullard@burlesontx.com
817.426.9644

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACKNOWLEDGING A CURRENT EQUAL EMPLOYMENT OPPORTUNITY PLAN WITHIN THE ORGANIZATION.

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, An Equal Employment Opportunity Plan (EEOP) is required to be current in order to receive Federal Grants; and

WHEREAS, The City of Burleson has a current EEOP in place with areas of opportunity in underutilized being addressed.

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

Section 1.

The City Council for the City of Burleson acknowledges the Equal Employment Opportunity Plan is current and in effect.

Section 2.

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



**City of Burleson, Texas
Equal Employment Opportunity Program**



**February 5, 2024
Amended April 6, 2026**

Introduction:

The City of Burleson is committed to providing a workplace that honors and respects all people. To that end, we will conduct regular analysis of our workforce, and we will make appropriate efforts to maintain a diverse workforce. This City of Burleson Equal Employment Opportunity Plan (EEO) will provide summary information regarding the City of Burleson's policies, workforce census, and equalization efforts. Primary sections will include:

- Nondiscrimination policy statements
- Census data
- Narrative interpretations of Burleson workforce and areas of underutilization
- Objectives and steps to address underutilization, as well as maintain and add diversity
- EEO approval and dissemination

Introductory Information – Grants (Amended April 6, 2026):

Grant Title: Victim Assistance Coordinator
General Victims Assistance Grant Program, FY 2026, FY 2027, FY 2028
Funded under the Victims of Crime Act of 1984 awarded from Office of the
Governor of Texas

Grant Number: 3780307

Grantee Name: City of Burleson

Award Amount: FY 2026 - \$54,000

Grantee Type: Local Government Agency

Address: 141 W. Renfro St., Burleson, TX 76028

Local Contact Person: Sergeant Jae Berg, Burleson Police Department

Contact Address: 1161 S.W. Wilshire Blvd., Burleson, TX 76028

Contact Number: ((817) 426-9994, jberg@burlesontx.com)

OOG Grant Manager: Dolf Montez

Contact: dolf.montez@gov.texas.gov

Nondiscrimination Policy Statements (Amended April 6, 2026):

The City of Burleson's Employee Policy Manual (known as the Employee Handbook) is the prevailing policy related to employment. Within the manual, three primary policy statements govern relating to equal employment opportunities.

Chapter 1, Section 1.6:

Fair Employment Practices.

- (a) Responsibility-All City Employees: The city workforce exists to provide essential municipal services to the community. The city organization is committed, within its financial constraints, to maintaining a workforce of the most qualified workers to provide reliable, quality, and cost efficient services to the community in a respectful and friendly manner.
- (b) Management responsibilities:
in keeping with the respect due each employee, city management is committed to:
- provide effective and efficient delivery of services;
 - compensate employees fairly for work done;
 - provide safe, healthy, work conditions in accordance with provisions of all applicable law;
 - adequately instruct and train employees in their duties;
 - supply necessary tools and equipment (except those customarily provided by employees);
 - provide reasonable opportunities for development experience and competitive advancement;
 - and
 - actively engage in equal opportunity activities.
 - City management shall not dismiss an individual, fail or refuse to hire an individual, or otherwise discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of the individual's race, color, age, religion, sex (includes gender, gender identity, sexual orientation, pregnancy) , national origin, disability, pregnancy, military status, political opinions, or affiliations.
- (c) Employee responsibilities:
An employee shall:
- be loyal to and meet the reasonable expectations of city management and the citizens of the city,
 - report to work regularly and at the time specified by their supervisor;
 - consistently meet or exceed performance standards established for the employee's job;
 - work in a professional, cooperative, safe, and friendly manner; and
 - get along well with co-workers and citizens.

Chapter 1, Section 1.7:

Prohibition of Discrimination and Harassment.

- (a) The City of Burleson does not condone, endorse, or tolerate conduct by employees, vendors, volunteers, elected officials or citizens that would constitute discrimination or harassment (including sexual harassment) based on race, color, religion, national origin, sex (includes gender, gender identity, sexual orientation, pregnancy), age, the existence of a physical or mental disability, military

Nondiscrimination Policy Statements (Continued):

service status or any other state or federally protected right. Employees who feel there is a problem in this area should refer to Standards of Conduct Chapter for further guidelines on how to address this concern and should report the problem to a member of city management immediately.

(b) Hair discrimination - at no time will the city allow any hiring, advancement, other employment or grooming policy or practice be made because of or on the basis of an employee's hair texture or protective hairstyle (braids, locks, and twists) commonly or historically associated with race.

(c) Harassment of any kind is strictly prohibited at the City of Burleson.

Chapter 3, Section 3.1:

Equal Opportunity Policy.

No officer or employee of the city shall discriminate in employment practices based on race, color, religion, national origin, sex (includes gender, gender identity, sexual orientation, pregnancy), age, the existence of a physical or mental disability, military service status or any other state or federally protected right. The equal opportunity policy of the city applies to all areas of employment, including, but not limited to recruitment, hiring, job assignments, pay, training, promotions, privileges, and conditions of employment.

The City of Burleson also has a detailed Anti-Harassment Policy in Chapter 4, Section 4.1, which further defines illegal forms of harassment with examples and outlines the detailed procedures for filing, investigating and resolving complaints alleging illegal employment discrimination.

Census Data:

The attached census data is compiled and reported using the Department of Justice’s Equal Employment Opportunity Program Reporting Tool. This tool is used to assist with the application process for Federal grants. The Office of Civil Rights, in concert with the Department of Justice, provides the needed tool to prepare and submit an appropriate Equal Employment Opportunity Utilization Report and/or Certification Form. Statistics are provided within the tool via Community Labor Statistics (CLS) from the United States Census Bureau and Civilian Labor Force Statistics from the Bureau of Labor Statistics.

Jobs are categorized and reported based upon the “Occupational Crosswalk to State and Local Government Job Categories.” This standard is set by the Office of Civil Rights.

Narrative Interpretations of Burleson Workforce and Areas of Underutilization:

The Department of Justice’s Equal Employment Opportunity Program Reporting Tool analysis of the Burleson workforce identifies areas of underutilization. In analyzing the Underutilization Chart in the EEO, the Office of Civil Rights does not use a particular threshold percentage to determine whether an organization has significant underutilization based on race, national origin, or sex in any of the eight major job categories. It is the responsibility of the organization to determine what they consider significant underutilization. The analysis is highly fact-specific. In the context of analyzing underutilization, organizations are made aware that the Office of Civil Rights does not expect an exact parity between the workforce and the relevant community labor market.

Narrative Interpretation - Summary:

Given the analysis of underutilization statistics, the City of Burleson is between two labor markets, which are Johnson and Tarrant County. However, the Employment Opportunity Program Reporting Tool does not have the functionality to analyze statistics in more than one labor market. Ultimately, the city chose to compare its workforce statistics against the Tarrant County Labor Market instead of Johnson County. Johnson County alone is not entirely accurate for the diversity in our community. A portion of our city is in Tarrant County, and we also want to capture those that visit and work inside our community as well that come from outside of Johnson County. Likewise, Tarrant County alone may not be entirely accurate since a large part of our workforce is within Johnson County.

The comparison of the City of Burleson’s census to the Tarrant County Civilian Labor Force Statistics from the Bureau of Labor Statistics in the federal government’s reporting tool indicates we have 6 job categories where representation is not reflective in the workforce. These are areas where the City would benefit by developing objectives and pro-active steps to overcome underutilization.

Underutilization focus areas for 2024 are:

Job Category	Female		Male	
	Hispanic or Latino	Black or African American	Hispanic or Latino	Black or African American
Officials/Administrators		X		
Protective Services: Sworn-Officials		X		X
Protective Services: Non-Sworn				X
Administrative Support			X	
Skilled Craft			X	
Service/Maintenance	X	X	X	

Objectives and Steps to Address Underutilization:

Protective Services Sworn Officials - Black or African American Females and Males:

This category is beyond entry ranks in public safety. We have improved in our diverse hiring of females and people of color over the last two years in the entry ranks in both police and fire. However, since promoting into higher ranks requires certain years of service in the entry-level ranks, we will continue to focus on new hire recruitment as one of the critical success points in developing a pool of employees who are positioned to be eligible for higher ranked positions.

- The City of Burleson will focus on attracting Black or African American males and females into sworn Police and Fire service with targeted advertising material picturing diverse, female public safety staff to use in our postings, social media, and career fairs.
- We will staff recruiting and community events with our Black or African American male and female police and fire employees to encourage other Black or African American males and females to consider a career in public safety. We will do the same when engaging with the Burleson Independent School District Criminal Justice and Fire programs or at other relevant events involving our Police and Fire Departments.
- We will place current job postings on sites that target the underutilization area:
 - Women in Fire website
 - International Association of Women Police (IAWP)
 - National Organization of Black Law Enforcement Executives (NOBLE)
 - National Association of Women Law Enforcement Executives (NAWLEE)

Department Chiefs will meet with sworn Black or African American employees to encourage participation in the promotional process, as well as answer questions, address concerns, and provide information on test preparation. Department command will work in conjunction with Human Resources to provide test preparation assistance as needed for the promotional processes.

Our action plan will be the same as outlined next for the following remaining categories:

- Officials and Administrators - Black or African American Females - This category includes non-public safety management, compliance and enforcement positions.
- Protective Services Non-Sworn - Black or African American Males - This category includes Public Safety Communications (9-1-1 dispatch), Animal Services, and Lifeguards.
- Administrative Support – Hispanic or Latino Males - This category includes various clerical support positions within our city, which include administrative assistants, front desk clerical staff/customer service, and other internal support roles.
- Service Maintenance – Hispanic or Latino Females and Males, Black or African American Females – This category includes entry-level maintenance positions, food service and recreation instructors or other recreation service related positions.
- Skilled Craft – Hispanic or Latino Males - This category includes positions that are above entry-level maintenance, crew leaders, and field supervisors.

We will work with department leadership, as well as recruitment staff or agencies for these roles to educate them on the underutilization and ensure review of candidates is inclusive. We will also educate on underutilized areas to meet with our staff to encourage participation in the promotional process, as well as answer questions, address concerns, and provide information on promotional or career progression preparation. We will ensure that educational and training opportunities area accessible to all employees.

When at hiring events or career fairs, we will engage candidates from the underutilized areas for these particular positions to encourage applying to these roles.

We will ensure our marketing material for job advertisements visually represents diversity from the underutilized areas.

We will place current job postings on sites that encourage diversity, as well as reach a wide audience of individuals to bring in a diverse group of candidates. We will also target social media sponsored posts with keywords for diverse trade organizations.

We will continue to ensure diverse hiring panels for candidate selections for applicable positions.

Continue to Add and Maintain Hiring and Promotion of a Diverse Workforce:

We improved from the last reporting period in hiring diversity in patrol officers and firefighters for both females and people of color. We ensured that our job advertising highlighted our diversity and used diverse staff at recruitment events including using our female staff in public safety. We will target underutilization areas, but we will also balance by continuing to hire and promote employees within protected classes to ensure we have a diverse workplace at all levels of our organization, including the protected classes that are not captured in the EEO statistics. We will train our leadership on inclusion, diversity and uphold our commitment to be workplace that does not tolerate discrimination. We use social media sites and job boards that reach a wide, diverse group of individuals. The City will continue to post openings on multiple professional association websites including those for minorities such as the National Latino Peace Officers Association [NLPOA], the National Association of Hispanic Firefighters [NAHF], and the International Association of Black Professional Firefighters (IABPFF).

Approval and Dissemination of the EEOP (Amended April 6, 2026):

City Council Approval February 5, 2024, and amended approval April 6, 2026

External Dissemination of the EEOP to the general public:

- City of Burleson Website on the Human Resources page
- Human Resources Department (paper copies available upon request)

Internal Dissemination of the EEOP to City Employees:

- City of Burleson Website on the Human Resources page
- All Employees will receive an email with a link to EEOP on City website for quick access and advising paper copies are available upon request
- Human Resources Department (paper copies available upon request)

Equal Employment Opportunity Program (EEOP)

HUMAN RESOURCES - PRESENTED TO THE CITY COUNCIL

FEBRUARY 5, 2024

Equal Employment Opportunity Program (EEOB)

Background:

- Required by the Federal Government for grant recipients and sub-recipients
- The police department utilizes these grants for specific personnel and equipment
- EEOB is renewed every two years, and must be acknowledged by the governing body
- City employee demographic data is input into the federal system to be compared to the county labor market demographics
- Areas of opportunity are identified in the system based upon job categories and the demographics of the labor market
- An internal plan is created to address the areas of opportunity to attract applicants in those categories for employment
- The Victim Assistance Coordinator in the Police Department is partially funded by a grant

Equal Employment Opportunity Program (EEOB)

2024 EEOB Summary Data:

- Tarrant County statistics used in federal system as more representative of our community in regards to those who live, work and visit
- Underutilized areas of focus:

Job Category	Female		Male	
	Hispanic or Latino	Black or African American	Hispanic or Latino	Black or African American
Officials/Administrators		X		
Protective Services: Sworn-Officials		X		X
Protective Services: Non-Sworn				X
Administrative Support			X	
Skilled Craft			X	
Service/Maintenance	X	X	X	

Equal Employment Opportunity Program (EEOB)

2024 EEOB Summary Action Plan:

- Protective Services—Sworn Officials:
 - Continue focus on new hire recruitment as one of the critical success points in developing a pool of employees who are positioned to be eligible for higher ranked positions
 - Proactive steps to encourage the promotional process and promotional preparation
- All Categories:
 - Educate department leadership and recruitment staff on the underutilization areas and applicable roles
 - Advertise open positions on sites that target candidates from underutilized areas
 - Ensure recruitment material visually represents diversity from underutilized areas
 - Engage candidates at hiring events that represent underutilized areas
 - Continue diverse hiring panels
 - Continue training on inclusion, diversity, and non-discrimination

Recommendation

1. Approve as presented or with modifications
2. Deny the request

Questions/Comments

Name: Wanda Bullard
Title: Interim Director of Human Resources
Email: wbullard@burlesontx.com
Ph Number: (817) 426-9644

City Council Regular Meeting

DEPARTMENT: Capital Engineering


FROM: Randy Morrison, PE, Director of Capital Engineering

MEETING: April 6, 2026

SUBJECT:

Consider and take possible action on a professional services agreement with Birkhoff, Hendricks & Carter, L.L.P. for preparing construction plans, technical specifications, and bidding documents for the Hulen Ground Storage Tank Rehabilitations project in the amount of \$110,300.00 (Project WA2401). *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	<p>2.4 Implement the City's Capital Improvement Program</p> <p>2.5 Develop and maintain facilities and utility services</p>

The project originates from the “Storage Tank Evaluation 2019” report prepared by Birkhoff, Hendricks & Carter, L.L.P. in March 2019. Evaluations conducted in the report identified coating deterioration, structural maintenance needs, and necessary safety improvements for two ground storage reservoirs at the Hulen Pump Station. Reservoir No. 1 (2.0 MG steel tank built in 2005) and Reservoir No. 2 (3.0 MG concrete tank built in 2017) both require varying levels of rehabilitation work.

The project includes preparing construction plans, technical specifications, and bidding documents for the following:

- Base Scope – Reservoir No. 1 (Exterior & Interior):
 - Blast and clean exterior surfaces, apply a new protective coating system, and complete miscellaneous interior and exterior improvements.

- Additive Alternate No. 1 – Reservoir No. 1 (Interior Only):
 - Clean and blast interior surfaces and apply an NSF-approved interior coating.
- Additive Alternate No. 2 – Reservoir No. 2 (Exterior Only):
 - Power wash and recoat the exterior while keeping the reservoir in service.

These improvements support the long-term reliability, safety, and performance of the City's water storage infrastructure. The engineering design is anticipated to take 6 months and construction 4 months with an estimated project completion in Summer 2027.

The Professional Services Agreement Proposal includes \$72,400.00 for Engineering Services covering both the base scope and additive alternatives, and \$37,900.00 for Special Services associated with the base scope only, for a total professional services cost of \$110,300.00. In addition, Quality Control Inspection services for Additive Alternative No. 1 (\$21,000.00) and Additive Alternative No. 2 (\$13,000.00) may be added, with funding for these inspections to be requested at the time of construction only if adequate capital for the selected alternative(s) has been secured. The current project budget allocates \$110,000.00 for design, \$1,326,557.00 for construction, and \$70,000.00 for ED&P.

This contract is for professional services as defined under Texas Government Code Chapter 2254, Professional Services Procurement Act. In accordance with Chapter 2254, professional service providers must be selected on the basis of demonstrated competence and qualifications rather than price. Birkhoff, Hendricks & Carter, L.L.P. has been determined by staff to be the most qualified provider for the required services based on a specialized knowledge of this project due to their prior work, which includes performing the original inspection and preparing the corresponding engineering report. Their familiarity with the existing conditions, historical project data, and technical findings provides continuity, reduces the need for duplicate investigations, and supports a more efficient and accurate design and implementation process.

In compliance with Chapter 2254, the City has negotiated a contract with Birkhoff, Hendricks & Carter, L.L.P. at a fair and reasonable price. Staff has determined that this procurement meets the statutory requirements for the selection of professional services and is in compliance with applicable law.

RECOMMENDATION:

Approval

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

None.

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$110,300.00
Account Number(s): 5203101-72010
Fund: Water and Sewer Bonds
Account Description: WSBdCaDesi
Procurement Method: LGC Chapter 2254 Professional Services Procurement Act

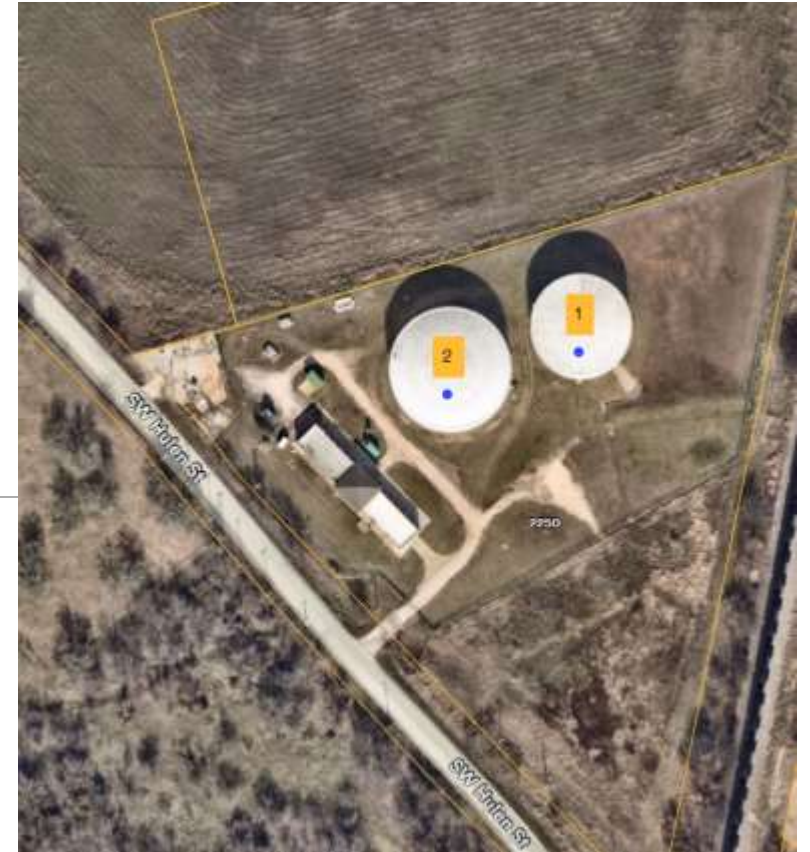
STAFF CONTACT:

Randy Morrison, PE, PMP, MCE
Director of Capital Engineering
rmorrison@burlesontx.com
817-426-9612

Hulen Ground Storage Tank Rehabilitations *Professional Services Agreement*

PRESENTED TO THE CITY COUNCIL

APRIL 6, 2026





Ground Storage Tank evaluations were performed in March 2019 which noted coating deterioration, structural maintenance needs, and safety improvements required at the Hulen Pump Station facilities:

Ground Storage Reservoir No.1

Built – 2005

Last Rehab – N/A

Size: 2.0 MG

Material: Steel

Height: 32-ft

Diameter: 112-ft

Ground Storage Reservoir No. 2

Built – 2017

Last Rehab – N/A

Size: 3.0 MG

Material: Concrete

Height: 45-ft

Diameter: 133-ft

Project Background

Professional Services Agreement Scope

Preparation of construction plans, technical specifications, and bidding documents

Base Scope

- **Reservoir No. 1 (Exterior & Interior):**
 - Blast and clean the exterior surface to remove existing coatings and contaminants.
 - Apply a new protective coating system to the exterior surface.
 - Perform miscellaneous exterior & interior improvements as identified in the plans and specifications.

Additive Alternate No. 1

- **Reservoir No. 1 (Interior Only):**
 - Clean and blast the interior surfaces.
 - Apply an NSF-approved coating system to the interior surfaces.



Additive Alternate No. 2

- **Reservoir No. 2 (Exterior Only):**
 - Power wash the exterior surface to remove dirt and loose material.
 - Apply a new protective coating system to the exterior surface.
 - Reservoir No. 2 will remain in service during exterior repainting.

Project Budget

Professional Services Agreement Proposal:

Engineering Services (Base & Additive Alternatives):	\$72,400.00
<u>Special Services (Base Only):</u>	<u>\$37,900.00</u>
Total:	\$110,300.00

Current Budget:

Design:	\$110,000.00
Construction:	\$1,326,557.00
ED&P:	\$70,000.00

Timeline

Contract Award: April 6, 2026

Notice to Proceed: April 2026

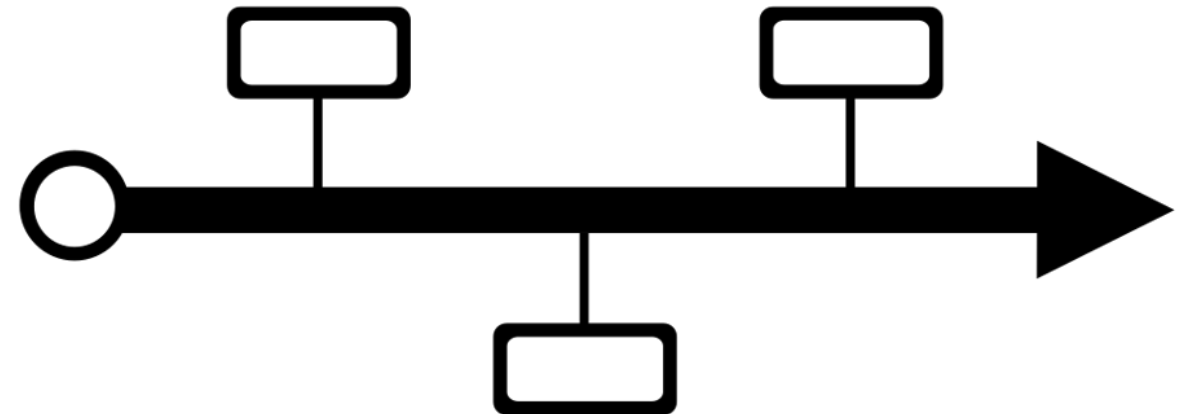
Estimated Contract Time: 6 months

Estimated Completion: Fall 2026

Anticipated Bid: Fall 2026

Estimated Construction Time: 4 months

Estimated Construction Completion:
Summer 2027



Action Requested

Consider and take possible action on an engineering services agreement with Birkhoff, Hendricks & Carter, LLP for preparing construction plans, technical specifications, and bidding documents for the Hulen Ground Storage Tank Rehabilitations project, including repainting and maintenance of ground storage reservoirs, located at the Hulen Pump Station site in the amount of \$110,300.00 (Project WA2401)

Questions / Comments

Randy Morrison, PE, PMP, MCE
Director of Capital Engineering
rmorrison@burlesontx.com
817-426-9612

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 **BIRKHOFF, HENDRICKS & CARTER, L.L.P.** (“Consultant”).

1 **SCOPE OF SERVICES.**

Consultant hereby agrees to provide the City with professional services for the purpose of the services outlined in **Exhibits A, B, and C**. Attached hereto and incorporated for all purposes incident to this Agreement is **Exhibit A** more specifically describing the services to be provided hereunder.

2 **TERM.**

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 HUNDRED TEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$110,300.00) in accordance with the fee schedule incorporated herein as **Exhibit B**, 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 **Exhibit 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 at least thirty (30) days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify 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 Duties and Obligations of the Parties.

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.**

8.3 **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.

THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

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 INSURANCE.

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 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 Certificates.

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

TO CONSULTANT:

BIRKHOFF, HENDRICKS, & CARTER,
L.L.P.

ANDREW MATA JR., P.E.
11910 GREENVILLE AVE., STE 600
DALLAS, TX 75243

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 SEVERABILITY.

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

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 AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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 ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and 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 SIGNATURE AUTHORITY.

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

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:

- (a) 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.
- (b) 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. 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.
- (c) 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 STATUTORY TITLE VI CLAUSES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- 27.1 Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 27.2 Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- 27.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 27.4 Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 27.5 Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancelling, terminating, or suspending a contract, in whole or in part.
- 27.6 Incorporation of Provisions: The Consultant will include the provisions of §27.1-27.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- 27.7 During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964,
- (h) The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- (i) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- (j) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (k) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

28 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.

29 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.

30 BASIC SAFEGUARDING OF CONSULTANT 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.

31 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.

32 COUNTERPARTS; PDF SIGNATURES.

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:

By: _____

Name: _____

Title: _____

Date: _____

BIRKHOFF, HENDRICKS, & CARTER,
L.L.P.:

By:  _____

Name: Andrew Mata Jr., P.E.

Title: Alternate Managing Partner

Date: March 24, 2026

EXHIBIT “A”
SCOPE OF SERVICES

ENGINEERING SERVICES

GENERAL PROJECT DESCRIPTION:

This project will include the preparation of construction plans, technical specifications, and bidding documents for repainting the exterior of the Hulen 2.0-MG Ground Storage Reservoir No. 1 located at the Hulen Pump Station site. This work will include blasting the exterior surface, re-coating the welded steel reservoir, and making additional miscellaneous improvements.

This project will include an additive alternate bid item in the plans, specs, and bidding documents for cleaning, blasting the interior, and coating the interior of Reservoir No. 1 with NSF approved coating.

This project will also include an additive alternate bid item in the plans, specs, and bidding documents for repainting the exterior only of the Hulen 3.0-MG Ground Storage Reservoir No. 2 located at the Hulen Pump Station site. The work will include the power washing of the exterior surface and re-coating the concrete reservoir. This reservoir will continue to remain in service during the exterior repainting.

1. DESIGN PHASE

Preliminary Design

- A. Make site visit to the Hulen Ground Storage Reservoir No. 1 and No. 2 site to identify current conditions.
- B. Prepare preliminary plan sheet of the pump station and ground storage reservoir site and necessary details for the following:
 1. Base Bid Repainting the exterior of Reservoir No. 1.
 2. Additive Alternate bid item for Repainting the interior of Reservoir No. 1.
 3. Additive Alternate bid item for Repainting the exterior of Reservoir No. 2.
- C. Prepare location map.
- D. Prepare photograph sheets of the existing site.

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Hulen Ground Storage Reservoir No. 1 Exterior Repaint

- E. Prepare preliminary Technical Specifications for the repainting of Reservoir No. 1 and No. 2. Include for the abatement and disposal of the red lead primer if found from heavy metal testing. Include containment specification for exterior of Reservoir.
- F. Prepare preliminary bidding documents.
- G. Include in the specifications the following:
 - 1. Replacement of ladders, new ladders to meet current OSHA requirements.
 - 2. Remove ladder cages to meet current OSHA requirements. Include pre-engineered ladder gates.
 - 3. Install fall protection systems to common system throughout (similar to Industrial GSR system).
 - 4. Remove non-functional level target and corroded interior pulley bracket.
 - 5. Extend Splash pad and add 45 degree bend for flap valve. Replace dislodged rock rip rap with concrete grouted rock rip rap.
 - 6. Add electrical grounding.
 - 7. Add combination vent/access port at current vent location if needed.
 - 8. Add additional handrail on roof at ladder locations.
 - 9. Include remedial welding for faults located after blasting is completed.
 - 10. Add sample port.
 - 11. Add Kasco tank mixer.
 - 12. Add new logo as required by the City.
 - 13. Add confined space labeling.
 - 14. Additive alternate bid item for Reservoir No. 1 interior cleaning, interior blasting, and interior coating.
 - 15. Additive alternate bid item for Reservoir No. 2 exterior cleaning and coating.
- H. Submit electronic copy in .PDF format of the preliminary plans to the City for review. Submit requirements for sealed competitive proposals.
- I. Meet with the City to discuss preliminary plans, special conditions and sealed competitive proposal requirements.

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Hulen Ground Storage Reservoir No. 1 Exterior Repaint**

Final Design

Prepare final design construction plans upon approval of preliminary plans by City, Engineer shall prepare final plans at a horizontal scale of 1" = 40' and a vertical scale of 1" = 5'. Final plans shall contain all information and requirements of the preliminary plans and shall incorporate comments from City and utility companies. Engineer shall also prepare contract documents, specifications, and special provisions. In addition, the following shall be submitted:

- a. All Preliminary Construction Plan requirements
- b. Standard City title page with location map and revision block in the lower right corner showing date of revision, description of revision and initials of the engineer authorizing the revision.
- c. Bid documents including proposal forms, special provisions, specifications, contract documents, and permit applications.
- d. Applicable details and construction standards for all elements of the project.
- e. An opinion of probable cost based on the items and quantities listed in the proposal in the contract documents. This estimate shall be based on current unit prices bid on similar projects.

SEALED COMPETITIVE PROPOSALS (Bid Phase) AND CONSTRUCTION

2. BIDDING PHASE

- A. Assist City in the advertisement of Project for sealed competitive proposals, including creating a bidders list, reproduce copies of the final approved plans and contract documents **for distribution, providing potential bidders with plans and contract documents, advertise** projects on BidSync.
- B. Assist City in the opening and tabulation of bids, reviewing bidders references, past work history, financial resources, physical resources to produce the project on schedule and preparing a letter report on recommendations to the City for award of the construction contract. Meet with City Selection Committee and assist in the review process. Engineer shall provide a summary of submitted data in spreadsheet form to the committee.

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Hulen Ground Storage Reservoir No. 1 Exterior Repaint

3. CONSTRUCTION ADMINISTRATION PHASE

- A. Attend Pre-Construction Conference with City staff, Contractor and Quality Control Inspector, including preparing agenda.
- B. Review and approve shop drawings, samples and other data which contractor(s) are required to submit.
- C. Evaluate and determine the acceptability of substitute materials and equipment proposed by contractor(s).
- D. Interpret drawings and specifications for City and Contractor during construction.
- E. Furnish five (5) half size sets of construction ready plans, specifications, and contract documents to the City and Contractor, including an electronic copy in .PDF format.
- F. Make one visit every other month to the site for observation, inspection and interpretation of plans and specifications as requested by the City period of time specified for construction in the project manual. A total of three (3) site visits by the Engineer is anticipated during the construction phase.
- G. Review of change orders and shop drawings shall be included in basic design fee. Preparation of change orders and associated plans, specifications or other revisions if due to improper design, plan preparation, specifications, quantities, materials or other fault of the Engineer shall be prepared by the Engineer and included in the basic Design fee.
- H. Revise the construction record drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the project made during construction.
- I. Conduct in company with City, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.

TERMS AND CONDITIONS FOR ELECTRONIC FILE TRANSFERS

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying, or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - Autocad Civil 3D 2022 , Civil 3D 2017

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Hulen Ground Storage Reservoir No. 1 Exterior Repaint**

- Innovyze InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.5
 - ESRI 10.4
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

EXCLUSIONS

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this contract scope include, but are not necessarily limited to the following:

- A. Certification that work is completed by Contractor in accordance with plans and specifications.
- B. Contractor means and methods.
- C. Environmental impact statements, assessments, and cleanup.
- D. Fees for permits or advertising.
- E. Fees for publicly advertising the project.
- F. Certification that work is in accordance with plans and specifications.
- G. Environmental cleanup.
- H. Quality control and testing services during construction.
- I. Phasing of Contractors work.
- J. On-site safety precautions, programs and responsibility.

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Hulen Ground Storage Reservoir No. 1 Exterior Repaint**

- K. Revisions and/or changes after completion of original design, unless to correct errors in the plans.
- L. Title searches, boundary surveys, or property surveys.
- M. Preparation of bidding documents.
- N. Structural analysis.
- O. Fiduciary responsibility to the Client.

4. SPECIAL SERVICES

- A. Design Survey. Complete field survey for design that includes topography of pump station and ground storage reservoir site for site plan preparation. Take photographs of existing site for use during design.
- B. Heavy Metals Testing. Take samples of existing paint and complete heavy metal testing for information to the City and prepare a heavy metals test report.
- C. Quality Control Inspection. Include the services of Henley Johnston & Associates to provide a NACE Coating Inspector for QA/QC services during construction on an on-call basis. The services consist of the following:
 - 1. Welded Steel Reservoir No. 1 Exterior Repainting will include a budget for 20 trips for the NACE Coating inspection/testing, and 12 trips for the structural steel welding inspection/testing.

Paint and steel inspections will occur at stop points of construction. Typically, when remedial welding has been completed. It is anticipated inspection of wall plates to support raters and center vent replacement with inspection/vent port. Inspection of the blast will occur after a morning of blast and prior to prime coat. Contractor will blast to around noon then clean for inspection. Once complete, the prime coat will be applied, followed by topcoats. Mil thickness will be completed along with holiday testing.

It will be determined with the city, at the time of construction, who will notify the inspectors (contractor or city inspector) and how active the inspections will be.

- D. TCEQ Permitting. Prepare and submitted the required form, transmittal letters, plans and technical specification to the Texas Commission on Environmental Quality (TCEQ) to their review and approval of the interior repainting of the Ground Storage Reservoir No. 1 (Additive Alternate bid item).
- E. Record Drawings. Utilizing City on-site representative and Contractor construction record information, consultant will prepare record drawings and provide an electronic copy in .PDF format.

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Hulen Ground Storage Reservoir No. 1 Exterior Repaint**

- F. Miscellaneous. Miscellaneous items such as printing and mileage. Printing of hard copy plan set for preliminary and final reviews by City. Print hard copy of documents for use during construction. Mileage will be charged at the established IRS rate.

5. ADDITIONAL QUALITY CONTROL INSPECTIONS

Additional Quality Control inspection services from Henley Johnston & Associates may be added after the construction bid process to provide a NACE Coating Inspector for QA/QC services during construction on an on-call basis. The additional inspection services consist of the following:

1. Welded Steel Reservoir No. 1 Interior Repainting (Additive Alternate) will include a budget for 20 trips for the NACE Coating inspection/testing, and 6 trips for the structural steel welding inspection/testing.
2. Concrete Reservoir No. 2 Exterior Repainting (Additive Alternate) will include a budget for 18 trips for the NACE Coating inspection/testing.

Paint and steel inspections will occur at stop points of construction. Typically, when remedial welding has been completed. It is anticipated inspection of wall plates to support raters and center vent replacement with inspection/vent port. Inspection of the blast will occur after a morning of blast and prior to prime coat. Contractor will blast to around noon then clean for inspection. Once complete, the prime coat will be applied, followed by topcoats. Mil thickness will be completed along with holiday testing.

It will be determined with the city, at the time of construction, who will notify the inspectors (contractor or city inspector) and how active the inspections will be.

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Hulen Ground Storage Reservoir No. 1 Exterior Repaint

EXHIBIT "B"

Fee Schedule

Compensation for **Exhibit A – Scope of Services** , Task Items 1 through 5 shall be on the following table.

<u>Task</u>		<u>Fee Amount</u>
<u>ENGINEERING SERVICES</u>		
Compensation for Engineering Services described under Tasks 1-3 shall be based on a Lump Sum Basis in the following amounts		
1	Design Phase	\$ 47,700.00
2	Bidding Phase	\$ 3,800.00
3	Construction Administration Phase	\$ 20,900.00
Engineering Services Subtotal:		\$72,400.00
Compensation for Special Services under Tasks 4, shall be on an hourly basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$195.00 per hour, inclusive of all equipment rentals and software licensing; plus, mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.		
4	<u>SPECIAL SERVICES</u>	
A	Design Survey	\$2,400.00
B	Heavy Metals Testing	\$3,500.00
C	Quality Control Inspection	
	1. Quality Control Inspection GSR No. 1 Exterior Painting	\$26,000.00
D	TCEQ Permitting	\$2,500.00
E	Record Drawings	\$2,000.00
F	Miscellaneous	\$1,500.00
Additional Services Subtotal:		\$37,900.00
Total Not To Exceed Amount:		\$110,300.00
5	<u>ADDITIONAL QUALITY CONTROL INSPECTIONS</u>	
	1. Quality Control Inspection GSR No. 1 Interior Painting (Add. Alternate No. 1)*	\$21,000.00
	2. Quality Control Inspection GSR No. 2 Exterior Painting (Add. Alternate No. 2)*	\$13,000.00
Total Additional Quality Control Inspection		\$34,000.00

*To be added if Add. Alternate No. 1 or Add. Alternate No. 2 are accepted at time of construction

On this basis, the Task 1 through Task 4 Fees and Expenses shall not exceed \$110,300.00 without written authorization by the City of Burleson. Task 5.1 and/or Task 5.2 may be added after construction bid.

City Council Regular Meeting

DEPARTMENT: Capital Engineering


FROM: Randy Morrison, PE, Director of Capital Engineering

MEETING: April 6, 2026

SUBJECT:

Consider and take possible action on a contract with Tejas Cutters, LLC for construction services of the Elk Drive Sidewalk Improvements Project (ITB 2026-013) in the amount of \$214,751.80, with a project contingency of \$21,475.18, for a total amount of \$236,226.98 (Project ST2509). *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	<p>2.3 Enhance connectivity and improve mobility 2.4 Implement the city's Capital Improvement Program</p>

SUMMARY:

The scope of this construction project includes furnishing and installing approximately 1286 linear feet of five-foot wide sidewalk, 550 linear feet of curb and gutter, pavement striping, and minor drainage improvements along Elk Drive between SW Wilshire Boulevard and SW Hillside Drive. These improvements will improve pedestrian mobility for students and other pedestrians in the area.

This contract was procured through an Invitation for Bids in accordance with Texas Local Government Code Chapter 252. Invitation for Bids No. ITB 2026-013 was advertised on January 17, 2026 and January 24, 2026 and posted on the City's electronic bidding platform, Bonfire, from January 17, 2026 to February 19, 2026. The opportunity was distributed to 174 vendors under 4 applicable commodity codes, and the City received 10 responses. Bids were evaluated in accordance with the published criteria, and Tejas Cutters, LLC was determined to provide the best value to the City.

RECOMMENDATION:

Consider and take possible action on a contract with Tejas Cutters, LLC for construction services of the Elk Drive Sidewalk Improvements Project (ITB 2026-013) in the amount of \$214,751.80, with a project contingency of \$21,475.18, for a total amount of \$236,226.98 (Project ST2503).

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$236,226.98
Account Number(s): 4213101 70020
Fund: GO Bond - Construction
Account Description: GOBndConst
Procurement Method: Invitation to Bid

STAFF CONTACT:

Randy Morrison, PE
Director of Capital Engineering
rmorrison@burlesontx.com
817-426-9612

Elk Drive Sidewalk Improvements Project (ITB 2026-013)

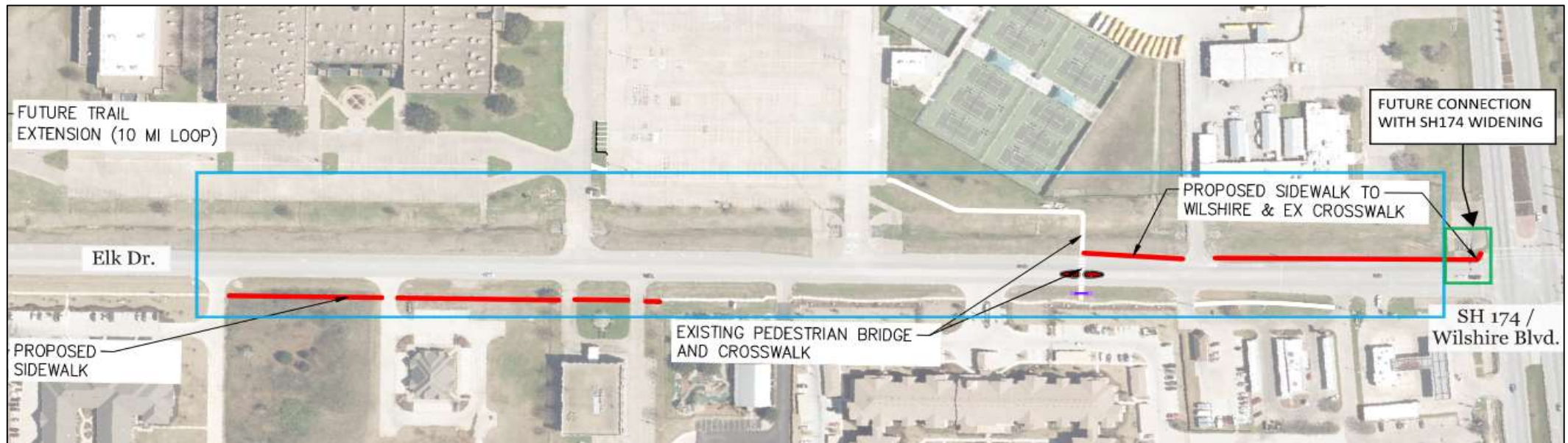
Construction Contract Award

PRESENTATION TO CITY COUNCIL

APRIL 6, 2026

BACKGROUND

The scope of this construction project includes furnishing and installing approximately 1,286 linear feet of five-foot wide sidewalk, 550 linear feet of curb and gutter, pavement striping, and minor drainage improvements along Elk Drive between SW Wilshire Boulevard and SW Hillside Drive. These improvements will improve pedestrian mobility for students and other pedestrians in the area.



CONSTRUCTION PROCUREMENT

- Invitation to Bid issued January 17, 2026
- Bids Opened February 19, 2025
- Ten (10) Responsive Submissions Received
 - **Tejas Cutters, LLC - \$214,751.80 (RECOMMENDED AWARD)**
 - A&M Construction and Utilities, Inc. - 273,604.00
 - Capko Concrete Structures LLC - 354,839.00
 - Don Smith Concrete LLC - 238,675.00
 - JR West Texas Concrete LLC - 278,712.00
 - Ken-Do Contracting LP - 249,396.75
 - Northstar Construction - 239,660.00
 - Ratliff Hardscape, Ltd - 263,832.48
 - Sullivan Contracting Services - 285,420.26
 - Tex-Pro Construction, LLC - 268,065.00
- Materials Testing: \$3,331.00
- Construction Budget: \$427,804.00



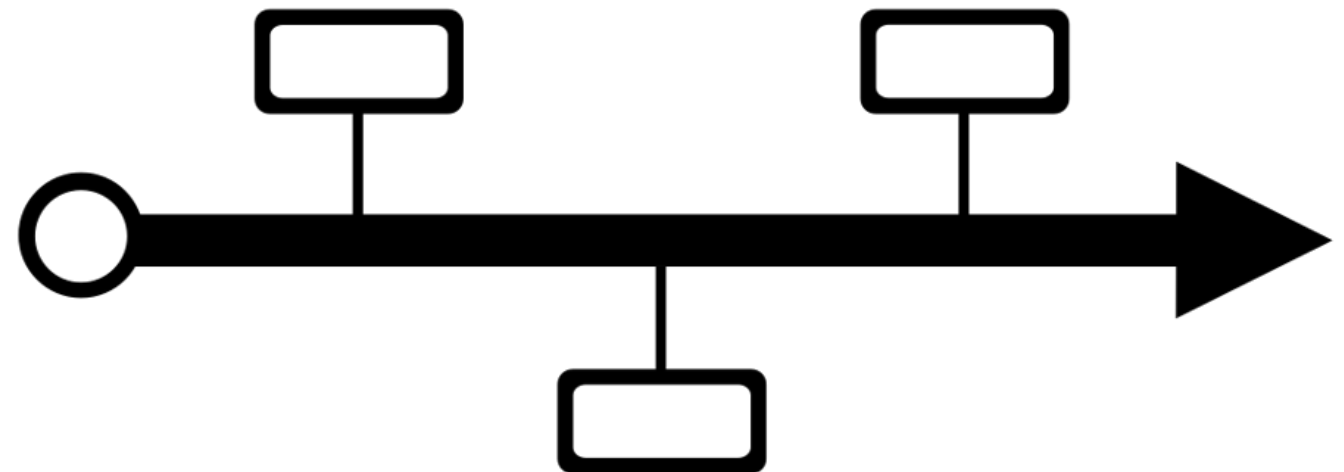
TIMELINE

Contract Award: April 6, 2026

Notice to Proceed: May 2026

Contract Time: 60 calendar days

Estimated Completion: Summer 2026



ACTION REQUESTED

Consider and take possible action on a contract with Tejas Cutters, LLC for construction services of the Elk Drive Sidewalk Improvements Project (ITB 2026-013) in the amount of \$214,751.80, with a project contingency of \$21,475.18, for a total amount of \$236,226.98 (Project ST2509).

Questions/Comments

Randy Morrison, PE

Director of Capital Engineering

rmorrison@burlesontx.com

817-426-9612

SECTION 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. ST2305

This Contract, made and entered into this _____ day of _____, 20____, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "OWNER," and
TEJAS CUTTERS, LLC

hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Elk Drive Sidewalk Improvements

City of Burleson Project No. ST2503

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by OWNER, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to

quantities and unit prices stated in the proposal or as modified by change order, the sum of which TWO HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED FIFTY-ONE AND 80/100 DOLLARS (\$214,751.80) subject to additions and deductions, as provided therein.

Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of Each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$400,000). Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

This Contract is entered into subject to the Charter and ordinances of OWNER, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

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

OWNER reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then OWNER shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

If after exercising any such remedy the cost to OWNER of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse OWNER for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of OWNER in the performance of this Contract. No term or provision of, or act of Contractor or OWNER under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

OWNER and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither OWNER nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of OWNER.

It is further agreed that one or more instances of forbearance by the OWNER in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

By _____
Signature

Company Name

Typed/Printed Name

Tax Identification Number:

Title

By _____
Signature

Address

Printed or Typed Name

City State Zip

Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Tommy Ludwig
City Manager

THE STATE OF TEXAS §

Corporate Acknowledgment

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____, a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____


City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: April 6, 2026

SUBJECT:

ETJ Release Petition for 8137 FM 1902 DR (REL26-001): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 115.00 acres of land addressed 8137 FM 1902. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

STRATEGIC PRIORITY AND GOAL(S):

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

SUMMARY:

On February 26, 2026, a petition was submitted by Jared Martin, RPLS on behalf of Steve Bradbury (Fort Worth Trap & Skeet Club) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 115.00 acres of land addressed as 8137 FM 1902 as shown on the attached Exhibit 2 and further described in their petition attached as Exhibit 3.

RECOMMENDATION:

S.B. 2038 is being constitutionally challenged, recommend taking no action.

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

N/A

REFERENCE:

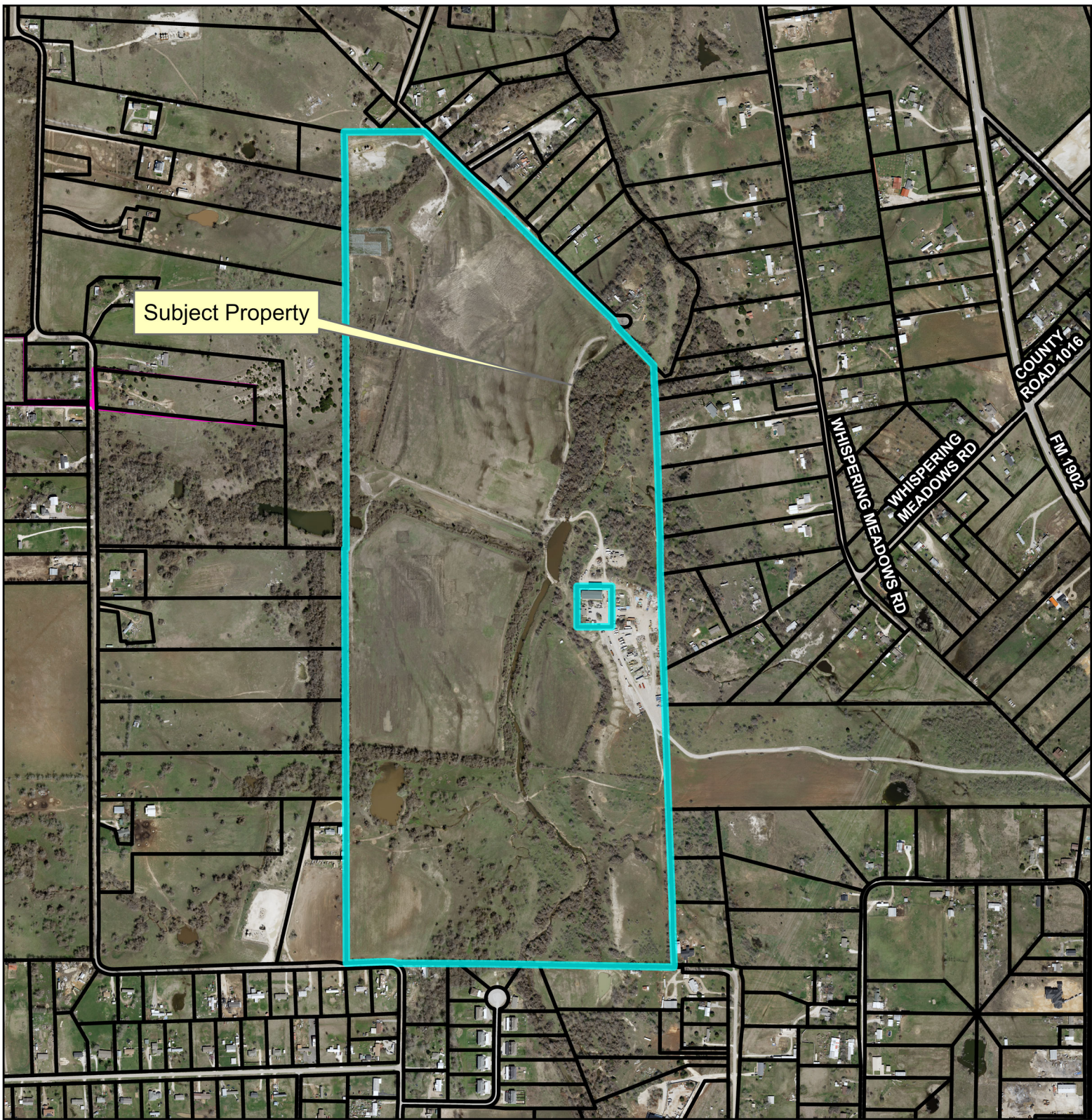
[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

None.

STAFF CONTACT:

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

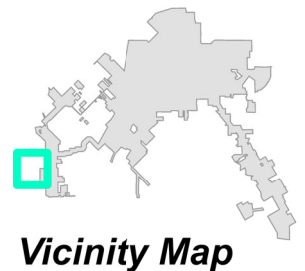


Subject Property



8137 FM 1902
ETJ Release Petition
REL26-001

THE CITY OF
BURLESON
TEXAS





Vicinity Map

FEB 26 2026

Release from Extraterritorial Jurisdiction (ETJ) Petition
The required fee is \$200









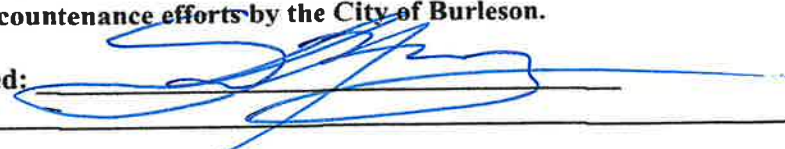
APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: Jared Martin, RPLS	Name: Steve Bradbury
Company: Wellborn Engineering & Surveying	Company: Fort Worth Trap & Skeet Club, a Texas Non-Profit Corporation
Address: 631 Water Street Kerrville, TX 78028	Address: PO Box 26679 Benbrook, TX 76126
Telephone: 830-285-3272	Telephone: 817-456-7189
Email: jaredm@wellbornengineering.com	Email: stevenbradbury@gmail.com
Signature: 	Signature: 

SITE INFORMATION

Number of properties within the area to be released:	One (1)
General location or address of area to be released:	8137 FM 1902 Joshua, TX 76058 (portion of Prop ID# 126.0886.00300)
Total Acres to be released:	115-acres
County of Request	Johnson County


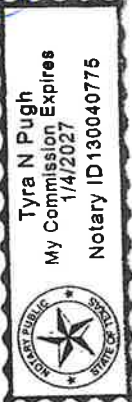
REQUIRED ITEMS FOR PETITION
(Applicant must initial next to each item)

	Completed Application
	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
	Signed "Release from ETJ Petition" (see next page)
	50% of all owners within the area to be released must provide a NOTARIZED signature
	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
	Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson.
	Owners signature required: 

FEB 26 2026

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>126,0886,00300 8137 Fm 1902 Joshua, TX 76058</p>		<p>State of <u>Texas</u> County of <u>Tarrant</u> The instrument was signed or acknowledged before me on <u>2/25/26</u> By <u>Tyra N. Pugh</u> Print name of signer(s)</p>  <p><u>Tyra N. Pugh</u> Notary Signature</p>
		<p>State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s)</p> <p>_____ Notary Signature</p>

Corporate Resolution Granting Signing Authority

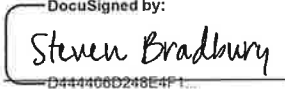
Whereas the Directors of Fort Worth Trap and Skeet deem it necessary and in the best interest of the company to grant signing authority in the purchase of the property at 1064 FM 2871, Fort Worth, TX 76126; known as: Fort Worth Trap and Skeet

1064 FM 2871, Fort Worth, TX 76126. 44.07 acres out of the Robert Bissett Survey, Abstract #192

Now, therefore, be it resolved that Steven Bradbury is authorized to sign on behalf of Fort Worth Trap and Skeet to execute and deliver all documents on behalf of the Company, as may be necessary or appropriate in the ordinary course of business.

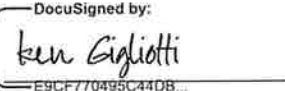
In witness whereof, the undersigned, being the directors of the Company, have executed this resolution as of December 9th, 2025.

Fort Worth Trap and Skeet

By:  DocuSigned by:
Steven Bradbury
D444406D248E4F1...

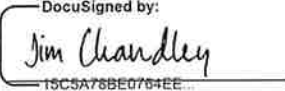
Steven Bradbury, Board President

Fort Worth Trap and Skeet

By:  DocuSigned by:
Ken Gigliotti
E9CF770495C44DB...

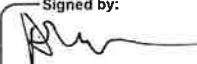
Ken Gigliotti, Board Vice President

Fort Worth Trap and Skeet

By:  DocuSigned by:
Jim Chandley
19C5A78BE0764EE...

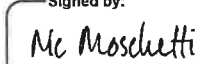
Jim Chandley, Board Secretary

Fort Worth Trap and Skeet

Signed by:
By: 
CB2CAECCFF650424...

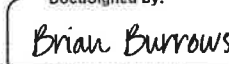
Don McKechnie, Board Treasurer

Fort Worth Trap and Skeet

Signed by:
By: 
BB37A1AEE6014AA...

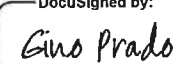
Nic Moschetti, Board Member

Fort Worth Trap and Skeet

DocuSigned by:
By: 
D58A080431CA403...

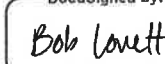
Brian Burrows, Board Member

Fort Worth Trap and Skeet

DocuSigned by:
By: 
D5006D6060704BD...

Gino Prado, Board Member

Fort Worth Trap and Skeet

DocuSigned by:
By: 
8733AF49D85A4C6...

Bob Lovett, Board Member

Fort Worth Trap and Skeet

Signed by:
By: 
E28E7A40B8E64CE...

Cody Ortowski, Board Member

GRANTOR, for and in consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE, GRANTEE'S heirs, executors, administrators, successors, or assigns forever. GRANTOR binds GRANTOR and GRANTOR'S successors, administrators, and successors to warrant and forever defend all and singular the Property to GRANTEE and GRANTEE'S heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE.

Current ad valorem taxes on said Property having been prorated, the payment thereof is assumed by Grantee.

TO BE EFFECTIVE this 23rd day of DECEMBER, 2025.

GRANTOR:

BGMT, L.P., A TEXAS LIMITED PARTNERSHIP

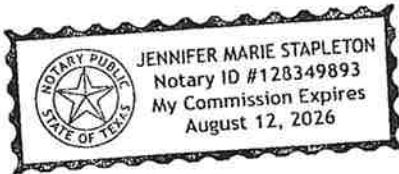
**BY: JDJK ENTERPRISES, LLC
ITS: GENERAL PARTNER**

**BY: _____
NAME: JEFFERY V. MORTON
TITLE: PRESIDENT**

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Tarrant §

The foregoing instrument was acknowledged before me on this 23 day of DECEMBER, 2025, by JEFFERY V. MORTON, PRESIDENT, of JDJK ENTERPRISES, LLC, AS GENERAL PARTNER, of BGMT, L.P., A TEXAS LIMITED PARTNERSHIP, on behalf of said Entity and in the capacity herein stated.



NOTARY PUBLIC, STATE OF Texas
MY COMMISSION EXPIRES: _____

AFTER RECORDING, RETURN TO:

FORT WORTH TRAP & SKEET CLUB
P.O. BOX 26679
BENBROOK, TEXAS 76126

Exhibit "A"
Property Description

BEING A 115.00 ACRE TRACT OF LAND SITUATED IN THE JOAB WATSON SURVEY, ABSTRACT No. 886, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO BGMT, L.P. AS RECORDED IN VOLUME 4475, PAGE 144, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE MOST NORTHWESTERLY CORNER OF SUBJECT TRACT;

THENCE N 89°48'45" E A DISTANCE OF 501.92 FEET TO A 1/2" IRON ROD FOUND WITH A YELLOW FORT WORTH SURVEYING CAP;

THENCE N 32°29'16" E A DISTANCE OF 536.17 FEET TO A 1/2" IRON ROD FOUND WITH A YELLOW FORT WORTH SURVEYING CAP, SAID IRON ROD BEING IN THE SOUTH R.O.W. OF ROARING CREEK ROAD;

THENCE S 44°58'22" E ALONG THE SOUTH R.O.W. OF SAID ROARING CREEK ROAD FOR A PORTION OF A DISTANCE OF 1584.52 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 02°10'41" E A DISTANCE OF 936.73 FEET TO A 1/2" IRON ROD SET WITH A YELLOW FORT WORTH SURVEYING CAP;

THENCE S 87°49'19" W A DISTANCE OF 511.67 FEET TO A 1/2" IRON ROD SET WITH A YELLOW FORT WORTH SURVEYING CAP;

THENCE S 62°41'49" W A DISTANCE OF 26.76 FEET TO A 1/2" IRON ROD SET WITH A YELLOW FORT WORTH SURVEYING CAP;

THENCE N 87°03'11" W A DISTANCE OF 58.59 FEET TO A 1/2" IRON ROD SET WITH A YELLOW FORT WORTH SURVEYING CAP;

THENCE S 76°26'06" W A DISTANCE OF 15.15 FEET TO A 1/2" IRON ROD SET WITH A YELLOW FORT WORTH SURVEYING CAP;

THENCE S 00°45'29" W A DISTANCE OF 957.92 FEET TO A 1/2" IRON ROD SET WITH A YELLOW FORT WORTH SURVEYING CAP, SAID IRON ROD BEING IN THE EAST LINE OF SUBJECT TRACT;

THENCE S 52°14'22" W A DISTANCE OF 1660.97 FEET TO A 1/2" IRON ROD SET WITH A YELLOW FORT WORTH SURVEYING CAP;

THENCE N 00°10'45" W A DISTANCE OF 3610.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 115.00 ACRES OF LAND, MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the legal description of the area or quantity of the land is not a representation of such area or quantity but is for informational and/or identification purposes and does not override item 2 of Schedule B hereof.

**Johnson County
April Long
Johnson County
Clerk**

Instrument Number: 2025 - 38451

eRecording - Real Property
Warranty Deed

Recorded On: December 26, 2025 09:44 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$37.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2025 - 38451
Receipt Number: 20251226000009
Recorded Date/Time: December 26, 2025 09:44 AM
User: Amanda T
Station: ccl83

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT



**STATE OF TEXAS
COUNTY OF JOHNSON**

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

April Long
Johnson County Clerk
Johnson County, TX

April Long


City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Director
MEETING: April 6, 2026

SUBJECT:

116 N Clark ST (ZC26-001): Hold a public hearing and consider and take possible action on an ordinance for a zoning change request from “SF7” Single-family dwelling district-7 to “CC” Central Commercial. *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended 8-0)*

STRATEGIC PRIORITY AND GOAL(S):

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

SUMMARY:

On January 20, 2026, an application was submitted by Chamberlyn Smith with Blue Swirl LLC on behalf of Johnathan Cook (owner) to change the zoning of approximately 0.566 acres of land to “CC” Central Commercial for a future tenant.

DEVELOPMENT OVERVIEW:

If the zoning change request is approved, any physical re-development of the site or new structures would have to conform to the requirements and land uses of the CC, Central Commercial zoning district as well as the OT, Old Town Overlay and Old Town Design Standards.

Zoning and Land Use Table

	Zoning	Use
Subject Site	SF7, Single-family	Residential

North	SF7, Single-family	Residential
East	PD, Planned Development	Parking and Commercial
South	CC, Central Commercial	Parking and Commercial
West	SF7, Single-family	Residential

This site is designated in the Comprehensive Plan as Old Town

Land uses within Old Town should primarily include restaurants, offices, retail, personal services, community and educational services, and mixed-use residential development. As Old Town continues to redevelop over time, this mix of uses and historic feel should be preserved and enhanced to support a pedestrian-friendly, vibrant downtown.

Staff has determined the requested zoning district aligns with the Comprehensive Plan based on the requested district and location of the site.

Engineering:

Reviews as applicable for any redevelopment of the site.

RECOMMENDATION:

Recommend approval of the ordinance for the zoning change.

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

March 10, 2026 – The Planning and Zoning Commission recommend approval 8-0.

REFERENCE:

[City of Burleson, TX Zoning](#)

FISCAL IMPACT:

None.

STAFF CONTACT:

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

Case ZC26-001

PRESENTED TO CC– 4.6.2026

TONY MCILWAIN

DEVELOPMENT SERVICES DIRECTOR

ZC – 116 N Clark ST

Location:

- 116 N Clark ST

Applicant:

- Chamberlyn Smith (Blue Swirl LLC)
- Johnathan Cook (Owner)

Item for approval:

Zoning Change from “SF7” Single-family to “CC” Central Commercial (Case ZC26-001).



Zoning

SF7, Single-Family

Comprehensive Plan

Old Town



CC, Central Commercial Land Usage

Allowed by-right

Art gallery or museum
Bakery
Bed and Breakfast
College or University
Convenience store (no auto fuel sales)
Personal services
Motel or hotel
Office business and professional
Religious institution
Retail uses
Restaurant (not drive-in or drive-up)
Schools (not business or trade)
Studio, health and fitness

Specific Use Permit required

Amusement, commercial (indoor)
Community center (private)
Greenhouse or nursery
Taxidermy shop

ZC – 116 N Clark ST

Public Hearing Notice:

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property.
- Published in the newspaper.
- Sign Posted on the property.
- At this time staff has received no formal opposition



ZC – 116 N Clark ST

Staff Recommendation:

- Staff has determined that the requested zoning district aligns with the Comprehensive Plan based on the requested district, adjacent zoning, and proximity to existing Old Town non-residential uses.
- Staff recommends approval of the ordinance for a zoning change.



ZC – 116 N Clark St

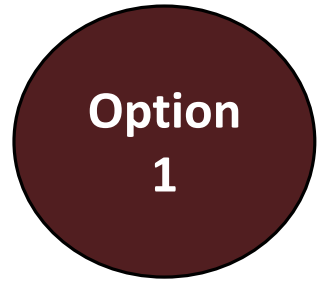
P&Z Summary:

- Recommended approval unanimously (8-0)
- One commissioner asked about previous uses at the site (religious institution) and the process for new tenants moving into a site (Certificate of Occupancy process).
- No speakers

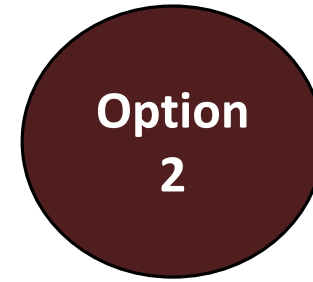
Staff Recommendation:

- Staff has determined that the requested zoning and use align with the Comprehensive Plan.
- Staff recommends approval of the ordinance for a zoning change.





**Recommend
Approval**



**Recommend
Denial**



Questions / Comments

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817.426.9684

Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 0.566 ACRES OF LAND; LOT 4, BLOCK 20, MRS. M.A. CLARK ADDITION, KNOWN AS 116 NORTH CLARK STREET, AND FURTHER DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION, FROM “SF7” SINGLE-FAMILY DWELLING DISTRICT-7 TO “CC” CENTRAL COMMERCIAL; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the “Zoning Ordinance and Map”); and

WHEREAS, an application for a zoning change was filed by **Johnathan Cook** on **January 20, 2026**, under **Case Number ZC26-001**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **8 to 0** to recommend approval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **Single-family dwelling district-7 (SF7)** to **Central Commercial (CC)** and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **Single-family dwelling district-7 (SF7)** and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

**Section 1
MAP AND ZONING
AMENDMENT**

The Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, described on the legal description attached as **Exhibit A**, by changing the zoning of said property from SF7, Single-family dwelling district-7, to the CC, Central Commercial district for non-residential development.

Section 2

The property shall be developed and used in accordance with the applicable provisions of the City of Burleson, Code of Ordinances.

Section 3.

The findings and recitals set forth above in the preamble of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

Section 4.

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

Section 5.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 6.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

Section 8.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 9.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE D. ANDERSON SURVEY, ABSTRACT NO. 4 AND IN THE J.W. HENDERSON SURVEY, ABSTRACT NO. 376, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, BEING BEING ALL OF LOT 4, BLOCK 20, MRS. M.A. CLARK ADDITION, ACCORDING TO THAT PLAT RECORDED IN VOLUME 10, PAGE 453, PLAT RECORDS, JOHNSON COUNTY, TEXAS (P.R.J.C.T.), TOGETHER WITH A PORTION OF A CLOSED ALLEY BETWEEN BLOCKS 19 & 20, SAID ALLEY CLOSED BY CITY ORDINANCE NO. C-109 A CERTIFIED COPY OF WHICH IS RECORDED IN VOLUME 2036, PAGE 56, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING ALL OF TRACT ONE AND ALL OF TRACT ONE "A" CONVEYED TO OTS BUILDING LI, LLC., AS RECORDED IN INST. NO. 2018-27220, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A "X" CUT FOUND IN THE EASTERLY RIGHT-OF-WAY LINE OF NORTH CLARK STREET (80' R-O-W) FOR THE SOUTHWESTERLY CORNER OF LOT 1, BLOCK 20, ORIGINAL TOWN OF BURLESON, ACCORDING TO THAT PLAT RECORDED IN VOLUME 7, PAGE 100, P.R.J.C.T. AND FOR THE NORTHWESTERLY CORNER OF SAID LOT 4, BLOCK 20;

THENCE N 84°14'05" E LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 204.26 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" FOR THE NORTHEASTERLY CORNER OF SAID LOT 4;

THENCE S 05°58'14" E ALONG THE EASTERLY LINE OF SAID LOT 4 AND THE WESTERLY LINE OF LOT 3, BLOCK 20, OF SAID M.A. CLARK ADDITION, A DISTANCE OF 120.28 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE S 84°00'53" W, A DISTANCE OF 204.69 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE EASTERLY RIGHT OF WAY LINE OF SAID NORTH CLARK STREET;

THENCE N 05°45'55" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 121.06 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.566 ACRES OF LAND, MORE OR LESS.


City Council Regular Meeting

DEPARTMENT: Legal
FROM: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services
MEETING: April 6, 2026

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on the selection of a firm to provide delinquent property tax collection services, and consider and take possible action on a minute order directing City staff to terminate the contract with Perdue Brandon Fielder Collins & Mott, LLP, for delinquent tax collection services. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

STRATEGIC PRIORITY AND GOAL(S):

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

SUMMARY:

The City of Burleson has contracted with Perdue Brandon Fielder Collins & Mott, LLP, for delinquent property tax collection services since 1989.

In 2025, at the direction of the City Manager’s Office, the Legal Department, alongside the Purchasing Division, initiated a competitive process to assess the market and confirm the City continues to receive best value for these services. Two highly qualified firms—Linebarger Goggan Blair & Sampson, LLP and Perdue Brandon Fielder Collins & Mott, LLP—submitted proposals. Both firms have extensive experience providing delinquent tax collection services to cities across Texas, with strong references and proven collection performance. Because the evaluation results were exceptionally close and both firms are capable of providing effective services, City staff sought direction from both the Finance Committee and, later, the City Council.

On December 17, 2025, the Finance Committee discussed the issue of selecting a delinquent tax collection firm and requested staff to bring the item to the full City Council without a recommendation from the committee. On January 20, 2026, the City Council discussed the issue as a report and presentation item and heard from both law firms. Ultimately, the City Council directed City staff to secure the services of Linebarger Goggan Blair & Sampson, LLP, for delinquent tax collection services. On March 2, 2026, the City Council discussed the issue and did not take action to begin the process of terminating its contract with Perdue Brandon Fielder Collins & Mott, LLP. At that meeting the City Council directed staff to bring back the item for additional remarks from both vendors before proceeding. City staff reached out to both firms and each firm is prepared to give the City Council a ten to fifteen minute presentation at the meeting before Council determines how to proceed.

RECOMMENDATION:

None.

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

On December 17, 2025, the Finance Committee discussed this item and requested staff to bring the item to the full City Council without a recommendation from the committee.

On January 20, 2026, the City Council discussed its delinquent tax collection services during a report and presentation item and heard from both Perdue Brandon Fielder Collins & Mott, LLP, and Linebarger Goggan Blair & Sampson, LLP.

On March 2, 2026, the City Council discussed the issue and did not take action to begin the process of terminating its contract with Perdue Brandon Fielder Collins & Mott, LLP. At that meeting the City Council directed staff to bring back the item for additional remarks from both vendors before proceeding.

REFERENCE:

None.

FISCAL IMPACT:

None.

STAFF CONTACT:

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

Delinquent Property Tax Collection Services

CITY COUNCIL

APRIL 6, 2026

Delinquent Tax Collection Services

- The City of Burleson has contracted with Perdue Brandon Fielder Collins & Mott, LLP for delinquent property tax collection services since 1989.
- In July of 2025, a City Council member requested the City Manager bring the City's delinquent property tax collection services to the City Council for review.
- In preparation for the City Council review, City staff released RFQ 2025-002, Delinquent Tax Collection Services, which was posted to the City's Bonfire e-Procurement portal on August 17, 2025 and closed September 11, 2025.
- Two highly qualified firms submitted Statements of Qualifications responsive to RFQ 2025-002, Perdue Brandon Fielder Collins & Mott, LLP, and Linebarger Goggan Blair & Sampson, LLP.
- The RFQ evaluation results from the City staff evaluation committee were exceptionally close.
- City staff sought direction from both the Finance Committee and, later, the City Council.

Delinquent Tax Collection Services

- On December 17, 2025, the Finance Committee discussed the issue of selecting a delinquent tax collection firm and requested staff to bring the item to the full City Council without a recommendation from the committee.
- On January 20, 2026, the City Council discussed the issue as a report and presentation item and heard from both law firms.
- At the January 20th meeting, the City Council directed City staff to bring back future agenda items to terminate the contract with Perdue and to secure the services of Linebarger for delinquent tax collection services.
- On March 2, 2026, the City Council discussed the issue and did not take action to begin the process of terminating its contract with Perdue Brandon Fielder Collins & Mott, LLP. At that meeting the City Council directed staff to bring back the item for additional remarks from both vendors before determining how to proceed.
- City staff reached out to both firms and each firm is prepared to give the City Council a ten to fifteen minute presentation at tonight's meeting before Council takes any action.

Delinquent Tax Collection Services

Delinquent Tax Collection Services Firm Presentations

Discussion Item

City Council discussion to provide staff direction on the selection of a firm to provide delinquent property tax collection services.

Delinquent Tax Collection Services

- If the City Council provides direction to utilize a different delinquent tax collection service firm, the City Council may take action at this meeting to begin the process of terminating the City's contract with Perdue Brandon Fielder Collins & Mott, LLP, pursuant to the terms of the agreement between the parties.
- The City's current contract with Perdue Brandon Fielder Collins & Mott, LLP, allows termination by either party by giving thirty days written notice, provided the firm has six months to reduce to judgment all tax suits filed prior to termination.
- If the City Council decides to terminate the contract, City staff will work with Perdue Brandon Fielder Collins & Mott, LLP, to select a termination date that allows for a smooth transition.

Action Item

Consider and take possible action on a minute order directing City staff to terminate the contract with Perdue Brandon Fielder Collins & Mott, LLP, for delinquent tax collection services.

Questions or Comments


City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Director of Economic Development
MEETING: April 6, 2026

SUBJECT:

Consider and take possible action on an ordinance establishing a real estate contract for the sale of city-owned property located at 112 SE Gardens Boulevard, Burleson, Texas in response to the bid acceptance to RFP 2025-006 in the amount of \$500,000 (Final Reading).
(Staff Contact: Alex Philips, Director of Economic Development)

STRATEGIC PRIORITY AND GOAL(S):

 <p>Dynamic & Preferred City Through Managed Growth</p>	Strategic Goal
	2.1 Attract and retain top-tier businesses
	2.2 Promote sustainable residential and commercial development through strategic and long-term planning
	2.3 Enhance connectivity and improve mobility
	2.4 Implement the city's Capital Improvement Program
Develop and maintain facilities and utility services	

SUMMARY:

The City of Burleson released a request for proposal on the property on August 1, 2025. The site is 2.45 acres and is located at 112 SE Gardens Boulevard. The minimum bid for the proposal was \$500,000 with a development scenario that would include multiple commercial buildings and have a compatible architecture to the surrounding area.

At the September 15, 2025, Council meeting, BTX Flex, LLC was awarded the project from the request for proposal.

The proposal includes a commercial development that would have users who are currently in the City's code of ordinances. The minimum capital investment for the development would be at least \$2,000,000 and would include 4-5 buildings ranging from 2,800 square feet to 5,900 square feet in size.

The City of Burleson is proposing the following performance agreement measures to ensure the development of the site.

BTX Flex Obligations

- BTX Flex to close on the property within 30 days after due diligence period is over in the amount of \$500,000.
- BTX Flex to obtain a building permit for the first building by October 31, 2026.
- BTX Flex to commence construction by November 30, 2026.
- BTX Flex to obtain the certificate of occupancy for the first building by October 1, 2027.
- BTX Flex to obtain the certificate of occupancy for the final building by July 1, 2029.

City of Burleson Obligations

- City of Burleson to issue a cash grant in the amount of \$96,667 once a building permit for the first building is obtained.
- City of Burleson to issue a cash grant in the amount of \$96,667 once the certificate of occupancy for the first building is obtained.
- City of Burleson to issue a cash grant in the amount of \$96,666 once the certificate of occupancy for the final building is obtained.

RECOMMENDATION:

Staff recommends approval

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

City Council approved the bid on September 15, 2025.

REFERENCE:

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$500,000
Account Number(s): 1014201-47700, 1014201-66045

Fund: GF
Account Description: Land Sale, GF Economic Incentives

STAFF CONTACT:

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

Project Bonus

Request for Proposals

- Released on August 1, 2025
 - Distributed to 485 vendors
 - Downloaded by 45 vendors
 - Closed on Aug. 21
- 112 SE Gardens
 - Vacant greenfield site
 - Approx. 2.45 acres
- Minimum bid of \$500,000
- Preferred development scenario
 - Multiple commercial flex buildings
 - Compatible architecture to surrounding area
- RFP was awarded to BTX Flex on the September 15th City Council meeting.



NOTE: The drawn boundary lines are approximate and are intended for illustration purposes only.

BTX Flex Overview

- Project would be a Commercial project and would have uses that are currently in the code.
- Total project would have a capital investment of \$2.0 - \$2.5M
- This would include 4-5 separate buildings ranging from 2,800 square feet to 5,990 square feet.
- There could only be 4 buildings potentially due to drainage and detention.
- Uses would be small commercial business like Auto Tint business to a smaller service company.
- The project would activate a piece of property in the City as well as provide a type of buildings that we do not have vacant in the community.



BTX Flex Project

- This development would add desired buildings in the community that are not offered or available today.
- These buildings will be utilized by smaller businesses that have outgrown space or looking to start a new venture.
- This project does activate a piece of property that has been vacant for a long period of time.
- Buildings would have a mixture of Brick, Wood Textured Soffit and Metal panel cladding on facades facing the street.



North Facade
(front)

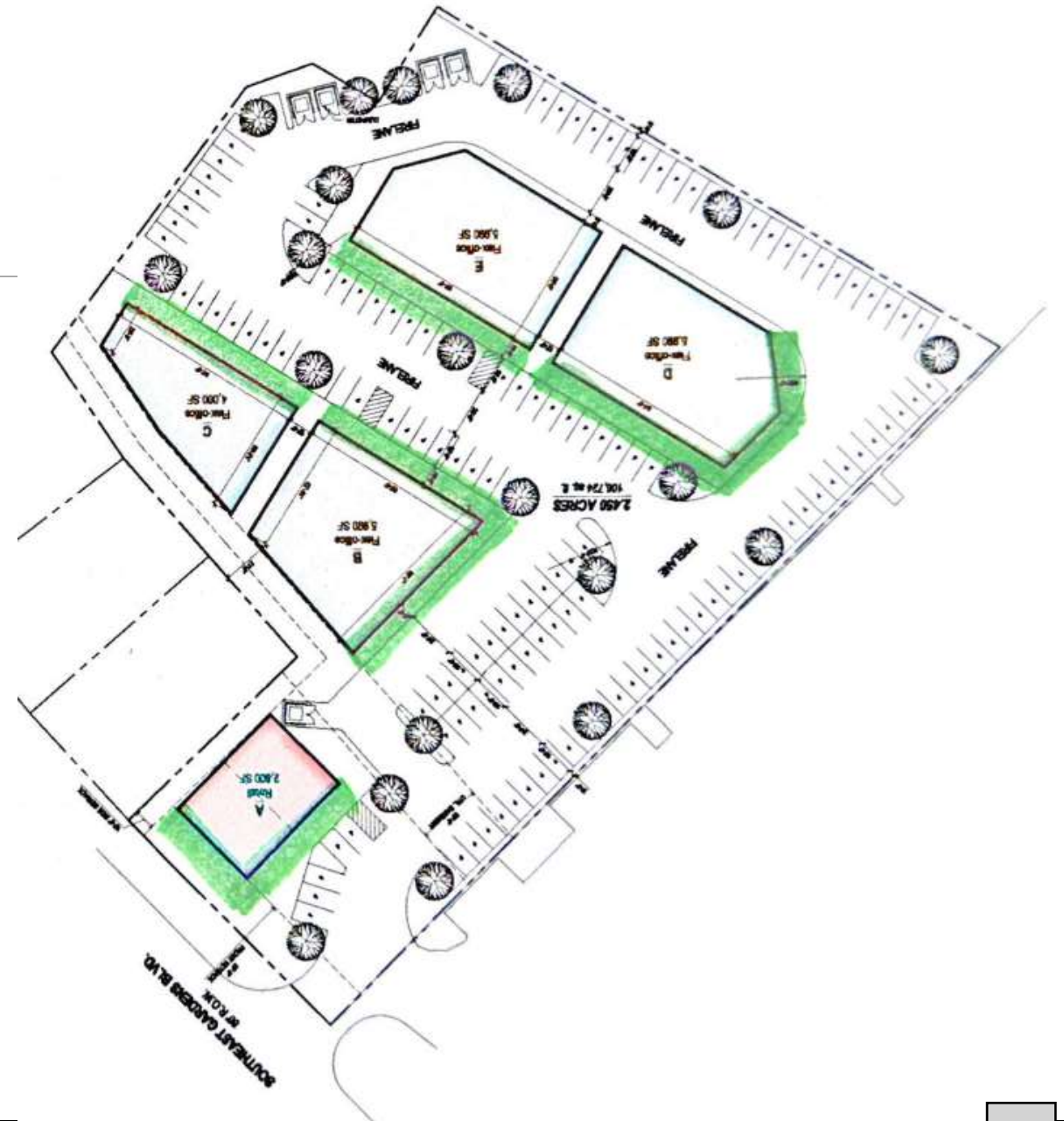


West Facade
(highway-facing)



BTX Flex Project

- All areas shaded in green would have the treated facades.
- All other facades would be metal cladding
- The developer has worked with staff over the last several months to get a better overall look for the project.
- The facades not facing the street would face either the gas well pad or residential areas but those areas would have screening according to our ordinances.



Proposed Incentives

BTX Flex Obligations

- BTX Flex to close on the property within 30 days after due diligence period is over in the amount of \$500,000.
- BTX Flex to obtain a building permit for the first building by October 31, 2026.
- BTX Flex to commence construction by November 30, 2026.
- BTX Flex to obtain the certificate of occupancy for the first building by October 1, 2027.
- BTX Flex to obtain the certificate of occupancy for the final building by July 1, 2029.

City of Burleson Obligations

- City of Burleson to issue a cash grant in the amount of \$96,667 once a building permit for the first building is obtained.
- City of Burleson to issue a cash grant in the amount of \$96,667 once the certificate of occupancy for the first building is obtained.
- City of Burleson to issue a cash grant in the amount of \$96,666 once the certificate of occupancy for the final building is obtained.

Total Incentive - \$290,000

Incentive Package Performance

	2028 Year 1	2029 Year 2	2030 Year 3	2031 Year 4	2032 Year 5	2033 Year 6	2034 Year 7	2035 Year 8	2036 Year 9	2037 Year 10	2047 Year 20
CAPEX	\$ 2,000,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Appraised Value (70% of CAPEX)	\$ 1,400,000	\$ 1,414,000	\$ 1,428,140	\$ 1,442,421	\$ 1,456,846	\$ 1,471,414	\$ 1,486,128	\$ 1,500,989	\$ 1,515,999	\$ 1,531,159	\$ 1,691,353
Revenue											
Property sale	\$ 500,000										
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax	\$ 10,080	\$ 10,181	\$ 10,283	\$ 10,385	\$ 10,489	\$ 10,594	\$ 10,700	\$ 10,807	\$ 10,915	\$ 11,024	\$ 12,178
Expenses											
Site Improvements	\$ (96,666.00)	\$ (96,666.00)	\$ (96,668.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Annual	\$ 413,414	\$ (86,485)	\$ (86,385)	\$ 10,385	\$ 10,489	\$ 10,594	\$ 10,700	\$ 10,807	\$ 10,915	\$ 11,024	\$ 12,178
Cumulative		\$ 326,929	\$ 240,543	\$ 250,929	\$ 261,418	\$ 272,012	\$ 282,712	\$ 293,520	\$ 304,435	\$ 315,459	\$ 431,952

10yr ROI – 109%
20yr ROI – 149%

Questions / Comments

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

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF BURLESON, AS SELLER, AND BTX FLEX, LLC, AS BUYER, TO SELL FEE SIMPLE TITLE TO A 2.453 ACRE, MORE OR LESS, TRACT OF LAND SITUATED IN JOHNSON COUNTY, TEXAS, COMMONLY KNOWN AS 112 SE GARDENS BLVD IN BURLESON, JOHNSON COUNTY, TEXAS, FOR THE SALES PRICE OF \$500,000.00 AND OTHER CONSIDERATION, AS PRESCRIBED IN THE REAL ESTATE CONTRACT AS ATTACHED IN EXHIBIT "A" (THE "CONTRACT"); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS; INCORPORATING THE RECITALS; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City owns vacant land that has no building or City facility, such land is not part of a public square or park, and the City did not acquire the land from previous owner by the exercise of eminent domain or the threat of eminent domain, such real property being further described in the Contract; and

WHEREAS, the City Council finds and determines that City has entered or will soon enter into an economic development agreement authorized by Chapter 380 of Texas Local Government Code with the Buyer, and such agreement contains the consideration set forth in and meets the requirements of Section 253.0125 of the Texas Local Government Code; and

WHEREAS, the City Council finds and determines that the City published the notice required by Section 253.0125(e) of the Texas Local Government Code in the *Cleburne Times Review*, a newspaper of general circulation in the county in which the real property is located, on two separate days within the time period required by that section; and

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

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

WHEREAS, the City desires the City Manager execute all documents necessary to close the real estate transaction described in the Contract; and

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

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

Section 1.

The Contract is hereby approved and the City Manager, Tommy Ludwig, is authorized: (a) to execute on behalf of the City (i) the Contract between the City and the Buyer, substantially in the form attached as Exhibit "A", with the purchase price of \$500,000 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Contract; and (b) to make expenditures in accordance with the terms of the Contract and in closing the transaction contemplated by the Contract.

Section 2.

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

Section 3.

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

Section 4.

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 5.

This ordinance shall become effective immediately upon its passage and publication as required by law.

AND IT IS SO ORDAINED.

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

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

ATTACHMENTS:

Exhibit "A" – Real Estate Contract between the city of Burleson and BTX Flex, LLC


City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Director of Economic Development
MEETING: April 6, 2026

SUBJECT:

Consider and take possible action on an ordinance establishing a Performance Agreement between the City of Burleson and BTX Flex, LLC., Inc. for a commercial flex development located 112 SE Gardens Boulevard in Burleson, Texas (Final Reading). *(Staff Contact: Alex Philips, Director of Economic Development)*

STRATEGIC PRIORITY AND GOAL(S):

 <p>Dynamic & Preferred City Through Managed Growth</p>	Strategic Goal
	<ul style="list-style-type: none"> 2.1 Attract and retain top-tier businesses 2.2 Promote sustainable residential and commercial development through strategic and long-term planning 2.3 Enhance connectivity and improve mobility 2.4 Implement the city's Capital Improvement Program <p>Develop and maintain facilities and utility services</p>

SUMMARY:

The City of Burleson released a request for proposal on the property on August 1, 2025. The site is 2.45 acres and is located at 112 SE Gardens Boulevard. The minimum bid for the proposal was \$500,000 with a development scenario that would include multiple commercial buildings and have a compatible architecture to the surrounding area.

At the September 15, 2025 Council meeting BTX Flex, LLC was awarded the project from the request for proposal.

The proposal includes a commercial development that would have users that are currently in the City's code of ordinances. The minimum capital investment for the development would be at

least \$2,000,000 and would include 4-5 buildings ranging from 2,800 square feet to 5,900 square feet in size.

The City of Burleson is proposing the following performance agreement measures to ensure the development.

BTX Flex Obligations

- BTX Flex to close on the property within 30 days after due diligence period is over in the amount of \$500,000.
- BTX Flex to obtain a building permit for the first building by October 31, 2026.
- BTX Flex to commence construction by November 30, 2026.
- BTX Flex to obtain the certificate of occupancy for the first building by October 1, 2027.
- BTX Flex to obtain the certificate of occupancy for the final building by July 1, 2029.

City of Burleson Obligations

- City of Burleson to issue a cash grant in the amount of \$96,667 once a building permit for the first building is obtained.
- City of Burleson to issue a cash grant in the amount of \$96,667 once the certificate of occupancy for the first building is obtained.
- City of Burleson to issue a cash grant in the amount of \$96,666 once the certificate of occupancy for the final building is obtained.

RECOMMENDATION:

Staff recommends approval

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

N/A

REFERENCE:

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$290,000
Account Number(s): 1014201-66045
Fund: GF
Account Description: GF Economic Incentives

STAFF CONTACT:

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

Project Bonus

Request for Proposals

- Released on August 1, 2025
 - Distributed to 485 vendors
 - Downloaded by 45 vendors
 - Closed on Aug. 21
- 112 SE Gardens
 - Vacant greenfield site
 - Approx. 2.45 acres
- Minimum bid of \$500,000
- Preferred development scenario
 - Multiple commercial flex buildings
 - Compatible architecture to surrounding area
- RFP was awarded to BTX Flex on the September 15th City Council meeting.



NOTE: The drawn boundary lines are approximate and are intended for illustration purposes only.

BTX Flex Overview

- Project would be a Commercial project and would have uses that are currently in the code.
- Total project would have a capital investment of \$2.0 - \$2.5M
- This would include 4-5 separate buildings ranging from 2,800 square feet to 5,990 square feet.
- There could only be 4 buildings potentially due to drainage and detention.
- Uses would be small commercial business like Auto Tint business to a smaller service company.
- The project would activate a piece of property in the City as well as provide a type of buildings that we do not have vacant in the community.



BTX Flex Project

- This development would add desired buildings in the community that are not offered or available today.
- These buildings will be utilized by smaller businesses that have outgrown space or looking to start a new venture.
- This project does activate a piece of property that has been vacant for a long period of time.
- Buildings would have a mixture of Brick, Wood Textured Soffit and Metal panel cladding on facades facing the street.



North Facade
(front)

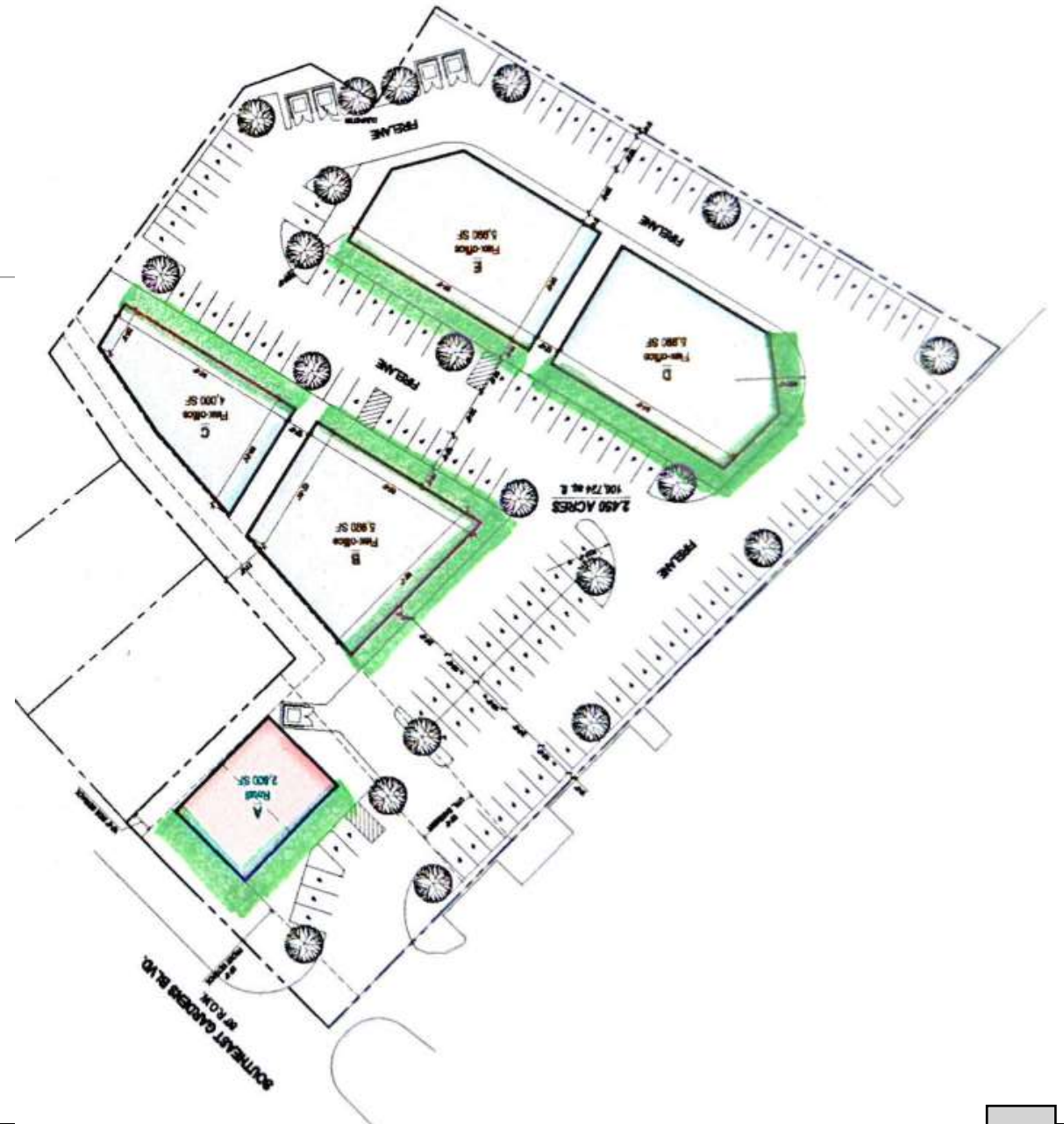


West Facade
(highway-facing)



BTX Flex Project

- All areas shaded in green would have the treated facades.
- All other facades would be metal cladding
- The developer has worked with staff over the last several months to get a better overall look for the project.
- The facades not facing the street would face either the gas well pad or residential areas but those areas would have screening according to our ordinances.



Proposed Incentives

BTX Flex Obligations

- BTX Flex to close on the property within 30 days after due diligence period is over in the amount of \$500,000.
- BTX Flex to obtain a building permit for the first building by October 31, 2026.
- BTX Flex to commence construction by November 30, 2026.
- BTX Flex to obtain the certificate of occupancy for the first building by October 1, 2027.
- BTX Flex to obtain the certificate of occupancy for the final building by July 1, 2029.

City of Burleson Obligations

- City of Burleson to issue a cash grant in the amount of \$96,667 once a building permit for the first building is obtained.
- City of Burleson to issue a cash grant in the amount of \$96,667 once the certificate of occupancy for the first building is obtained.
- City of Burleson to issue a cash grant in the amount of \$96,666 once the certificate of occupancy for the final building is obtained.

Total Incentive - \$290,000

Incentive Package Performance

	2028 Year 1	2029 Year 2	2030 Year 3	2031 Year 4	2032 Year 5	2033 Year 6	2034 Year 7	2035 Year 8	2036 Year 9	2037 Year 10	2047 Year 20
CAPEX	\$ 2,000,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Appraised Value (70% of CAPEX)	\$ 1,400,000	\$ 1,414,000	\$ 1,428,140	\$ 1,442,421	\$ 1,456,846	\$ 1,471,414	\$ 1,486,128	\$ 1,500,989	\$ 1,515,999	\$ 1,531,159	\$ 1,691,353
Revenue											
Property sale	\$ 500,000										
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax	\$ 10,080	\$ 10,181	\$ 10,283	\$ 10,385	\$ 10,489	\$ 10,594	\$ 10,700	\$ 10,807	\$ 10,915	\$ 11,024	\$ 12,178
Expenses											
Site Improvements	\$ (96,666.00)	\$ (96,666.00)	\$ (96,668.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Annual	\$ 413,414	\$ (86,485)	\$ (86,385)	\$ 10,385	\$ 10,489	\$ 10,594	\$ 10,700	\$ 10,807	\$ 10,915	\$ 11,024	\$ 12,178
Cumulative		\$ 326,929	\$ 240,543	\$ 250,929	\$ 261,418	\$ 272,012	\$ 282,712	\$ 293,520	\$ 304,435	\$ 315,459	\$ 431,952

10yr ROI – 109%

20yr ROI – 149%

Questions / Comments

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

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, APPROVING A CHAPTER 380 AGREEMENT WITH BTX FLEX, LLC; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, City owns approximately 2.43 acres of land located at 112 SE Gardens Blvd in Burleson, Johnson County, Texas (the “Property”); and

WHEREAS, City issued Request for Proposal RFP 2025-06 seeking the sale and development of the Property; and

WHEREAS, BTX Flex, LLC (“Company”) submitted a proposal in response to the RFP seeking to purchase and develop the Property; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide economic development grants and incentives to promote state and local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the “Program”) pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, Company desires to participate in the Program by entering into an economic development agreement with the City, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference for all purposes (the “Agreement”); and

WHEREAS, Company is seeking an economic development incentive to develop the Property in accordance with this Agreement under the Program; and

WHEREAS, pursuant to the Agreement, Company agrees, after acquiring the Property under the Land Purchase Agreement, to develop the Property by constructing a minimum of four (4) buildings ranging in size from 2,500 to 6,000 square feet on the Property and the requisite drainage improvements for the Property required by law (the “Project”); and

WHEREAS, the City desires to provide the City Grant, as defined or further described in the Agreement, to Company pursuant to Chapter 380 of the Texas Local Government Code in consideration of Company bringing the Project to the City; and

WHEREAS, the City Council hereby finds and determines that the Agreement promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State of Texas and City, by eliminating unemployment or underemployment in the State of Texas and City, and will enhance the City's real property and sales tax base, and will enhance business and commercial activity within the State of Texas and City; and

WHEREAS, pursuant to the Agreement, the Company and City intend to enter into a real estate contract under which the Company would acquire the Property from the City; and

WHEREAS, the City Council finds and determines that the Agreement requires Company to use the Property in a manner that primarily promotes a public purpose of the City relating to economic development and that the Agreement includes provisions under which the City is granted sufficient control to ensure that the public purpose is accomplished and that the City receives a return benefit; and

WHEREAS, the City Council finds and determines that the Property has never been owned, held, or claimed, by the City as a public square or park; and

WHEREAS, the City Council finds and determines that the City published notice on two separate days of the proposed conveyance of the Property to Company as required by Section 253.0125 of the Texas Local Government Code in the *Cleburne Times Review*, a newspaper of general circulation in the county in which the Property is located, within the time period required by that section.

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

Section 1.

The Agreement is hereby approved and the City Manager, Tommy Ludwig, is authorized: (a) to execute on behalf of the City (i) the Agreement between the City and Company, substantially in the form attached as Exhibit "A", and (ii) any other documents necessary for the City for the completion of the Project contemplated in the Agreement; and (b) to make expenditures in accordance with the terms of the Agreement.

Section 2.

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

Section 3.

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

Section 4.

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 5.

This ordinance shall become effective immediately upon its passage and publication as required by law.

AND IT IS SO ORDAINED.

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

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Attachments:

Exhibit "A" – Chapter 380 Economic Development Agreement between the city of Burleson and BTX Flex, LLC


City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Director
MEETING: April 6, 2026

SUBJECT:

Receive a report, hold a discussion and provide staff direction on previous economic development projects and metrics. (*Staff Contact: Alex Philips, Economic Development Director*)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	<p>2.1 Attract and retain top-tier businesses 2.2 Promote sustainable residential and commercial development through strategic and long-term planning</p>

SUMMARY:

Staff will provide an overview of numerous past economic development deals with a summary of each deal outlining the details, incentives and returns for the project.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: N/A

Account Number(s):

Fund:

Account Description:

Procurement Method:

STAFF CONTACT:

Alex Philips

Economic Development Director

aphilips@burlesontx.com

817-426-9613



THE CITY OF
BURLESON
TEXAS

Economic
Development

EDC PROJECT IMPACTS

OUR MISSION

To increase the economic vitality of all in Burleson, Texas

OUR VISION

To nurture a culture of community, creativity and enthusiasm by leading efforts to attract investment in new and expanding businesses for the purpose of creating and retaining jobs, enhancing the tax base, and improving the quality of life for the residents of Burleson





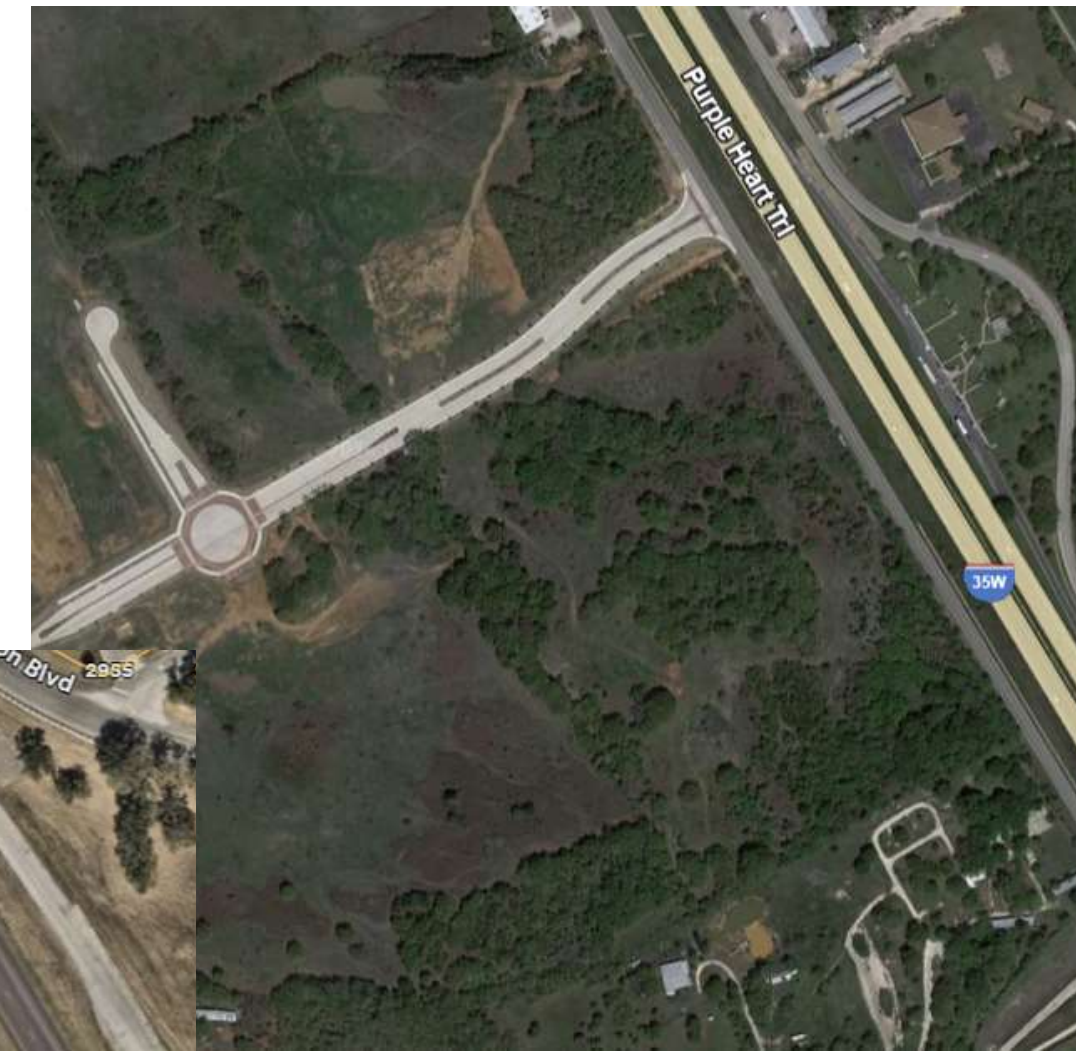
EDC PROJECT IMPACT

Economic development is most effective when it is sustainable, focusing on long-term stability rather than short-term gains. By utilizing strategic incentives, Burleson has created a competitive environment that encourages both new business recruitment and the expansion of our existing local partners. This presentation outlines several recent initiatives that have served as practical catalysts for prosperity, demonstrating how targeted investments today build a more resilient and impactful community for the future.

CHICKEN E. FOODS

Initiated in 2013, the Chicken E. Food Service project served as the strategic catalyst for the development of HighPoint Business Park. Spanning nearly 100,000 square feet, this high-capacity distribution center is a linchpin in the regional supply chain. From this Burleson hub, the company manages the distribution of frozen products to approximately 260 Chicken Express locations across the Southern United States, reinforcing the city's position as a critical logistics partner.

Today



2013

CHICKEN E. FOODSERVICE

Tax Abatement	75% (expired 2021)
4A Incentive	\$435,000
Jobs Created	41
Taxable Value	\$7,453,129
General Fund Benefit	\$357,618.30



Secondary Benefits: Establishing the Industrial Hub The Chicken E project served as the cornerstone for HighPoint Business Park, providing the market validation necessary to establish Burleson as a premier industrial destination. This initial investment acted as a catalyst, signaling the park's viability to the region. Consequently, Burleson successfully attracted several food industry leaders within just a few years, solidifying our reputation as a strategic hub for the sector.

WAGNER SMITH

As a premier designer and manufacturer of electrical and communication line-stringing equipment, Wagner-Smith is an industry leader. In 2014, the EDC facilitated a creative relocation strategy by purchasing their original facility—now home to F-Wave Roofing—to pave the way for their move to HighPoint Business Park. Now operating a 70,000 sq. ft. state-of-the-art facility, Wagner-Smith has scaled its manufacturing, sales, and rental operations significantly. This expansion not only secured high-quality full-time jobs but also established the company as a Top 10 sales-tax generator for Burleson.

2013



WAGNER SMITH

Tax Abatement	75% (expired 2022)
4A Incentive	\$400,000
Jobs Created	49
Taxable Value	\$42,023,038
General Fund Benefit	\$6,220,656
4A/4B Sales Tax	\$3,010,566



Secondary Benefits: Beyond the Relocation The Wagner-Smith expansion created a "ripple effect" of economic wins for Burleson. By strategically purchasing their original 8-acre site on N. Burleson Drive, the City secured a prime, future retail location, temporarily home to F-Wave Roofing. This proactive move did more than just retain a local partner; it allowed the City to control a key gateway property that will guide the development of the corridor while simultaneously fueling Wagner-Smith's growth. This success story has solidified Burleson's reputation as a premier hub for metal manufacturing and industrial innovation.

HAYES & STOLZ

Founded in 1945, the now employee-owned metal manufacturer chose Burleson for its major regional relocation from Fort Worth in 2016. Seeking a location that could accommodate their specialized production needs, they established a massive 140,000-square-foot headquarters within HighPoint Business Park. This facility serves as the primary manufacturing hub for their custom industrial mixing, blending, and conveying equipment, which is distributed globally to the food and livestock feed industries. By bringing 140 high-skill jobs to the community, Hays & Stolz has become a major employer and a vital addition to Burleson's industrial tax base.



HAYES & STOLZ

Tax Abatement	N/A
4A Incentive	\$678,299
Jobs Created	140
Taxable Value	\$14,125,305
General Fund Benefit	\$877,391



Secondary Benefits: Workforce and Industry Branding
The arrival of Hays & Stolz did more than just develop a greenfield site; it further established Burleson as a "center of excellence" for metal manufacturing and technical workforce. As an employee-owned company, Hays & Stolz brings a unique level of corporate stability and high-quality job opportunities to the local workforce. This project also demonstrated the City's ability to work together quickly; the H&S groundbreaking took place a short 10 months from their first phone call to the EDC.

MCLANE CLASSIC FOODS

In 2017, the Burleson EDC reached a major milestone by recruiting McLane Classic Foods, a subsidiary of the prestigious McLane Group, to relocate its operations from Fort Worth. This strategic move centered on a 30-acre site within the newly established HighPoint East Business Park. The centerpiece of this project is a 130,000-square-foot, state-of-the-art facility designed for specialized private-label manufacturing. As a premier provider of custom kettle products for national restaurant brands, McLane brought high-tier industrial prestige and significant capital investment to the city, setting a new standard for Burleson's manufacturing sector.

2017



Today

MCLANE CLASSIC FOODS



Tax Abatement	80% (expires 2030)
4A Incentive	\$50,000
Jobs Created	165
Assessed Value	\$14,040,072
General Fund Benefit	\$120,830
Taxes Owed After 2030	~\$95,000/yr

Secondary Benefits: Market Validation The impact of McLane Classic Foods extends far beyond its physical footprint. As the inaugural project for HighPoint East, McLane provided the market validation necessary to transform the park into a premier industrial destination. This "anchor effect" directly solidified Burleson's reputation as a food-manufacturing hub, paving the way for the successful recruitment of global brands and several adjacent cold storage facilities. Today, McLane remains a vital civic partner, offering leadership within the ISD Culinary Program and the Chamber of Commerce, ensuring their success continues to fuel the prosperity of the entire Burleson community.

GOLDEN STATE FOODS

In 2017, Burleson secured a key anchor tenant in Golden State Foods, a global leader in food processing and distribution. This project was a turning point for the City, representing the first time Burleson successfully partnered with the State of Texas to secure a major industrial relocation. By coordinating local 4A incentives with a significant state-level monetary investment, the City proved its ability to navigate complex, multi-jurisdictional deals to land top-tier corporate citizens. The resulting 200,000-square-foot facility became the largest footprint in HighPoint Business Park at the time, establishing a massive manufacturing hub for liquid products that serves the world's most recognizable Quick Service Restaurant (QSR) and retail brands.



GOLDEN STATE FOODS



Tax Abatement	75% (expires 2030)
4A Incentive	\$1,663,500
Jobs Created	320
Assessed Value	\$36,089,001
General Fund Benefit	\$353,961
Taxes Owed After 2030	~\$230,000/yr

Secondary Benefits: Strategic Relationships

The impact of the Golden State Foods project extends far beyond the physical facility, as it provided the City with a powerful new toolkit for business recruitment. By delivering a seamless experience for GSF, the Burleson EDC established a high-trust relationship with a premier national site selection group—a relationship that was directly leveraged years later to secure the Paris Baguette project. This "repeat business" from elite site selectors demonstrates that Burleson is now a proven commodity on the national stage. Furthermore, the successful collaboration with the State of Texas on this project elevated the City's profile in Austin, ensuring that Burleson is now a "top of mind" destination for state-led recruitment efforts and major industrial incentives.

HIGHPOINT BUSINESS PARK

- **Strategic Acquisition:** Transformed a \$9.3M initial investment in 91.6 acres of vacant land into a premier North Texas corporate hub. (expanded to 230 acres by private investment)
- **Massive Appreciation:** Leveraged targeted infrastructure and performance agreements to grow the park's total appraised value to over \$250M.
- **Asset Growth:** Achieved a 27-fold increase in property value, validating the City's proactive approach to land assembly.



HIGHPOINT BUSINESS PARK

The HighPoint Job Multiplier

- Activating the 2.91x Multiplier: Every corporate or industrial job at HighPoint acts as an economic "seed." Based on regional development data, every 100 jobs in these sectors support an additional 291 jobs in the local service, healthcare, and retail economies.
- The "Daytime Population" Catalyst: Anchoring 1,000+ full-time employees creates a massive daily injection of spending. This workforce fuels the "lunch-to-dinner" economy, providing the consistent weekday foot traffic necessary for local small businesses to thrive.

- Economic Circularity: By providing high-quality local careers, the city ensures that payroll stays within Burleson. Research indicates that up to 45% of wages earned locally are recirculated back into the city's shops and services, compared to just 13% for non-local spending.
- Civic Stabilization: Replacing "commuter" patterns with local employment fosters a rooted, middle-class population. These 1,000 families drive long-term demand for Burleson housing and schools, transforming the city from a residential suburb into a self-sustaining economic power.

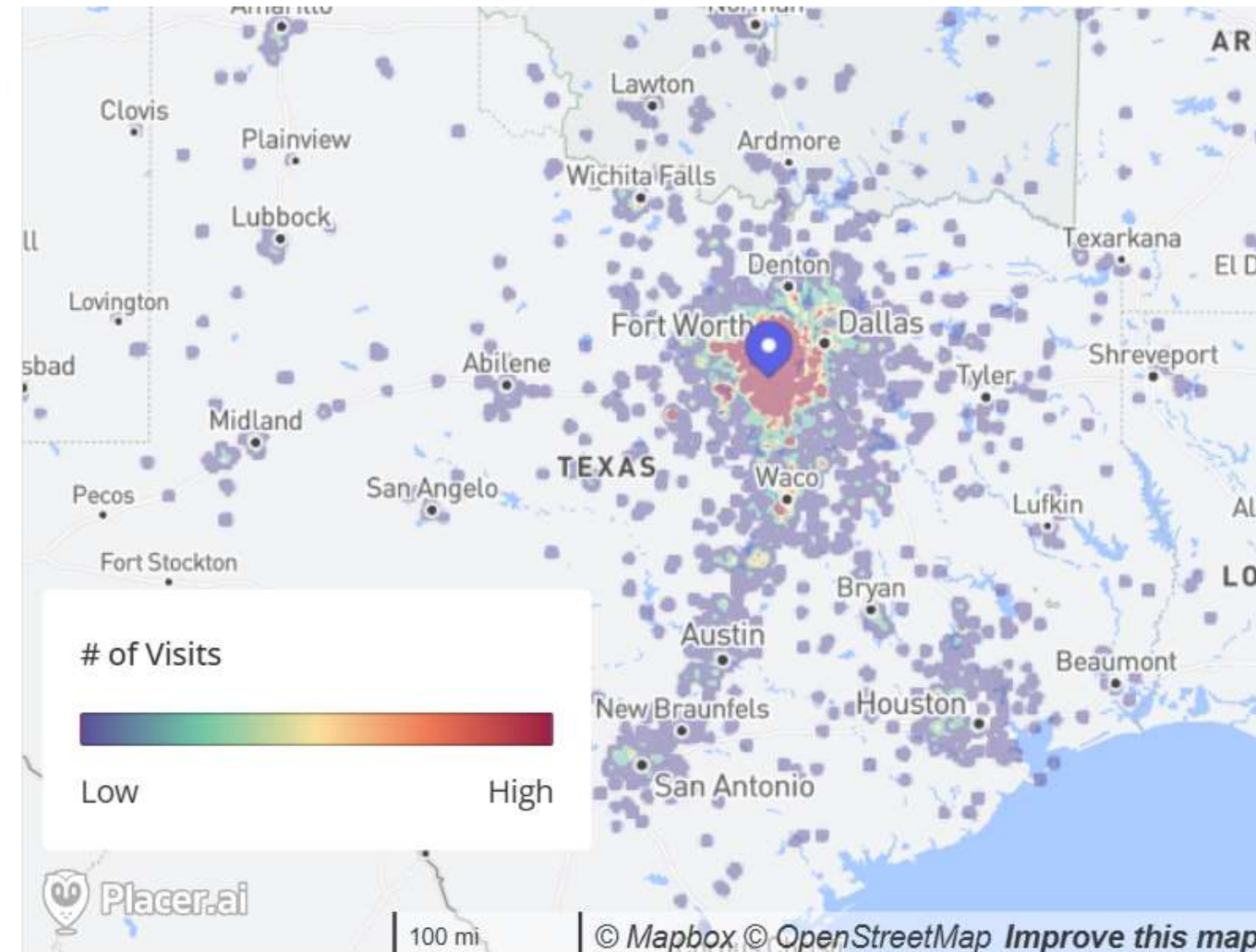
HARD EIGHT BBQ

Texan-owned Hard Eight BBQ offers a one-of-a-kind eating experience through its unique “Texas Style” BBQ and service. Patrons are served hot, fresh BBQ straight from the pit, directly from the Pit Master. The Burleson EDC helped the restaurant find their perfect, 5th location right along the bustling I-35. To help establish the company in Burleson, the EDC provided an incentive package for a sales tax rebate up to \$450,000 or ten years, whichever occurs first. The company’s first location opened in 2003 in Stephenville, Texas and over the years added locations in Coppell, Roanoke, The Colony, and Burleson. The Burleson restaurant opened in January of 2019, occupies 16,000 square feet, and has over 100 employees.



HARD EIGHT BBQ

Sales Tax Rebate	100% of GF (expires 2028)
4A Incentive	\$0
Jobs Created	60
Taxable Value	\$3,443,161
General Fund Benefit	\$138,386
4A/4B Benefit	\$301,447



Visits from home
between
Feb. 2025 - Jan. 2026
172.5k total

Secondary Benefits: Complementary Tourism

The 14,000+ square foot Hard Eight BBQ restaurant serves as an important piece of Burleson's 'Tourism Friendly' ecosystem. By providing a high-capacity destination anchor, the project does more than generate sales tax; it creates a regional draw that stabilizes daytime and weekend traffic across the I-35 corridor. This increased visitor density provides the 'proof of concept' necessary to attract national credit tenants, proving that Burleson is capable of supporting large-scale, high-volume retail and hospitality investments.

ANSON PDR

Anson PDR is a premier, family-owned global leader and the world's largest distributor of paintless dent repair tools and supplies. In 2018, the company entered a performance agreement to relocate its international headquarters to Burleson's HighPoint Business Park. Since the successful conclusion of that agreement in 2023, Anson PDR has transitioned into a permanent mainstay of the local economy, consistently delivering impressive sales tax growth. As a high-performing headquarters operation with a worldwide customer base, it exemplifies the city's strategic success in recruiting and retaining industry-dominant industrial partners.



ANSON PDR



Tax Abatement	N/A
4A Incentive	\$25,000
Jobs Created	25
Taxable Value	\$2,076,825
General Fund Benefit	\$227,836
4A/4B Benefit	\$170,169

Secondary Benefits: Strategic Diversity Anson PDR distinguishes HighPoint Business Park by proving that Burleson is a premier landing spot for high-growth, family-owned enterprises alongside traditional industrial giants. Their success demonstrates that the city's infrastructure is specifically scaled to help "mid-sized" businesses evolve into global leaders. While maintaining the personal character of a family business, they operate as a specialized economic juggernaut, providing a high-value, recession-resistant sales tax stream that diversifies the city's portfolio. This unique profile showcases HighPoint as a flexible, high-performance environment capable of fostering market dominance for businesses of any size or scale.

BEAR CLAW C&C

Project Bear Claw was strategic retail redevelopment project initiated in 2023 to transform the former China King Buffet site into a high-density multi-tenant destination. Supported by a \$350,000 Type A incentive, the developer successfully reimaged the single-occupancy footprint into four modern retail spaces, effectively quadrupling the site's tenant capacity. The project has successfully attracted a diverse mix of high-traffic national and regional brands, including Black Rock Coffee, Einstein Bros Bagels, Handel's Ice Cream, Mo' Bettah's, and Amazing Nails. By converting a static property into a vibrant retail hub, Bear Claw C&C maximizes the economic utility of the land and significantly increases the city's sales tax base.



BEAR CLAW C&C

Tax Abatement	N/A
4A Incentive	\$350,000
Jobs Created	67
Taxable Value	\$1,745,837
General Fund Benefit	\$45,004
4A/4B Benefit	\$30,680

Secondary Benefits – Adaptive Reuse & Urban Revitalization

Project Bear Claw serves as a model for adaptive reuse, demonstrating how underutilized or "big-box" restaurant shells can be revitalized to meet modern market demands. By partitioning a single large space into multiple units, the project creates a "built-in" synergy where breakfast, lunch, and specialty retail tenants drive constant foot traffic throughout the day. This density not only increases the property's ad valorem value but also provides a low-risk entry point for premium brands to enter the Burleson market. Ultimately, this development sets a precedent for corridor beautification and urban infill, proving that strategic reinvestment in existing structures can outperform new greenfield construction in both visitor engagement and tax yield per square foot.



Burleson Economic Development

- ④ EDC@BurlesonTX.com
- 🌐 www.BurlesonTXEDC.com
- 📘 @ExploreBurleson
- 🌐 @burleson-edc