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

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

1. **CALL TO ORDER**

Invocation - Danny Andrews, Texas Health Huguley Hospital Chaplain

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. **PUBLIC PRESENTATIONS**

A. Proclamations

B. Presentations

-Recognition of The Burleson Collegiate High School Student Voter Empowerment Club. (Presenter: Councilwoman Victoria Johnson)

C. Community Interest Items

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

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

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

4. **CITIZENS APPEARANCES**

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

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

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

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

5. **CONSENT AGENDA**

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

- A. Consider and take possible action on the minutes from the February 2, 2026 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*
- B. Consider and take possible action on a minute order ratifying the actions on the Burleson 4A Corporation Board on December 15, 2025 regarding a real estate contract between the Burleson 4A Economic Development Corporation and Shipman Companies, LP for the purchase of property located at 114 W. Ellison Street, Burleson, Texas in the amount of \$1,100,000 dollars. *(Staff Contact: Alex Philips, Director of Economic Development)*
- C. Consider and take possible action on a minute order ratifying the actions on the Burleson 4A Corporation Board on February 16, 2026, regarding a Performance Agreement between the Burleson 4A Economic Development Corporation and Shipman Companies, LP for the development of the property located at 114 W. Ellison Street, Burleson, Texas. *(Staff Contact: Alex Philips, Director of Economic Development)*
- D. Consider and take possible action on a 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 the revenues by \$1,492,975 and the appropriations in the amount of \$373,778. *(Staff Contact: Kevin Hennessey, Deputy Director of Finance)*
- E. Consider and take possible action on a minute order for the spending authorization for salaries for Sports Facility Management (CSO#5948-10-2025) in the amount of \$919,108. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- F. Consider and take possible action on a five-year contract with Vertosoft, LLC for the purchase of Amilia SmartRec recreation software through Omnia Partners, Contract 159574 in the amount of \$193,333.35. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- G. Consider and take possible action on a minute order authorizing payment processing fees for the Amilia SmartRec recreation software services with Vertosoft, LLC through Omnia Partners, Contract 159574, in the amount of \$398,186 over five years. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

- H. Consider and take possible action on an amendment to Contract CSO#5435-03-2024 with Motorola Solutions to authorize the purchase of additional radios for Public Safety vehicles and users through a cooperative purchase agreement with Fort Worth, Texas, under HGAC Contract TX-RA05-21, in an amount of \$100,893.89. *(Staff Contact: James Grommersch, Chief Technology Officer)*
- I. Consider and take possible action a resolution ratifying the appointments of chairperson and vice-chairperson of the City of Burleson Advisory Committee on People with Disabilities Board. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*
- J. Consider and take possible action of a resolution authorizing a \$2,000 sponsorship expense for the Burleson Character Council Luncheon. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

6. **DEVELOPMENT APPLICATIONS**

- A. 275 County Road 714 (Case 25-324): Hold a public hearing and consider and take possible action on a zoning ordinance change request from "PD", Planned Development, to "PD", Planned Development. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 8-0)*
- B. 420 County Road 1021(Wicker Hill) (Case 25-341): Hold a public hearing and consider and take possible action on a zoning ordinance change request from "A", Agriculture, to "SF16", Single Family Dwelling District-16. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 8-0)*

7. **GENERAL**

- A. Consider and take possible action on a Neighborhood Empowerment Zone incentive policy. *(Staff Contact: Tony D. McIlwain, Development Services Director)*
- B. Consider and take possible action on a resolution nominating candidates to fill a vacancy on the Board of Directors for the Central Appraisal District of Johnson County. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*
- C. Consider and take possible action on a Funding Interlocal Agreement with Johnson County for the Hulen Street and BNSF Railroad Grade Separation Project in the amount not to exceed \$5,140,000. (Project ST2604) *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*
- D. Consider and take possible action on a minute order to appoint various members to the City of Burleson Boards/Commissions/Committees to fill vacancies. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*
- E. Consider and take possible action on an ordinance amending the City operating budget (CSO#5910-09-2025) for Fiscal Year 2025-2026. This amendment includes an increase to revenues of \$1,542,975 and the appropriations in the amount of \$441,978; and time is of the essence. *(First and Final Reading) (Staff Contact: Kevin Hennessey, Deputy Director of Finance)*

8. **REPORTS AND PRESENTATIONS**

- A.** Receive a report, hold a discussion, and provide staff direction on a contract with CivicPlus to purchase their SeeClickFix software. *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*
- B.** Receive a report, hold a discussion, and provide staff direction regarding our federal legislative efforts. *(Presenter: Mike Lane, Kiley & Associates) (Staff Contact: Janalea Hembree, Assistant to the City Manager)*

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS

10. RECESS INTO EXECUTIVE SESSION

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

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
-Receive a report and hold a discussion regarding 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
- B. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076, Texas Government Code**
-Receive a report and hold a discussion regarding an informal security audit of certain City facilities and buildings
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**

11. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the 5th of February 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: February 16, 2026

SUBJECT:

Consider and take possible action on the minutes from the February 2, 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 February 2, 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
FEBRUARY 2, 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
Allen Taylor, City Attorney
Matt Ribitzki, Deputy City Attorney

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

Mayor Fletcher called the meeting to order. **Time: 5:32 p.m.**

Invocation – Gloria Gillespie, Pastor Emeritus, Open Door Church

Pledge of Allegiance to the US Flag

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

2. PUBLIC PRESENTATIONS

A. Proclamations

B. Presentations

Special Presentation for Former City of Burleson City Manager Kay Godbey

- **A Proclamation recognizing January 18, 2026, as "National Kay Godbey Day" in the City of Burleson. (Recipients: Her Sister, Glenda Godbey, and her daughters, Denise James and Shelly Klein)**
- **A Presentation of the Texas Flag from the office of Senator Phil King. (Presenter: Doug Sandifer, Deputy Chief of Police)**
- **A Presentation from Texas Women Leading in Government. (Presenter: Paulette Hartman, President of Texas Women Leading in Government/City Manager, North Richland Hills)**

C. Community Interest Items

- Council would like to extend a sincere thank you to all City staff for their outstanding efforts during last week's ice storm. We especially appreciate our Public Works team for their long hours treating and clearing streets to help keep our community safe. We also commend our Police Department, Fire Department, and Communications staff for their coordinated response, public safety efforts, and timely updates through social media and the city website. Your dedication and teamwork during severe weather events truly make a difference for our residents.
- Join the Burleson Police Department, for "Protecting our Kids in a Digital World", February 3, 6:30 p.m., Burleson High School. Free event but must register for a ticket.
- Applaud the efforts of the Parks and Recreation Department for applying for a Parks and Wildlife grant.
- City Manager Tommy Ludwig also thanked all city staff for their support, collaboration and hard work during the ice storm.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

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

- None.

4. CITIZEN APPEARANCES

- Texas State Representative Helen Kerwin announced the Texas Parks and Wildlife grant has been secured for City of Burleson Parks and Recreation and recognized Council member Victoria Johnson for being named North Central Texas Council of Governments (NCTCOG) Executive Board President 2025-2026.
- Craig Hundley, came forward, to introduce and support candidates running for Johnson County Appraisal District (JCAD) Board.
- Shane McNeal, JCAD candidate, came forward requesting council support.
- Jake Petty, JCAD candidate, came forward requesting council support.
- Will Keeton, JCAD candidate, came forward requesting council support
- Phillip Sanders, came forward with concerns of city spending, raising taxes, the need for road work and incomplete road work.

5. CONSENT AGENDA

A. Minutes from the January 20, 2026 regular council meeting. (Staff Contact: *Monica Solko, Deputy City Secretary*)

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

Motion passed 7-0.

- B. CSO#6036-02-2026, resolution supporting grant funding from the Office of the Governor, State of Texas, for renewal of the full-time victim assistant coordinator and execute the CEO/Law Enforcement Certifications and Assurances form. (Staff Contact: Wes Routson, Support Bureau Captain)**

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

Motion passed 7-0.

6. ETJ RELEASE

- A. ETJ Release Petition for 2300, 2320, 2426, 2600, and 2612 N Cummings Dr (Case 25-373): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 113.89 acres of land addressed as 2300, 2320, 2426, 2600, and 2612 N Cummings Dr. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

Ava Spencer, 2320 N. Cummings Drive, the applicant, came forward to request property be released.

No action was taken.

7. DEVELOPMENT APPLICATIONS

- A. CSO#6037-02-2026, ordinance continued from the January 5, 2026 council meeting for the voluntary annexation of approximately 80.122 acres of land in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, generally located at 1500 CR 602, Voluntary Annexation (Case 25-260). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**
- B. CSO#6038-02-2026, ordinance continued from the January 5, 2026 council meeting for a zoning change request from defaulted "A" Agricultural to "SF10" Single-family for the development of a single-family subdivision with minimum lot sizes of 10,000 square feet located at 1500 CR 602 (Case 25-258).(First and Final Reading) (Staff Contact: Tony D. McIlwain, Development Services Director) (The Planning and Zoning Commission recommended disapproval 8-0)**

Tony McIlwain, Development Services Director, presented items 7A and 7B as one presentation to the city council.

Mayor Fletcher continued the public hearing for item 7A (Case 25-260). **Time: 6:13 p.m.**

Mayor Fletcher continued the public hearing for item 7B (Case 25-258). **Time: 6:13 p.m.**

Dave Lockard, 1820 CR 602, came forward with concerns of traffic and flooding.

Tim Adkins, online speaker card, had concerns with traffic.

Steve and Nikki Haberstroh, emailed letter to Victoria Johnson, opposition to the item for zoning change with concerns of road constraints/traffic.

Clay Cristy and John Huffman, representing the applicant, came forward to speak on the project and to answer questions from Council.

Cyndi Cullen, 1616 Jacie Court, came forward with concerns CR 602 is dangerous difficult to get onto Renfro, traffic concerns, need to be addressed before a development can go in.

Mayor Fletcher closed the public hearing for item 7A (Case 25-260). **Time: 6:38 p.m.**

Mayor Fletcher closed the public hearing for item 7B (Case 25-258). **Time: 6:39 p.m.**

Council discussion consisted of home size variety, residential density, traffic impacts, safety concerns regarding County Road 602, prior flooding conditions, and the need to monitor and consider future roadway improvements. Discussion also addressed alignment with the Future Land Use Plan and resident preferences for lower-density development in the area.

RECESS INTO EXECUTIVE SESSION

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

Motion made by Alexa Boedeker and second by Victoria Johnson convene into executive session. **Time: 7:08pm**

Motion passed 7-0.

Motion made by Victoria Johnson and second by Alexa Boedeker reconvene into open session. **Time: 7:31pm**

Motion passed 7-0.

Motion made by Alexa Boedeker and seconded by Victoria Johnson to deny Case 25-260 (item 7A).

Motion to deny passed 5-2, with Larry Scott and Dan McClendon voting against the denial.

Amanda Campos, City Secretary, announced that no action was required, as Item 7A was denied and therefore no action could be taken on Item 7B (Case No. 25-258).

8. GENERAL

A. CSO#6039-02-2026, second public hearing and consider and take possible action on a proposed strategic partnership agreement (SPA) with the North Johnson County Municipal Management District No. 1. (Staff Contact: Tony D. McIlwain, Development Services Director)

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

Mayor Fletcher opened the public hearing. **Time: 7:35 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 7:36 p.m.**

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

Motion passed 7-0.

B. CSO#6040-02-2026, facility use agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for the 2026-2027 market season. (Staff Contact: Alex Philips, Economic Development Director)

Alex Philips, Economic Development Director, presented a facility use agreement to the city council.

Option 1:

- Allow BFM to utilize full lawn space
- Include street closure of portion of S. Warren St. for pedestrian safety
 - Agreement will deem organizer as responsible party for weekly set up/removal of barricades
- Allow BFM to utilize portion of S. Warren St. for vendors if desired
- Allow *up to* six (6) Date Night markets instead of four (4) as outlined in current agreement.
 - Date Night markets to be held during the Mar-Oct season of market operations
 - Maintain current daily rental rate (\$500/day)

Option 2:

- Allow BFM to operate the same as present day agreement with no changes
- Increased interest from local vendors, but limited space. New layout will provide additional space for vendors
 - NOTE: **80%** of vendors are local to Burleson
- Pedestrian safety on S. Warren St.
- The flat fee for BFM will allow the market to grow and provide a bigger economic impact for the local businesses in Old Town.
- The current agreement expires in February 2026

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve option 1 as presented by staff.

Motion passed 7-0.

C. CSO#6041-02-2026, professional services agreement with Kimley-Horn for the design of the Chisholm West Lift Station in the amount not to exceed

\$805,680.00 (Project WW2603). (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)

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

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

Motion passed 7-0.

D. CSO#6042-02-2026, professional services agreement with Kemp Golf Course Design in the amount of \$103,000 for a master plan of Hidden Creek Golf Course. (Staff Contact: Jen Basham, Director of Parks and Recreation)

Jen Basham, Director of Parks and Recreation, presented items 8D and 8E as one presentation to the city council.

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

Motion passed 7-0.

E. CSO#6043-02-2026, resolution authorizing the rejection of bids for ITB 2026-004 for the replacement of fence at Hidden Creek Golf Course. (Staff Contact: Jen Basham, Director of Parks and Recreation)

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

Motion passed 7-0.

9. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and provide staff direction on the Shannon Creek Park redesign proposal. (Staff Contact: Jen Basham, Director of Parks and Recreation)

Jen Basham, Director of Parks and Recreation, presented the redesign proposal for Shannon Creek Park to the City Council. Council discussion consisted of support for the butterfly trail and the installation of concrete around the butterfly garden to ensure ADA accessibility. Council discussed irrigation in the butterfly garden area, with irrigation in other areas being temporary. Staff indicated irrigation would be provided for approximately one year to allow plantings to become established throughout the area, with permanent irrigation installed for the butterfly garden. Staff will revise the bid and bring the item back for Council consideration in April. Council was in favor.

B. Receive a report, hold a discussion, and provide staff direction on the proposed budget for Sports Facilities Management (SFM) to operate Chisenhall Sports Complex (Staff Contact: Jen Basham, Director of Parks and Recreation)

Jen Basham, Director of Parks and Recreation, presented the proposed budget for Sports Facilities Management (SFM) to operate Chisenhall Sports Complex to the city

council. Staff would bring an item back for consideration at the February 16 council meeting. Council was in favor.

C. Receive a report, hold a discussion, and provide staff direction on overtime utilization in the Fire/EMS Department. (Staff Contact: Casey Davis, Fire Chief)

Casey Davis, Fire Chief, presented overtime usage in the Fire/EMS Department. Council discussion focused on the timing of the fourth ambulance and staffing needs. Chief Davis reported equipment is on schedule for the fourth unit and noted that this year will help determine whether additional personnel are needed versus relying on overtime. During discussion, City Manager Tommy Ludwig commented that staffing decisions are not to depend on salary savings.

D. Receive a report, hold a discussion, and provide staff direction on ISO Class 1 resurvey. (Staff Contact: Casey Davis, Fire Chief)

Casey Davis, Fire Chief, presented ISO Class 1 resurvey to the city council. There were no questions from Council.

Allen Taylor, City Attorney, left the council meeting at 9:13 p.m.

E. Receive a report, hold a discussion, and provide staff direction regarding public engagement for the potential implementation of a stormwater utility and fee. (Staff Contact: Errick Thompson, Director of Public Works)

Errick Thompson, Director of Public Works, presented public engagement for the potential implementation of a stormwater utility and fee to the city council.

The council discussed the potential implementation of a stormwater utility and fee, focusing on the tier structure for single-family residential properties and possible exemptions. Members considered a tiered 10/80/10 structure, with partial exemptions of 25% for churches and cemeteries. There was discussion about whether schools should be exempt, the benefits of a flat low fee versus a tiered approach, and the fairness of extending contributions to entities that previously received exemptions. Council also addressed potential adjustments to revenue projections, including reducing reimbursements to the General Fund.

Philip Sanders, 900 Warbler Court, came forward to speak against the fee.

Bill Janusch, 117 NE Clinton Street, came forward to speak in favor of the fee.

Council directed staff to proceed with the program, targeting a fiscal year start of October 1. Mr. Thompson stated that staff would plan the public hearings and ordinance adoption for August and September, and implementation to begin October 1.

10. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS

- None.

11. RECESS INTO EXECUTIVE SESSION

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

- B. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
- C. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
- D. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076, Texas Government Code**
 - Receive a report and hold a discussion regarding an informal security audit of certain City facilities and buildings
- E. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**

Motion was made by Dan McClendon and seconded by Alexa Boedeker to convene into executive session. **Time: 10:40 p.m.**

Motion passed 7-0.

Motion was made by Victoria Johnson and seconded by Dan McClendon to reconvene into open session. **Time: 10:54 p.m.**

Motion passed 7-0.

11. ADJOURNMENT

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

Mayor Chris Fletcher adjourned the meeting.

Time: 10:55 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Director of Economic Development
MEETING: February 16, 2026

SUBJECT:

Consider and take possible action on a minute order ratifying the actions on the Burleson 4A Corporation Board on December 15, 2025 regarding a real estate contract between the Burleson 4A Economic Development Corporation and Shipman Companies, LP for the purchase of property located at 114 W. Ellison Street, Burleson, Texas in the amount of \$1,100,000 dollars. (*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 property located at 114 W. Ellison was purchased by the City of Burleson in 2013 strategically to protect the use of future development as well as the aesthetic of Old Town. The property was included in an RFP with 135 W. Ellison which was awarded to BTX Old Town in 2021. After development of 135 W. Ellison Street the developer chose not to move forward with the development of 114 W. Ellison Street and that 380 agreement was closed.

Earlier this year the Burleson 4A Economic Development Corporation acquired the property from the City of Burleson in hopes of the property being acquired privately and developing a building that would meet the goals of the City Council and add to the vibrant Old Town District which was the original vision in 2013.

Shipman Companies, LP is proposing to deliver on that vision through a new 2 story structure that will be the corporate home for Shipman Companies as well as APEX homes. The development will be 5,000 square feet with a minimum capital investment of \$4 million dollars and will also have new retail and commercial space for lease on the bottom floor.

The developer is requesting an incentive package and we have proposed the following agreement:

Shipman Companies LP Obligations

- Construct a two-story structure like the conceptual provided with a minimum capital investment of \$3M.
- Purchase the building for \$1.1M and close on the property by April 1, 2026.
- Commence abatement and demolition of the property for the development by August 31, 2026.
- Complete the construction of the development by May 1, 2028.
- Receive the Certificate of Occupancy and open to the public by May 1, 2028.

Burleson EDC Obligations

- EDC to provide a cash grant once the developer completed the asbestos removal and demo of the building in the amount of \$350,000.
- EDC to provide a cash grant once the developer received the building permit in the amount of \$300,000.
- EDC to provide a cash grant once the developer received the Certificate of Occupancy for the corporate relocation of Shipman Properties and Apex Homes in the amount of \$300,000.

RECOMMENDATION:

Staff recommends approval

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

N/A

REFERENCE:

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$1,100,000 in Land Sale, \$950,000 in Performance Agreement
Account Number(s): 2014201-70001 – Land 2014201-66045 - Incentives

Fund: 4A

Account Description: Land and Incentive Account

STAFF CONTACT:

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

Project Grand

Project Grand Overview

- This property was once included in the 380 with BTX Old Town, LLC, but was removed to as the developer was ready to close the 380 without developing this property.
- The EDC recently acquired the property from the City for \$1.1M, which had owned it since 2013.
- The property is approximately .0887 of an acre
- The conceptual from 2021 included a two story structure with retail and restaurants proposed on the bottom floor.
- Developer is proposing a new two story structure on the property located at 114 W. Ellison.



Conceptual from BTX Old Town, LLC in 2021

Project Grand Details

- Developer is proposing a two story structure with a height of approximately 30 feet.
- The second floor would be for the corporate headquarters of Shipman Companies and Apex Homes.
- Their current office space is too small with their future growth.
- The first floor would be for retail and commercial uses.
- This proposal would activate a new property in Old Town that has been vacant for many years and get it back on the tax rolls as well.
- The developer is choosing this style of building to keep with the old town charm and add to the area with an elevated style from typical storefronts and follow the Old Town Standards.



Project Grand Incentive Package

Prospect Obligations

- Construct a two story structure like the conceptual provided with a minimum capital investment of \$3M.
- Purchase the building for \$1.1M and close on the property by April 1, 2026.
- Commence construction of the development by December 31, 2027. (Definition is the pouring of the foundation)
- Complete the construction of the development by May 1, 2028.
- Receive the Certificate of Occupancy and open to the public by May 1, 2028.

EDC Obligations

- EDC to provide a cash grant once the developer completed the asbestos removal and demo of the building in the amount of \$350,000.
- EDC to provide a cash grant once the developer received the building permit in the amount of \$300,000.
- EDC to provide a cash grant once the developer received the Certificate of Occupancy for the corporate relocation of Shipman Properties and Apex Homes in the amount of \$300,000.

Total Incentive - \$950,000

Project Grand Performa

	2026 Year 1	2027 Year 2	2028 Year 3	2029 Year 4	2030 Year 5	2031 Year 6	2032 Year 7	2033 Year 8	2034 Year 9	2035 Year 10	2045 Year 20
CAPEX	\$ 4,000,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Appraised Value (70% of CAPEX)	\$ 2,800,000	\$ 2,828,000	\$ 2,856,280	\$ 2,884,843	\$ 2,913,691	\$ 2,942,828	\$ 2,972,256	\$ 3,001,979	\$ 3,031,999	\$ 3,062,319	\$ 3,382,705
Revenue											
Land Sale	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ 40,000	\$ 41,200	\$ 42,436	\$ 43,709	\$ 45,020	\$ 46,371	\$ 47,762	\$ 49,195	\$ 50,671	\$ 68,097
Property Tax	\$ 20,160	\$ 20,362	\$ 20,565	\$ 20,771	\$ 20,979	\$ 21,188	\$ 21,400	\$ 21,614	\$ 21,830	\$ 22,049	\$ 24,355
Expenses											
Land Rebate	\$ (300,000.00)	\$ (300,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Improvements		\$ (350,000)									
Annual	\$ (279,840)	\$ 510,362	\$ 61,765	\$ 63,207	\$ 64,688	\$ 66,209	\$ 67,771	\$ 69,376	\$ 71,025	\$ 72,719	\$ 92,453
Cumulative		\$ 230,522	\$ 292,287	\$ 355,494	\$ 420,181	\$ 486,390	\$ 554,161	\$ 623,538	\$ 694,563	\$ 767,282	\$ 1,598,578

ROI

10 Year – 81%

20 Year – 168%

Total Incentive Cap

\$ 950,000

Questions / Comments

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

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Director of Economic Development
MEETING: February 16, 2026

SUBJECT:

Consider and take possible action on a minute order ratifying the actions on the Burleson 4A Corporation Board on February 16, 2026, regarding a Performance Agreement between the Burleson 4A Economic Development Corporation and Shipman Companies, LP for the development of the property located at 114 W. Ellison Street, Burleson, Texas. (*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 Develop and maintain facilities and utility services

SUMMARY:

The property located at 114 W. Ellison was purchased by the City of Burleson in 2013 strategically to protect the use of future development as well as the aesthetic of Old Town. The property was included in an RFP with 135 W. Ellison which was awarded to BTX Old Town in 2021. After development of 135 W. Ellison Street the developer chose not to move forward with the development of 114 W. Ellison Street and that 380 agreement was closed.

Earlier this year the Burleson 4A Economic Development Corporation acquired the property from the City of Burleson in hopes of the property being acquired privately and developing a building that would meet the goals of the City Council and add to the vibrant Old Town District which was the original vision in 2013.

Shipman Companies, LP is proposing to deliver on that vision through a new 2 story structure that will be the corporate home for Shipman Companies as well as APEX homes. The development will be 5,000 square feet with a minimum capital investment of \$3 million dollars and will also have new retail and commercial space for lease on the bottom floor.

The developer is requesting an incentive package and we have proposed the following agreement:

Shipman Companies LP Obligations

- Construct a two-story structure like the conceptual provided with a minimum capital investment of \$3M.
- Purchase the building for \$1.1M and close on the property by April 1, 2026.
- Commence abatement and demolition of the property for the development by August 31, 2026.
- Complete the construction of the development by May 1, 2028.
- Receive the Certificate of Occupancy and open to the public by May 1, 2028.

Burleson EDC Obligations

- EDC to provide a cash grant once the developer completed the asbestos removal and demo of the building in the amount of \$350,000.
- EDC to provide a cash grant once the developer received the building permit in the amount of \$300,000.
- EDC to provide a cash grant once the developer received the Certificate of Occupancy for the corporate relocation of Shipman Properties and Apex Homes in the amount of \$300,000.

RECOMMENDATION:

Staff recommends approval

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

N/A

REFERENCE:

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$1,100,000 in Land Sale, \$950,000 in Performance Agreement
Account Number(s): 2014201-70001 – Land 2014201-66045 - Incentives
Fund: 4A
Account Description: Land and Incentive Account

STAFF CONTACT:

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

Project Grand

Project Grand Overview

- This property was once included in the 380 with BTX Old Town, LLC, but was removed to as the developer was ready to close the 380 without developing this property.
- The EDC recently acquired the property from the City for \$1.1M, which had owned it since 2013.
- The property is approximately .0887 of an acre
- The conceptual from 2021 included a two story structure with retail and restaurants proposed on the bottom floor.
- Developer is proposing a new two story structure on the property located at 114 W. Ellison.



Conceptual from BTX Old Town, LLC in 2021

Project Grand Details

- Developer is proposing a two story structure with a height of approximately 30 feet.
- The second floor would be for the corporate headquarters of Shipman Companies and Apex Homes.
- Their current office space is too small with their future growth.
- The first floor would be for retail and commercial uses.
- This proposal would activate a new property in Old Town that has been vacant for many years and get it back on the tax rolls as well.
- The developer is choosing this style of building to keep with the old town charm and add to the area with an elevated style from typical storefronts and follow the Old Town Standards.



Project Grand Incentive Package

Prospect Obligations

- Construct a two story structure like the conceptual provided with a minimum capital investment of \$3M.
- Purchase the building for \$1.1M and close on the property by April 1, 2026.
- Commence construction of the development by December 31, 2027. (Definition is the pouring of the foundation)
- Complete the construction of the development by May 1, 2028.
- Receive the Certificate of Occupancy and open to the public by May 1, 2028.

EDC Obligations

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- EDC to provide a cash grant once the developer received the building permit in the amount of \$300,000.
- EDC to provide a cash grant once the developer received the Certificate of Occupancy for the corporate relocation of Shipman Properties and Apex Homes in the amount of \$300,000.

Total Incentive - \$950,000

Project Grand Performa

	2026 Year 1	2027 Year 2	2028 Year 3	2029 Year 4	2030 Year 5	2031 Year 6	2032 Year 7	2033 Year 8	2034 Year 9	2035 Year 10	2045 Year 20
CAPEX	\$ 4,000,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Appraised Value (70% of CAPEX)	\$ 2,800,000	\$ 2,828,000	\$ 2,856,280	\$ 2,884,843	\$ 2,913,691	\$ 2,942,828	\$ 2,972,256	\$ 3,001,979	\$ 3,031,999	\$ 3,062,319	\$ 3,382,705
Revenue											
Land Sale	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ 40,000	\$ 41,200	\$ 42,436	\$ 43,709	\$ 45,020	\$ 46,371	\$ 47,762	\$ 49,195	\$ 50,671	\$ 68,097
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Expenses											
Land Rebate	\$ (300,000.00)	\$ (300,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Improvements		\$ (350,000)									
Annual	\$ (279,840)	\$ 510,362	\$ 61,765	\$ 63,207	\$ 64,688	\$ 66,209	\$ 67,771	\$ 69,376	\$ 71,025	\$ 72,719	\$ 92,453
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ROI

10 Year – 81%

20 Year – 168%

**Total Incentive
Cap**

\$ 950,000

Questions / Comments

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

ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT
BETWEEN THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION AND
SHIPMAN PROPERTIES, INC.

This Economic Development and Performance Agreement ("Agreement") is entered into as of _____, 2026 (the "Effective Date") by and between the Burleson 4A Economic Development Corporation ("BEDC"), a Texas municipal development corporation located in the City of Burleson (the "City"), Counties of Johnson and Tarrant, State of Texas, by and through its President, and Shipman Companies, LP ("Shipman"), a Texas limited partnership, acting by and through its general partner, Shipman Management Group, LLC, acting by and through its authorized agent, David Shipman, Jr.

WITNESSETH:

WHEREAS, the City has established a regional landmark and economic center with the construction of a public space known as the Mayor Vera Calvin Plaza (the "Plaza"); and

WHEREAS, the City and the BEDC desire to encourage and incentivize high quality development around the Plaza with Old Town Burleson architecture (as defined in the City's Zoning Ordinance) and ties to existing walkability comprised of retail, restaurants and some commercial; and

WHEREAS, the BEDC owns a parcel of land near the Plaza addressed as 114 West Ellison Street (the "Property"), as further described in **Exhibit A**, which it purchased to encourage the type of development desired by the City; and

WHEREAS, Shipman desires to purchase the Property and construct and occupy a mixed use two-story facility that comports with the City's desired uses and architectural style for the area around the Plaza; and

WHEREAS, the BEDC has determined and found that the incentives contemplated in this Agreement constitute a "project" as defined by the Development Corporation Act, codified in SubtitleC-1 of Title 12 of the Texas Local Government Code (the "Act"), Section 501.101, in that Shipman intends to utilize a portion of the facility for a regional headquarters whose operations will encourage the retention and creation of primary jobs as defined by the Act; and

WHEREAS, the City has found that the Development, as hereinafter defined, will contribute to an increase in economic development in the City; and

WHEREAS, the EDC, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue in the City as a result of the

WAS

Development being located in the City, desires to have Shipman construct the Development and locate corporate operations in the City; and

WHEREAS, Shipman's headquarters will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the Development is anticipated to outweigh the amount of expenditures required of the BEDC under this Agreement; and

WHEREAS, the BEDC, to encourage the Development, desires to provide incentives, as set forth herein, which are necessary in order for Shipman to locate the Facility in the City to aid and promote economic development in the City.

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

ARTICLE 1. **AUTHORIZATION**

The Burleson City Council finds and determines that this Agreement is authorized by Chapters 501 and 504 of the Texas Local Government Code.

ARTICLE 2. **DEFINITIONS**

- 2.01 The terms "Agreement," "Effective Date," "Property," "City," "BEDC," "Act," "Plaza," and "Shipman" shall have the meanings provided above.
- 2.02 "Approved Plans" means the plans approved by the City for the Facility in general conformance with the Concept Plan.
- 2.03 "Capital Investment" means and shall include all costs incurred relating to the Development, whether incurred by Shipman or another party, including the actual construction costs including costs of all site preparation, buildings, structures, utilities, and landscaping, including all labor and materials, tenant finish out costs, architect fees, and engineering fees but shall not include financing costs for the Capital Investments, insurance costs, marketing costs, or purchase price of the Property.
- 2.04 "Certificate of Occupancy" means the document issued by the City for the Development certifying the building's compliance with applicable building codes and other laws and indicating it to be in a condition suitable for occupancy.
- 2.05 "Commencement of Construction" or "Commence" means the completion of the foundation slab for the Facility as generally set forth in the Approved Plans.
- 2.06 "Concept Plan" means the plan depicted on **Exhibit B** for the Facility.



- 2.07 “Development” means the construction of a two-story mixed-use building on the Property to contain restaurant, office and retail tenants in general conformance with the Concept Plan.
- 2.08 “Development Grant” means the incentives provided to Shipman by the BEDC as set forth in Article 5 of this Agreement.
- 2.09 “Facility” means the building located on the Property to be approved by the City, constructed in general conformance with the Concept Plan depicted on **Exhibit B**.
- 2.10 “Land Sale Contract Documents” means the contract documents executed between the BEDC and Shipman for the purchase of the Property, substantially conforming to **Exhibit C** (the Contract of Sale) and **Exhibit D** (the Special Warranty Deed with Reverter Right).

ARTICLE 3.
TERM

The term of this Agreement shall commence on the Effective Date and will terminate on December 31, 2029, unless otherwise terminated as set forth herein.

ARTICLE 4.
COVENANTS OF SHIPMAN

In consideration of the BEDC agreeing to make the Development Grants in accordance with the terms, provisions, and conditions of this Agreement, Shipman agrees to the following, which are not affirmative obligations of Shipman, but are duties that must be fulfilled by Shipman in order to receive the Development Grants and retain possession of the Property:

- (A) Shipman will execute the Land Sale Contract Documents with the BEDC for the Property and close on the Property on or before April 1, 2026 with all terms necessary to fulfill the obligations of this Agreement to include a right of reverter in the event construction of the Facility has not been Commenced by October 31, 2026.
- (B) Shipman will submit a concept design, in accordance with the City’s development Regulations, of the Development to the BEDC by May 1, 2026, for approval by the City, which, when approved, will become the Approved Plans.
- (C) Shipman will apply for all necessary permits for the Development by August 31, 2026.
- (D) Shipman will Commence Construction of the Facility on the Property by October 31, 2026.



- (E) Shipman will be solely responsible for the design and construction of the Development, and comply with all subdivision regulations, building codes, and other ordinances of the City applicable to the Development.
- (F) Shipman will complete construction of the Development by December 31, 2027, with a Capital Investment of no less than Three Million and No/Dollars (\$3,000,000.00).
- (G) Shipman will obtain a Certificate of Occupancy and have an opening date on or before May 1, 2028.
- (H) Shipman will provide proof of Capital Investment expenditures satisfactory to the BEDC to show compliance with this Article.
- (I) Shipman will remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.

**ARTICLE 5.
COVENANTS OF THE BEDC**

Subject to Shipman complying with its duties and obligations under this Agreement, the BEDC agrees, subject to the terms and conditions contained herein, to the following:

- (A) The BEDC will close on the purchase of the Property by April 1, 2026.
- (B) The BEDC will provide a Development Grant of Three Hundred Fifty Thousand and No/Dollars (\$350,000.00) to Shipman within 30 days of the completion of asbestos removal and demolition of the structure currently located on the Property.
- (C) The BEDC will provide a Development Grant of Three Hundred Thousand and No/Dollars (\$300,000.00) to Shipman within 30 days of Shipman obtaining a building permit from the City.
- (D) The BEDC will provide a Development Grant of Three Hundred Thousand and No/Dollars (\$300,000.00) to Shipman within 30 days of Shipman obtaining a Certificate of Occupancy from the City and relocating the corporate headquarters of Shipman Properties and Apex Homes to the development.



ARTICLE 6.
SALE OF PROPERTY

The BEDC shall by special warranty deed convey fee simple title of the Property. The conveyance will contain a duty and time frame for Shipman to Commence the Development and contain a right for the BEDC to repurchase the Property if the Development is not Commenced within the time frame set forth in this Agreement, or similar provision to ensure compliance.

ARTICLE 7.
REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the area surrounding the Plaza constitutes an area of architectural importance and significance, and the City Council of the City hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Shipman voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Shipman voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Shipman's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Development Grants described herein; 4) the covenants contained herein shall run with the land and shall bind Shipman and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 8.
AUTHORITY; COMPLIANCE WITH LAW

8.01 Shipman hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Shipman, and this Agreement



constitutes the legal, valid, and binding obligation of Shipman, and is enforceable in accordance with its terms and provisions.

- 8.02 Notwithstanding any other provision of this Agreement, Shipman shall comply with all federal, state, and local laws.
- 8.03 During the term of this Agreement, Shipman agrees not to knowingly employ any undocumented workers at the Facility, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Shipman shall repay the amount of the Development Grants received by Shipman as of the date of such violation within 120 business days after the date Shipman is notified by the City of such violation, plus interest at the rate the City is paying on the most recent issuance of bonded indebtedness prior to Shipman's violation of this Article.

ARTICLE 9. **DEFAULT AND REMEDIES**

9.01 Default by Shipman.

- (A) In the event: (i) Shipman fails to fulfill its obligations under this Agreement; (ii) Shipman has delinquent ad valorem or sales taxes owed to the City provided that Shipman retains the right to timely and properly protest and/or contest any such taxes; or (iii) Shipman materially breaches any of the material terms and conditions of this Agreement, then Shipman after the expiration of the notice and cure periods described herein, shall be in default of this Agreement, unless Shipman is taking reasonable measures to cure any such breach. In the event of such a default, the City shall give Shipman written notice of such breach and/or default, and if Shipman has not cured such breach or default within ninety (90) days after receipt of such notice, or is not taking such reasonable measures to cure any such breach or default at such time, then the BEDC may terminate this Agreement by written notice to Shipman, and the BEDC shall have no further obligation to Shipman. This Section shall survive termination of this Agreement.
- (B) In the event Shipman fails to complete the Development, the BEDC shall be released from all obligations of this Agreement and will be entitled to full reimbursement of all Development Grants given to Shipman, except as provided in Subsection 9.01 (B) and (D) of this Section. This Section shall survive termination of this Agreement for twelve (12) months.
- (C) In the event Shipman fails to complete construction of the Facility, Shipman shall repay the Development Grant funds provided in Article 5 and not be entitled to any additional payments from BEDC. This Section shall survive termination of this Agreement for twelve (12) months.



- (D) In the event the BEDC conveys the Property to Shipman and Shipman fails to construct the Facility as required in Article 5, the BEDC reserves the right to reclaim ownership of the Property. In the event of such a default, BEDC shall give Shipman written notice of such breach and/or default, and if Shipman has not cured such breach or default within ninety (90) days after receipt of such notice and is not taking reasonable measures to cure such breach or default at such time, ownership of the Property will return to the BEDC. In the event the BEDC exercises its right to reclaim the Property under this Subsection, Shipman may deduct any actual proven costs expended for asbestos removal and demolition of the existing structure on the Property from the required reimbursement in Section B of this Section. Shipman agrees to include the appropriate clauses in the Land Sale Contract Documents.

ARTICLE 10.
RIGHT OF OFFSET

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

ARTICLE 11.
VENUE AND GOVERNING LAW

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

ARTICLE 12.
FORCE MAJEURE

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



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

ARTICLE 13.
GIFT TO PUBLIC SERVANT OR TO BTX REPRESENTATIVE

- 13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 13.02 Right of Reimbursement. Notwithstanding any other legal remedies, the BEDC may obtain reimbursement for any expenditure made to Shipman as a result of the improper offer, agreement to confer, or conferring of a benefit to a City or BEDC employee or official.

ARTICLE 14.
ASSIGNMENT

Shipman may not assign any part of this Agreement without consent or written approval by the BEDC.

ARTICLE 15.
INDEMNIFICATION

- 15.01 **SHIPMAN EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES, OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT DIRECTLY ARISE OUT OF THE NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF SHIPMAN OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS AGREEMENT.** This provision is solely for the benefit of the BEDC, and its officers and employees, and is not intended to create or grant any rights, contractual or otherwise, in or to any other person. This Section shall survive termination of this Agreement.
- 15.02 Nothing in this Agreement shall be construed as waiving any governmental immunity available to the BEDC under state law.



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

ARTICLE 16.
MISCELLANEOUS MATTERS

- 16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 16.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of the City, as amended, and all applicable State and federal laws.
- 16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 16.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 16.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.
- 16.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally

WMS

recognized overnight courier service; (iii) sent by email or other similar electronic means; or (iv) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or sent by email or other similar electronic means; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

SHIPMAN: Shipman Properties, Inc.
ATTN: David Shipman, Jr.
139 W. Ellison Street Suite 201
Burleson, Texas 76028

With a copy to: Shipman Properties, Inc.
139 W. Ellison Street Suite 201
Burleson, Texas 76028

BEDC: Burleson 4A Economic Development Corporation
141 W Renfro St
Burleson, Texas 76028
Attn: Director of Development Services
Telephone: 817-426-9623
Email: _____

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
Attention: Burleson City Attorney
6000 Western Place
Suite 200
Fort Worth, Texas 76107
Email: toase@toase.com

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

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



16.11 Texas Government Code Verifications. Shipman verifies and certifies that it does not and during the duration of this Agreement will not:

- (A) do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2252, Subsection F, and Chapter 2270, as amended;
- (B) boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- (C) discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- (D) operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- (E) boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

16.12 Exhibit List.

- Exhibit A – Property Description
- Exhibit B – Concept Plan
- Exhibit C – Contract of Sale
- Exhibit D – Special Warranty Deed with Reverter Rights

[Signature pages to follow]



EXECUTED on the respective dates of acknowledgement, to be effective as of the Effective Date.

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

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on _____, 2026 by _____, known personally by me to be the _____ of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

Notary Public, State of Texas

APPROVED AS TO FORM AND LEGALITY:

City Attorney

EXECUTED on the respective dates of acknowledgement, to be effective as of the Effective Date.

Shipman Companies, LP,

a
Texas limited partnership, acting by and through its general partner, Shipman Management Group, LLC, a Texas limited liability company

By: 

Name: DAVID SHIPMAN

Title: Authorized Agent

Date: 1/29/26

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on Jan 29th, 2026 by David Shipman, known personally by me to be the Authorized Agent of Shipman Companies, LP, acting by and through its general partner, Shipman Management Group, LLC on behalf of said entity.

[Notary Seal]


Notary Public, State of Texas

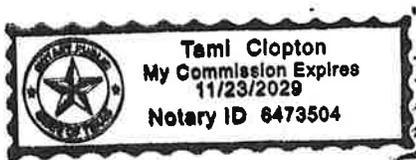




EXHIBIT A

Property Description

lls

Lot 12, Block 3, of the Original Town of Burleson Addition, an Addition to the City of
Burleson, Johnson County, Texas

EXHIBIT B

Concept Plan



EXHIBIT C

Contract of Sale

ill

CONTRACT OF SALE

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

THIS CONTRACT OF SALE (“Contract”) is made by and between the Burleson 4A Development Corporation, Texas, a Texas non-profit corporation located in Johnson and Tarrant Counties, Texas (“Seller) and Shipman Companies, LP, a Texas limited partnership (“Purchaser”) to be effective on the Effective Date as specified below. For convenience, Seller and Purchaser may be referred to hereinafter collectively as “parties” or individually as a “party.”

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for certain real property situated in Johnson County, Texas located at 114 W. Ellison, Burleson, Texas, and more particularly described on **Exhibit A**, which is attached hereto and incorporated herein for all purposes, together with all and singular the rights and appurtenances pertaining to the Property, (all of such real property; rights, excluding mineral rights; and appurtenances being referred to in this Contract as the “Property”), together with any improvements and fixtures situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

The purchase price for the Property shall be One Million One Hundred Thousand and No/Dollars (\$1,100, 000.00) (“Purchase Price”) to be paid by Purchaser to Seller.

ARTICLE III
EARNEST MONEY

Within three (3) business days after the Effective Date, Purchaser shall deliver the sum of Twenty-Five Thousand and No/Dollars (\$25,000.00) (“Earnest Money Deposit”) to Truly Title Company (“Title Company”), located at 101 NW Ellison Street, Suite 105, Burleson, Texas 76028. The Earnest Money Deposit shall be credited towards the Purchase Price, provided, however, that in the event Purchaser terminates this Contract as provided in Article IV or Article XI of this Contract, then the Title Company, upon receiving written notice of such termination, shall return the Earnest Money Deposit to Purchaser.

ARTICLE IV
PURCHASER'S RIGHTS AND OBLIGATIONS

The rights and obligations of Purchaser hereunder to consummate the transaction contemplated hereby are subject to the satisfaction of each of the following conditions, any of which may be waived in whole or in part by Purchaser at or prior to the Closing.



4.01 Title Commitment. Within thirty (30) days after the Effective Date of this Contract, Purchaser, at Purchaser's sole cost and expense, shall have the Title Company issue a preliminary title commitment covering the Property ("Title Commitment") accompanied by copies of all recorded documents relating to easements, rights-of-way, liens, etc., affecting the Property. The Title Commitment shall bind the Title Company to issue a Texas Owner's Policy of Title Insurance at the Closing on the standard form of policy prescribed by the Texas Department of Insurance. Purchaser shall give Seller written notice on or before the expiration of twenty (20) days after Purchaser receives the Title Commitment that the conditions of title as set forth in the Title Commitment are or are not satisfactory, and in the event Purchaser states that any conditions or exceptions to title are not satisfactory, Seller shall promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Purchaser. In the event Seller chooses not to or is unable to comply with Purchaser's written notice within twenty (20) days after receipt of such notice, this Contract may be terminated by Purchaser by providing written notice of termination to Seller. If Purchaser's written notice of objection to the Title Commitment is not received by Seller within the 20-day period, all conditions specified in the Title Commitment shall be deemed to be acceptable to Purchaser and any objection thereto shall be deemed to have been waived for all purposes.

4.02 Survey. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser a copy of the most recent existing surveys (the "Survey") of the lots or tracts comprising the Property in Seller's possession. If Purchaser or the Title Company requires a new Survey for any reason, the Purchaser shall pay for the cost of the new Survey. After delivery of the Survey, the legal description of the Property set forth in the Survey will be incorporated as the legal description of the Property and will be used in the deed and any other documents requiring a legal description of the Property. Purchaser will have twenty (20) days after receipt of the Survey to review and approve same. In the event any portion of the Survey is unacceptable to Purchaser, then Purchaser shall within the 20-day period, give Seller written notice of this fact. Seller shall, at Seller's option, promptly undertake to eliminate or modify all the unacceptable portions of the Survey to the reasonable satisfaction of Purchaser. In the event Seller chooses not to or is unable to comply with Purchaser's written notice within twenty (20) days after Seller's receipt of such notice, Purchaser may terminate this Contract by providing written notice of termination to Seller. Purchaser's failure to provide Seller with this written notice of termination within five (5) days of the expiration of Seller's 20-day compliance period shall be deemed to be Purchaser's acceptance of the Survey and any objection thereto shall be deemed to have been waived for all purposes.

4.03 Condition of Property. Purchaser acknowledges that Purchaser has inspected the Property, including all buildings and improvements as applicable, and is thoroughly familiar with their condition. Purchaser accepts the Property in its present "AS IS" condition and any changes caused by normal wear and tear before the Closing, but without waiving Purchaser's rights by virtue of Seller's representations expressed in this Contract.

4.04 Casualty Loss. All risk of loss to the Property shall remain upon Seller prior to the Closing. If, prior to the Closing, the Property shall be damaged or destroyed by fire or other casualty, to a material extent, Purchaser may either terminate this Contract by written notice to Seller or Close. If Purchaser elects to Close, despite said material damage or destruction, there shall be no reduction in the Purchase Price, and Seller shall assign to Purchaser Seller's right, title and interest in and to all insurance proceeds resulting or to result from said damage or destruction. Unless otherwise provided herein, the term "material" shall mean damage or destruction, the cost



of repairing which exceeds ten percent (10%) of the Purchase Price. In the event of less than material damage or destruction to the Property prior to the Closing, Seller shall either repair the same prior to the Closing, at Seller's expense, or reimburse Purchaser for the cost of repairing the same by assigning any insurance proceeds resulting therefrom to Purchaser and/or by allowing Purchaser to deduct such cost from the cash payable to Seller at the Closing. If the extent of damage or the amount of insurance proceeds to be made available is not able to be determined prior to the Closing date specified below, or the repairs are not able to be completed prior to said date, either party by written notice to the other, may postpone the date of the Closing to such date as shall be designated in such notice, but not more than thirty (30) days after the Closing date specified below.

4.05 Feasibility Period. . Purchaser may terminate this Contract for any reason within ninety (90) days after the Effective Date ("Feasibility Period") by providing Seller written notice of termination. In the event that Purchaser terminates this Contract during the initial Feasibility Period, Seller shall retain Five Hundred and NO/100 Dollars (\$500.00) the Earnest Money as independent consideration for Purchaser's unrestricted right to terminate, the remaining Twenty Four Thousand Five Hundred and No/100 Dollars (\$24,500) shall be returned to Purchaser. Any independent consideration paid by Purchaser will be credited to the Purchase Price upon Closing of the sale.

ARTICLE V
REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS OF SELLER

5.01 Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser to the best of Seller's knowledge as follows, which representations and warranties shall be deemed made by Seller to Purchaser as of the Effective Date of this Contract, as of the date of the Closing, and as of the date possession of the Property is given to Purchaser:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (b) Seller is the record owner of the Property and has the right and ability to convey to Purchaser good and marketable title in fee simple to the Property without the approval or participation of any other person and free and clear of any and all liens, encumbrances, conditions, assessments and restrictions. There is no litigation or other pending or threatened proceedings pertaining to ownership or title of the Property.
- (c) Except as otherwise disclosed in writing by Seller to Purchaser, the Property (including any improvements, if applicable) does not contain any Hazardous Substances other than lawful quantities properly stored in containers in compliance with applicable laws. Seller is not aware of any prior contamination or alleged contamination of Hazardous Substances on the Property that has not been disclosed to Purchaser in writing; nor is Seller aware of any pending or threatened proceedings, including lawsuits, arbitrations, and administrative hearings, instituted by a private party or by a governmental entity concerning any Hazardous Substances alleged to be or to have been present, contained, used, manufactured, handled, created, stored, treated, discharged, released, or buried on the Property or

transported to or from the Property. Hazardous Substances means any pollutants, toxic substances, oils, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Clean Water Act, as amended; or any other federal, state or local environmental law, ordinance, rule or regulation, whether existing as of the Effective Date or subsequently enacted.

- (d) Seller has disclosed to Purchaser any and all known conditions of a material nature with regard to the Property.
- (e) Seller has duly authorized the execution of this Contract and that the person signing this Contract on Seller's behalf has been duly authorized by Seller to sign this Contract.
- (d) Seller is aware that certain variances will be requested by Purchaser in order to achieve the Concept Plan including but not limited to Landscape, Glazing and Setback variances.

ARTICLE VI **REPRESENTATIONS OF PURCHASER**

Purchaser hereby represents and warrants as follows, which representations and warranties expressly shall survive closing:

6.01 **Authority.** Purchaser is a resident of or a legal entity registered in the State of Texas with authority to perform all of Purchaser's obligations under this Contract. This Contract is, and all documents required by this Contract to be executed and delivered to Seller at Closing will be, duly authorized, executed and delivered by Purchaser. At Closing, Purchaser will deliver such proof of corporate authority as Seller or the Title Company may reasonably request.

6.02 **Litigation.** Purchaser represents that there is, at the time Purchaser executes this Contract, no pending or threatened litigation or legal proceeding, including any proceeding under Chapters 7, 11, or 13 of the United States Bankruptcy Code, against Purchaser that might affect Purchaser's ability to perform its obligations under this Contract.

ARTICLE VII **SPECIAL ASSESSMENTS.**

7.01 If the Property is situated within a utility district or flood control district and is subject to the provisions of Section 49.52 of the Texas Water Code, then Seller shall give to Purchaser as part of the title documents the required written notice. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

7.02 If the Property is subject to mandatory membership in a property owner's association, Seller shall provide the name, address, and telephone number of the property owner's association and shall notify Purchaser of the current annual budget of the property owners' association, the current authorized periodic fees, dues, and/or assessments, and any contemplated



future assessments of which Seller is aware relating to the Property.

**ARTICLE VIII
BUILDING PRODUCTS, MATERIALS, OR METHODS AND
ECONOMIC DEVELOPMENT**

8.02 Purchaser hereby makes the following waiver in favor of Seller as it relates to building products, materials, and methods under Texas Gov't Code Ch. 3000:

- (a) **Regulations Regarding Building Products, Materials, or Methods.** In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Texas Gov't Code, Purchaser voluntarily consents to the application of all City of Burleson ("City") rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the Zoning District (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Purchaser voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.
- (b) Purchaser submitted a proposal seeking to purchase the Property and entered into that certain Economic Development and Performance Agreement dated _____ (the "Agreement") seeking to purchase the Property and to construct on the Property a two-story mixed use office, and commercial building as generally set forth in the Concept Plan attached as Exhibit B (the "Concept Plan") to the Agreement. The development of the Property will create significant new ad valorem tax base for the City and other taxing jurisdictions, will provide new employment opportunities, and will reduce the tax burden upon the residents of the City. Accordingly, Purchaser shall make a good faith effort to achieve the vision set forth in the Concept Plan. To that end, Purchaser agrees to construct the two-story building as set forth in the Approved Plan. The purpose of this paragraph shall be accomplished and satisfied upon pouring building foundation as generally set forth in the Approved Plans (as defined in the Agreement) acceptable to the City's building official. Purchaser agrees to Commence Construction (as that term is defined in the Agreement) on or before October 31, 2026.
- (c) The provisions this section shall survive closing and termination of the Agreement.



**ARTICLE IX
NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES.**

Seller notifies Purchaser under Section 5.010, Texas Property Code, as follows: If for the current ad valorem tax year, the taxable value of the land that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change.

**ARTICLE X
DISCLAIMERS; RELEASES; AS-IS SALE.**

PURCHASER HAS INSPECTED THE PROPERTY AND ACCEPTS IT AS-IS, AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY OR REPRESENTATION REGARDING THE PROPERTY OR ITS CONDITION, EXCEPT AS SET FORTH IN ARTICLE V ABOVE, OR OTHERWISE PROVIDED IN THIS CONTRACT. PURCHASER ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY OR REPRESENTATION THAT THE PROPERTY IS SUITABLE FOR PURCHASER'S INTENDED USE. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT, SELLER AND PURCHASER AGREE THAT PURCHASER IS TAKING THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY SELLER WITH RESPECT TO THE PROPERTY, ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. PURCHASER ACKNOWLEDGES THAT IT HAS BEEN OR WILL BE GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS PURCHASER MAY DESIRE OR DETERMINE WARRANTED, AND THAT PURCHASER DISCLAIMS ANY RELIANCE ON ANY REPRESENTATION, WARRANTY, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY SELLER OR ANY OF SELLER'S AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE, OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES, BUT PURCHASER IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES, OR TESTS OF THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING WITHOUT LIMITATION.



ARTICLE XI
CLOSING

11.01 **Closing Date.** The closing of this Contract (“Closing”) shall be held on or before April 1, 2026, or at such time and place as Seller and Purchaser may agree upon in writing (which date is herein referred to as the “Closing Date”). The parties may agree in writing to modify the Closing Date for any reason.

11.02 **Conditions at Closing.** The Closing and Purchaser’s obligations under this Contract to purchase the Property are expressly conditioned on the following:

- (a) Seller’s delivery to Purchaser at Closing of a duly executed and acknowledged Special Warranty Deed, acceptable to Purchaser, conveying good and marketable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, assessments, and restrictions other than as provided in this Contract;
- (b) Delivery to Purchaser of the Texas Owner’s Title Policy issued by the Title Company in the full amount of the Purchase Price, insuring Purchaser’s fee simple title to the Property, subject only to those title exceptions listed in this Article XI, if any, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title.
- (c) Seller’s execution of such documents and instruments reasonably requested by the Title Company to consummate the transactions contemplated herein; and
- (d) Seller’s delivery of possession of the Property to Purchaser upon Closing and Funding, including, if applicable, delivery of any keys and disclosure of any security codes for entry onto the Property.

11.03 **Failure of Conditions.** Should Seller fail to satisfy any of the conditions specified in paragraph 6.02 of this Contract, Purchaser shall have the right to terminate this Contract and to recover any amounts paid by Purchaser to Seller on account of Purchaser’s performance of this Contract, including the Earnest Money Deposit. The exercise of this right by Purchaser shall not, however, constitute a waiver of any other rights Purchaser may have against Seller for breach of this Contract. The Title Company shall be and is hereby irrevocably instructed by Seller on any such failure of condition and receipt of such notice from Purchaser by it to immediately refund to Purchaser all monies and instruments deposited by Purchaser with Title Company pursuant to this Contract.

11.04 **Taxes.** Any taxes or other assessments against the Property as of the Closing Date shall be paid by Seller on or before Closing.

11.05 **Closing Costs.** All costs and expenses of Closing in consummating the sale and purchase of the Property shall be borne and paid by evenly by Seller and Purchaser, excluding releases of existing liens, release of Seller’s loan liability, and any taxes due prior to Closing.



ARTICLE XII
REAL ESTATE COMMISSIONS

It is understood and agreed that no real estate brokers were involved in the negotiation and consummation of this Contract, and that no commission is to be payable in cash at the Closing. If this Contract is terminated for any reason prior to Closing, the parties agree that there will be no commission due or payable hereunder. TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY FROM ANY AND ALL LIABILITY FOR THE PAYMENT OF REAL ESTATE COMMISSIONS THAT MAY ARISE AS A RESULT OF THE NEGOTIATION AND CONSUMMATION OF THIS CONTRACT BY THE PARTIES. THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

ARTICLE XIII
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except because of Purchaser's termination of this Contract or because of Purchaser's default, Purchaser may either terminate the Contract, enforce specific performance of this Contract, or seek any other remedies available at law, in equity, or by statute. Seller's misrepresentation of any representation or warranty under Article V of this Contract or failure to comply with the terms of Article XI of this Contract shall constitute a default of this Contract by Seller.

ARTICLE XIV
BREACH BY PURCHASER

If Purchaser shall fail to consummate this Contract for any reason, except Seller's default or the termination of this Contract pursuant to a right to terminate given herein, Purchaser shall be in default and Seller may at its sole and exclusive remedy have the Earnest Money Deposit paid to Seller by the Title Company as liquidated damages for the breach. The payment of such deposit shall thereby release Purchaser from any further obligation under this Contract.

ARTICLE XV
MISCELLANEOUS

15.01 **Effective Date.** The effective date of this Contract will be the date the last party executes the Contract. If the final date of any period falls upon a Saturday, Sunday, or legal holiday under the laws of the State of Texas, or upon a date when the office of the Title Company is closed for other reasons, then in such event the time of such period shall be extended to the next day which is not a Saturday, Sunday, or legal holiday under the laws of the State of Texas, when the Title Company's office is open.

15.02 **Survival of Covenants.** Any of the representations, warranties, covenants, obligations, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the Closing Date of the transactions contemplated hereby shall survive the Closing.



15.03 **Notices.** All notices required or permitted to be sent hereunder shall be delivered in person, by courier or overnight delivery service or by depositing same in the United States mail, return receipt requested. Such notices shall be deemed delivered on the date received and shall be delivered to the parties at the address listed below the parties' signature to this Contract.

15.04 **Governing Law and Venue.** This Contract shall be construed under and governed by and in accordance with the substantive laws of the State of Texas, notwithstanding any choice-of-law provisions thereof. All obligations of the parties created by this Contract are fully performable in Johnson County, Texas. Venue in any suit or cause of action under this Contract shall lie exclusively in Johnson County, Texas.

15.05 **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

15.06 **Severability.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Contract, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

15.07 **Entirety.** This Contract constitutes the sole and only agreement of the parties regarding the subject matter of this Contract and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter of this Contract.

15.08 **Amendment.** This Contract may not be modified or amended unless such modification or amendment is in writing and signed by both parties.

15.09 **Time.** In this Contract, time is of the essence and compliance with the times for performance is required.

15.10 **Assignment.** This Contract or any obligation of a party hereunder may not be assigned by any party without the express written consent of the other party to the Contract.

15.11 **No Waiver.** The failure of a party to enforce a right under this Contract shall not be construed to waive such party's right to enforce any other rights under this Contract. Nothing in this Contract shall be construed to waive Purchaser's governmental immunity under Texas law.

15.12 **Captions.** The captions to the various provisions of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

15.13 **Attorney's Fees/Court Costs.** The prevailing party in any legal proceeding brought under or with respect to the transaction described in this Contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

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15.14 **Integration.** This Contract contains the complete agreement between the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations, or warranties that are not expressly set forth herein.

15.15 **Survival.** The terms and conditions of this Contract and all representations, warranties, covenants, and agreements made by Seller shall survive the closing of this transaction, and shall not merge herein.

15.16 **Binding Effect.** This Contract shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors, and assigns and shall be construed under the laws of the State of Texas.

15.17 **Rules of Construction.** The parties acknowledge and agree that this Contract is the product of negotiation and compromise, and that both parties have consulted legal counsel in the negotiation of this Contract, and that this Contract shall not be construed against the other party, but all other rules of contract construction shall apply.

Signature Pages to Follow



SELLER:

Burleson 4A Economic Development Corporation

By: _____

Name: _____

Title: _____

Date: _____

ADDRESS: 141 W. Renfro
Burleson, Texas 76028

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Before me, the undersigned authority in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the President of the Burleson 4A Economic Development Corporation and that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

EXHIBIT A

Property Description

ms

Lot 12, Block 3, of the Original Town of Burleson Addition, an Addition to the City of
Burleson, Johnson County, Texas

EXHIBIT D

Special Warranty Deed with Reverter Rights

lls

SPECIAL WARRANTY DEED OF REVERTER RIGHTS

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

The Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City of Burleson ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by Shipman Companies, LP, a Texas limited liability company ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and easements described below, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee the real property located in Johnson County, Texas, described on EXHIBIT A (the "**Property**"), attached hereto, together with Grantor's rights, title, and interest in all rights, privileges, and appurtenances pertaining thereto (the "**Ancillary Rights**"), but excluding any right, title and interest of Grantor in and to adjacent streets, easements, alleys or right-of-way. The Property and Ancillary Rights are conveyed without the express or implied warranties in Section 5.023 of the Texas Property Code.

This conveyance is made by Grantor and accepted by Grantee subject to the permitted encumbrances shown on EXHIBIT B, which is incorporated herein in its entirety.

Grantor, for the consideration described above grants, sells, and conveys to Grantee the Property "as-is", together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are expressly excluded.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor waives and conveys to Grantee the right of ingress and egress to and from



the surface of the Property relating to the portion of the mineral estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the surface of the Property at depths of and below five hundred feet (500') and further provided the same do not disturb the surface of the Property or any improvements now or hereafter situated thereon.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of a perpetual subsurface easement under and through the Property at depths of and below five hundred feet (500') for the placement of an unlimited number of well bores from oil or gas wells the surface locations of which are situated on tracts of land other than the Property, for the purpose of developing oil, gas and other minerals in and under the Property and/or any other lands, regardless of whether such other lands are pooled with or located near the Property.

(a) Right of Reverter. Grantor and Grantee have entered into a Contract of Sale executed to be effective on _____, 2026 (the "Contract"), and an Economic Development and Performance Agreement effective on _____, 2026 (the "Agreement"), which are incorporated herein by reference and which also include development obligations of Grantee. Pursuant to the Agreement, Grantee shall Commence Construction, as that term is defined in the Agreement, for the building as generally set forth in the Approved Plan, as that term is defined in the Agreement, acceptable to the City of Burleson building official on or before October 31, 2026. If Grantee fails to Commence Construction acceptable to the City of Burleson building official on or before October 31, 2026, Grantor shall have the right to re-enter and take possession of the Property and declare a termination in favor of Grantor of the title, and of all the rights, title and interests in the Property. Such title, and all rights, title and interests to the Property (including without limitation all appurtenant rights and interests thereto and all improvements made by Grantee thereon) shall revert to Grantor after notice from the Grantor to Grantee ("Notice of Reversion") and the Grantee shall be required to repay Grantor all amounts received by Grantee from Grantor less any actual costs incurred by Grantee specifically for the Asbestos Remediation and Removal and the Demolition of the premises and the agreed upon costs incurred in conjunction therewith (less any outstanding taxes assessed, or liens against, the Property and less any Development Grant payments paid to Grantee under the Agreement). Grantor's recordation of the Notice of Reversion in the Johnson County, Texas, Real Property Records (the "Reverter") shall be evidence of the Reverter without any further action on the part of either party.

(b) Reverter Rights are Covenants Running with Land. Grantor hereby establishes the reverter rights as covenants, conditions, and restrictions upon the Property. Grantor and Grantee stipulate that (i) each touches and concerns the Property; (ii) privity of estate exists by reason of the ownership of the Property; and (iii)



notice is given by recording this instrument in the Johnson County, Texas, Real Property Records. The foregoing rights, covenants, and restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor and Grantee and their successors and assigns forever.

(c) Termination of Grantor's Reverter Rights. The Grantor will release the Reverter if Grantee timely Commences Construction as generally set forth in the Approved Plan and Agreement, or otherwise by mutual written agreement of the Grantor and Grantee. Grantor shall file a "Release of Reverter" evidencing such termination in the Johnson County, Texas, Real Property Records.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made for the rights to use subsurface reservoirs and pore space in which to inject, dispose, sequester and/or store oil, gas and other minerals located in, on or under the Property but only to the extent, in each case that any such use, injection, disposal, storage, sequestration or storage must be accomplished without disturbing the surface of the Property or any improvements now or hereafter situated thereon and in compliance with all applicable laws.

All taxes and other assessments assessed against the Property for the year 2026 have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantor, except where exempt.

TO HAVE AND TO HOLD the Property, subject to the matters set forth above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

[SIGNATURE PAGES TO FOLLOW]



EXECUTED to be effective the ____ day of _____.

GRANTEE:

SHIPMAN COMPANIES, LP, acting by and through its general partner, Shipman Management Group, LLC

By: *[Signature]*

Name: DAVID SHIPMAN

Title: Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID SHIPMAN, the Authorized Agent of Shipman Companies, LP, acting by and through its general partner, Shipman Management Group, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of January, 2026.

[SEAL]



[Signature]
Notary Public in and for the State of Texas

Tami Clopton
Printed/Typed Name of Notary
My Commission Expires: 11/23/29

[Handwritten mark]

GRANTOR:

**BURLESON 4A ECONOMIC DEVELOPMENT
CORPORATION,**
a Texas nonprofit corporation

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of the Burleson 4A Economic Development Corporation, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 202__.

[SEAL]

Notary Public in and for the State of Texas

Printed/Typed Name of Notary
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

WMS

Lot 12, Block 3, of the Original Town of Burleson Addition, an Addition to the City of
Burleson, Johnson County, Texas

EXHIBIT B

PERMITTED ENCUMBRANCES

MS

City Council Regular Meeting

DEPARTMENT: Finance

FROM: Kevin Hennessey, Deputy Director of Finance

MEETING: February 16, 2026

SUBJECT:

Consider and take possible action on a 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 the revenues by \$1,492,975 and the appropriations in the amount of \$373,778; and time is of the essence. (First and Final Reading) (*Staff Contact: Kevin Hennessey, Deputy Director of Finance*)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>High Performing City Organization Providing Exceptional, People Focused Services</p>	<p>1.4 Be a responsible steward of the city’s financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning,</p>

SUMMARY:

Amending the City budget for the Fiscal Year 2025-2026 by updating the revenues in the Chisenhall Sports Complex Fund (\$1,492,975) and increasing the operating expenditure budget for SFC management (\$406,063), the corresponding reduction in the 4B Fund transfer to the Chisenhall Sports Complex Fund (-\$107,285), and moving the Fourth of July event budget of (\$75,000) from the Hotel Motel Tax Fund to the 4B Fund as a result of an internal audit of Hotel Motel Tax expenditures.

RECOMMENDATION:

Approve the minute order ratifying the 4B Corporation action.

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

On August 18, 2025, the 4B Board approved the budget and Capital Improvement Plan.

On September 2, 2025, the City Council held a public hearing and conducted the first reading of the City’s FY 2025-2026 annual budget with the five-year Capital Improvement Plan (CIP).

On September 8, 2025, the City Council approved the second reading of the City’s 2025-2026 annual budget with the five-year Capital Improvement Plan (CIP).

On October 20, 2025, the 4B Board approved an amendment to the annual operating and five-year Capital Improvement Plan (CIP).

On October 20, 2025, the City Council approved a budget amendment.

On December 15, 2025, the 4B Board approved an amendment to the annual operating budget to accommodate encumbrance rollovers from FY 2024-2025.

On December 15, 2025, the City Council approved an amendment to the annual operating budget to accommodate encumbrance rollovers from FY 2024-2025.

REFERENCE:

CSO#5910-09-2025

FISCAL IMPACT:

Fund	Proposed Revenues	Proposed Expenditures
Chisenhall Sports Complex Fund	1,492,975	406,063
4B Fund	-	(32,285)
Total Impact	1,492,975	373,778

STAFF CONTACT:

Kevin Hennessey
 Deputy Director of Finance
KHennessey@burlesontx.com
 817-426-9648



Fiscal Year 2025-2026 Mid-Year Budget Amendment

PRESENTED TO THE COMMUNITY SERVICE DEVELOPMENT CORPORATION (TYPE B) ON
FEBRUARY 16, 2026

Overview



Total Fiscal Impact of the Budget Amendment



Purpose of the Budget Amendment by Fund



Fiscal Impact of the Budget Amendment by Fund

Fiscal Impact of the Budget Amendment

Fund	Proposed Revenues	Proposed Expenditures
Chisenhall Sports Complex Fund	1,492,975	406,063
4B Fund	-	(32,285)
Total Impact	1,492,975	373,778

Revised Budget



	Pro Forma	Year 1 Budget	\$ Pro Forma vs Year 1 Budget
Revenue	\$979,628	\$1,492,975	\$513,347
Cost of Goods Sold	\$357,972	\$540,674	\$182,702
Total Operating Expenses	\$1,151,412	\$1,374,773	\$223,361
EBITDA	-\$529,757	-\$422,472	\$107,285

Chisenhall Sports Complex Fund

Base Salaries - (\$4,809)

Hourly Staff Payroll- \$183,682

Other Operating Expenditures - \$44,488

Cost of Goods Sold - \$182,702

Chisenhall Sports Complex Fund

Department	Account	Proposed Revenue	Proposed Expenditure	Description
Athletic Fields	Rentals	635,413	-	Tournament and Rentals
Athletic Fields	Concessions	777,562	-	Concession Revenue
Athletic Fields	Other Revenue	80,000	-	Sponsorships, Retail, Rebates, Etc.
Athletic Fields	Salaries	-	(9,847)	Manager base salary
Athletic Fields	FICA Taxes	-	5,038	FICA Taxes
Athletic Fields	Total Proposed Budget Amendment	-	228,170	Hourly staff, and other expenses
Athletic Fields	Cost of Sale	-	182,702	Increased Cost of Goods Sold
	Total Proposed Budget Amendment	1,492,975	406,063	

4B Fund

Expanded Fourth of July event -

\$75,000

Transfer out to Chisenhall Sports Complex Fund - (\$107,285)

4B Fund

Department	Account	Proposed Revenue	Proposed Expenditure	Description
4B Special Events	Project/Event/Meeting Exp	-	75,000	Moving appropriation of the event from Hotel/Motel Tax Fund
BCDC 4B Sales Tax SRF	Transfer to PPF	-	(107,285)	Transfer to PPF
	Total Proposed Budget Amendment	-	(32,285)	

Recommendation / Action Requested

Move to approve a resolution requesting a Mid-Year Budget Amendment to increase the revenues by \$1,492,975 and the appropriations in the amount of \$373,778 in various funds to accommodate operating needs for Fiscal Year 2025-2026.

Questions / Comments



Burleson Community Service Development Corporation
Resolution _____

WHEREAS, the Burleson Community Service Development Corporation, known as the “Type B Corporation”, was incorporated and certified in June 1993 under the authorization of the Development Corporation Act of 1979; and

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

WHEREAS, on August 18, 2025, the Board of Directors of the Type B Corporation (“Board”) approved a budget for Fiscal Year 2025-2026 in approving Resolution 4B081825AnnualBudget (the “Original Budget”); and

WHEREAS, the City Council of the City of Burleson later ratified the Type B Corporation’s action to approve the Original Budget; and

WHEREAS, on October 20, 2025, and December 15, 2025, the Board approved amendments to the Original Budget through resolutions (the “Budget”); and

WHEREAS, the City Council of the City of Burleson later ratified the Type B Corporation’s actions to approve the Budget amendments; and

WHEREAS, the Board has reviewed a proposed amendment to the Budget attached hereto as Exhibit A and incorporated herein by reference for all purposes (the “Amended Budget”); and

WHEREAS, the Board finds that the Amended Budget sets forth the use of tax proceeds for the upcoming fiscal year, which includes promotional expenses, administrative expenses and other expenses that are incident to placing projects of the Type B Corporation into operation, costs of projects of the Type B Corporation, including payments of bonds or other obligations, and maintenance and operating expenses of projects of the Type B Corporation previously approved at an election; and

WHEREAS, the Board finds that the use of the tax proceeds as described in the Amended Budget meets the requirements of Sections 501.152 and 505.103 and Subchapter G of Chapter 505 of the Texas Local Government Code, specifically Sections 505.302 and 505.303; and

WHEREAS, the Board desires to approve the Amended Budget, and finds the Amended Budget will further the purposes of the Type B Corporation.

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

Section 1.

The Amended Budget is hereby adopted; and there is hereby appropriated from the funds indicated such projects, operations, activities, purchases, and other expenditures as proposed in the Amended Budget. In addition to those amounts set forth in the Budget, the Type B Corporation authorizes the transfer or expenditure of Type B sales tax revenue in FY 2025-2026 for the following purposes set forth in the Amended Budget as set forth in the following funds below:

1. Increasing appropriations in the City Chisenhall Sports Complex Fund in the amount of \$406,063; and
2. Decreasing appropriations in the City 4B Fund in the amount of \$32,285.

Additionally, the Type B Corporation anticipates revenues to the City Chisenhall Sports Complex Fund in the amount of \$1,492,975.

Section 2.

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

Section 3.

The Secretary of the Type B Corporation is hereby directed to publish notice of this action following ratification by the City Council as required by law.

Passed and Approved and **SO RESOLVED** this ___ day of _____, 20_____.

Signed:

Attest:

President of Type B Corporation

Secretary of the Type B Corporation

Exhibit "A"

Fund	Proposed Revenues	Proposed Expenditures
Chisenhall Sports Complex Fund 4B Fund	1,492,975	406,063
	-	(32,285)
Total Impact	1,492,975	373,778

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: January 5, 2026

SUBJECT:

Consider and take possible action on a minute order for the spending authorization for salaries for Sports Facility Management (CSO#5948-10-2025) in the amount of \$919,108. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Great Place to Live Through Expanded Quality of Life Amenities</p>	<p>4.2 Provide high-quality recreation opportunities, events and facilities for residents</p>

SUMMARY:

The City Council previously approved a five-year agreement with Sports Facilities Companies (SFC) for the daily operations of Chisenhall Sports Complex. As part of this agreement, SFC is responsible for staffing and operating the facility, with the City funding salaries and benefits for those positions.

The purpose of this item is to authorize year-one staffing expenditures in the amount of \$919,108, which reflects SFC’s detailed operating budget developed following the transition from the initial pro forma approved by Council. While the original pro forma was based on market analysis, comparable facilities, and industry benchmarks, the year-one budget reflects a refined, month-by-month operational approach informed by early booking activity, operational needs, and current market conditions.

As operations were further evaluated, projected revenues for tournaments, field rentals, and concessions increased significantly above pro forma estimates, indicating higher-than-anticipated utilization of the complex. To support this increased activity and service level,

staffing needs and associated labor costs also increased. These adjustments reflect operational scaling tied directly to revenue-generating activity rather than a change in the overall financial objectives previously approved by Council.

Even with higher labor expenses, the updated year-one budget reflects improved overall financial performance compared to the original pro forma, as increased revenues more than offset the additional costs. Authorization of the proposed staffing expenditure allows SFC to effectively manage operations, maintain service quality, and support the higher level of use at Chisenhall Sports Complex while remaining aligned with the City's long-term financial and operational goals.

RECOMMENDATION:

Approval as presented

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

October 6, 2025 – City Council authorized a 5-Year contract with SFM

REFERENCE:

CSO#5948-10-2025

FISCAL IMPACT:

Proposed Expenditure/Revenue:\$919,108
Account Number(s):
Fund: Chisenhall

STAFF CONTACT:

Jen Basham
Director of Parks and Recreation
jbasham@burllesontx.com
817-426-9837

Chisenhall Salary Authorization

CITY COUNCIL, JANUARY 5, 2025

STAFF CONTACT: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

Background

Council provided direction to pursue the possibility of third-party management of Chisenhall Sports Complex

The RFP was issued January 31, 2025

The RFP closed March 26, 2025

The City received 3 respondents for management services and interviewed 2 companies the week of April 7, 2025

Staff is recommended proceeding with Sports Facilities Companies as our firm

The SFC model allows for the City to retain control of the complex

The City entered into a due diligence contract in the amount of \$45,000 to determine the feasibility of the project that will be included in the mid-year budget adjustments

Over the past month staff has worked with SFC and BYA to determine the feasibility of entering into an agreement

Staff presented the proposal to City Council on August 18 and received a recommendation to proceed with SFC

Council approved the contract with SFM to manage Chisenhall on October 6.

Total Payroll Summary		Year 1	Year 2	Year 3	Year 4	Year 5
Mgmt	General Manager	\$125,000	\$130,000	\$135,200	\$140,608	\$146,232
Mgmt	Events Manager	\$45,000	\$46,800	\$48,672	\$50,619	\$52,644
Mgmt	Facilities Manager	\$50,000	\$52,000	\$54,080	\$56,243	\$58,493
Mgmt	Food & Beverage Manager	\$60,000	\$62,400	\$64,896	\$67,492	\$70,192
Mgmt	Assistant Food & Beverage Managers	\$0	\$0	\$0	\$0	\$0
Mgmt	Finance Manager	\$65,000	\$67,600	\$70,304	\$73,116	\$76,041
Support	Admin Support	\$20,000	\$20,800	\$21,632	\$22,497	\$23,397
Subtotal Management Payroll		\$365,000	\$379,600	\$394,784	\$410,575	\$426,998
Staff	Outdoor Rental Baseball/Softball Tournament Staff	\$22,550	\$30,420	\$42,030	\$48,510	\$52,889
Staff	Gate Staff	\$10,815	\$11,655	\$14,963	\$15,960	\$16,958
Staff	Outdoor Field Rental Staff	\$5,289	\$5,478	\$4,813	\$5,054	\$5,572
Staff	Food & Beverage Staff	\$134,142	\$203,893	\$278,261	\$305,206	\$332,184
Staff	Retail Staff	\$3,828	\$4,109	\$5,162	\$5,495	\$5,830
Subtotal Sport Admin Staff		\$176,623	\$255,555	\$345,229	\$380,225	\$413,432
Payroll Subtotal		\$541,623	\$635,155	\$740,013	\$790,800	\$840,430
	Incentive Pool	\$9,796	\$13,166	\$17,521	\$19,422	\$21,168
	Payroll Services	\$16,249	\$19,055	\$22,200	\$23,724	\$25,213
	Payroll Taxes/Benefits	\$97,492	\$114,328	\$133,202	\$142,344	\$151,277
Payroll Taxes/Benefits/Bonus Totals		\$123,537	\$146,549	\$172,924	\$185,490	\$197,659
Total Payroll Cost		\$665,161	\$781,704	\$912,937	\$976,290	\$1,038,089

SFM Pro Forma
As presented to Council in September of 2025

Authorization

Projected cost of wages and benefits: \$919,108

Pro Forma vs. Year One Budget – Revenue & Expense Context

Year One revenue is projected at \$1.49 million, exceeding the original pro forma by \$513,347, reflecting higher-than-anticipated activity after on-the-ground operations began.

- **Concessions Revenue:** \$777,563 projected vs. \$447,140 pro forma (+\$330,423 / +73%)
- **Tournament Fees & Field Rentals:** \$636,413 projected vs. \$434,173 pro forma (+\$201,240 / +46%)

To support this increased level of use and service demand, cost of goods sold and operating expenses are anticipated to increase, primarily driven by staffing and operational needs tied to revenue-generating activity.

Even with higher expenses, the overall financial position improves, with EBITDA performing \$107,285 better than originally projected, demonstrating that revenue growth is offsetting additional costs.

Salary Management Positions	Wage Total
General Manager	\$125,000
Events Manager	\$45,000
Facilities Manager	\$70,000
Food & Beverage Manager	\$60,000
Food & Beverage Coordinator	\$41,600
Finance Manager	\$80,000
Salary Management Total	\$421,600
Grounds Labor	\$100,790
Hourly Labor	\$245,200
Emp. Tax, Benefits, Other	\$151,518
Total Labor	\$919,108

Pro Forma vs Updated Projections

	Pro Forma	Year 1 Budget	\$ Pro Forma vs Year 1 Budget
Revenue	\$979,628	\$1,492,975	\$513,347
Cost of Goods Sold	\$357,972	\$540,674	\$182,702
Total Operating Expenses	\$1,151,412	\$1,374,773	\$223,361
EBITDA	-\$529,757	-\$422,472	\$107,285
One time start up	\$364,740	\$364,740	\$0
Total Tournament & Rentals	\$434,173	\$635,413	\$201,240
Concessions	\$447,140	\$777,563	\$330,423

Minute Order Authorization

Approval of a minute order for the spending
authorization for SFC salaries in the amount of

\$919,108

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: February 16, 2026

SUBJECT:

Consider and take possible action on a five-year contract with Vertosoft, LLC for the purchase of Amilia SmartRec recreation software through Omnia Partners, Contract 159574 in the amount of \$193,333.35. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

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 Parks and Recreation Department is requesting approval to renew its recreation management software contract with Amilia SmartRec for an additional five-year term, effective March 1, 2026 through February 28, 2031.

Amilia SmartRec provides the department’s primary platform for recreation program registration, facility reservations, memberships, and online payments. The system supports daily operations across Parks and Recreation and provides residents with a user-friendly way to register for programs and services.

The proposed renewal maintains the City on Amilia’s Plus Plan at a cost of \$38,666.67 annually, for a total contract value not to exceed \$193,333.35 over five years. This purchase is being made through Omnia Partners, contract number 159574, in accordance with Texas Local Government Code Chapter 271, Subchapter F. Cooperative contracts are competitively solicited on behalf of multiple governmental entities, and the City may utilize these contracts to achieve cost savings and efficiency. The City’s existing memberships and historical data are stored within the current system, and transitioning to a different platform would result in a significant

cost impact. Staff has confirmed that the cooperative contract was procured in compliance with applicable requirements. In addition, Purchasing compared the proposed vendor's pricing with available cooperative contracts from DIR, BuyBoard, and TIPS, and concluded that the recommended vendor offers the best value to the City.

The contract includes:

- Secure payment processing
- Data protection and privacy standards
- Guaranteed system uptime and customer support service levels
- Continued access to platform enhancements and technical support

Approval of this item will ensure continuity of service, maintain operational efficiency, and provide accessible, modern recreation services to the community.

Key Contract Details

- Vendor: Amilia Technologies USA Inc.
- Term: 5 years (March 1, 2026 – February 28, 2031)
- Annual Cost: \$34,800
- Total Contract Value: Not to exceed \$193,338.35.
- Support & Reliability:
 - 99.5% uptime commitment
 - Phone, email, and live chat support
- Security:
 - Data protection and breach notification requirements included

RECOMMENDATION:

Approve as presented.

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

Current Amilia Contract: March 1, 2021 – February 28, 2026

REFERENCE:

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$193,333.35.
Account Number(s): 6108001-63506
Fund: Support Services Fund
Account Description: Computer Software M & R
Procurement Method: OMNIA Partners

STAFF CONTACT:

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



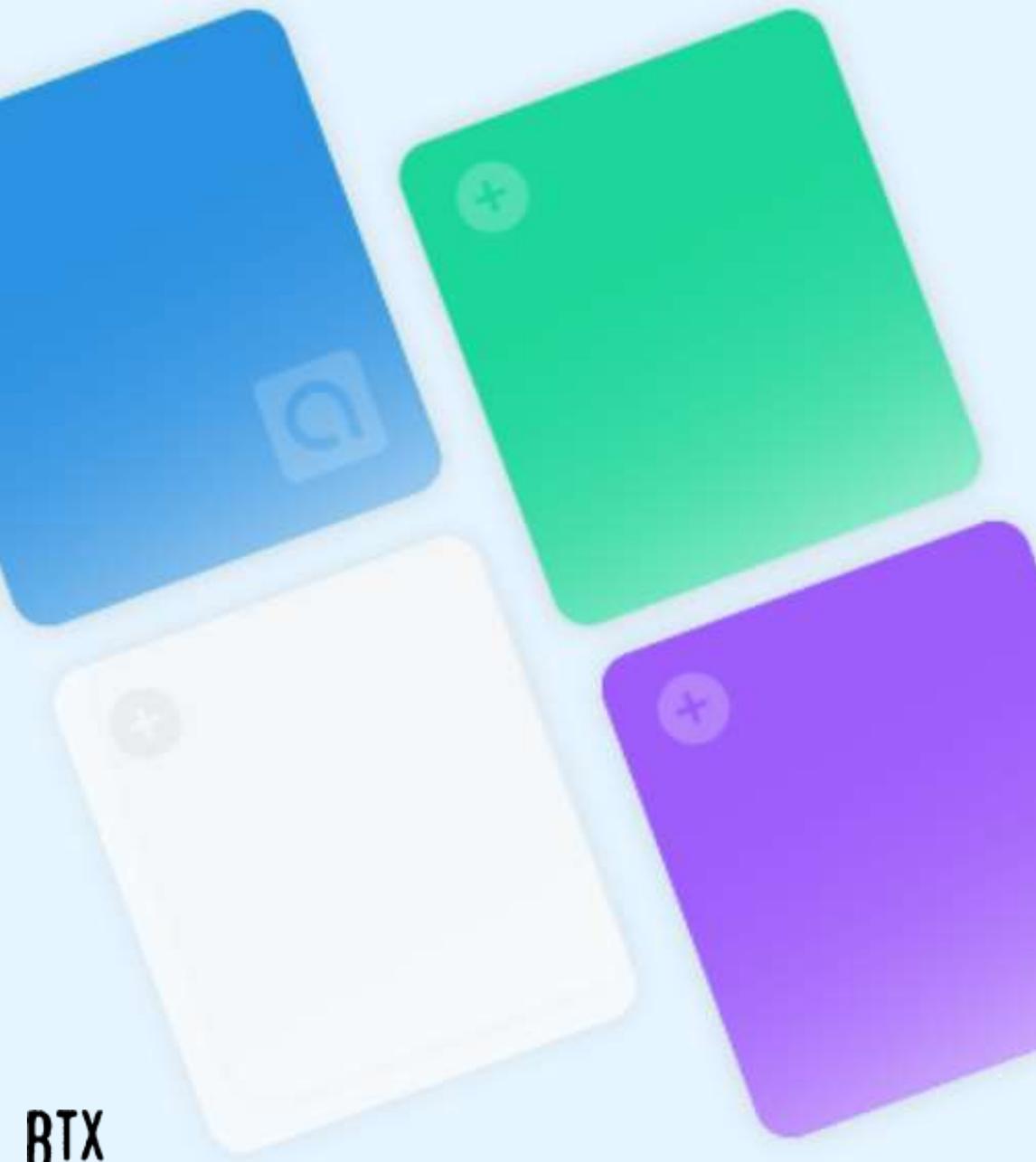
AMILIA SMARTREC CONTRACT RENEWAL

City Council: February 16, 2026

Staff Presenter: Jen Basham, Director of Parks and Recreation

BACKGROUND

- Current Contract:
 - March 1, 2021 – February 28, 2026
 - Total 5-year contract: \$161,000
- Existing Credit Card Fees:
 - All Credit Cards - 2.50% & \$0.30/transaction
 - eCheck / ACH - 0.50%/transaction & \$0.25/authorization
- Credit Card Fee Annual Budget: \$75,000



WHY THIS MATTERS

- Supports all recreation registrations, memberships, and facility bookings
- Critical system for daily Parks & Recreation operations
- Provides residents with 24/7 online access to services





WHAT'S BEING REQUESTED

- Five-year contract renewal with Amilia SmartRec with renewal options
- Total contract not to exceed \$193,333.35 purchased through Omina Partners
- Credit Card processing fees estimated at \$398,186 for the term of the contract
 - Explored a fee pass-through option; Amilia is resolving system issues and anticipates a resolution by fall 2026. This will be brought back for future consideration.

FINANCIAL IMPACT

- \$38,666.67 per year for software access, not to exceed \$193,333.35 over the five-year contract
 - The contract includes an initial five-year term with renewal options
- New Credit Card Processing Fees:
 - Visa, MasterCard, Discover - 2.50% & \$0.30/transaction
 - AMEX – 3.5% & \$0.30/transaction
 - eCheck / ACH - 0.50%/transaction & \$0.30/authorization
- Credit card processing fees are budgeted separately, estimated at \$398,000 total for the five-year contract
 - Current Annual Budget: \$75,000
 - Anticipated 3% annual increase to reflect growth in transactions and small increase to processing fees



BENEFITS & SOFTWARE UPDATES

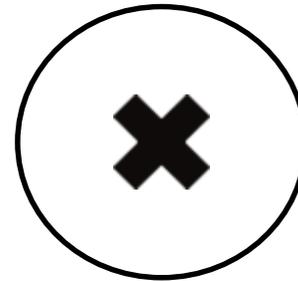


- Expanded Self-Service
 - Improving online registration and membership
- Membership Simplification
 - Reviewing a streamlined membership model
- New Analytics Tools
 - Launching SmartRec Analytics dashboards for:
 - Sales and revenue trends
 - Member retention
 - Demographics
 - Facility access scans
 - Included in renewal package at no additional cost
- Improved Payment Management
 - Introducing automation for failed payment retries
 - New Accounts Receivable by Invoice Item report activated

CONTRACT DIRECTION / QUESTIONS



Approve a five-year contract renewal with Amilia SmartRec, in an amount not to exceed **\$193,333.35**, purchased through Omnia Partners.

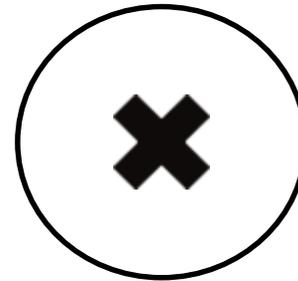


DENY

CREDIT CARD FEES DIRECTION / QUESTIONS



Approve authorization of credit card processing fees associated with Amilia SmartRec, in an amount estimated at **\$398,186** for the five-year term of the contract.



DENY

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: February 16, 2026

SUBJECT:

Consider and take possible action on a minute order authorizing payment processing fees for the Amilia SmartRec recreation software services with Vertosoft, LLC through Omnia Partners, Contract 159574, in the amount of \$398,186 over five years. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

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</p>

SUMMARY:

The Parks and Recreation Department is requesting Council ratification of the authorization to renew its recreation management software contract with Amilia SmartRec for an additional five-year term, effective March 1, 2026 through February 28, 2031.

Amilia SmartRec provides the department’s primary platform for recreation program registration, facility reservations, memberships, and online payments. The system supports daily operations across Parks and Recreation and provides residents with a user-friendly way to register for programs and services.

This purchase is being made through Omnia Partners, contract number 159574, in accordance with Texas Local Government Code Chapter 271, Subchapter F. Cooperative contracts are competitively solicited on behalf of multiple governmental entities, and the City may utilize these contracts to achieve cost savings and efficiency. The City’s existing memberships and historical data are stored within the current system, and transitioning to a different platform would result in a significant cost impact. Staff has confirmed that the cooperative contract was procured in

compliance with applicable requirements. In addition, Purchasing compared the proposed vendor's pricing with available cooperative contracts from DIR, BuyBoard, and TIPS, and concluded that the recommended vendor offers the best value to the City.

An annual budget increase of up to 3% is requested to account for inflation, projected growth in online transactions, and an increase to processing fees.

Key Details

- **Payment Processing Fees:**
 - Year 1 Budget: \$75,000
 - Total Contract Budget (3% escalation): \$398,186
 - Credit cards: 2.5% + \$0.30 per transaction
 - AmEx: 3.5% + \$0.30
 - ACH/eCheck: 0.5% + \$0.30

RECOMMENDATION:

Approve as presented.

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

Current Amilia Contract: March 1, 2021 – February 28, 2026

REFERENCE:

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$398,186
Account Number(s): 2035004-66020
Fund: PPF
Account Description: Bank Charges
Procurement Method:

STAFF CONTACT:

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



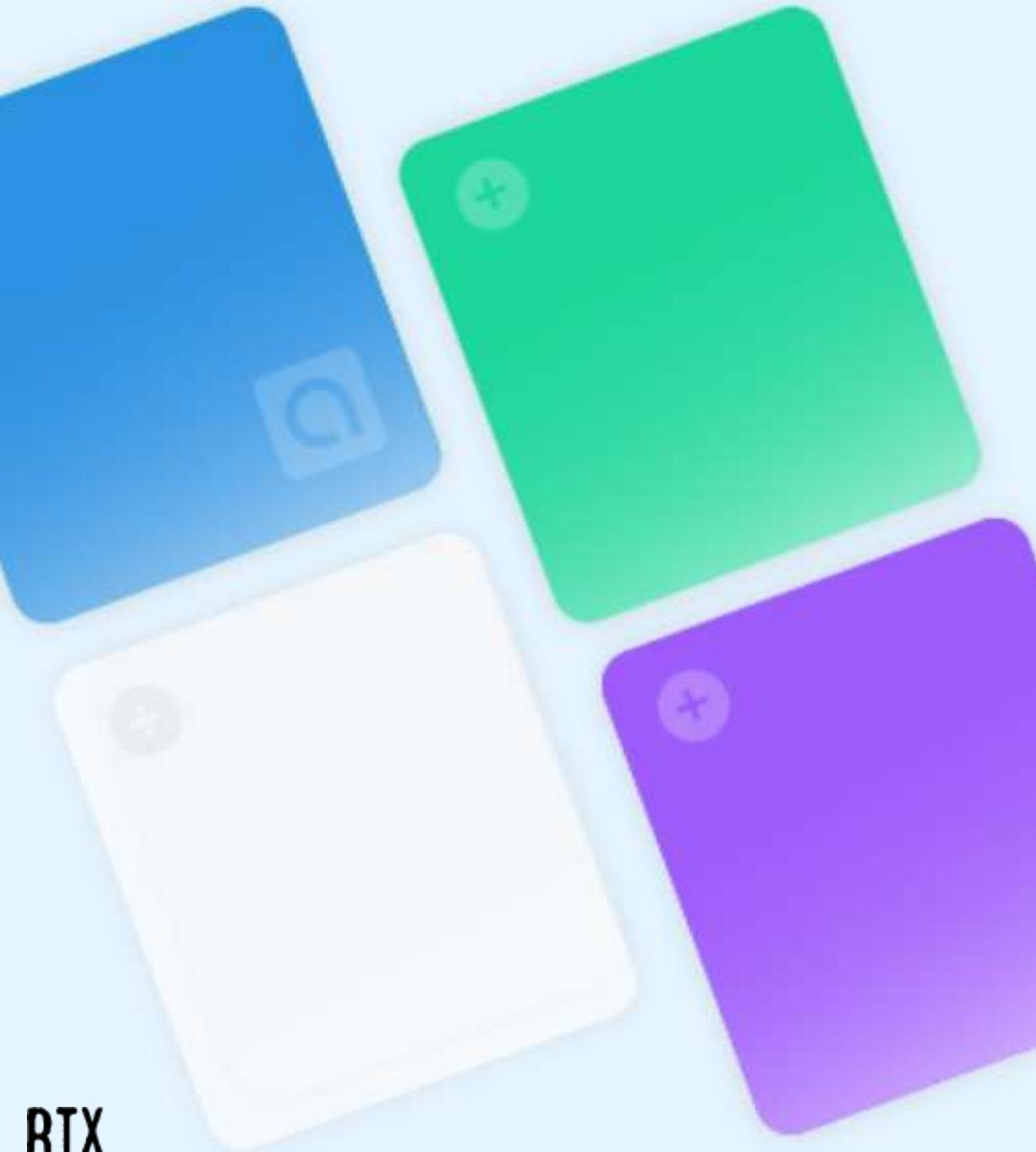
AMILIA SMARTREC CONTRACT RENEWAL

City Council: February 16, 2026

Staff Presenter: Jen Basham, Director of Parks and Recreation

BACKGROUND

- Current Contract:
 - March 1, 2021 – February 28, 2026
 - Total 5-year contract: \$161,000
- Existing Credit Card Fees:
 - All Credit Cards - 2.50% & \$0.30/transaction
 - eCheck / ACH - 0.50%/transaction & \$0.25/authorization
- Credit Card Fee Annual Budget: \$75,000



WHY THIS MATTERS

- Supports all recreation registrations, memberships, and facility bookings
- Critical system for daily Parks & Recreation operations
- Provides residents with 24/7 online access to services





WHAT'S BEING REQUESTED

- Five-year contract renewal with Amilia SmartRec with renewal options
- Total contract not to exceed \$193,333.35 purchased through Omina Partners
- Credit Card processing fees estimated at \$398,186 for the term of the contract
 - Explored a fee pass-through option; Amilia is resolving system issues and anticipates a resolution by fall 2026. This will be brought back for future consideration.

FINANCIAL IMPACT

- \$38,666.67 per year for software access, not to exceed \$193,333.35 over the five-year contract
 - The contract includes an initial five-year term with renewal options
- New Credit Card Processing Fees:
 - Visa, MasterCard, Discover - 2.50% & \$0.30/transaction
 - AMEX – 3.5% & \$0.30/transaction
 - eCheck / ACH - 0.50%/transaction & \$0.30/authorization
- Credit card processing fees are budgeted separately, estimated at \$398,000 total for the five-year contract
 - Current Annual Budget: \$75,000
 - Anticipated 3% annual increase to reflect growth in transactions and small increase to processing fees



BENEFITS & SOFTWARE UPDATES

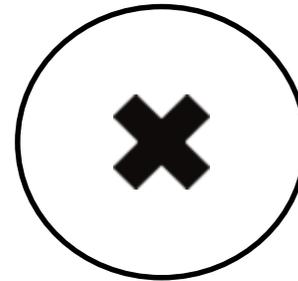


- Expanded Self-Service
 - Improving online registration and membership
- Membership Simplification
 - Reviewing a streamlined membership model
- New Analytics Tools
 - Launching SmartRec Analytics dashboards for:
 - Sales and revenue trends
 - Member retention
 - Demographics
 - Facility access scans
 - Included in renewal package at no additional cost
- Improved Payment Management
 - Introducing automation for failed payment retries
 - New Accounts Receivable by Invoice Item report activated

CONTRACT DIRECTION / QUESTIONS



Approve a five-year contract renewal with Amilia SmartRec, in an amount not to exceed **\$193,333.35**, purchased through Omnia Partners.

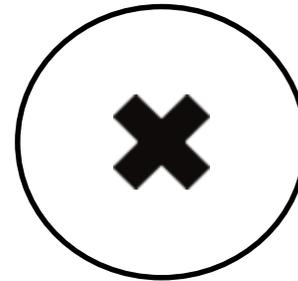


DENY

CREDIT CARD FEES DIRECTION / QUESTIONS



Approve authorization of credit card processing fees associated with Amilia SmartRec, in an amount estimated at **\$398,186** for the five-year term of the contract.



DENY

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: February 16, 2026

SUBJECT:

Consider and take possible action on an amendment to Contract CSO#5435-03-2024 with Motorola Solutions to authorize the purchase of additional radios for Public Safety vehicles and users through a cooperative purchase agreement with Fort Worth, Texas, under HGAC Contract TX-RA05-21, in an amount of \$100,893.89. *(Staff Contact: James Grommersch, Chief Technology Officer)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Focus Area 2	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	<p>1.2 Continue to improve the efficiency and productivity of operations</p> <p>3.4 Ensure public safety equipment and personnel needs are being met</p>

SUMMARY:

The City continues to invest in the modernization and expansion of its Public Safety fleet to support police, fire, and emergency medical operations. As new vehicles are placed into service and existing vehicles are upgraded, additional radio equipment is required to ensure reliable, secure, and interoperable communications for first responders.

Motorola APX radios are the City’s standardized public safety communication devices and are fully compatible with the regional radio system. Equipping Public Safety vehicles and users with these radios ensures consistent communication, enhances responder safety, and supports effective coordination during daily operations and emergency response activities.

This amendment funds new radio equipment to support current fleet expansion and includes a contingency amount to allow for potential additional radios if operational needs change, such as the deployment of additional vehicles, equipment, or users identified during implementation. If additional radios are required in the future, BTX-IT will first evaluate available legacy radios for

redeployment based on remaining useful life; units that are no longer viable will be resold where appropriate or properly decommissioned and disposed of.

Including this contingency provides flexibility to address evolving Public Safety requirements without requiring additional Council action and supports the timely deployment of communication equipment across all Public Safety operations.

PROCUREMENT METHOD:

This procurement is being conducted under the authority of the Texas Government Code Chapter 791, Interlocal Cooperation Act. The City of Burleson is piggybacking on an existing contract between Fort Worth and Motorola. Interlocal agreements allow political subdivisions to share resources and leverage existing competitively awarded contracts to achieve efficiencies and cost savings. Staff has verified that the underlying contract was solicited and awarded in compliance with applicable law. In addition, staff compared the proposed vendor's pricing with available Sourcewell 042021-MOT, DIR-CPO-5433 and market rates, and concluded that the recommended vendor offers the most competitive pricing available to the City.

RECOMMENDATION:

Staff recommends approval as presented.

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

N/A

REFERENCE:

CSO#5435-03-2024

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$27,822.82
 Project Number: FD2503-45
 Fund: Public Safety Bond
 Account Number(s): 4302202-70025
 Account Description: Furniture & Equipment

Proposed Expenditure/Revenue: \$24,904.98
 Project Number: FD2504-45
 Fund: Public Safety Bond
 Account Number(s): 4302201-70025
 Account Description: Furniture & Equipment

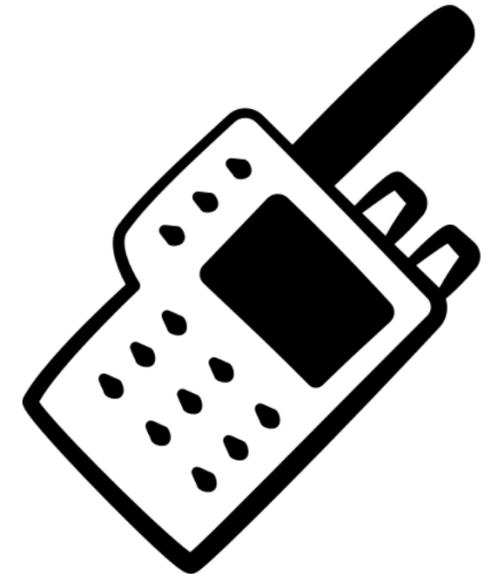
Proposed Expenditure/Revenue: \$48,166.09
 Fund: Support Services Fund
 Account Number(s): 6108001-61515
 Account Description: Minor Computer Equipment

STAFF CONTACT:

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

Name: James Grommersch
Title: Chief Technology Officer
jgrommersch@burlesontx.com
817-426-9672

RADIO PURCHASE CONTRACT AMENDMENT



Why This Is Needed

- City continues to modernize and expand the Public Safety fleet
- New and upgraded vehicles require reliable communication equipment
- Radios are essential for:
 - Day-to-day operations
 - Emergency response
 - Interoperability across Public Safety departments

Standardization

- Motorola APX radios are the City's standard Public Safety radios
- Fully compatible with the regional radio system
- Enhances responder safety and coordination



Radio Equipment Included

- 2 Fire Engine radios
- 1 Ambulance radio
- 1 APX NEXT portable radio
- 2 APX 8500 spare radios

Purpose

- Equip Public Safety vehicles and users
- Maintain operational readiness
- Provide spares to reduce downtime



Financial Summary & Procurement Method

Detailed Cost Breakdown

- Engine 1 Radio – \$12,452.49
- Engine 2 Radio – \$12,452.49
- Spare RM & DM Radios – \$16,166.09
- Ambulance 1 Radio – \$27,822.82
- Contingency – \$32,000.00

Total: \$100,893.89



Cooperative purchasing agreement with Fort Worth

- HGAC Contract TX-RA05-21

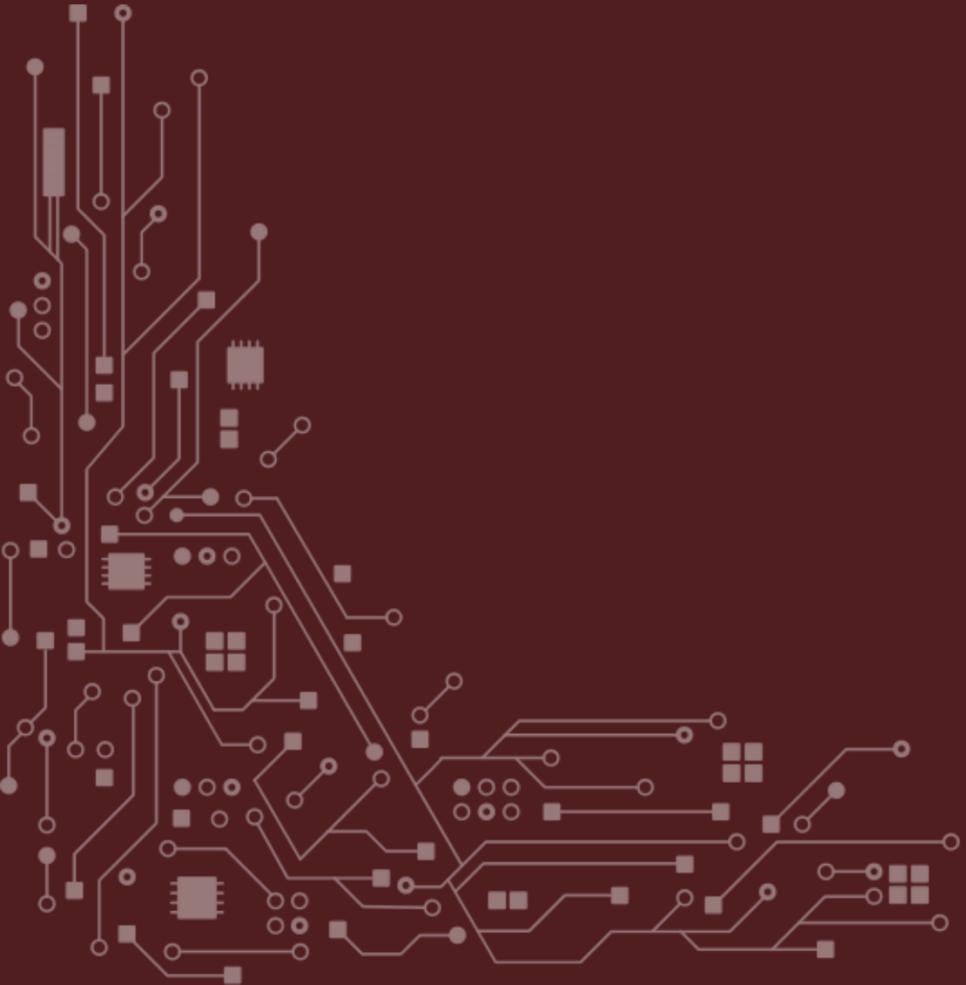
Provides:

- Competitive pricing
- Expedited procurement
- Contract compliance



BTX **Recommendation**

Approval of an amendment to Contract CSO#5435-03-2024 with Motorola Solutions to authorize the purchase of additional radios for Public Safety vehicles and users through a cooperative purchase agreement with Fort Worth, Texas, under HGAC Contract TX-RA05-21, in an amount of \$100,893.89.







BURLESON, CITY OF
FD - Ambulance 1 & APX Next
12/30/2025

Billing Address:
 BURLESON, CITY OF
 141 W RENFRO ST
 BURLESON, TX 76028
 US

Shipping Address:
 BURLESON, CITY OF
 141 W RENFRO ST
 BURLESON, TX 76028
 US

Quote Date:12/30/2025
 Expiration Date:02/28/2026
 Quote Created By:
 Jonathan Castilaw
 Motorola MR Account Executive
 jonathancastilaw@callmc.com
 469-263-5292

End Customer:
 BURLESON, CITY OF
 Jake Hopps
 Jhopps@burlesontx.com
 817.426.9673

Contract: HGAC (TX)-RA05-21
 (Additional Discounts Applied for Fort Worth Contract, 50054)

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ 8500							
1	M37TSS9PW1CN	0681	APX8500 ALL BAND MP MOBILE	1		\$12,666.00	\$7,968.57	\$7,968.57
1a	G831AD	0681	ADD: SPKR 15W WATER RESISTANT	1				
1b	G996AS	0681	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	1				
1c	GA00250AA	0681	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	1				
1d	GA00580AA	0681	ADD: TDMA OPERATION	1				
1e	GA01513AB	0681	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1				
1f	G51AT	0681	SOFTWARE LICENSE ENH:SMARTZONE	1				



Line #	Item Number	APC	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1g	G78AT	0185	ENH: 3 YEAR ESSENTIAL SVC	1				
1h	GA09001AA	0681	ADD: WI-FI CAPABILITY	1				
1i	G843AH	0681	ADD: AES ENCRYPTION AND ADP	1				
1j	G444AH	0681	ADD: APX CONTROL HEAD SOFTWARE	1				
1k	GA01517AA	0681	DEL: NO J600 ADAPTER CABLE NEEDED	1				
1l	G806BL	0681	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1				
1m	GA01670AA	0681	ADD: APX E5 CONTROL HEAD	1				
1n	W22BA	0681	ADD: STD PALM MICROPHONE APX	1				
1o	QA09113AB	0681	ADD: BASELINE RELEASE SW	1				
1p	GA01630AA	0681	ADD: SMARTCONNECT	1				
1q	G361AH	0681	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1				
1r	G610AC	0681	ADD: REMOTE MOUNT CABLE 30 FT APX	1				
1s	G67EH	0681	ADD: REMOTE MOUNT E5 MP	1				
2	LSV00Q00203A	9941	DEVICE INSTALLATION	1		\$889.43	\$889.43	\$889.43
	APX™ NEXT		APX NEXT MULTI					
3	H55TGT9PW8AN	0437	PORTABLE RADIO APX NEXT; ALL-BAND MODEL 4.5	2		\$12,141.00	\$7,533.49	\$15,066.98
3a	Q387CB	0437	ADD: MULTICAST VOTING SCAN	2				
3b	QA09017AA	0437	ADD: LTE WITH ACTIVE SERVICE AT&T US	2				
3c	Q629BD	0437	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	2				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
3d	QA09030AA	0437	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS	2				
3e	BD00001AA	0437	ADD: CORE BUNDLE	2				
3f	Q806CH	0437	ADD: ASTRO DIGITAL CAI OPERATION	2				
3g	QA09001AM	0437	ADD: WIFI CAPABILITY	2				
3h	QA09028AA	0437	ADD: VIQI VC RADIO OPERATION	2				
3i	H38DA	0437	ADD: SMARTZONE OPERATION	2				
3j	QA03399AK	0437	ADD: ENHANCED DATA	2				
3k	H499KC	0437	ENH: SUBMERSIBLE (DELTA T)	2				
3l	QA00580BA	0437	ADD: TDMA OPERATION	2				
3m	QA09113AA	0437	ADD: BASELINE RELEASE SW	2				
3n	Q361CD	0437	ADD: P25 9600 BAUD TRUNKING	2				
4	PSV01S02944A	0712	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
5	SSV01S01407A	0712	SMARTPROGRAMMING	2	4 YEAR	\$300.00	\$300.00	\$600.00
6	LSV01S03446A	0723	APX NEXT DMS ESSENTIAL	2	3 YEARS	\$230.76	\$230.76	\$461.52
7	SSV01S01406A	0712	APX NEXT SMARTCONNECT SUBSCRIPTION	2	4 YEAR	\$300.00	\$300.00	\$600.00
8	SSV01S01476A	0712	SMARTLOCATE	2	4 YEAR	\$300.00	\$300.00	\$600.00
9	SSV01S01907A	0712	SMARTMAPPING	2	4 YEAR	\$300.00	\$300.00	\$600.00
10	LSV01S03082A	0724	RADIOCENTRAL PROGRAMMING	2	4 YEARS	\$128.16	\$128.16	\$256.32
11	PMMN4136B	0372	XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB	2		\$520.00	\$390.00	\$780.00

Grand Total
\$27,822.82(USD)


Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
3	H55TGT9PW8AN	SYSTEMID = 044A
3b	QA09017AA	ENDUSERT = FIRE PROTECTION SERVICES
3d	QA09030AA	PROVAGID = ausgve56ujpd7yb,TEMAILAR = jgrommersch@burlesontx.com,SYSTEMID = 044A
4	PSV01S02944A	TEMAILAR = jgrommersch@burlesontx.com,CUSTNAME = James, Grommersch,SYSTEMID = 044A



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



BURLESON, CITY OF

Spare APX8500's RM & DM

12/11/2025

Billing Address:
 BURLESON, CITY OF
 141 W RENFRO ST
 BURLESON, TX 76028
 US

Shipping Address:
 BURLESON, CITY OF
 141 W RENFRO ST
 BURLESON, TX 76028
 US

Quote Date:12/11/2025
 Expiration Date:01/09/2026
 Quote Created By:
 Jonathan Castilaw
 Motorola MR Account Executive
 jonathancastilaw@callmc.com
 469-263-5292

End Customer:
 BURLESON, CITY OF
 James Grommersch
 Jgrommersch@burlesontx.com
 817.426.9673

Contract: HGAC (TX)-RA05-21
 (Additional Discounts Applied for Fort Worth Contract, 50054)

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500						
1	M37TSS9PW1CN	0681	APX8500 ALL BAND MP MOBILE	1	\$12,434.00	\$7,824.60	\$7,824.60
1a	G831AD	0681	ADD: SPKR 15W WATER RESISTANT	1			
1b	G996AS	0681	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	1			
1c	GA00250AA	0681	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	1			
1d	GA00580AA	0681	ADD: TDMA OPERATION	1			
1e	GA01513AB	0681	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1			
1f	G66BN	0681	ADD: DASH MOUNT E5	1			
1g	G51AT	0681	SOFTWARE LICENSE ENH:SMARTZONE	1			
1h	G78AT	0185	ENH: 3 YEAR ESSENTIAL SVC	1			
1i	GA09001AA	0681	ADD: WI-FI CAPABILITY	1			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	G843AH	0681	ADD: AES ENCRYPTION AND ADP	1			
1k	G444AH	0681	ADD: APX CONTROL HEAD SOFTWARE	1			
1l	GA01517AA	0681	DEL: NO J600 ADAPTER CABLE NEEDED	1			
1m	G806BL	0681	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1			
1n	GA01670AA	0681	ADD: APX E5 CONTROL HEAD	1			
1o	W22BA	0681	ADD: STD PALM MICROPHONE APX	1			
1p	QA09113AB	0681	ADD: BASELINE RELEASE SW	1			
1q	GA01630AA	0681	ADD: SMARTCONNECT	1			
1r	G361AH	0681	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1			
APX™ 8500							
2	M37TSS9PW1CN	0681	APX8500 ALL BAND MP MOBILE	1	\$12,666.00	\$7,968.57	\$7,968.57
2a	G831AD	0681	ADD: SPKR 15W WATER RESISTANT	1			
2b	G996AS	0681	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	1			
2c	GA00250AA	0681	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	1			
2d	GA00580AA	0681	ADD: TDMA OPERATION	1			
2e	GA01513AB	0681	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1			
2f	G51AT	0681	SOFTWARE LICENSE ENH:SMARTZONE	1			
2g	G78AT	0185	ENH: 3 YEAR ESSENTIAL SVC	1			
2h	GA09001AA	0681	ADD: WI-FI CAPABILITY	1			
2i	G843AH	0681	ADD: AES ENCRYPTION AND ADP	1			
2j	G610AC	0681	ADD: REMOTE MOUNT CABLE 30 FT APX	1			



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
2k	G444AH	0681	ADD: APX CONTROL HEAD SOFTWARE	1			
2l	G67EH	0681	ADD: REMOTE MOUNT E5 MP	1			
2m	GA01517AA	0681	DEL: NO J600 ADAPTER CABLE NEEDED	1			
2n	G806BL	0681	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1			
2o	GA01670AA	0681	ADD: APX E5 CONTROL HEAD	1			
2p	W22BA	0681	ADD: STD PALM MICROPHONE APX	1			
2q	QA09113AB	0681	ADD: BASELINE RELEASE SW	1			
2r	GA01630AA	0681	ADD: SMARTCONNECT	1			
2s	G361AH	0681	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1			
APX™ Control Head/ Mounting Kits/DEK BOX/Multiplexers							
3	H1934A	0681	MOBILE RADIO 8500 E5 DM TO RM	1	\$413.00	\$256.27	\$256.27
3a	G610AC	0681	ADD: REMOTE MOUNT CABLE 30 FT APX	1			
APX™ Control Head/ Mounting Kits/DEK BOX/Multiplexers							
4	H1933A	0681	8500 E5 RM TO DM	1	\$188.00	\$116.65	\$116.65
Grand Total					\$16,166.09(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



BURLESON, CITY OF

FD - Engine 2 - Dual Head

12/30/2025

Billing Address:
 BURLESON, CITY OF
 141 W RENFRO ST
 BURLESON, TX 76028
 US

Shipping Address:
 BURLESON, CITY OF
 141 W RENFRO ST
 BURLESON, TX 76028
 US

Quote Date:12/30/2025
 Expiration Date:02/28/2026
 Quote Created By:
 Jonathan Castilaw
 Motorola MR Account Executive
 jonathancastilaw@callmc.com
 469-263-5292

End Customer:
 BURLESON, CITY OF
 Jake Hopps
 Jhopps@burlesontx.com
 817.426.9673

Contract: HGAC (TX)-RA05-21
 (Additional Discounts Applied for Fort
 Worth Contract, 50054)
 AGREEMENT: STATE OF TEXAS

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500						
1	M37TSS9PW1CN	0681	APX8500 ALL BAND MP MOBILE	1	\$13,523.00	\$8,500.35	\$8,500.35
1a	G831AD	0681	ADD: SPKR 15W WATER RESISTANT	2			
1b	G996AS	0681	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	1			
1c	GA00250AA	0681	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	1			
1d	GA00580AA	0681	ADD: TDMA OPERATION	1			
1e	GA01513AB	0681	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1			
1f	G51AT	0681	SOFTWARE LICENSE ENH:SMARTZONE	1			
1g	G78AT	0185	ENH: 3 YEAR ESSENTIAL SVC	1			



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Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1h	GA09001AA	0681	ADD: WI-FI CAPABILITY	1			
1i	G843AH	0681	ADD: AES ENCRYPTION AND ADP	1			
1j	G444AH	0681	ADD: APX CONTROL HEAD SOFTWARE	1			
1k	GA01517AA	0681	DEL: NO J600 ADAPTER CABLE NEEDED	1			
1l	G806BL	0681	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1			
1m	GA01670AA	0681	ADD: APX E5 CONTROL HEAD	1			
1n	W22BA	0681	ADD: STD PALM MICROPHONE APX	2			
1o	QA09113AB	0681	ADD: BASELINE RELEASE SW	1			
1p	GA01630AA	0681	ADD: SMARTCONNECT	1			
1q	G361AH	0681	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1			
1r	G610AC	0681	ADD: REMOTE MOUNT CABLE 30 FT APX	2			
1s	G67EH	0681	ADD: REMOTE MOUNT E5 MP	1			
1t	GA00092AU	0681	ADD: APXM DUAL E5 CH	1			
2	LSV00Q00203A	9941	DEVICE INSTALLATION	1	\$889.43	\$889.43	\$889.43
3	PMPN4639B	0785	CHARGER, VEHICLE IMPRES 2 12VDC HARDWIRE NA/AU/NZ	4	\$641.00	\$480.75	\$1,923.00
4	NNTN9115A	0785	CHARGER, DESKTOP MULTI UNIT IMPRES 2, 6-DISP, US/NA/CA/LA	1	\$1,519.61	\$1,139.71	\$1,139.71

Grand Total
\$12,452.49(USD)
Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



BURLESON, CITY OF

FD - Engine 1 - Dual Head

12/30/2025

Billing Address:
 BURLESON, CITY OF
 141 W RENFRO ST
 BURLESON, TX 76028
 US

Shipping Address:
 BURLESON, CITY OF
 141 W RENFRO ST
 BURLESON, TX 76028
 US

Quote Date:12/30/2025
 Expiration Date:02/28/2026
 Quote Created By:
 Jonathan Castilaw
 Motorola MR Account Executive
 jonathancastilaw@callmc.com
 469-263-5292

End Customer:
 BURLESON, CITY OF
 Jake Hopps
 Jhopps@burlesontx.com
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City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Lisandra Leal, Assistant City Secretary
MEETING: February 16, 2026

SUBJECT:

Consider and take possible action a resolution ratifying the appointments of chairperson and vice-chairperson of the City of Burleson Advisory Committee on People with Disabilities Board.
(Staff Contact: Lisandra Leal, Assistant City Secretary)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	
	Great Place to Live through Expanded Quality of Life Amenities

SUMMARY:

The purpose of this item is to consider a resolution to ratify the appointments of chairperson and vice-chairperson of the City of Burleson Advisory Committee on People with Disabilities Board.

Pursuant to Section 2-32 - Chairpersons; vice-chairpersons of the City of Burleson Code of Ordinances, each board, commission or committee must nominate from among its members a member to serve as chair and another member to serve as vice-chair.

RECOMMENDATION:

Approve Resolution

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

At the January 15, 2026 Advisory Committee on People with Disabilities board meeting, members appointed the chairperson and vice-chairperson.

REFERENCE:

None.

FISCAL IMPACT:

None.

STAFF CONTACT:

Lisandra Leal
Assistant City Secretary
lleal@burlesontx.com
817-426-9687



City of Burleson Boards & Commissions Chair

PRESENTED TO THE CITY COUNCIL – FEBRUARY 16, 2026

LISANDRA LEAL, ASSISTANT CITY SECRETARY

Chapter 2

Article II

Section 2-32;

Chairperson, Vice- Chairperson

- Each Board, Commission, and Committee select from its members a Chair and Vice-Chair
- All Chairpersons and Vice-Chairpersons serve for 1 year and must be reappointed annually, but if not reappointed will continue to serve until a successor is appointed
- Council ratifies all Chairperson and Vice-Chairperson in an open meeting of the council by Resolution

Advisory Committee on People with Disabilities Chair and Vice-Chair



On January 15, 2026 the Advisory Committee on People with Disabilities meet and nominated a Chairperson and Vice-Chairperson.

- Brooke Wilson – Chair
- Tina Michael – Vice-Chair

Questions / Comments

Lisandra Leal
Assistant City Secretary
lleal@burlesontx.com
817.426.9687

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, RATIFYING THE CHAIRPERSONS AND VICE-CHAIR PERSONS OF THE BURLESON ADVISORY COMMITTEE ON PEOPLE WITH DISABILITIES BOARDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Burleson Code of Ordinances Chapter 2, Article II, Section 2-32 establishes the chairperson and vice-chairperson for all boards, commissions and committees of the city;

WHEREAS, City Council appoints members of the public to serve on various boards, commissions and committee; and

WHEREAS, appointed members nominate from among its members a member to serve as chair and another member to serve as vice-chair; and

WHEREAS, city council shall ratify the chair and vice-chair prior to October 1 each year, and

WHEREAS, all chairpersons are appointed for a duration of one-year and must be reappointed annually, and

WHEREAS, all chairpersons serve until their successor has been duly appointed and qualified; and

WHEREAS, all chairpersons have been submitted for consideration by the City Council.

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

SECTION 1. The following chairpersons have been submitted for ratification by a majority of the City Council, and the City Council hereby ratifies the same.

Advisory Committee on People with Disabilities

- Brooke Wilson, Chair
- Tina Michael, Vice-chair

PASSED, APPROVED AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the 16th day of February, 2026.

CITY OF BURLESON

Chris Fletcher, Mayor

ATTEST:

(City Seal)

Amanda Campos, City Secretary

City Council Regular Meeting

DEPARTMENT: City Manager's Office

FROM: Janalea Hembree, Assistant to the City Manager

MEETING: February 16, 2026

SUBJECT:

Consider and take possible action of a resolution authorizing a \$2,000 sponsorship expense for the Burleson Character Council Luncheon. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

SUMMARY:

The Burleson Character Council is holding a Character Council Luncheon on Thursday, February 26, at 11:30 am. The gold level sponsorship includes the reservation of two tables with eight seats at each, and other event benefits. Included with this agenda item is a letter from the Burleson Character Council with additional details about the luncheon and organization.

OPTIONS:

- 1) Approve as presented
- 2) Approve with changes
- 3) Deny

RECOMMENDATION:

N/A

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

N/A

FISCAL IMPACT:

Amount: \$2,000

Account: 1011301-66100

STAFF CONTACT:

Name: Janalea Hembree

Title: Assistant to the City Manager

jhembree@burlesontx.com

817-426-9646



Burleson Character Council

CITY COUNCIL

FEBRUARY 16, 2026

Overview

- The mission of the Burleson Character Council is to promote and recognize good character in Burleson and the surrounding area, to thereby strengthen our citizens, families, and the community. Historically, the Character Council is sponsored by the Burleson Independent School District, Burleson Ministerial Alliance, City of Burleson, and Burleson Chamber of Commerce, who have all joined together to promote and recognize outstanding character in Burleson.

Overview

- Each year, the Character Council recognizes students in Burleson ISD who exhibit good character. The Character Council focuses on the following 4 traits and campuses will nominate students who exhibit one of the following:
 - Kindness: the quality of being friendly, generous, and considerate.
 - Integrity: the quality of being honest and having strong moral principles; moral uprightness.
 - Accountability: the fact or condition of being accountable; responsibility.
 - Courtesy: the showing of politeness in one's attitude and behavior toward others.

Council Action

- Approve the resolution authorizing the sponsorship in the amount of \$2,000
- Deny the resolution

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING A \$2,000 SPONSORSHIP EXPENSE FOR THE BURLESON CHARACTER COUNCIL LUNCHEON.

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

WHEREAS, the Burleson Character Council is holding a Character Council Luncheon on Thursday, February 26; and

WHEREAS, sponsorships of the luncheon help defray the cost of the event; and

WHEREAS, sponsorships include table reservations at the luncheon, inclusion in promotional materials, and other benefits.

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

Section 1.

The City Council hereby approves the gold level sponsorship of \$2,000 for the 2026 Burleson Character Council Luncheon.

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

BURLESON CHARACTER COUNCIL

Burleson Chamber of Commerce

Burleson Independent School District

City of Burleson



Burleson Ministerial Alliance

Spring 2026

For over 20 years, the Burleson Character Council has been honoring the values that strengthen our community. In partnership with Burleson ISD, the Burleson Ministerial Alliance, the City of Burleson, and the Chamber of Commerce, we recognize students and citizens who exemplify kindness, integrity, accountability, and courtesy.

At our annual luncheon, we celebrate:

- Students nominated for outstanding character traits.
- The Byron Black Character Award for a community member of exceptional character.
- The John Mark Stallings Award for two special education students (one elementary and one secondary student) demonstrating outstanding character.

The 2025-2026 luncheon will be held on Thursday, February 26, at 11:30 a.m. at First Baptist Church. With nearly 300 attendees, this cherished event highlights the heart of Burleson's values.

Your sponsorship ensures we can continue recognizing these individuals and covering event costs like student awards, centerpiece contest prizes, and meals.

Sponsorship Levels:

- **GOLD** level - \$1,500 or more: Includes four tickets, recognized as sponsor in event program and presentation, and recognized as sponsor from stage.
- **SILVER** level - \$1,000-\$1,499: Includes two tickets and is recognized as sponsor in event presentation, recognized as sponsor from stage.
- **BRONZE** level - \$500-\$999: recognized as sponsor in event presentation

We deeply appreciate your consideration and support of this meaningful initiative. To sponsor or for questions, please contact Melissa Miller at mmiller@burleson.org.

Thank you for helping us celebrate the character that makes Burleson shine.

Thank you,
David Brown

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Director
MEETING: February 16, 2026

SUBJECT:

275 County Road 714 (Case 25-324): Hold a public hearing and consider and take possible action on a zoning ordinance change request from “PD”, Planned Development, to “PD”, Planned Development. (First and Final Reading) (*Staff Contact: Tony McIlwain, Development Services Director*) (The Planning and Zoning Commission recommended approval 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 November 10, 2025, an application was submitted by Tim Windmiller, on behalf of Burleson Pecan Grove, LLC. & Graham Hart/GHHB, LLC. (owners) to amend the existing Planned Development language on approximately 34.49 acres of land to “PD” Planned Development for amendments to the development standards for the continued development of a residential neighborhood.

DEVELOPMENT OVERVIEW:

As stated above, this site is zoned as a Planned Development for the use as a single-family subdivision. The developers propose amendments to the existing Planned Development standards to ease the construction of residential homes on lots that have atypical geometry and create difficulties in meeting the adopted standards. The proposed changes omit section 2.A, 2.C, 2.E, 2.F and all of Section 3 (Architectural, Dimensional and Density Controls) from the approved Planned Development standards attached as Exhibit 4. The amended development

standards align closely with the Single-family dwelling district-7 (SF7) standards. The table below compares the proposed standards to the Single-family district-7 (SF7).

Development Area Standards Comparison Table

<i>Proposed PD Standards</i>	<i>SF7 Standards</i>
Density: 4.25 residential dwelling units per acre	Density: 4.25 residential dwelling units per acre
Lot Size: 7,000 SF minimum	Lot Size: 7,000 SF minimum
Floor Area: 1,600 SF minimum	Floor Area: 1,100 SF minimum or 1,250 SF for all lots platted after 11.1.2003
Front Setback: Twenty-five feet (25'-0") minimum from lot line	Depth of front yard: 25 feet minimum
Rear Setback: Ten feet (10'-0") minimum from lot line	Depth of rear yard: Ten feet minimum
Side Setback: Five feet (5'-0") minimum from lot line	Width of side yard: Five feet minimum
Width of side setback adjacent to side street: Fifteen feet (15'-0") minimum	Width of side yard adjacent to side street: 15 feet minimum
Width of Lot: 60 feet minimum	Width of lot: 60 feet minimum
Depth of lot: 100 feet minimum	Depth of lot: 100 feet minimum

This site is designated in the Comprehensive Plan as Neighborhoods and Future Development

This category is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots.

Staff has determined that the requested use of Planned Development "PD" for single-family residential aligns with the Comprehensive Plan.

RECOMMENDATION:

Recommend approval for an ordinance for the zoning change.

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

11/12/2018: City Council approved a voluntary annexation petition or this property.

11/12/2018: City Council approved Planned Development zoning request for this property.

8/03/2020: City Council approved an amended Planned Development zoning request for this property.

9/20/2021: City Council approved the final plat for the Pecan Grove subdivision.

4/29/2022: Staff approved an amending plat for the Pecan Grove subdivision.

3/24/2025: City Council approved a parks plan for the Pecan Grove Planned Development.

1/13/2026: The Planning and Zoning Commission recommended approval 8-0.

REFERENCE:

<https://ecode360.com/39938869>

<https://ecode360.com/39939152>

FISCAL IMPACT:

None.

STAFF CONTACT:

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

ZC25-324

PRESENTED TO CITY COUNCIL – 2.16.26

TONY MCILWAIN

DEVELOPMENT SERVICES DIRECTOR

ZC – 275 CR 714

Location:

- 275 CR 714

Applicants:

- Tim Windmiller (Applicant)
- Burleson Pecan Grove, LLC. (Owner)
- Graham Hart/GHHB. LLC. (Owner)

Item for approval:

Zoning Change from “PD” Planned Development to “PD” Planned Development (Case 25-324).

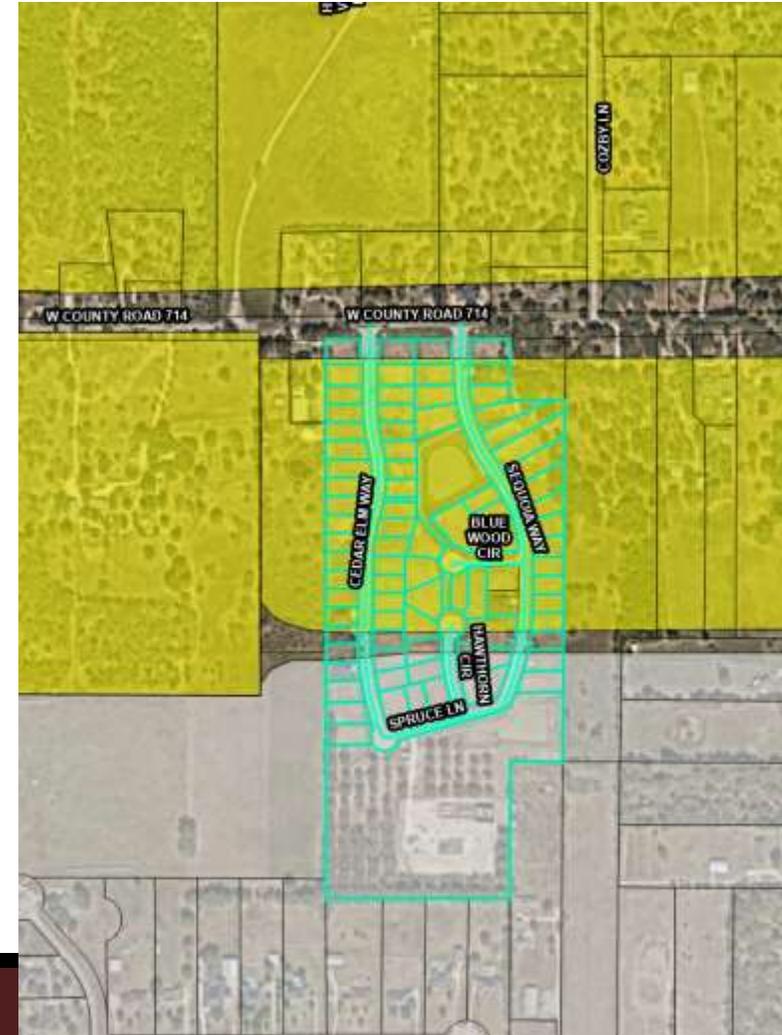


Zoning

Comprehensive Plan

PLANNED DEVELOPMENT

Neighborhoods



ZC – 275 CR 714

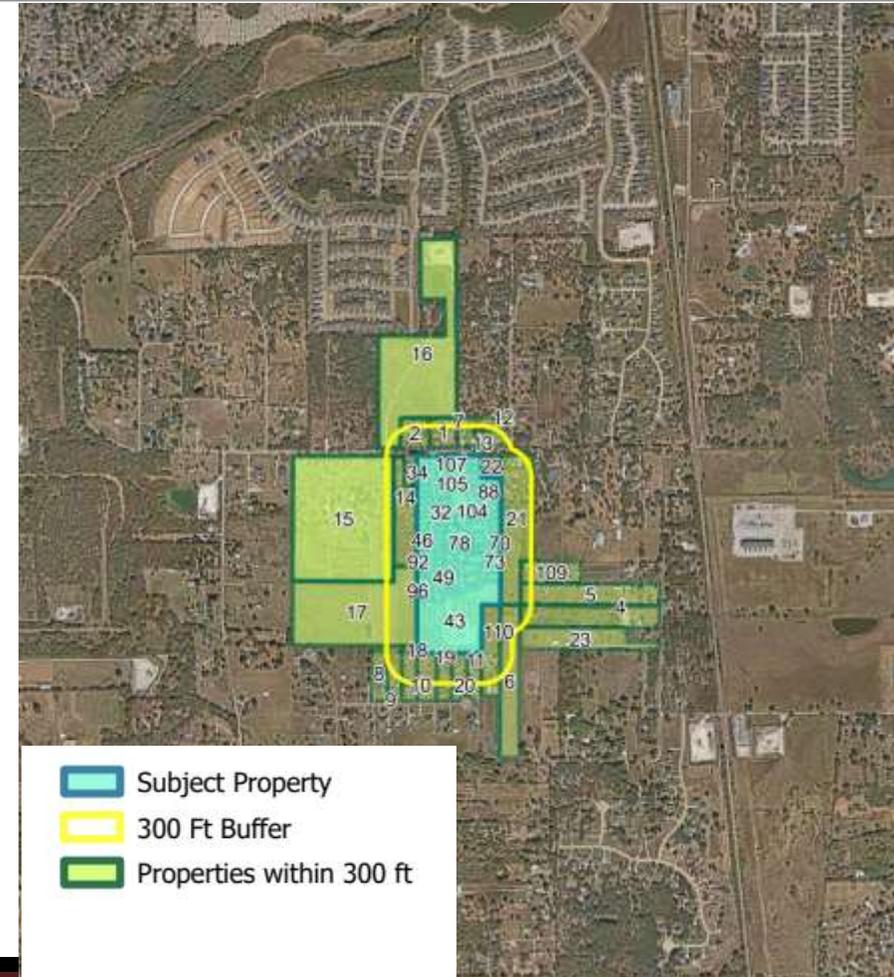
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Side Setback: Five feet (5'-0") minimum from lot line	Width of side yard: Five feet minimum
Width of side setback adjacent to side street: Fifteen feet (15'-0") minimum	Width of side yard adjacent to side street: 15 feet minimum
Width of Lot: 60 feet minimum	Width of lot: 60 feet minimum
Depth of lot: 100 feet minimum	Depth of lot: 100 feet minimum

ZC – 275 CR 714

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





**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 OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING OF APPROXIMATELY 34.49 ACRES LOCATED IN DAVID CLARK SURVEY, ABSTRACT NO. 138 (THE ZONING AREA), CITY OF BURLESON, JOHNSON COUNTY, TEXAS, FROM “PD”, PLANNED DEVELOPMENT ZONING DISTRICT TO “PD”, PLANNED DEVELOPMENT ZONING DISTRICT (PECAN GROVE); MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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 **Tim Windmiller representing Burleson Pecan Grove, LLC. & Graham Hart/GHHB, LLC.** on **November 10, 2025**, under **Case Number 25-324**, 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 **Planned Development (PD)** to **Planned Development (PD)**; 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 **Planned Development (PD)** 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

A. That the Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, as shown by the Legal Description attached as Exhibit A and Exhibit B (the Zoning Area), incorporated herein by reference, by changing the zoning of said property from an existing Planned Development Zoning, to a Planned Development district for Single Family Detached residential use, with the area and location for such uses being depicted on the Concept Plan as shown on the attached Exhibit B incorporated herein by reference.

B. All development occurring within the boundaries of the Zoning Area shall conform to all applicable land use and development requirements prescribed in the City of Burleson, Texas, Code of Ordinances, with additional restrictions and regulations provided herein.

SECTION 2
DEVELOPMENT STANDARDS

A. The design and location of residential lots, drainage areas, open space, common areas and park land shall substantially conform to the Concept Plan as shown on the attached Exhibit C incorporated herein by reference.

1. A six foot (6') high wrought iron type fence with stone columns 2 foot by 2 foot with a 30-inch cap constructed along rear and side lot lines that share a common property line with any designated open space, common areas or corner lots. Stone columns are to be staged equally between fence sections +/-every 35 feet. Such fences shall not encroach into the required front yard setback of any lot, and shall only be (and remain) painted black in a powder coated finish or equivalent type of finish. No structural or decorative attachments, other than vegetative landscaping, shall be constructed or applied to any surface of such fences.

2. A minimum 6-foot-high masonry wall shall be constructed adjacent to CR 714.

B. Development shall include landscaping and open spaces that are planned and coordinated throughout the development. Any common area or open space dedicated and used for private purposes shall be maintained by a mandatory home owner's association.

C. Height Requirements; No building shall exceed 2 1/2 stories except as permitted by section 133, general height requirements.

D. Development Area Standards. The following regulations apply to all uses.

1. Density: 4.25 residential dwelling units per acre.
2. Lot size: 7,000 square feet minimum.
3. Floor area: 1,600 square feet minimum.
4. Front setback: Twenty-five feet (25'-0") minimum from lot line.
5. Rear setback: Ten feet (10'-0") minimum from lot line.
6. Side Setback: Five feet (5'-0") minimum from lot line.
7. Width of side setback adjacent to side street: Fifteen feet (15'-0") minimum.
8. Width of lot: 60 feet minimum.
9. Depth of lot: 100 feet minimum.

E. Off-street loading.

None.

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:
APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"
Legal Description

Being all that certain tract of land lying in the David Clark Survey, Abstract Number 138, Johnson County, Texas, and being a part of a tract of land described in a deed to L.W. Investments, LLC, recorded in Instrument Number 2018-13880, Deed Records, Johnson County, Texas, and being a part of a tract of land described in a deed to Lawrence A. Whaley and Marsha J. Whaley, recorded in Instrument Number 2010-17495, of said Deed Records, and being more particularly described by metes and bounds as follows;

BEGINNING at a ¼ inch iron rod found, being the Northwest corner of Lot 14, Block 1, Russell Farms Estates, recorded in Volume 8, Page 458, Side B, Plat Records, Johnson County, Texas, and being in the East line of Lot 15 of said Block 1, same being the Southwest corner of said L.W. Investments, LLC tract;

THENCE North 00 Degrees 01 Minutes 11 Seconds East, 865.87 feet to a ¼ inch iron rod found for the Northeast corner of a tract of land described in a deed to John B. Voegela and Renee B. Voegela, recorded in Instrument Number 11912, Official Public Records, Johnson County, Texas, same being the Southeast corner of a tract of land described in a deed to Francis J. Beck and Lois E. Beck, recorded in Volume 1219, Page 657, Real Records, Johnson County, Texas;

THENCE North 00 Degrees 03 Minutes 52 Seconds West with the common line between the herein described tract and said Beck tract, 808.47 feet to a ½ inch iron rod found, being the Southeast corner of a tract of land described in a deed to Dustin R. Moore and Brinley N. Moore, recorded in Instrument Number 2015-16405, of said Public Records;

THENCE North 00 Degrees 05 Minutes 38 Seconds West with the East line of said Moore tract, 290.97 feet to a point for corner, being the Northwest corner of the herein described tract;

THENCE North 89 Degrees 52 Minutes 20 Seconds East, 644.09 feet to a point for corner on the West line of said Whaley tract, being the most Northerly Northeast corner of the herein described tract;

THENCE South 00 Degrees 03 Minutes 29 Seconds East, 215.35 feet to a point for corner, being a reentrant for the herein described tract;

THENCE North 89 Degrees 47 Minutes 47 Seconds East, 193.81 feet to a point for corner on the East line of said Whaley tract and on the West line of a tract of land described in a deed to Frances C. Wheat, recorded in Instrument Number 2012-19321, of said Deed Records, being the most Easterly Northeast corner of the herein described tract;

THENCE South 00 degrees 22 Minutes 18 Seconds West with the West line of said Wheat tract and the East line of said Whaley tract, 1252.18 feet to a 5/8 inch iron rod found, being the Northwest corner of a tract of land described in a deed to Audel C. Jernigan, recorded in Volume 1827, Page 288, of said Deed Records, same being the Northeast corner of a tract of land described in a deed to Elizabeth Collins, recorded in Instrument Number 2017-23147, of said Public Records;

THENCE North 89 Degrees 23 Minutes 33 Seconds West with the North line of said Collins tract and the South line of said Whaley tract, 184.43 feet to a ½ inch iron rod found, being the Northwest corner of said Collins tract and being the Southwest corner of said Whaley tract and being a reentrant for the herein described tract;

THENCE South 00 Degrees 03 Minutes 29 Seconds East with the West line of said Collins tract, 600.44 feet to a ½ inch iron rod found for the Southeast corner of said L.W. Investments, LLC tract, and being the Northeast corner of Lot 11 of said Block 1, same being the most Southerly Southeast corner of the herein described tract;

THENCE South 89 Degrees 52 Minutes 20 Seconds West with the South line of said L.W. Investments, LLC tract, at 462.39 feet passing a ¼ inch iron rod found, and continuing for a total distance of 644.09 feet to the PLACE OF BEGINNING, containing 34.49 acres of land more or less.

EXHIBIT "B"

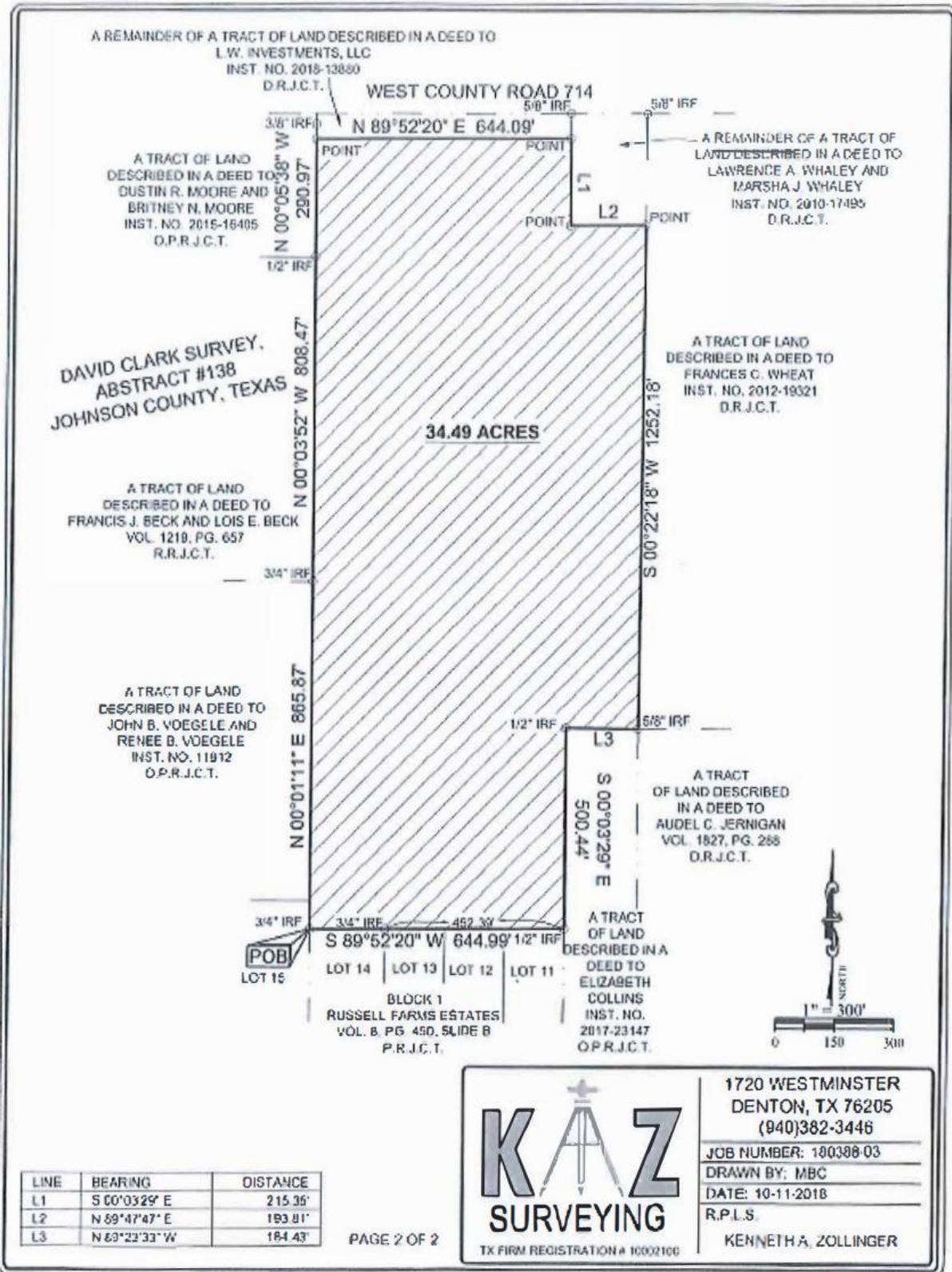


EXHIBIT "C"

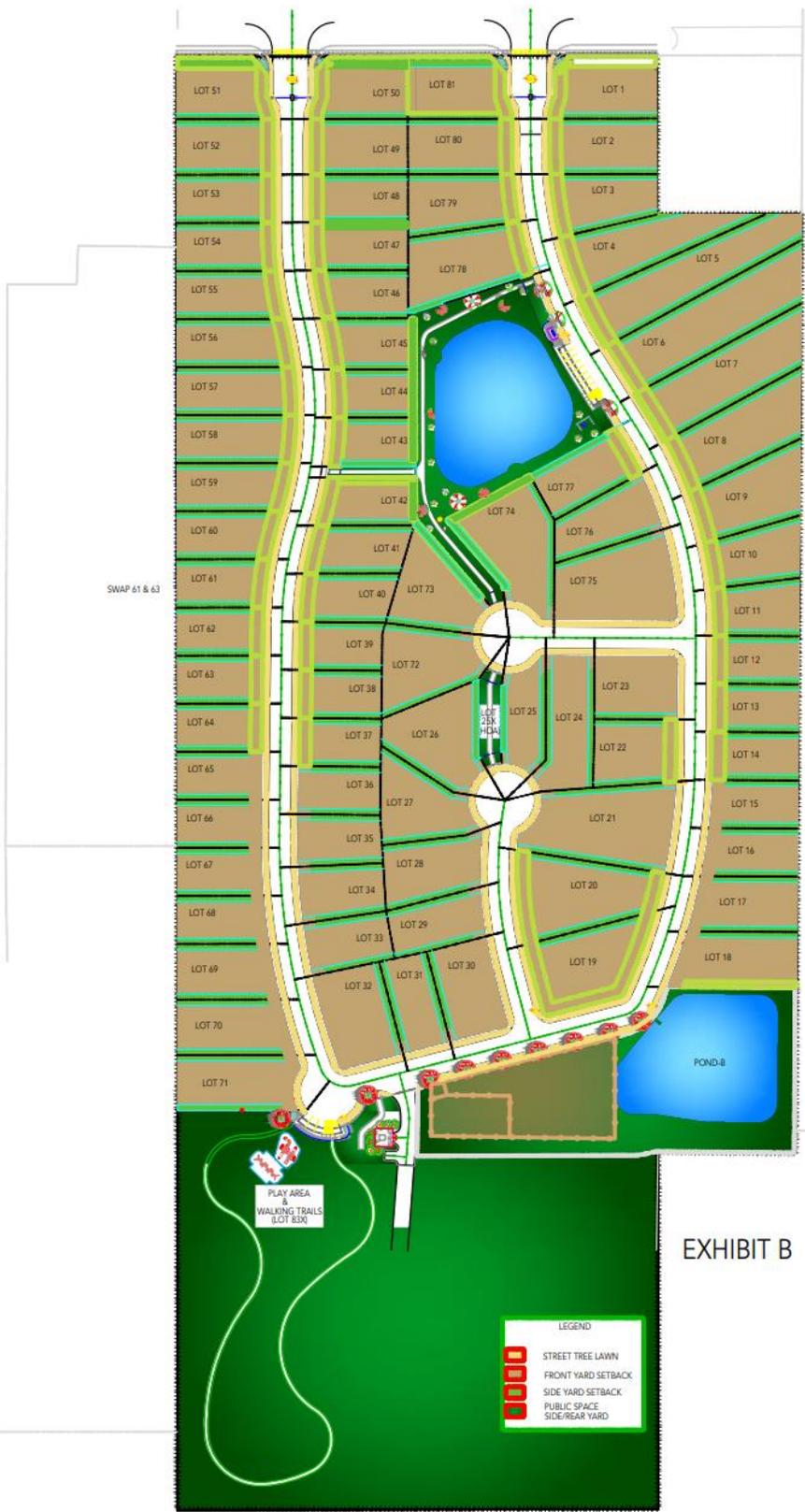


EXHIBIT B

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND BY AMENDING PLANNED DEVELOPMENT ZONING ORDINANCE CSO#932-11-2018 OF APPROXIMATELY 34.49 ACRES LOCATED IN DAVID CLARK SURVEY, ABSTRACT NO. 138 (THE ZONING AREA), CITY OF BURLESON, JOHNSON COUNTY, TEXAS; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, an application for a zoning request was submitted by L.W. Investments, LLC on September 24, 2018, under Case Number 18-122; and

WHEREAS, an application to amend the Planned Development was filed by John Cornelsen with Evolving Texas on behalf of Windmill Properties, Property Owner, on February 10, 2020 under Case Number 20-013; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission have held a public hearing;

WHEREAS, the Planning and Zoning Commission made a recommendation on the proposed amendment; and

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson; and

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

WHEREAS, the City Council 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 Code of Ordinances of the City of Burleson.

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

Section 1.

That the Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, as shown by the Legal Description attached as Exhibit A (the Zoning Area), incorporated herein by reference, to a Planned Development district for Single Family Detached residential use, with the area and location for such uses being depicted on the Concept Plan as shown on the attached Exhibit B incorporated herein by reference.

All development occurring within the boundaries of the Zoning Area shall conform to all applicable land use and development requirements prescribed in the City of Burleson, Texas, Code of Ordinances, with additional restrictions and regulations provided herein.

Section 2.

SUBDIVISION DESIGN

- A. The developer is providing approximately 8.25 acres of open space that will include a playground area, pond with fountain, and small dog park and shall be credited towards the parkland dedication requirement of 0.81 acres. The parkland development fee of \$24,300 dollars (81 lots x \$300 per lot) may be credited towards proposed improvements within the Pecan Grove gated community. A detailed plan including renderings of the proposed improvements with associated estimated costs shall be submitted to the Department of Parks and Recreation for review and shall be presented to the City Council for consideration and approval prior to release of the civil construction plans. Commercial grade playground equipment shall be purchased and installed by an approved vendor. All improvements proposed within the open space areas included on Exhibit B shall be constructed and accepted by the city prior to final acceptance of the infrastructure in the subdivision. The HOA shall be responsible for all maintenance of the open space and associated improvements. Prior notification and plan acceptance for any modifications of the area designated as a dog park must be provided to staff for City approval.
- B. The design and location of residential lots, drainage areas, open space, common areas and park land shall substantially conform to the Concept Plan as shown on the attached Exhibit B incorporated herein by reference.
 1. A six foot (6') high wrought iron type fence with stone columns 2 foot by 2 foot with a 30-inch cap constructed along rear and side lot lines that share a common property line with any designated open space, common areas or corner lots. Stone columns are to be staged equally between fence sections +/- every 35 feet. Such fences shall not encroach into the required front yard setback of any lot, and shall only be (and remain) painted black in a powder

setback of any lot, and shall only be (and remain) painted black in a powder coated finish or equivalent type of finish. No structural or decorative attachments, other than vegetative landscaping, shall be constructed or applied to any surface of such fences.

2. A minimum 6-foot-high masonry wall shall be constructed adjacent to CR 714 and will not exceed 8 feet in height.
- C. The Zoning Area should have at least two points of access for traffic distribution. Second point of access may be utilized for emergency purposes only and shall be a minimum of 24 foot in width and constructed to fire lane standards or equivalent and approved by the fire marshal.
- D. Development shall include landscaping and open spaces that are planned and coordinated throughout the development. Any common area or open space dedicated and used for private purposes shall be maintained by a mandatory home owners association.
- E. In lieu of the City's landscape ordinance requirement for front yard trees, street trees in accordance with the attached landscape plan (Exhibit F):
- i. Street Trees will be provided within a 6-foot wide tree lawn and shall be centered within the tree lawn.
 - ii. Street trees shall be planted in accordance with Exhibit F, but each lot shall have a minimum of one tree.
 - iii. Street trees will only be selected from the following: Live Oak, Red Oak, Chinese Pastiche, Lace Bark Elm, and Thornless Honey Locust.
 - iv. The minimum spacing between trees will be 30 feet.
 - v. For any corner lots requirements refer to the landscape plan included within this ordinance as Exhibit F.
 - vi. Street trees shall be maintained by the HOA and kept trimmed above the roadway.
 - vii. Trees must be 3" caliper at time of planting.
- F. Corner lots on any block face shall have front yards described below and as shown on Exhibit D incorporated herein by reference.
1. Back to back corner lots (lots with rear yards that abut each other) shall each have one front yard.
 2. A corner lot with a rear yard that abuts the front yard of another lot shall have a front yard along both street corner frontages. The remaining yards are side and rear yards.

Section 3.
ARCHITECTURAL, DIMENSIONAL AND DENSITY CONTROLS

- A. The Zoning Area shall offer a variety of single family housing and lot types in a variety of sizes in conformance with the density and dimensional standards shown on the attached Exhibit C, Density and Dimensional Table, incorporated herein by reference, with certain standards being more particularly described below.
- B. A Traditional Neighborhood Design (TND) Plan shall be established for the Zoning Area. Traditional Neighborhood Development or TND is an area designated with unique development characteristics that:
1. Is comprised of architecturally significant design themes;
 2. Utilizes traditional masonry, stone or other exterior building products, such as cementitious fiber board;
 3. Reflects historic architecture or modern interpretations of historic architecture applicable to the region, such as Mediterranean, Texas Prairie, Craftsman, Bungalow, Modern Farmhouse, Prairie Modern, Tudor, Modern, Victorian or other significant architecture found throughout history, as long as it is used for the purpose of achieving a distinctive or definitive architectural style consistent with the provisions of this Ordinance. Acceptable and non-acceptable examples of this architectural style are shown in the attached Exhibit E incorporated herein by reference; and
 4. The building design principles employed in achieving the TND architectural concept shall include the following schematic features:
 - a. Building design shall exhibit articulated wall planes with sufficient wall plane fenestration and ornamentation to avoid a flat, unarticulated visual appearance. All garage doors on front facing buildings shall be of decorative carriage style doors.
 - b. For all lots 65-feet in width, single two-car garage doors are prohibited on front facing garages. For front facing garages on 65-foot-wide lots, the setback shall be 20-feet. Minimum setback for J-swing type garages shall be 15-feet.
 - c. For lots 75 foot in width or greater, front entry garages shall be prohibited within 50-feet from the fronting street right-of-way (interior lots).
 - d. Any detached garages shall be front facing and shall be a minimum of 50-feet from the fronting street right-of-way.
- C. The use of cementitious fiber board siding and engineered wood siding (with at least a 20-year warranty), stone and masonry, shall be allowed for residential structures

designed with a distinctive and articulated building design that is based on an historic architectural style for residential design.

1. A “Masonry TND Residence” shall be defined as one constructed with brick or stone masonry that consumes 100 percent (100%) of an exterior wall surface for the first floor, or a collective series of exterior wall surfaces, composing a front and/or side façade. The second floor facades shall be constructed with brick or stone masonry for at least sixty percent (60%) of the exterior wall surface. Cementitious fiber board siding or engineered wood siding may comprise the remainder forty percent (40%) of the of the exterior wall surface that is fitting of architectural style
 2. A “Siding TND Residence” shall be defined as one constructed entirely with cementitious fiber board siding or engineered wood siding. The use of brick or stone masonry shall not consume more than thirty percent (30%) of an exterior wall surface, or a collective series of exterior wall surfaces, composing a front and/or side façade.
 3. A “Three-phase TND Residence” shall be defined as one constructed entirely with three-phase stucco or engineered wood siding. The use of brick or stone masonry shall not consume more than sixty percent (60%) of an exterior wall surface, or a collective series of exterior wall surfaces, composing a front and/or side façade.
 4. The developer/builder reserves the right to construct either the “Masonry” or “Siding” styled residences for any quantity or proportion of lots within the Zoning Area as shown on the Concept Plan attached as Exhibit B to this Ordinance.
- D. Minimum roof pitch for single family detached structures to be 4:12 for all roof structures covering main (climate controlled) living areas, to be determined per architectural style. Flat or lower sloped roofs shall be allowed on modern architectural styles.
- E. A minimum roof pitch of 3:12 shall be permitted for front yard porches. This provision applies to both single family detached and single family attached structures.
- F. An alternate design standard may be utilized for any building within this Planned Development as long as the architectural style meets the above requirements in Section 3A – 3E. The required masonry coverage percentage may be reduced to 50 percent (50%) of the total exterior walls of all stories of the structure meet the design requirements below.
1. Primary residential building utilizes at least two of the following design features to provide visual relief along the front of the residence:

- a. A covered front porch of a unified architectural design. The front porch shall have a minimum area of 72 square feet, with a minimum depth of six (6) feet. The front porch shall face the street.
 - b. Architectural pillars or posts. The pillars or posts shall be round, square, or tapered, and shall have a minimum diameter or diagonal dimension of six (6) inches.
 - c. Two or more dormer windows on the front elevation of the structure.
 - d. Two or more roof gables on the front elevation of the structure.
 - e. One bay window with a minimum 24-inch projection.
 - f. One box window with a minimum 12-inch projection.
2. The minimum roof pitch of the dwelling shall be at least 6:12. The roof pitch over a front porch may be a minimum of 3:12.
 3. The garage doors of front-facing garages shall be recessed from the front plane of the structure by at least five (5) feet. This requirement applies to both attached and detached garages. This requirement does not apply to garages that face a side street on a corner lot, front-swing or side-entry garages, or those that face a rear property line.

Section 4.

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

Section 5.

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

Section 6.

That 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 7.

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 8.

Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this ordinance that has been initiated or arisen under or pursuant to any other ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

Section 9.

Any person, firm, association of persons, company, corporation, or their agents, 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 10.

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

PASSED AND APPROVED:



Final Reading: the 3 day of August, 2020.

Ken Shetter, Mayor
City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

E. Allen Taylor, Jr., City Attorney

BY: MATT RIBITZKI
DEPUTY CITY ATTORNEY

EXHIBIT A (Page 1 of 2)

LEGAL DESCRIPTION OF PROPERTY
(The Zoning Area)

EXHIBIT A (Page 1 of 2)
LEGAL DESCRIPTION OF PROPERTY
(The Zoning Area)

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE JAMES W. HENDERSON SURVEY, ABSTRACT NO. 376, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, BEING ALL OF HERITAGE VILLAGE PHASE 1 AS PER THAT PLAT RECORDED IN VOLUME 10, PAGE 584, PLAT RECORDS JOHNSON COUNTY TEXAS, TOGETHER WITH ALL OF THAT TRACT OF LAND CONVEYED TO R.A. DEVELOPMENT, LTD. BY DEED RECORDED IN INSTRUMENT NO. 30303, DEED RECORDS, JOHNSON COUNTY, TEXAS, TOGETHER WITH ALL OF THAT TRACT OF LAND CONVEYED TO R.A. DEVELOPMENT, LTD. BY DEED RECORDED IN INSTRUMENT NO. 27638, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND TOGETHER WITH ALL OF THAT TRACT OF LAND CONVEYED TO THE CITY OF BURLESON BY DEED RECORDED IN INSTRUMENT NO. 3228, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2" IRON ROD FOUND WITH CAP STAMPED "CSI" IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PINE STREET (50' R-O-W);

THENCE, N 43°57'26"51" W, 57.12 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, N 46°02'34" E, 50.00 FEET TO A 60D NAIL FOUND FOR CORNER, BEING IN THE EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID PINE STREET;

THENCE, N 43°57'26" W, ALONG THE EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID PINE STREET, 160.57 FEET TO A 5/8" IRON ROD FOUND FOR CORNER, BEING THE SOUTHWEST CORNER OF LOT 22, THE GARDENS ACCORDING TO THE PLAT RECORDED IN VOLUME 488, PAGE 911, D.R.J.C.T.;

THENCE, N 44°59'00" E, ALONG THE NORTHWESTERLY LINE OF SAID HERITAGE VILLAGE PHASE 2, 1611.23 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 88°11'26" E, ALONG THE NORTH LINE OF SAID HERITAGE VILLAGE PHASE 2, 81.72 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET AND A LONG CHORD BEARING S21°28'28", 302.60 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, PASSING THROUGH A CENTRAL ANGLE OF 98°18'53" AN ARC LENGTH OF 343.18 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET AND A LONG CHORD BEARING S 57°48'27" E, 59.93 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, PASSING THROUGH A CENTRAL ANGLE OF 25°38'55" AN ARC LENGTH OF 60.43 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, S44°59'00"W, 86.14 FEET TO A 1/2" IRON ROD WITH A RED CAP STAMPED "CSI" SET FOR CORNER;

THENCE S 45°01'00", 91.75 FEET TO A 1/2" IRON ROD WITH A RED CAP STAMPED "CSI" SET FOR CORNER;

THENCE S 09°44'04" W, 254.78 FEET TO A 1/2" IRON ROD FOUND, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 600.00 FEET AND A LONG CHORD BEARING S09°41'58", 92.17 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, PASSING THROUGH A CENTRAL ANGLE OF 100°21'54" AN ARC LENGTH OF 105.10 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 09°44'04" W ALONG SAID EASTERLY LINE, A DISTANCE OF 1282.10 FEET TO A 1/2" IRON FOUND FOR THE MOST NORTHEASTERLY CORNER OF SAID R.A. DEVELOPMENT TRACT AS RECORDED IN INSTRUMENT NO. 30303 (D.R.J.C.T.);

EXHIBIT A (Page 2 of 2)
LEGAL DESCRIPTION OF PROPERTY
(The Zoning Area)

THENCE S 09°39'49" W ALONG SAID EASTERLY LINE, A DISTANCE OF 315.04 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST SOUTHEASTERLY CORNER OF SAID R.A. DEVELOPMENT TRACT AS RECORDED IN INSTRUMENT NO. 30303 (D.R.J.C.T.);

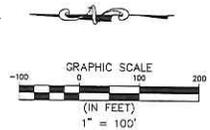
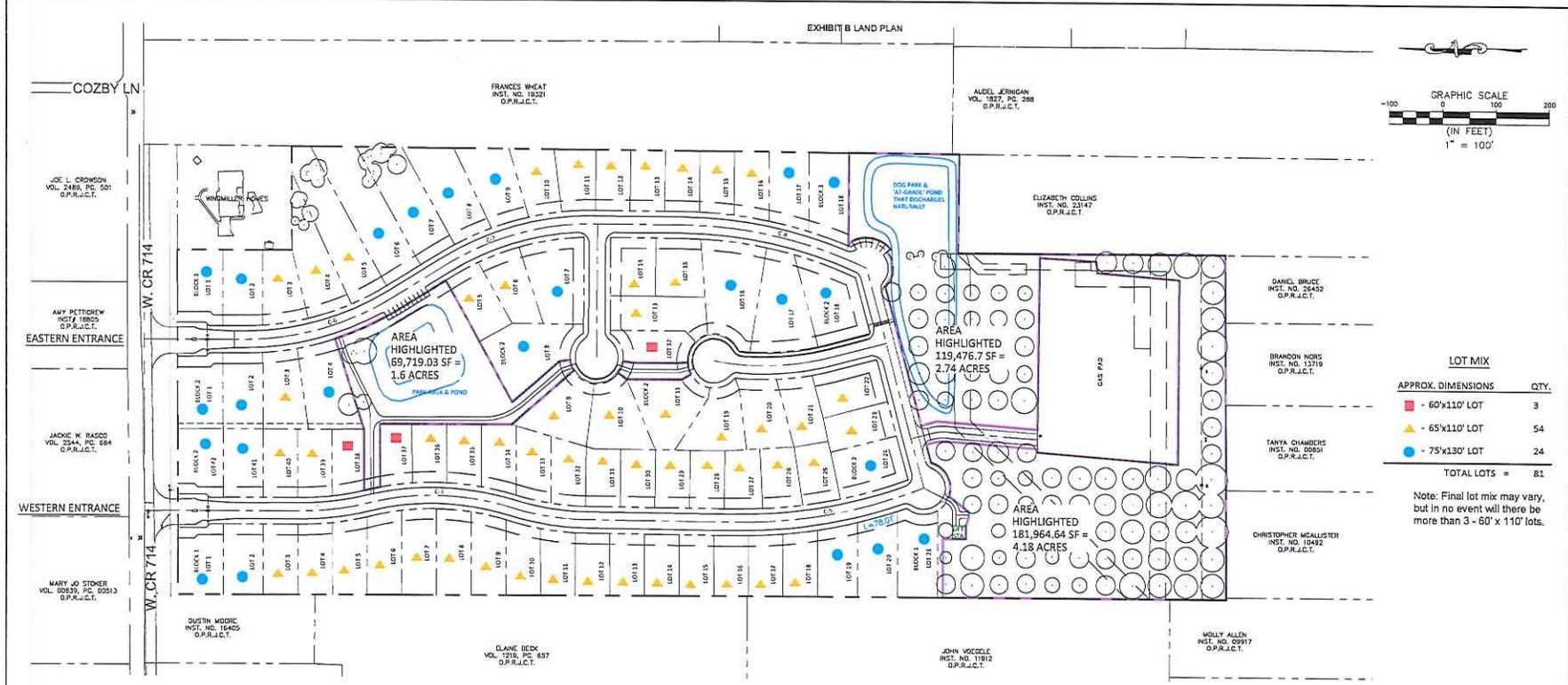
THENCE N 78°33'41" W ALONG THE SOUTH LINE OF SAID R.A. DEVELOPMENT TRACT AS RECORDED IN INSTRUMENT NO. 30303 (D.R.J.C.T.), A DISTANCE OF 1266.50 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID R.A. DEVELOPMENT TRACT;

THENCE N 47°22'10" W ALONG AN EAST LINE OF A VARIABLE WIDTH UTILITY & DRAINAGE EASEMENT AS SHOWN ON THE PLAT RECORDED IN VOLUME 1, PAGE 111, PLAT RECORDS, JOHNSON COUNTY, TEXAS A DISTANCE OF 34.27 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF LOT 1, BLOCK 4, SENTER MEADOWS, PHASE ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 9, PAGE 181, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE ALONG THE SOUTHEASTERLY LINE OF SENTER MEADOWS, PHASE ONE, THE FOLLOWING COURSES AND DISTANCES:

N 14°12'27" E, A DISTANCE OF 33.17 FEET TO A 1/2" IRON ROD FOUND;
N 62°56'39" E, A DISTANCE OF 130.98 FEET TO A 1/2" IRON ROD FOUND;
N 77°11'50" E, A DISTANCE OF 133.01 FEET TO A 1/2" IRON ROD FOUND;
S 88°36'45" E, A DISTANCE OF 90.03 FEET TO A 1/2" IRON ROD FOUND;
N 05°48'31" E, A DISTANCE OF 225.21 FEET TO A 1/2" IRON ROD FOUND;
N 80°32'30" W, A DISTANCE OF 45.64 FEET TO A 1/2" IRON ROD FOUND;
N 07°31'54" E, A DISTANCE OF 8.30 FEET TO A 1/2" IRON ROD FOUND;
N 25°36'52" E, A DISTANCE OF 42.83 FEET TO A 1/2" IRON ROD FOUND;
N 42°29'42" E, A DISTANCE OF 42.56 FEET TO A 1/2" IRON ROD FOUND;
N 44°52'55" E, A DISTANCE OF 264.65 FEET TO A 1/2" IRON ROD FOUND;
N 43°49'48" W, A DISTANCE OF 36.04 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 46°08'38" E, A DISTANCE OF 158.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 38.342 ACRES OF LAND, MORE OR LESS.

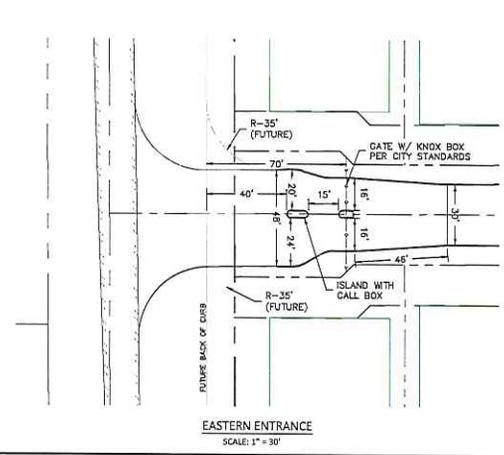
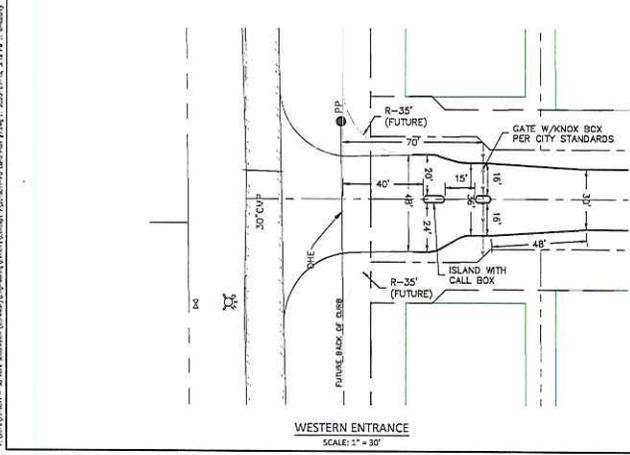


LOT MIX

APPROX. DIMENSIONS	QTY.
60'x110' LOT	3
65'x110' LOT	54
75'x130' LOT	24

TOTAL LOTS = 81

Note: Final lot mix may vary, but in no event will there be more than 3 - 60' x 110' lots.



TOTAL OPEN SPACE
(AREAS HIGHLIGHTED)
8.52 ACRES

ROAD CURVILINEAR CALCULATIONS
REQUIREMENTS = 45% OF TOTAL ROADS
TOTAL LENGTH OF ROADS = 3,895.93 LF
45% = 1,753.17 LF

2 CUL-DE-SACS = 578.47 LF
CURVES = 1,554.56 LF
TOTAL = 2,133.03 LF (55%)

MINIMUM CURVE LENGTH REQUIRED

RADIUS	DELTA	LENGTH
500'	29	255'
900'	22	348'
800'	23	323'

ROAD CENTERLINE CURVE DATA

CURVE NO.	RADIUS	DELTA	LENGTH
C-3	500'	31	273.18'
C-5	900'	22	351.57'
C-6	523'	32	292.16'
C-7	515'	32	291.91'
C-8	800'	25	345.74'
			1,554.56'

REVISIONS

NO.	DATE	COMMENTS

REF NO: 171442

evolving
civil engineering • planning
427 W. 35th Street, Suite 100
Irving, TX 75039
817-351-1200 • evo@evolving.com

THIS DOCUMENT IS RELEASED FOR INTERVIEW ONLY UNDER THE AUTHORITY OF SAMANTHA S. HENZ, P.E., CEM, LIC. #14504 ON 06/15/2023

IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

PECAN GROVE
BURLESON, TEXAS

LAND PLAN

DRAWN BY: CTM
DESIGNED BY: JAC
CHECKED BY: FDC
PROJECT NO.: 2018011
DATE: 11/19/2023
SHEET: 1 of 1

CASE 20-013

A:\PROJECTS\20 - New Subdivisions\20-013 Pecan Grove\2018011 Land Plan.dwg, 2023-11-19, 3:14 PM, j...
 A:\PROJECTS\20 - New Subdivisions\20-013 Pecan Grove\2018011 Land Plan.dwg, 2023-11-19, 3:14 PM, j...

EXHIBIT C
DENSITY AND DIMENSIONAL TABLE

Minimum Lot Width	Building Type/Use	Minimum Living Area SF per Unit	Minimum Lot Dimensions		Min Yard Setbacks in Feet						Max. Height (Feet)	Max. Bldg. Cov.
			Area (SF)	Depth (Feet)	Front for Main Residence	Front for Street Facing Porches	Front for Garage	Internal Rear	Internal Side	Side and Rear on Street w/ equal or less than a 50-foot right-of-way		
60	Single Family Detached Attached or Detached Front Entry Garage	1,800 SF	6,600	110	15	15 (1)	20' for front entry config. 15' for J-Swing Garages	10 for Main Res. 3 for Detached Garage or Accessory Bldg	5	15 for all bldgs. (4)	35 (To top plate)	70%
65	Single Family Detached Attached or Detached Front Entry Garage	2,200 SF with 1 st floor min of 1,750 SF for two story	7,150	110	15	15 (1)	20' for front entry config. 15' for J-Swing Garages	10 for Main Res. 3 for Detached Garage or Accessory Bldg	5	15 for all bldgs. (4)	35 (To top plate)	70%
75	Single Family Detached Attached or Detached Front Entry Garage	2,600 SF with 1 st floor min of 2,000 SF for two story	9,750	130	15	15 (1)	20' for front entry config. 15' for J-Swing Garages	10 for Main Res. 3 for Detached Garage or Accessory Bldg	5	15 for all bldgs. (4)	35 (To top plate)	70%

- (1) All detached garage structures shall maintain a minimum ten foot (10') separation from any other vertical structure within the Zoning Area.
- (2) The water's edge of a below-grade pool structure shall be permitted to be constructed within ten feet (10') of any type of rear or side lot line. No pool structures, or any other type of accessory structure, shall be constructed within an existing utility easement.

EXHIBIT D
FRONT AND SIDE YARD SETBACK CONFIGURATIONS FOR BLOCK FACE

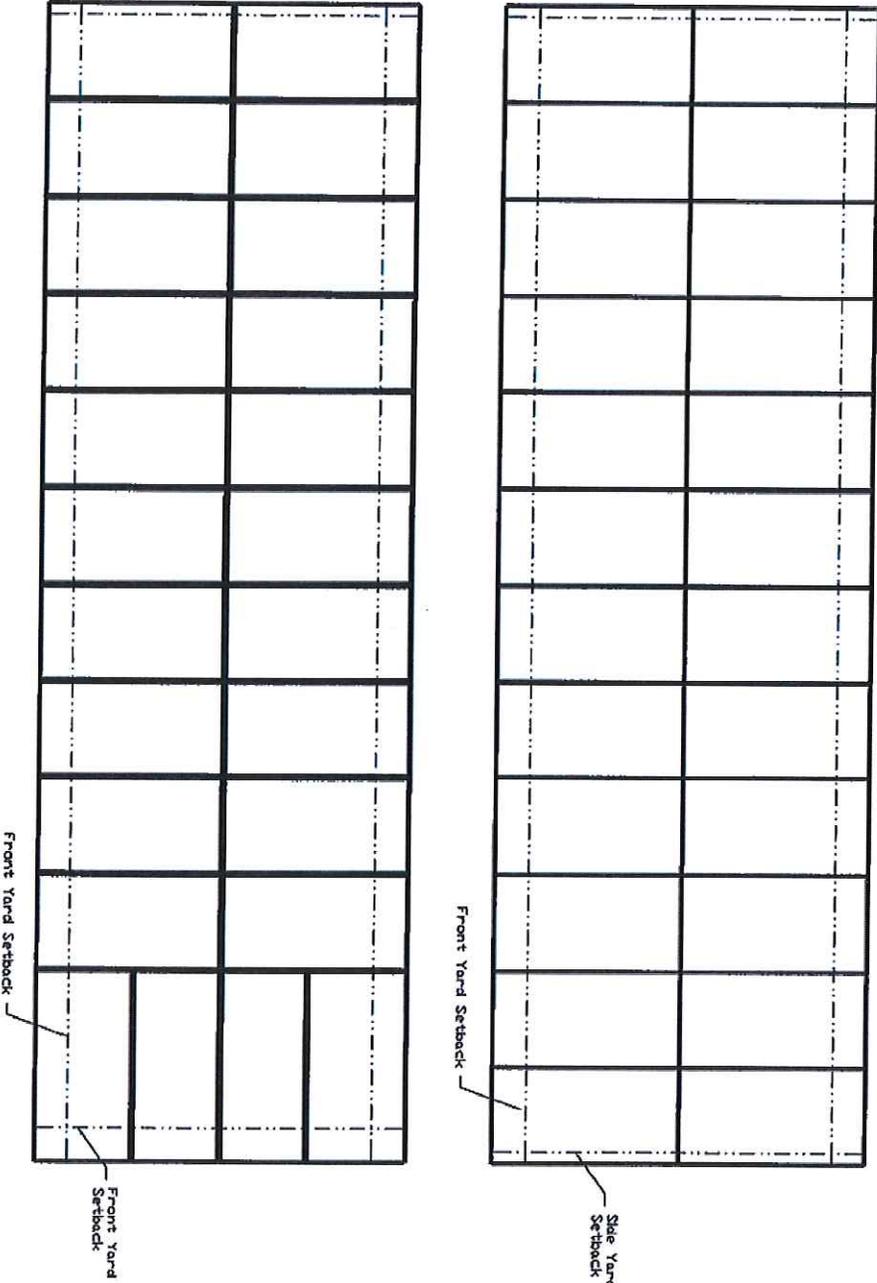


EXHIBIT E

Examples of facades that substantially conform to the PD architectural requirements



Colonial



Craftsman

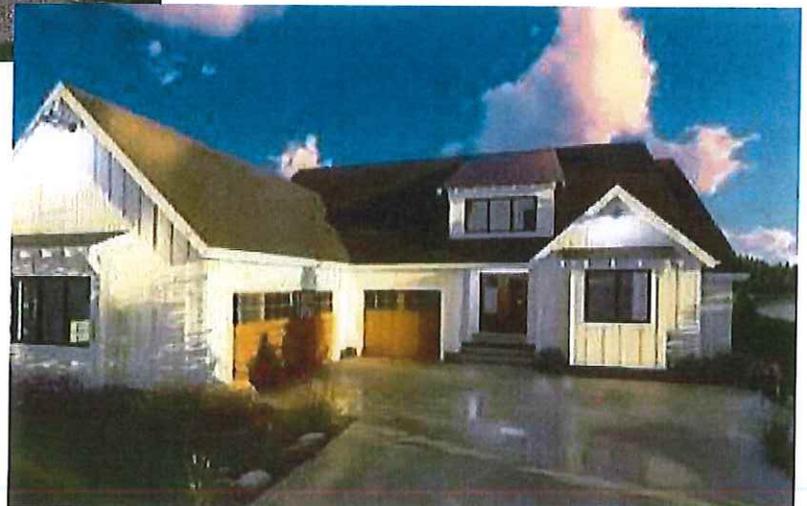




Euro and French Provincial



Farmhouse and Modern Farmhouse





Victorian





**Old World
Traditional**

**Painted Brick or
Stucco/Mediterranean**





**Prairie
Modern**

Tudor



Modern



City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Director
MEETING: February 16, 2026

SUBJECT:

420 County Road 1021(Wicker Hill) (Case 25-341): Hold a public hearing and consider and take possible action on a zoning ordinance change request from “A”, Agriculture, to “SF16”, Single Family Dwelling District-16. (First and Final Reading) (*Staff Contact: Tony McIlwain, Development Services Director*) (The Planning and Zoning Commission recommended approval 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 November 24, 2025, an application was submitted by Marshall Miller with Lonestar Land Surveying LLC. On behalf of Andy Mullins (owner) to change the zoning of approximately 0.999 acres of land to “SF16” Single-family dwelling district 16 for the future development of a new residential home.

DEVELOPMENT OVERVIEW:

Prior to any development of the site, platting will be required (currently under review). If the zoning change request is approved, all development will have to conform to the requirements and land uses of the SF16 Single-family dwelling district 16.

Zoning and Land Use Table

	Zoning	Use

Subject Site	Agriculture	Residential/Vacant
North	Agriculture	Residential
East	Agriculture	Residential
South	PD	Residential
West	Agriculture	Residential

This site is designated in the Comprehensive Plan as Neighborhoods

This category is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots.

Staff has determined that the requested use of SF16 aligns with the Comprehensive Plan.

Engineering:

Engineering civil construction reviews and platting will be required prior to the development of the site.

RECOMMENDATION:

Recommend approval for an ordinance for the zoning change.

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

1.13.2026: The Planning and Zoning Commission recommended approval 8-0.

REFERENCE:

<https://ecode360.com/39938791>

FISCAL IMPACT:

None.

STAFF CONTACT:

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

ZC25-341

PRESENTED TO CITY COUNCIL – 2.16.26

TONY MCILWAIN

DEVELOPMENT SERVICES DIRECTOR

ZC – 420 CR 1021 (Wicker Hill Rd)

Location:

- 420 CR 1021 (Wicker Hill Road)

Applicants:

- Marshall Miller (Lonestar Land Surveying LLC. (Applicant))
- Andy Mullins (Owner)

Item for approval:

Zoning Change from “A” Agricultural to “SF16” Single-family dwelling 16 district (Case 25-341).



Zoning

A, Agricultural



Comprehensive Plan

Neighborhoods



ZC – 420 CR 1021 (Wicker Hill Rd)

Public Hearing Notice:

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



ZC – 420 CR 1021 (Wicker Hill Rd)

P&Z Summary:

- Recommended approval 8-0
- No discussion
- No speakers

Staff Recommendation:

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





**Recommend
Approval**



**Recommend
Denial**



Questions / Comments

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
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 0.999 ACRE TRACT OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NUMBER 179, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 1 ACRE TRACT OF LAND DESCRIBED BY DEED TO ANDREW BERT MULLINS, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2025-16848 (AS DESCRIBED IN COUNTY CLERK'S INSTRUMENT NUMBER 2012-7191), DEED RECORDS, JOHNSON COUNTY, TEXAS, FROM "A" AGRICULTURE TO "SF16" SINGLE-FAMILY DWELLING DISTRICT 16; 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 **Marshall Miller** on behalf of Andy Mullins on **November 24, 2025**, under **Case Number 25-341**, 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 **Agriculture (A)** to **Single-family dwelling district 16 (SF16)**; and

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

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

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

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

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

**Section 1
MAP AND ZONING
AMENDMENT**

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

Section 2

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

filed.

Section 9.

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

PASSED AND APPROVED:

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"

LEGAL DESCRIPTIONS:

BEING A 0.999 ACRE TRACT OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NUMBER 179, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 1 ACRE TRACT OF LAND DESCRIBED BY DEED TO ANDREW BERT MULLINS, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2025-16848 (AS DESCRIBED IN COUNTY CLERK'S INSTRUMENT NUMBER 2012-7191), DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE WESTERNMOST CORNER OF SAID CALLED 1 ACRE TRACT, SAME BEING THE SOUTHERNMOST CORNER OF A CALLED 1.0 ACRE TRACT OF LAND DESCRIBED BY DEED TO RONALD WAYNE BULLARD AND JULIA DARLENE BULLARD, RECORDED IN VOLUME 1545, PAGE 823, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING IN THE APPROXIMATE CENTERLINE OF WICKER HILL ROAD (COUNTY ROAD 1021), A PRESCRIPTIVE RIGHT-OF-WAY, FROM WHICH A 1/2" IRON ROD FOUND AT THE WESTERNMOST CORNER OF SAID BULLARD TRACT BEARS NORTH 44 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 176.05 FEET;

THENCE NORTH 42 DEGREES 06 MINUTES 37 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID CALLED 1 ACRE TRACT, BEING COMMON WITH THE SOUTHEAST LINE OF SAID BULLARD TRACT, A DISTANCE OF 246.80 FEET, TO A 1/2" IRON ROD FOUND AT THE NORTHERNMOST CORNER OF SAID CALLED 1 ACRE TRACT, SAME BEING THE EASTERNMOST CORNER OF SAID BULLARD TRACT, AND BEING ON THE SOUTHEAST LINE OF A CALLED 2.85 ACRE TRACT OF LAND DESCRIBED IN SAID BULLARD DEED;

THENCE SOUTH 45 DEGREES 09 MINUTES 47 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID CALLED 1 ACRE TRACT, BEING COMMON WITH THE SOUTHWEST LINE OF SAID CALLED 2.85 ACRE TRACT, A DISTANCE OF 175.16 FEET, TO A 1/2" IRON ROD FOUND AT THE EASTERNMOST CORNER OF SAID CALLED 1 ACRE TRACT, SAME BEING THE SOUTHERNMOST CORNER OF SAID CALLED 2.85 ACRE TRACT, AND BEING ON THE NORTHWEST LINE OF A CALLED 3.035 ACRE TRACT OF LAND DESCRIBED BY DEED TO JOHN K. BROWN AND OLIVIA BROWN, RECORDED IN VOLUME 792, PAGE 643, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE SOUTH 41 DEGREES 33 MINUTES 37 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTHEAST LINE OF SAID CALLED 1 ACRE TRACT, BEING COMMON WITH THE NORTHWEST LINE OF SAID CALLED 3.035 ACRE TRACT,

AT A DISTANCE OF 227.84 FEET, PASSING A 1/2" IRON ROD FOUND FOR REFERENCE AND CONTINUING IN ALL 247.25 FEET, TO A COTTON SPINDLE SET AT THE SOUTHERNMOST CORNER OF SAID CALLED 1 ACRE TRACT, SAME BEING THE WESTERNMOST CORNER OF SAID CALLED 3.035 ACRE TRACT, AND BEING IN THE APPROXIMATE CENTERLINE OF SAID WICKER HILL ROAD, FROM WHICH A 60-D NAIL FOUND BEARS FOR REFERENCE SOUTH 45 DEGREES 09 MINUTES 20 SECONDS EAST, A DISTANCE OF 1114.19 FEET;

THENCE NORTH 45 DEGREES 03 MINUTES 29 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID CALLED 1 ACRE TRACT AND WITH SAID CENTERLINE, A DISTANCE OF 177.55 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 0.999 ACRES OR 43,501 SQUARE FEET OF LAND, MORE OR LESS.

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony D. McIlwain, Development Services Director
MEETING: February 16, 2026

SUBJECT:

Consider and take possible action on a Neighborhood Empowerment Zone incentive policy.
(Staff Contact: Tony D. McIlwain, Development Services Director)

STRATEGIC PRIORITY AND GOAL(S):

	<p>Dynamic & Preferred City Through Managed Growth</p>	<p>2.1 Promote sustainable residential and commercial development through strategic and long-term planning</p>
--	---	--

SUMMARY:

A Neighborhood Empowerment Zone (NEZ) is a municipal planning and development program/tool that allows a municipality to designate a defined geographic area for the purpose of providing municipal property tax abatements, fee waivers, release of city liens, etc. These incentives are designed to promote affordable housing, economic development and expanded services, and are available to property owners who build or rehabilitate property within a NEZ.

RECOMMENDATION:

Staff is recommending approval of the proposed NEZ incentive policy.

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

August 21, 2024: Staff provided a briefing to the Council Policy and Valuation Committee on several facets of NEZs.

April 23, 2025: The Council Policy and Valuation Committee approved a motion to the take the item to forward to the full Council.

August 4, 2025: Council received a briefing on Neighborhood Empowerment Zones and directed staff to proceed with identifying incentives.

January 5, 2026: Council received a briefing on the proposed Neighborhood Empowerment Zone Incentive policy.

REFERENCE:

Insert CSO# if applicable
Insert resolution or ordinance change

FISCAL IMPACT:

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

STAFF CONTACT:

Tony D. McIlwain, AICP, CFM
Development Services Director
tmcilwain@burlson.tx.com
817-426-9684



Neighborhood Empowerment Zone Incentive Policy

CITY COUNCIL: FEBUARY 16, 2026

GENERAL PURPOSE

Chapter 378 of the Texas Local Government Code allows a municipality to create a Neighborhood Empowerment Zone (NEZ) when a “...municipality determines that the creation of the zone would promote:

- The creation or rehabilitation of affordable housing, including manufactured housing, in the zone;
- An increase in economic development;
- Improving the quality of social services, education, and/or public safety provided to the residents of the NEZ.

POLICY GOALS AND DURATION

- The City of Burleson, by adopting the NEZ Incentive Policy, will promote rehabilitation of single-family homes, multi-family housing, commercial properties, and economic development in the Neighborhood Empowerment Zone (NEZ).
- The City Council may approve additional terms and incentives as permitted by Chapter 378 of the Texas Local Government Code or by City Council resolution.
- Policy establishes a NEZ length of ten (10) years. Upon the end of the ten (10) years, the life of the NEZ can be extended with approval from the City Council.

BUILDING & DEVELOPMENT INCENTIVES

- Building Permit fees
- Demolition fees
- Electrical Permit fees
- Irrigation Permit fees
- Mechanical Permit fees
- Plan Review fees

- Priority Plat Application fees
- Plumbing Permit fees
- Sign Permit fees
- Zoning Application fees

- Priority Plan Review and Permitting

- *Note: impact fees are not eligible for waivers*

LIEN RELEASE INCENTIVE

- Affords property owners a release of liens attached to properties as a result of demolitions or expenditures associated with cutting high grass and/or nuisance abatements.
- Release of liens would only be allowed in conjunction with new construction, or renovation of eligible facilities, within the target area where the proposed improvement amount will be greater than the lien amount plus interest.
- City staff will be required to discuss the lien release process, scope of the project, and determine eligibility, after which time staff will provide the lien amount and approximate interest that shall be incurred depending on project completion date.

ELIGIBILITY CRITERIA

- Property must be located within active NEZ.
 - Owner must submit a completed NEZ application to the city before any eligible improvements are made to the property.
 - Owner must not be delinquent in paying property taxes for any property they own within the city.
 - Owner must not have any active liens filed against any city property owned by them outside of the NEZ.
 - Owner must perform *new construction* or *eligible rehabilitation* on the property equal to a minimum 20% of the *base value* of the property.
 - Property is in conformance with applicable city zoning, urban design standards, and landscaping requirements.
- “*Base value*” is the value of the real property, excluding land, as determined by the Johnson County or Tarrant County Appraisal Districts, as of January 1, prior to the effective date of the incentive agreement.
 - “*Eligible rehabilitation*” includes only physical improvements to real property (furniture, appliances, equipment, and/or supplies is not eligible).
 - “*New construction*” is a newly constructed improvement requiring a permanent foundation. This excludes accessory structures such as sheds and incidental out-buildings.

CERTIFICATIONS AND DENIED APPLICATIONS

- Staff will certify the property owner's eligibility to receive incentives based on the criteria set forth in this policy.
- NEZ certifications are owner and address specific. Minor modifications to an existing certification may be made with correct documentation. New or additional projects at the same address or in the same development will require a new application for project certification.
- If City Council changes NEZ boundaries or terminates a NEZ area, certified projects will maintain eligibility for three (3) years from the original certification date. The certification date will not be modified or extended.
- Appeals for denied applications will be presented to City Council for consideration.

NEXT STEPS

- A public hearing will be required to establish the NEZ.
- Resolution approving the NEZ will have to include a finding that the creation of the zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons in the municipality; and a finding by the governing body that the creation of the zone satisfies the requirements of Section 312.202, Tax Code.

City of Burleson Neighborhood Empowerment Zone (NEZ) Policy

I. GENERAL PURPOSE & PROGRAM GOALS

Chapter 378 of the Texas Local Government Code allows a municipality to create a Neighborhood Empowerment Zone (NEZ) when a "...municipality determines that the creation of the zone would promote:

- The creation or rehabilitation of affordable housing, including manufactured housing, in the zone;
- An increase in economic development;
- Improving the quality of social services, education, and/or public safety provided to the residents of the NEZ

The City of Burleson, by adopting the NEZ Policy, will promote rehabilitation of single-family homes, multi-family housing, commercial properties, and economic development in the Neighborhood Empowerment Zone (NEZ). The City Council may approve additional terms and incentives as permitted by Chapter 378 of the Texas Local Government Code or by City Council resolution.

The life of the NEZ shall be a length of ten (10) years. Upon the end of the ten (10) years, the life of the NEZ can be extended with approval from the City Council.

II. INCENTIVES

For NEZ applicants, the following fee waivers, including, but not limited to, are reviewed and may be granted on a case-by-case basis. Please note, impact fees are not eligible for waivers.

1. Building Permit fees
2. Demolition fees
3. Electrical Permit fees
4. Irrigation Permit fees
5. Mechanical Permit fees
6. Plan Review fees
7. Plat Application fees
8. Plumbing Permit fees
9. Sign Permit fees
10. Zoning Application fees

Lien Release

In order to render properties in the Neighborhood Empowerment Zone more marketable, the lien release affords property owners a release of liens attached to properties as a result of demolitions or expenditures associated with cutting high grass and/or nuisance abatements. The release of such liens would only be considered in conjunction with eligible new construction or renovation of eligible facilities within the target area.

To apply for the Lien Release Program a meeting with city staff will be required to discuss the lien release process, scope of the project, and determine eligibility in accordance with Chapter 34, Code of Ordinances (as amended).

Priority Plan Review and Permitting

Certified projects are moved up to the next available review timetable for plan review and permitting.

III. ELIGIBILITY CRITERIA

1. The property must be located within active NEZ.
2. The property owner must submit a completed NEZ application to the city before any eligible improvements are made to the property.
3. The property owner must not be delinquent in paying property taxes for any property they own within the city.
4. The property owner must not have any active liens filed against any city property owned by them outside of the NEZ. “Liens” includes but is not limited to: weed liens, nuisance abatement liens, demolition liens, and board-up/open structure liens.
5. The property owner must perform *new construction* or *eligible rehabilitation* on the property equal to a minimum 20% of the *base value* of the property.
6. A qualifying project must contain an exterior, aesthetic improvement/component that benefits the neighborhood (ex. garage doors, roof, fencing, exterior siding)
7. The property is in conformance with applicable city zoning, urban design standards, and landscaping requirements. Any property owner seeking a variance or waiver to any city development standard must secure said variance or waiver approval prior to submission of a NEZ application.

For purposes of this section, “*base value*” is the value of the real property, excluding land, as determined by the Johnson County or Tarrant County Appraisal Districts, as of January 1, prior to the effective date of the incentive agreement.

For purposes of this section, “*eligible rehabilitation*” includes only physical improvements to real property. Eligible Rehabilitation does NOT include personal property (such as furniture, appliances, equipment, and/or supplies).

For purposes of this section, “*new construction*” is a newly constructed improvement requiring a permanent foundation. This excludes accessory structures such as sheds and incidental out buildings.

IV. CERTIFICATIONS FOR APPLICATIONS

Once the Department determines that the application is complete, staff will certify the property owner’s eligibility to receive incentives based on the criteria set forth in this policy. Ineligible applications will be denied.

All NEZ certifications are owner and address specific. Minor modifications to an existing certification may be made with correct documentation. New or additional projects at the same address or in the same development will require a new application for project certification.

In the event that City Council changes the NEZ boundaries or terminates a NEZ area, certified projects will maintain eligibility for three (3) years from the original certification date. The certification date will not be modified or extended.

V. **DENIED APPLICATIONS**

Appeals for denied applications will be presented to the Burleson City Council.

City Council Regular Meeting

DEPARTMENT: City Manager's Office

FROM: Janalea Hembree, Assistant to the City Manager

MEETING: February 16, 2026

SUBJECT:

Consider and take possible action on a resolution nominating candidates to fill a vacancy on the Board of Directors for the Central Appraisal District of Johnson County. *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

SUMMARY:

The city of Burleson was notified by the Johnson County Central Appraisal District (JCAD) of a vacancy on the board of one of the appointed members. The notification was received by the city on January 16, 2026 providing a 45 day window for the city to nominate a candidate for consideration by the board. The deadline to submit any nominations is March 2, 2026. The Texas Property Code Section 6.0301(f) outlines the procedure to fill the vacancy.

- JCAD provides notices to all its taxing entities with a 45 day window
- Each taxing entity can provide a nomination for the board to consider since the vacancies is for a appointed board member and not an elected member
- Once received the board will review all the nominations from the taxing entities to take into consideration
- The board shall through Resolution name a person to serve the unexpired term
- The board does not have to appoint a nominee based on number of nominations received

The JCAD board consist of 9 members total; 5 appointed, 3 elected and the Tax Assessor/Collector. The members of the JCAD must meet certain requirements to be eligible to serve on the board. The members must be a resident of the district and must have resided in the district for at least two years immediately preceding the date of the individual takes office.

RECOMMENDATION:

N/A

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

10/06/2025: Resolution nominating candidates for the Central Appraisal District of Johnson County Board of Directors. Council nominated: Jason Marbut and Ignacio Hernaiz

11/03/2025: Resolution allocating votes for the Central Appraisal District of Johnson County Board of Directors. Peter Svendsen (1), Jason Marbut (100), Ignacio Hernaiz (63-remaining).

12/15/2025: Resolution nominating candidate for the Central Appraisal District of Johnson County Board of Directors. Council nominated: Ignacio Hernaiz.

01/01/2026: Taxing entities voted for the 2026-2027 term: Peter Svendsen and Jason Marbut

XXX: The Board elected XX to fill the vacancy of Mary Sarver

REFERENCE:

Resolution CSO#5596-09-2024 – Signed 09/23/2024

Resolution CSO#5668-11-2024 – Signed 11/18/2024

STAFF CONTACT:

Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817-426-9299

Central Appraisal District Vacancy Nomination

PRESENTED TO THE CITY COUNCIL – FEBRUARY 16, 2026

JANALEA HEMBREE, ASSISTANT TO THE CITY MANAGER

GENERAL INFORMATION

Board

- 5 Members appointed by the districts within its jurisdiction
- 3 Members elected by majority vote at the general November election
- 1 Tax Assessor-Collector

Roles & Responsibilities

- Hire the Chief Appraiser
- Govern the district
- Adopt the annual budget
- Does not appraise properties
- Adopts the reappraisal plan

Vacancy Process

- If a vacancy occurs in an Entity Appointive position, each taxing unit within the district, may nominate a candidate to fill the vacancy.
- Nominations are due via Resolution 45 days from notice.
- The Board shall appoint by majority vote one of the nominees to fill the vacancy.
- Entities will not cast votes

VACANCY UPDATE

Johnson County

- On January 16, we were notified of a vacancy due to the resignation of an Entity Appointed member
- Submit name of a nominee by resolution on or before March 2
- Submitting a nomination is not required
- Entities do not vote
- The board will select a member from the list of nominations submitted
- Resigning Member: Brannon Potts

BOARD MEMBER ELIGIBILITY

Residency

- Must reside in the appraisal district for at least two years

Ineligible

- Delinquent on property taxes for more than 60 days
- Served on the Board for all or part of five terms.
- Has a substantial interest in a business entity that is party to a contract with the appraisal district

Second Degree of Consanguinity and Affinity

- Ineligible if the individual is related within the second degree of blood or marriage to the following:
 - An appraiser who appraises property for use in a proceeding under the Tax Code
 - A person who represents property owners for compensation in proceedings under the Tax Code in the appraisal district

BOARD OF DIRECTOR MEMBERS - JOHNSON

CURRENT BOARD

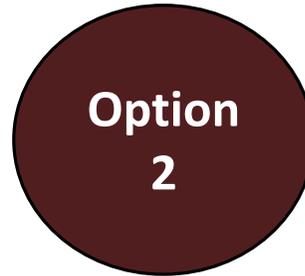
- **Vacant**
Member
Entity Appointed
- **John Wood**
Vice Chairman
Entity Appointed
- **Chris Saunders**
Member
Publicly Elected
- **Jason Marbut**
Secretary
Entity Appointed
- **Tina White**
Member
Publicly Elected
- **Larry Trammell**
Member
Publicly Elected
- **Brannon Potts**
Member
Entity Appointed
- **Peter Svendsen**
Chairman
Entity Appointed

PRIOR ACTION

- 10/06/2025 – Resolution nominating Jason Marbut and Ignacio Hernaiz
- 11/03/2025 – Resolution allocating votes
- 12/15/2025 – Resolution nominating Ignacio Hernaiz
- 01/01/2026 – Taxing entities voted Peter Svendsen and Jason Marbut



Nominate a candidate on the ballot for Central Appraisal District of Johnson County Board of Directors



Take no action

CURRENT BOARD	
<ul style="list-style-type: none"> • Vacant Member Entity Appointed • John Wood Vice Chairman Entity Appointed • Chris Saunders Member Publicly Elected • Jason Marbut Secretary Entity Appointed 	<ul style="list-style-type: none"> • Tina White Member Publicly Elected • Larry Trammell Member Publicly Elected • Brannon Potts Member Entity Appointed • Peter Svendsen Chairman Entity Appointed

PRIOR ACTION
<ul style="list-style-type: none"> • 10/06/2025 – Resolution nominating Jason Marbut and Ignacio Hernaiz • 11/03/2025 – Resolution allocating votes • 12/15/2025 – Resolution nominating Ignacio Hernaiz • 01/01/2026 – Taxing entities voted Peter Svendsen and Jason Marbut

RESOLUTION TO NOMINATE A
CANDIDATE FOR A VANCANCY ON THE BOARD OF DIRECTORS OF THE
CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY

WHEREAS, the City of Burleson is a voting taxing unit in Johnson County, Texas, and pursuant to Texas Property Tax Code §6.03 authorized to nominate a candidate to fill a vacancy on the Board of Directors of the Central Appraisal District of Johnson County; and

WHEREAS, the Chief Appraiser of the Central Appraisal District of Johnson County has notified the City of Burleson that a vacancy exists on the Board of Directors of the Central Appraisal District of Johnson County and that it may nominate a candidate for the Board of Directors to consider appointing as a member of the Board of Directors; and,

WHEREAS, the City of Burleson has determined that it would be in the public interest to nominate a candidate to fill the unexpired term of the vacant member of the Board of Directors of the Central Appraisal District of Johnson County,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BURLESON:

That the City of Burleson hereby nominates _____ as a candidate to fill the vacancy on the Board of Directors of the Central Appraisal District of Johnson County.

PASSED AND APPROVED THIS the _____ Day of _____, 2026

Chris Fletcher, Mayor
City of Burleson

CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY



109 North Main Street
Cleburne Texas 76033

www.johnsoncad.com

Metro (817) 648-3000

Chris Fletcher
City of Burleson
141 West Renfro St
Burleson, TX 76028
mayor@burlesontx.com

January 16, 2026

Re: Vacancy on the Board of Directors for the Central Appraisal District of Johnson County

Dear Mr. Fletcher:

The purpose of this letter is to provide your taxing unit with notification of a vacancy on the Board of Directors of the Central Appraisal District of Johnson County. Section 6.03 of the Texas Property Tax Code provides for the process in which a vacancy on the board of directors of an appraisal district is filled.

Each voting taxing unit may nominate by resolution a person to fill this vacancy on the Board of Directors by submitting a nominee to the Chief Appraiser within 45 days of the date of this notice.

The Board of Directors will select one of the nominees at its meeting on March 12, 2026. If your taxing unit nominates a person to fill this vacancy, please forward a copy of the resolution nominating the person to Mitch Fast, Chief Appraiser by March 2nd, 2026.

If you have any questions, please do not hesitate to contact me at (817) 658-3053 or mfast@johnsoncad.net.

Sincerely,

Mitch Fast, RPA
Executive Director and Chief Appraiser
Central Appraisal District of Johnson County

City Council Regular Meeting

DEPARTMENT: Capital Engineering

FROM: Randy Morrison, PE, Director of Capital Engineering

MEETING: February 16, 2026

SUBJECT:

Consider and take possible action on a Funding Interlocal Agreement with Johnson County for the Hulen Street and BNSF Railroad Grade Separation Project in the amount not to exceed \$5,140,000. (Project ST2604) (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 2.5 Develop and maintain facilities and utility services</p>

SUMMARY:

On November 5, 2024, voters approved the Johnson County 2024 Transportation Bond Program, which included funding for the Hulen Street and BNSF Railroad Grade Separation Project. Johnson County would like the City of Burleson to lead the project through design, right-of-way and construction. The proposed Funding Interlocal Agreement will provide reimbursement to the City for actual costs, up to the voter approved bond amount of \$5,140,000. The City will be responsible for securing all additional funding necessary to deliver the project.

The project involves constructing a four-lane divided roadway section with sidewalks, connecting to an active city widening project for Hulen Street. Additionally, this project includes building an overpass bridge that will enable vehicles to cross over railroad tracks without flooding during flood events. The project will include extending the four-lane roadway improvements to the existing Alsbury Blvd. and Hulen St. roundabout to the Northwest and to the proposed limits of the Hulen St. Widening Project, that will stop just North of Candler Dr. to the Southeast.

RECOMMENDATION:

Consider and take possible action on a Funding Interlocal Agreement with Johnson County for the Hulen Street and BNSF Railroad Grade Separation Project in the amount not to exceed \$5,140,000.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$5,140,000

Account Number(s): Project ST2604

Fund: N/A

Account Description: Reimbursement

Procurement Method: N/A

STAFF CONTACT:

Randy Morrison, PE

Director of Capital Engineering

rmorrison@burlesontx.com

817-426-9612



Hulen Street and BNSF Railroad Grade Separation Project

Funding Interlocal Agreement

PRESENTED TO CITY COUNCIL

FEBRUARY 16, 2026

BACKGROUND

- Johnson County 2024 Transportation Bond Program approved by voters November 5, 2024
- The bond funds 16 projects, including the Hulen Street and BNSF Railroad Grade Separation Project
- The bond program includes \$5,140,000 for design, right-of-way acquisition and a portion of construction
- The City will be responsible for securing all additional funding necessary to deliver the project
- The ILA allows the City to manage the project and receive reimbursement for project costs from Johnson County



PROJECT DETAILS

Proposed Project Description:

The project involves constructing a four-lane divided roadway section with sidewalks, connecting to an active city widening project for Hulen Street. Additionally, this project includes building an overpass bridge that will enable vehicles to cross over railroad tracks without flooding during flood events.

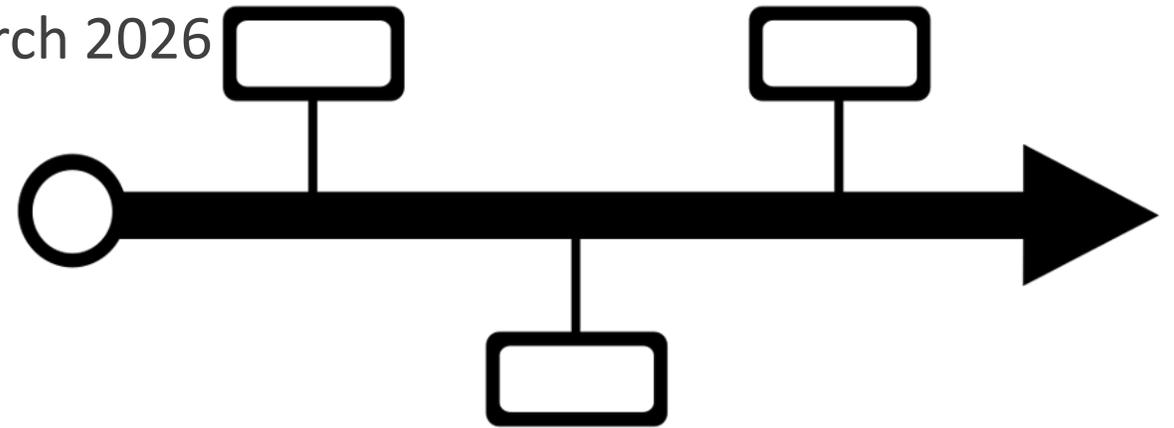
Preliminary Cost Estimate: \$19,890,000

-Staff is evaluating cost estimate to make sure anticipated costs match typical build out and treatments planned for Hulen St.



TIMELINE

- Agreement Approval: February 16, 2026
- Johnson County Approval: February/March 2026
- Design Start: Summer 2026



ACTION REQUESTED

Consider and take possible action on a Funding Interlocal Agreement with Johnson County for the Hulen Street and BNSF Railroad Grade Separation Project in the amount not to exceed \$5,140,000.

Questions/Comments

Randy Morrison, PE

Director of Capital Engineering

rmorrison@burlesontx.com

817-426-9612

STATE OF TEXAS § Funding Interlocal Agreement for
§ Hulen Street and BNSF RR Grade Separation
COUNTY OF JOHNSON §

This interlocal agreement (ILA) is entered into between Johnson County, Texas, hereinafter referred to as COUNTY, and the City of Burleson, hereinafter referred to as CITY, and collectively referred to as the “parties”, for the purpose of providing funding through the Johnson County 2024 Transportation Bond Program to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Johnson County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Johnson County 2024 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and CITY each have the legal authority to perform obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project, hereinafter referred to as the “Project”, will consist of a grade separation on Hulen Street at BNSF Railroad. The Project involves constructing a four-lane divided roadway section with sidewalks, connecting to an active city widening project for Hulen Street. Additionally, this project includes building an overpass bridge that will enable vehicles to cross over railroad tracks without flooding during flood events.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including planning, engineering, surveying, right of way acquisition, utility relocation, construction match and governmental approval costs (collectively referred to as “Costs”);

- B. The CITY agrees all services will be performed in accordance with TxDOT’s policies, guidelines, and procedures.
- C. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- D. Construction agreement administration, site review, permitting, and inspection;
- E. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- F. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG’s Transportation Improvement Program (TIP);
- G. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;
- H. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- I. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

“This project is funded by the City of Burleson and the Johnson County Commissioners Court through the Johnson County 2024 Transportation Bond Program.”
- J. Compliance with Laws: In providing the services required by this Agreement, CITY’S Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY’S Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

III.
TERM

This ILA shall become effective upon the approval of both parties and shall expire upon project construction completion, unless terminated as described in Section XIII in this ILA or extended in writing and approved by both parties.

IV.
FISCAL FUNDING ACKNOWLEDGEMENT

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the

affected party will immediately notify the other party of such occurrence and this ILA shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V.
REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for 100% of the actual eligible project costs in an amount not to exceed \$5,140,000.00. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the Project is complete.

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein.

VI.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this Project.

VII.
ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII.
THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX.
AUDIT OF RECORDS

The CITY's records regarding this Project shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the Project.

X.
ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Johnson County, Texas.

XII.
SCHEDULING

The CITY agrees that the COUNTY retains control over the reimbursement schedule identified in Section V Reimbursement Process. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance, if such changes are the result of COUNTY requirements. Such notification will be in the form of written correspondence by e-mail or regular mail.

XIII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:
County Judge
Johnson County
2 North Main Street
Cleburne, Texas 76033

CITY:
City Manager
City of Burleson
141 W Renfro Street
Burleson, TX 76028

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

APPROVED on the dates below by Johnson County and the City of Burleson.

JOHNSON COUNTY, TEXAS

Christopher Boedeker, County Judge

Date: _____

ATTEST

April Long, County Clerk

Date: _____

CITY OF BURLESON

Chris Fletcher, Mayor

Date: _____

ATTEST

Amanda Campos, City Secretary

Date: _____

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$5,140,000.00

Steve Watson, County Auditor

Date: _____

City Council Regular Meeting

DEPARTMENT: City Secretary’s Office
FROM: Lisandra Leal, Assistant City Secretary
MEETING: February 16, 2026

SUBJECT:

Consider and take possible action on a minute order to appoint various members to the City of Burleson Boards/Commissions/Committees to fill vacancies. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority
 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <p>Great Place to Live through Expanded Quality of Life Amenities</p> </div>

SUMMARY:

The Community & Intergovernmental Relations council committee met on January 21, 2026, to review vacancies on city boards and commissions. The committee reviewed all the applications and made the following recommendations for partial appointments.

Advisory Committee on People with Disabilities

Place	Members	Appt.	Term
2 (Ord. Sec 2-36c)	Steven D. McAnally	Partial	2024 – 2027
9 (Youth – non student voting member)	Jordan Smelley	Partial	2025 - 2026

Capital Improvement Program Advisory Committee

Place	Members	Appt.	Term
5	Michael Humphries	Partial	2025-2028

Park and Recreation Board

Place	Members	Appt.	Term
5	Amba Martin		2025-2028

Public Spaces and Cultural Heritage Board

Place	Members	Appt.	Term
5	Payton L. Byrd	Partial	2025-2028
7	Vaughn M Schlegel	Partial	2025-2028
9	John Zamaripa	Partial	2025-2028

Zoning Board of Adjustment

Place	Members	Appt.	Term
5	Jeremy Hill	Partial	2025-2028
9	Shannan Sutter	Partial	2025-2028

RECOMMENDATION:

Approve Minute Order

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

Community & Intergovernmental Relations council committee met on January 21, 2026 to review applications.

REFERENCE:

N/A

FISCAL IMPACT:

None

STAFF CONTACT:

Lisandra Leal
 Assistant City Secretary
lleal@burlesontx.com
 817-426-9687

Boards & Commissions Mid-Year Vacancies

CITY COUNCIL MEETING, FEBRUARY 16, 2026

LISANDRA LEAL, ASSISTANT CITY SECRETARY

Why Mid-Year Appointments?



- As of December 1, 2025, there were eight vacancies across various boards, commissions, and committees.
- The Communications Department advertised the vacant positions on Facebook on November 28 and December 3, 2025.
- On January 22, 2025, the Community and Intergovernmental Relations Committee met to review and discuss appointments to fill board vacancies.



Vacant Positions

Board	Place	Term
Advisory Committee on People with Disabilities	Place 2 - ord. sec 2-36c	2024 – 2027
Capital Improvement Program Advisory Committee	Place 5	2025 – 2028
Park and Recreation Board	Place 5	2025 – 2028
Public Spaces & Cultural Heritage Board	Place 5	2025 – 2028
Public Spaces & Cultural Heritage Board	Place 7	2025 – 2028
Public Spaces & Cultural Heritage Board	Place 9	2025 – 2028
Zoning Board of Adjustment	Place 5	2025 – 2028
Zoning Board of Adjustment	Place 9	2025 – 2028



Recommended Appointments

Advisory Committee on People with Disabilities

Place	Members	Appt.	Term
2 (Ord. Sec 2-36c)	Steven D. McAnally	Partial	2024 – 2027
9 (Youth – <u>non student</u> voting member)	Jordan Smelley	Partial	2025 - 2026

Capital Improvement Program Advisory Committee

Place	Members	Appt.	Term
5	Michael Humphries	Partial	2025-2028

Park and Recreation Board

Place	Members	Appt.	Term
5	Amba Martin	Partial	2025-2028

Public Spaces and Cultural Heritage Board

Place	Members	Appt.	Term
5	Payton L. Byrd	Partial	2025-2028
7	Vaughn M Schlegel	Partial	2025-2028
9	John Zamaripa	Partial	2025-2028

Zoning Board of Adjustment

Place	Members	Appt.	Term
5	Jeremy Hill	Partial	2025-2028
9	Shannan Sutter	Partial	2025-2028

Questions / Comments

City Council Regular Meeting

DEPARTMENT: Finance

FROM: Kevin Hennessey, Deputy Director of Finance

MEETING: February 16, 2026

SUBJECT:

Consider and take possible action on an ordinance amending the City operating budget (CSO#5910-09-2025) for Fiscal Year 2025-2026. This amendment includes an increase to revenues of \$1,542,975 and the appropriations in the amount of \$441,978; and time is of the essence. (First and Final Reading) (*Staff Contact: Kevin Hennessey, Deputy Director of Finance*)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>High Performing City Organization Providing Exceptional, People Focused Services</p>	<p>1.4 Be a responsible steward of the city's financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.</p>

SUMMARY:

Amending the City budget for the Fiscal Year 2025-2026 to accommodate for a contract in response to the RFP 2026-002 for janitorial services (\$68,000), additional part time staff in Parks for Old Town (\$25,200), grant related increase to the revenue and expenditures for Fire (\$50,000), the addition to the Chisenhall Sports Complex Fund revenues (\$1,492,975) and an increase to expenditure budget for SFC management (\$406,063), update to the 4B transfer to the Chisenhall Sports Complex Fund (\$-107,285), as well as moving the expanded Fourth of July event budget of (\$75,000) from the Hotel Motel Tax Fund to the 4B Fund as a result of an internal audit of Hotel Motel Tax expenditures.

RECOMMENDATION:

Approve the ordinance amending the City budget for Fiscal Year 2025-2026 by increasing appropriations to various funds.

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

On August 18, 2025, the 4B Board approved the budget and Capital Improvement Plan.

On September 2, 2025, the City Council held a public hearing and conducted the first reading of the City’s FY 2025-2026 annual budget with the five-year Capital Improvement Plan (CIP).

On September 8, 2025, the City Council approved the second reading of the City’s FY 2025-2026 annual budget with the five-year Capital Improvement Plan (CIP).

On October 20, 2025, the City Council approved a budget amendment.

On December 15, 2025, the City Council approved an amendment to the annual operating budget to accommodate encumbrance rollovers from FY 2024-2025.

REFERENCE:

CSO#5910-09-2025

FISCAL IMPACT:

Fund	Proposed Revenues	Proposed Expenditures
General Fund	-	93,200
Public Safety Grants	50,000	50,000
Chisenhall Sports Complex Fund	1,492,975	406,063
4B Fund	-	(32,285)
Hotel/Motel Tax Fund	-	(75,000)
Total Impact	1,542,975	441,978

STAFF CONTACT:

Kevin Hennessey
Deputy Director of Finance

KHennessey@burlesontx.com
817-426-9648

Fiscal Year 2025-2026 Mid-Year Budget Amendment

PRESENTED TO THE COUNCIL ON

FEBRUARY 16, 2026

Overview



Total Fiscal Impact of the Budget Amendment



Purpose of the Budget Amendment by Fund



Fiscal Impact of the Budget Amendment by Fund

Fiscal Impact of the Budget Amendment

Fund	Proposed Revenues	Proposed Expenditures
General Fund	-	93,200
Public Safety Grants	50,000	50,000
Chisenhall Sports Complex Fund	1,492,975	406,063
4B Fund	-	(32,285)
Hotel/Motel Tax Fund	-	(75,000)
Total Impact	1,542,975	441,978

General Fund

Janitorial Services- \$68,000

Old Town Part-Time Employees - \$25,200

General Fund

Department	Account	Proposed Revenue	Proposed Expenditure	Description
Facilities Maintenance	Other Outside Services	-	68,000	Competitive solicitation - RFP 2026-002 Janitorial Services
Parks	Personnel	-	25,200	2 Part-Time Old Town employees 75% of year
	Total Proposed Budget Amendment	-	93,200	

Public Safety Grants Fund

EMS School -	\$50,000
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Public Safety Grants Fund

Department	Account	Proposed Revenue	Proposed Expenditure	Description
Fire	State Grant Receipts	50,000	-	Texas Workforce Grant (EMSSchool)
Fire	Travel and Training	-	50,000	Texas Workforce Grant (EMSSchool)
	Total Proposed Budget Amendment	50,000	50,000	

Revised Budget



	Pro Forma	Year 1 Budget	\$ Pro Forma vs Year 1 Budget
Revenue	\$979,628	\$1,492,975	\$513,347
Cost of Goods Sold	\$357,972	\$540,674	\$182,702
Total Operating Expenses	\$1,151,412	\$1,374,773	\$223,361
EBITDA	-\$529,757	-\$422,472	\$107,285

Chisenhall Sports Complex Fund

Base Salaries - (\$4,809)

Hourly Staff Payroll- \$183,682

Other Operating Expenditures - \$44,488

Cost of Goods Sold - \$182,702

Chisenhall Sports Complex Fund

Department	Account	Proposed Revenue	Proposed Expenditure	Description
Athletic Fields	Rentals	635,413	-	Tournament and Rentals
Athletic Fields	Concessions	777,562	-	Concession Revenue
Athletic Fields	Other Revenue	80,000	-	Sponsorships, Retail, Rebates, Etc.
Athletic Fields	Salaries	-	(9,847)	Manager base salary
Athletic Fields	FICA Taxes	-	5,038	FICA Taxes
Athletic Fields	Total Proposed Budget Amendment	-	228,170	Hourly staff, and other expenses
Athletic Fields	Cost of Sale	-	182,702	Increased Cost of Goods Sold
	Total Proposed Budget Amendment	1,492,975	406,063	

4B Fund

Expanded Fourth of July event -

\$75,000

Transfer out to Chisenhall Sports Complex Fund - (\$107,285)

4B Fund

Department	Account	Proposed Revenue	Proposed Expenditure	Description
4B Special Events	Project/Event/Meeting Exp	-	75,000	Moving appropriation of the event from Hotel/Motel Tax Fund
BCDC4B Sales Tax SRF	Transfer to PPF	-	(107,285)	Transfer to PPF
	Total Proposed Budget Amendment	-	(32,285)	

Hotel/Motel Tax Fund

Expanded Fourth of July event -

(\$75,000)

Hotel/Motel Tax Fund

Department	Account	Proposed Revenue	Proposed Expenditure	Description
Tourism Development	Project/Event/Meeting Exp		(75,000)	Moving appropriation of the event to 4B Fund
	Total Proposed Budget Amendment		(75,000)	

Recommendation / Action Requested

Move to approve a resolution requesting a Mid-Year Budget Amendment to increase the revenues by \$1,542,975 and the appropriations in the amount of \$441,978 in various funds to accommodate operating needs for Fiscal Year 2025-2026.

Questions / Comments



ORDINANCE

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2025-2026 BY INCREASING APPROPRIATIONS IN THE GENERAL FUND IN THE AMOUNT OF \$93,200, BY INCREASING APPROPRIATIONS IN THE PUBLIC SAFETY GRANTS FUND IN THE AMOUNT OF \$50,000, BY INCREASING APPROPRIATIONS IN THE CHISENHALL SPORTS COMPLEX FUND IN THE AMOUNT OF \$406,063, BY DECREASING APPROPRIATIONS IN THE 4B FUND IN THE AMOUNT OF \$32,285, BY DECREASING APPROPRIATIONS IN THE HOTEL/MOTEL TAX FUND BY \$75,000, BY INCREASING ANTICIPATED REVENUES IN THE PUBLIC SAFETY GRANTS FUND BY \$50,00, AND BY INCREASING ANTICIPATED REVENUES IN THE CHISENHALL SPORTS COMPLEX FUND BY \$1,492,975; FINDING THAT TIME IS OF THE ESSENCE AND THAT THIS ORDINANCE MAY BE CONSIDERED AND APPROVED AT ONLY ONE MEETING; INSTRUCTING THE CITY MANAGER TO FILE THE BUDGET AMENDMENT WITH THE COUNTY CLERK; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND, PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, on or about September 8, 2025, the City Council passed Ordinance CSO#5910-09-2025, which adopted a City budget for Fiscal Year 2025-2026 (10/1/25-9/30/26) (the “Original Budget”); and

WHEREAS, on October 20, 2025, and December 15, 2025, the City Council approved amendments to the Original Budget through ordinances (the “Budget”); and

WHEREAS, the City Council desires to amend the Budget by increasing appropriations in the General Fund in the amount of \$93,200, by increasing appropriations in the Public Safety Grants Fund in the amount of \$50,000, by increasing appropriations in the Chisenhall Sports Complex Fund in the amount of \$406,063, by decreasing appropriations in the 4B Fund in the amount of \$32,285, by decreasing appropriations in the Hotel/Motel Tax Fund by \$75,000, by increasing anticipated revenues in the Public Safety Grants Fund by \$50,00; and by increasing anticipated revenues in the Chisenhall Sports Complex Fund by \$1,492,975; and

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

WHEREAS, the City Council finds and determines that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance supplements the adopted budget by appropriating additional funds, because this ordinance is not considered as part of the consent agenda, and because time is of the essence; and

WHEREAS, the City Council hereby finds and determines that the amendments and regulations set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, welfare, morals, and general welfare.

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

Section 1.

In addition to those amounts appropriated from the various City departments for Fiscal Year 2025-2026 in the Budget, there shall also be increased appropriations and decreased appropriations as set forth in the following funds below:

1. Increasing appropriations in the General Fund in the amount of \$93,200;
2. Increasing appropriations in the Public Safety Grants Fund in the amount of \$50,000;
3. Increasing appropriations in the Chisenhall Sports Complex Fund in the amount of \$406,063;
4. Decreasing appropriations in the 4B Fund in the amount of \$32,285; and
5. Decreasing appropriations in the Hotel/Motel Tax Fund by \$75,000.

Additionally, in addition to those amounts estimated as revenue from the various City departments for Fiscal Year 2025-2026 in the Budget, there shall also be increased estimated revenues as set forth in the following funds below:

1. Increasing anticipated revenues in the Public Safety Grants Fund by \$50,00; and
2. Increasing anticipated revenues in the Chisenhall Sports Complex Fund by \$1,492,975.

Section 2.

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

Section 3.

That, in accordance with state law, the City Manager shall file or cause to be filed a true and correct copy of this ordinance, with the City Secretary and in the office of the County Clerks of Johnson and Tarrant County, Texas.

Section 4.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5.

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 6.

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 7.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: Hugo Rodriguez, Deputy Chief Technology Officer

MEETING: February 16, 2026

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on a contract with CivicPlus to purchase their SeeClickFix software. *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Focus Area 1	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</p>

SUMMARY:

The transition from Salesforce/Incapsulate to CivicPlus SeeClickFix is recommended due to substantial financial, operational, and service-delivery benefits. The City’s current Salesforce contract totals \$766,491.60 over five years and carries a remaining cost obligation of \$306,596.64 for the final two years. SeeClickFix, by comparison, provides the same service-request and customer-engagement capabilities at a total five-year cost of \$163,333.34, resulting in significant long-term savings.

In addition to the financial advantage, SeeClickFix is a purpose-built municipal service request platform widely adopted by cities across the country. The system offers simplified workflows, improved routing of service tickets, mobile-friendly reporting tools, real-time map visualizations, and automated communication updates for residents, improving operational efficiency and enhancing customer satisfaction.

SeeClickFix also includes native interfaces into the City’s existing work order and permitting systems, reducing development time and enabling seamless integration across departments.

The platform includes unlimited user licensing, allowing for true citywide adoption without additional per-user costs.

Operationally, SeeClickFix provides a streamlined configuration process and a significantly faster implementation timeline compared to the complexities of customizing Salesforce. This reduces staff burden, eliminates reliance on extensive consulting work, and accelerates adoption across all departments.

The transition will include the termination of the current Salesforce contract as part of the project plan, along with public outreach efforts to ensure residents are aware of the new platform, its features, and how to report issues or request services.

Procurement through the TIPS cooperative contract provides compliant, competitive pricing and expedites the acquisition process, aligning with the City's purchasing guidelines. The cost of the SeeClickFix implementation will be fully covered under the current budget amount allocated for Salesforce and will remain under budget.

PROCUREMENT METHOD:

This purchase is being made through the Interlocal Purchasing System (TIPS), contract number #220105, in accordance with Texas Local Government Code Chapter 271, Subchapter F. Cooperative contracts are competitively solicited on behalf of multiple governmental entities, and the City may utilize these contracts to achieve cost savings and efficiency. Staff has confirmed that the cooperative contract was procured in compliance with applicable requirements. In addition, staff compared the proposed vendor's pricing with available cooperative contracts and prevailing market rates, and concluded that the recommended vendor offers the most competitive pricing available to the City.

RECOMMENDATION:

Staff recommends approval as presented.

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

NA

REFERENCE:

NA

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$163,333.34
Fund: Support Services Fund
Account Number(s): 6108001-63506
Account Description: Computer Software M & R

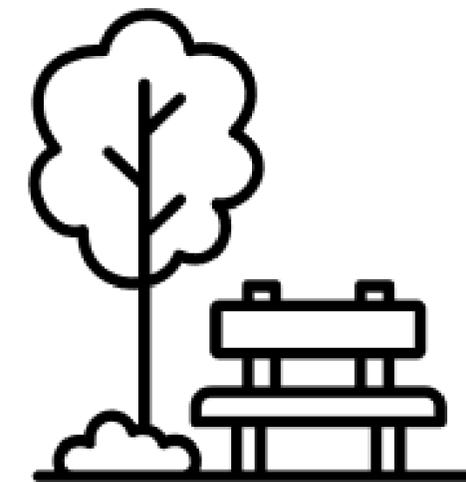
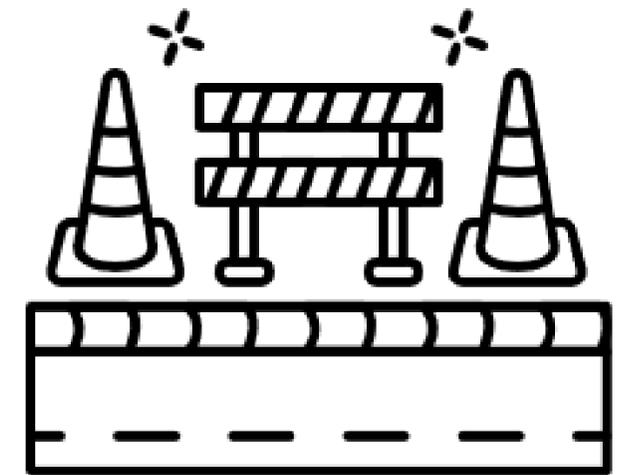
STAFF CONTACT:

Hugo Rodriguez
Deputy Chief Technology Officer

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

hrodriguez@burlesontx.com
682-312-2766

CIVICPLUS SEECLICKFIX



- In 2022, the City entered into a five-year contract with Salesforce and Accenture to implement and support the City's 311 service request platform.
- The system was intended to centralize resident service requests, improve transparency, and streamline departmental workflows.
- Over time, the implementation challenges, high customization requirements, and ongoing consulting costs have impacted efficiency and increased overall cost of ownership.
- System modifications and improvements have been significantly impacted due to the level of customization required.

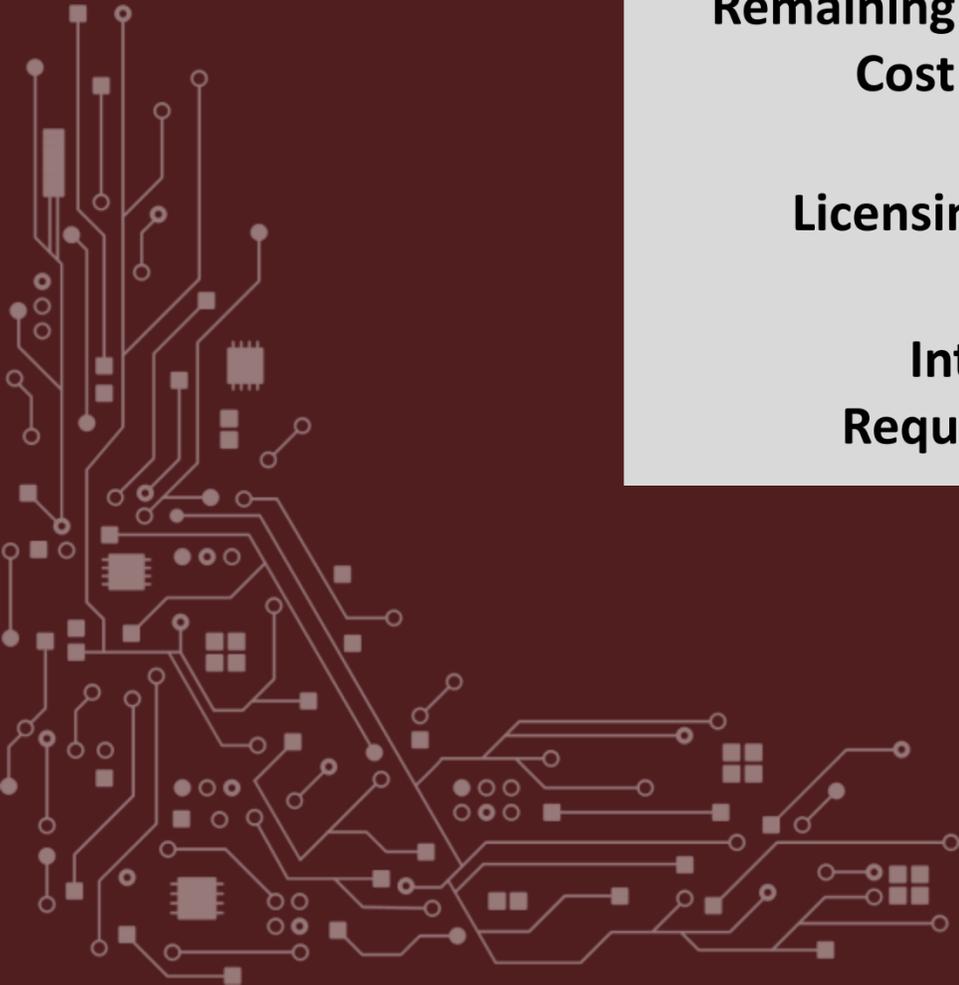
Background Cont.

- As part of BTX-IT's continuous improvement efforts, staff evaluated alternative solutions to strengthen the City's 311 operations.
- SeeClickFix was identified as a stronger platform due to its purpose-built municipal design and ease of use.
- Offers native integrations with the City's work order and permitting systems, improving internal workflows.
- Provides unlimited user licensing, allowing true citywide adoption without added cost.
- Delivers faster implementation, reduced reliance on consultants, and minimal customization needs.



Financial Comparison

Category	Salesforce / Accenture	SeeClickFix (CivicPlus)
Total 5-Year Cost	\$766,491.60	\$163,333.34
Annual Cost	\$153,298.32	Year 1: \$23,333.34 Years 2–5: \$35,000.00
Remaining Contract Cost (2 Years)	\$306,596.64	N/A
Licensing Model	20 Licenses	Unlimited users citywide
Integration Requirements	Heavy customization; costly	Native interfaces with work order + permitting systems





Why SeeClickFix

- Purpose-Built for Municipal 311
 - Designed specifically for cities, reducing complexity and improving usability for staff and residents.
- Native System Integrations
 - Connects directly to the City's existing work order and permitting systems, improving workflow efficiency and reducing manual steps.
- Unlimited User Licensing
 - Enables full citywide adoption without additional per-user fees.
- Significantly Lower Cost
 - Five-year total cost of \$163,333.34, compared to \$766,491.60 for Salesforce/Accenture.
- Faster Implementation & Reduced Complexity
 - Minimal customization required—allowing for quicker deployment and simplified long-term maintenance.



Transition Plan

- Contract Termination
 - Remaining Salesforce/Accenture contract will be formally closed out as part of the transition strategy.
- Implementation & Configuration
 - BTX-IT will configure SeeClickFix using native integrations with the City's work order and permitting systems for a seamless rollout.
- Department Onboarding
 - All departments will receive training and onboarding under the unlimited user model, enabling full citywide adoption.
- Public Outreach & Resident Education
 - A communication campaign will introduce residents to the new platform, including how to report issues and track requests.



Transition Plan

JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER

COMMITTEE & COUNCIL
PRESENTATION



*CONTRACT SIGN OFF



*TERMINATION NOTICE &
CANCELLATION OF
CONTRACT



SECLICKFIX
IMPLEMENTATION



PUBLIC OUTREACH



GO-LIVE



*SUBJECT TO COUNCIL APPROVAL

Procurement & Budget

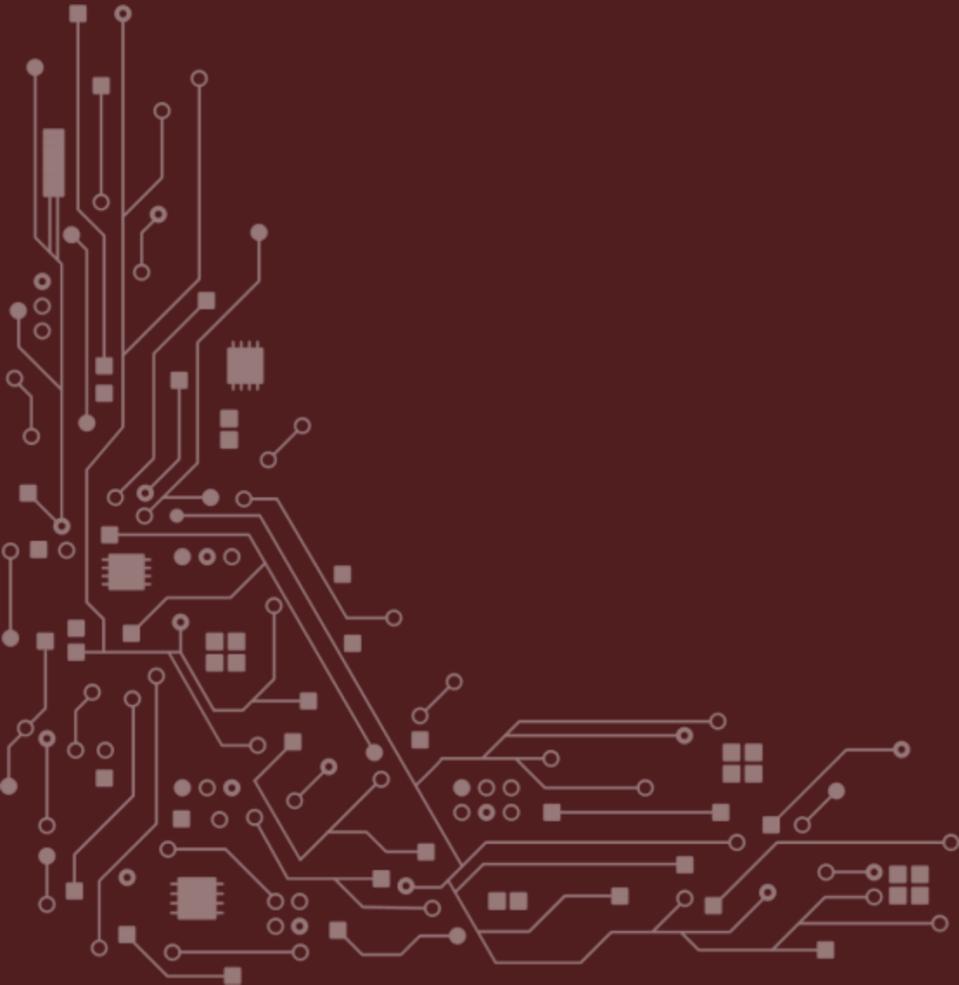
- Cooperative Purchasing Compliance
 - SeeClickFix will be procured through the TIPS cooperative contract, ensuring competitive pricing and compliance with City purchasing requirements.
- Cost Coverage
 - All implementation and subscription costs will be fully covered under the current budget allocation for Salesforce, requiring no additional funding.

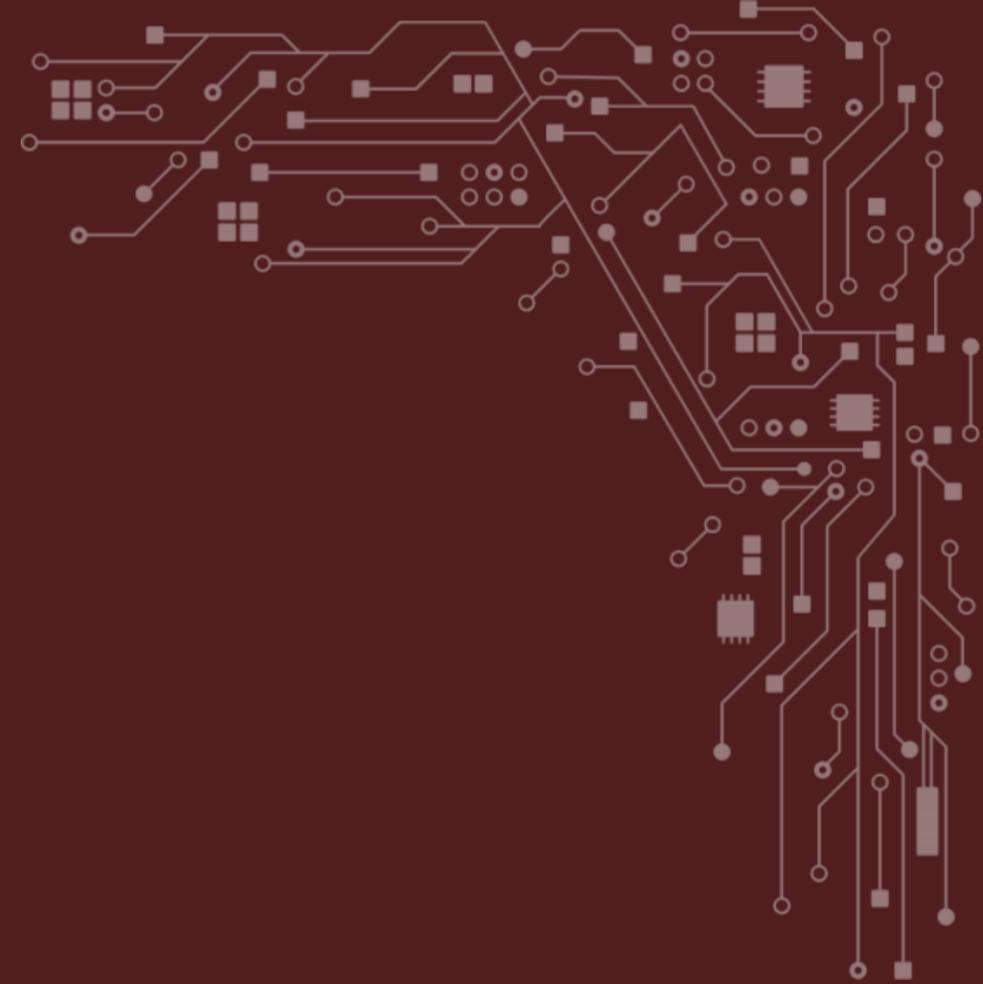
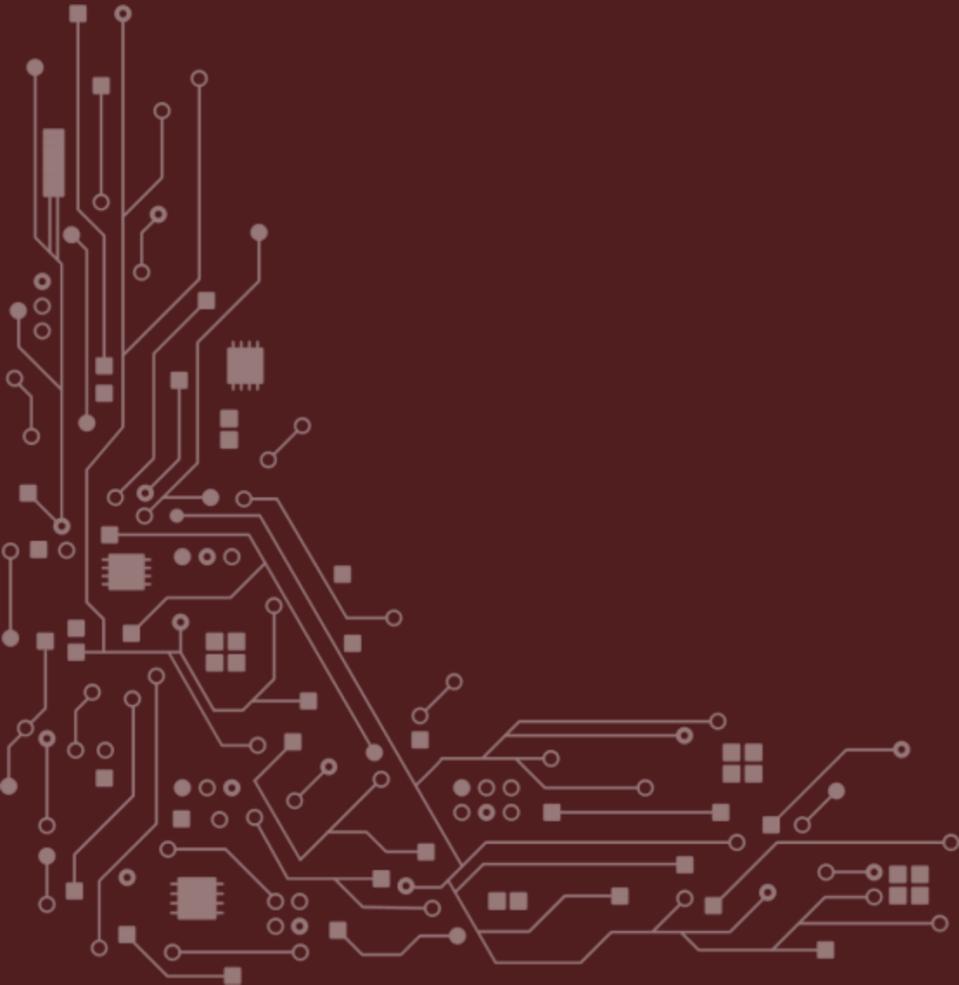


Next Steps:

Council Action Item (March 2,2026)

Staff will bring a formal action item to City Council at the next Council meeting for consideration and approval of the CivicPlus SeeClickFix contract.







CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-110416-1
10/24/2025 4:21 PM
1/30/2026

Client:
City of Burleson, TX

Bill To:
BURLESON CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Amanda Parr	7853231544	amanda.parr@civicplus.com		Net 30

311 CRM SeeClickFix

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix 311 CRM Request	Unlimited gov user licenses for service request and constituent management tool to intake resident submission. Assign requests internally, resolve issues and measure request performance.
1.00	SeeClickFix 311 CRM Marketplace App	Branded marketplace mobile app to expand SeeClickFix 311 CRM Request or Pro modules. Requires customer to stay up to date with Google and Apple requirements.
1.00	SeeClickFix 311 CRM Connector for OpenGov Asset Management	SeeClickFix 311 CRM hosted integration with OpenGov Asset Management (Cartegraph OMS). Requires access to Cartegraph API.
1.00	SeeClickFix 311 CRM Organization API	License for access to the private SeeClickFix 311 CRM Organizational API. This does not include custom development or consultation services.
1.00	SeeClickFix 311 CRM Connector for CentralSquare Community Development	SeeClickFix 311 CRM hosted integration with CentralSquare Community Development (TRAKiT) CRM module. Requires iTRAKiT API.
1.00	SeeClickFix 311 CRM Connector for ArcGIS (1-way)	One-way integration to a Feature Service within ArcGIS to display your SeeClickFix 311 CRM service request data in internal reports, public maps and Open Data Portals
1.00	Request Import	Import of up to 25,000 requests, includes one batch import to resolve errors, a second import on test environment, and a final import in production. Data must adhere to SCF specifications. Additional batch imports after these 3 will incur additional cost.

Initial Term	2/15/2026 - 10/14/2030, Renewal Term 10/15 each calendar year
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Initial Term Invoice Schedule		Year One Annual Total invoiced on 2/15/2026. Year Two Annual Total invoiced on 10/15/2026. Year Three Annual total invoiced on 10/15/2027. Year Four Annual total invoiced on 10/15/2028. Year Five Annual total invoiced on 10/15/2029.	
	Annual Subscription	One Time Fees	Annual Total
Year One	USD 23,333.34	USD 0.00	USD 23,333.34
Year Two	USD 35,000.00		USD 35,000.00
Year Three	USD 35,000.00		USD 35,000.00
Year Four	USD 35,000.00		USD 35,000.00
Year Five	USD 35,000.00		USD 35,000.00
Subtotal			USD 163,333.34
Annual Recurring Services Starting Year 6			USD 36,750.00
Renewal Procedure		Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	
Annual Uplift		5% to be applied in year 6	

This Statement of Work ("SOW") and the Interlocal Purchasing System Contract # 220105 ("TIPS Contract # 220105") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-110416-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:



Amy Vikander

Title:

Title:

Senior VP of Customer Success

Date:

Date:

11/10/2025

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Janalea Hembree, Assistant to the City Manager
MEETING: February 16, 2026

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding our federal legislative efforts. (*Presenter: Mike Lane, Kiley & Associates*) (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

SUMMARY:

The City of Burleson has a federal legislative consultant, Kiley & Associates, to help bring the city's position on specific issues to legislatures. Kiley & Associates will provide an update on federal legislation, potential funding opportunities, and ongoing advocacy.

RECOMMENDATION:

N/A

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

Contract Service Agreement No. 2098-001 effective July 1, 2025 – June 30, 2026.

REFERENCE:

N/A

STAFF CONTACT:

Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817.426.9299

Lone Star Consulting Update

PRESENTED TO THE CITY COUNCIL – FEBRUARY 16, 2026



Lone Star Consulting – Our Background

- ❑ We are a bipartisan federal advocacy and strategic advisory firm focused on cities and special districts.
- ❑ Our team combines deep federal policy experience, municipal expertise, and political insight to help local governments navigate Washington effectively and advance their priorities.
- ❑ We serve as a trusted partner—bridging local needs with federal opportunity—through strategy, relationships, and execution.



Lone Star Consulting – Services Overview

Federal Funding

We help our clients identify, pursue, and secure federal funding through Community Project Funding (CPF), Congressionally Directed Spending (CDS), and other key funding avenues. Our services include earmark strategy development, direct advocacy with federal agencies, and targeted grant identification to ensure client priorities are aligned with emerging opportunities.

Direct Advocacy

We serve as a liaison between municipalities and Washington, DC, building bipartisan relationships with Congress, federal agencies, and policymakers. We coordinate Capitol Hill meetings, facilitate DC visits, support policy drafting, and advocate for client priorities to advance projects and influence key decisions. Our track record includes successfully advocating for dozens of municipalities and securing millions in funding.

Government Intelligence

We continuously monitor, analyze, and distill developments in Washington: legislation, regulations, and emerging opportunities into actionable insights for our clients. By keeping local leaders informed about what's happening in DC, we position them to act quickly, shape outcomes, and stay ahead of policy shifts that affect their communities.

Lone Star Consulting –Success Stories

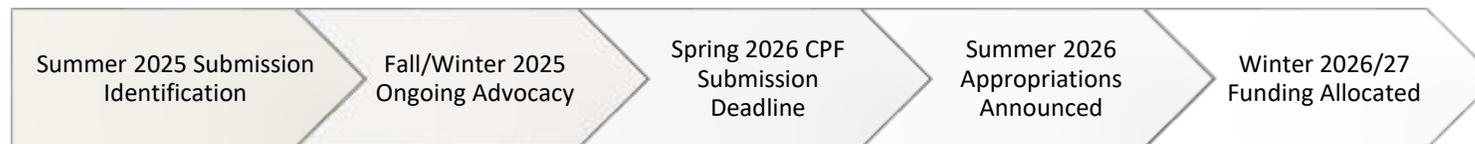
- ❑ Secured over \$40M in FY26 Funding for Clients
 - ❑ Range: \$500K-\$5M
 - ❑ Average: \$1.2M
 - ❑ Success Rate: 85% Year 1, 95% w/in 2 Years
- ❑ Worked with the EPA and our clients with the “Water Technical Assistance” Program reviews at no cost
- ❑ Worked directly with the White House to escalate issues through FEMA, Forest Services, and more
- ❑ Supported clients in opening multiple congressional constituent services requests
- ❑ Produced multiple news bulletins on topics such as the Big Beautiful Bill, Government Shutdown, FY 26 Funding Process, and more
- ❑ Miscellaneous services – integration w/ Apple Maps, Construction Services Support, Railroad Services Support, and more

Lone Star Consulting – Status Update

Community Project Funding (CPF) Overview

- ❑ Annual process which directs federal funds to specific projects at the discretion of Congress
- ❑ CPF is **competitive**, and each member of Congress can only select 15 projects to fund
- ❑ Keys to success: Proper alignment of CPF submissions, technical review, and advocacy

❑ Timeline:



❑ Key Meetings

- Lone Star And Office of Congressman Roger Williams (August, September, November, December, January)
- Lone Star and Offices of Senator Cruz and Senator Cornyn (December, January)
- Burleson, Lone Star and the US Army Corps of Engineers (January)

Lone Star Consulting – Status Update

Community Project Funding Requests

Project Name	Summary	Request Amount	Likelihood
Fire/EMS Ambulance Fleet Expansion	Purchase of two ambulances to address surging EMS call volume and improve response times	\$833K	Very High – classic CPF public safety project, clean scope, strong data
Hulen Bridge Project	Flood-resilient roadway and railroad overpass connecting to Hulen Street widening and eliminating a low-water crossing	\$5.1M	High – clear safety, resilience, and transportation nexus
Mountain Valley Elevated Storage Tank	New 0.75 MG water storage tank with decommissioning of existing tank to support system reliability and growth	\$4.5M	Medium – strong utility need, but less competitive than safety/transportation projects
Secondary Water Source Project	New transmission mains, pump station, and reservoir to secure a secondary treated water supply	\$29M	Low–Medium – strong regional importance, but large dollar request and long timeline

Lone Star Consulting – Status Update

What is the Water Resources Development Act (WRDA) (WRDA)?

WRDA is a periodic federal authorization bill that allows Congress to approve U.S. Army Corps of Engineers (USACE) water resources projects, including flood control, stormwater, ecosystem restoration, and water infrastructure.

What WRDA Does (and Does Not Do)

✓ Authorizes projects and funding ceilings

✗ Does not provide construction money by itself

Authorization is a critical first step toward future federal appropriations

Lone Star & Burleson met with the US Army Corps of Engineers in January to discuss WRDA projects and scope

City of Burleson Secondary Water Project: Secures ~6 MGD of additional treated water capacity to support public health, emergency preparedness, and continued growth: **submitted February 2026 to Sen Cornyn and Congressman Williams**

Successful submission to Congress, however final notification of acceptance into law is **still to be determined**

Lone Star Consulting – Status Update

Next Steps

- Ongoing Advocacy with Congressman Williams Office for Community Funding Requests
 - Identify Opportunity for Burleson leadership to meet directly with Congressman Williams and Staff (March/April)
- Submission of Community Funding Requests to Congress (March/April Pending Appropriations Guidance Finalization)
- Determination of Funding Request Results (Summer, 2026)
- Continue Ongoing Support
- Identify FY 28 CPF Requests and Re-commence Process (Summer/Fall)

Questions?