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

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

1. **CALL TO ORDER**

Invocation

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

- A proclamation honoring *Mr. Mike Eastland* for his service to the North Texas Region, both as a City Manager and the Executive Director of North Central Texas COG. (*Recipient: Mr. Mike Eastland*)

B. Presentations

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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 March 3, 2025 regular council meeting. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*
- B. Consider and take possible action on a resolution accepting the Quarterly Investment Report for December 31, 2024, as submitted in accordance with the Public Funds Investment Act (PFIA). *(Staff Contact: Gloria Platt, Director of Finance)*
- C. Consider and take possible action on a three-year contract with ImageTrend, LLC for the purchase of a master software and services agreement for the Fire/EMS Department records management system in the amount of \$173,012.39. *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*
- D. Consider and take possible action on a minute order to amend the City's Public Improvement District (PID) Policy. *(Staff Contact: Tony D. McIlwain, Development Services Director)*
- E. Consider and take possible action on a minute order that ratifies the 4A Economic Development Corporation Board's action on a land sale contract with Paris Baguette U.S.A., Inc for a 7-acre tract located in Highpoint Business Park on Vantage Drive near FM 917. *(Staff Contact: Alex Philips, Economic Development Director)*
- F. Consider and take possible action on a minute order that ratifies the 4A Economic Development Corporation Board's action on a land sale between Burleson 4A Economic Development Corporation and 1451, LLC for a 7-acre tract locates in Highpoint Business Park on Vantage Drive near Cirrus Drive. *(Staff Contact: Alex Philips, Economic Development Director)*
- G. Consider and take possible action on a minute order that ratifies the 4A Economic Development Corporation's action on a Performance Agreement between the Burleson 4A Economic Development Corporation and KMP Plumbing, LLC., Inc. for a 20,000 square foot service center and corporate headquarters facility located on Vantage Drive in Highpoint Business Park in Burleson, Texas. *(Staff Presenter: Alex Philips, Economic Development Director)*
- H. ETJ Release Petition for 8468, 8400, 7928, and 7908 CR 1016A (Case 25-055): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for

approximately 80.465 acres of land. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

6. **DEVELOPMENT APPLICATIONS**

- A.** 601 SW Alsbury (Case 24-243): Hold a public hearing and consider and take possible action on a zoning ordinance change request from “SF7, Single-family district-7”, to “GR, General Retail”. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*
- B.** 3255 S Burleson Blvd (Case 25-016): Hold a public hearing and consider and take possible action on a zoning ordinance change request from defaulted “A, Agricultural” to “C, Commercial”. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*
- C.** 654 SW Wilshire Blvd (Case 24-377): Hold a public hearing and consider and take possible action on a zoning ordinance change request from “GR, General Retail”, to “GR, General Retail with a Specific Use Permit for a Liquor Store”. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-1)*

7. **GENERAL**

- A.** Consider and take possible action on a resolution approving the parks plan associated with the Pecan Grove planned development. *(Staff Contact: Tony McIlwain, Development Services Director)*
- B.** Consider and take possible action on a resolution approving the termination of an interlocal agreement (ILA) between the City of Burleson and Tarrant County for the inspection and permitting of certain on-site sewage disposal systems in the City of Burleson. *(Staff Contact: Lisa Duello, Deputy Director of Development Services)*
- C.** Consider and take possible action on an amendment to CSO#4087-01-2023, the professional services contract for architectural design services for Burleson Police Headquarters Expansion with Brinkley Sargent Wiginton Architects in the amount of \$1,246,432 for a total contract cost in the amount of \$3,827,927. (FA2301) *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- D.** Consider approval of ordinance amending the City budget for Fiscal Year 2024-2025 by increasing appropriations to various funds to accommodate operating and capital needs; and find time is of the essence. (First and Final Reading) *(Staff Contact: Kevin Hennessey, Deputy Director of Finance)*
- E.** Consider and take possible action on a resolution accepting the Annual Comprehensive Financial Report (ACFR), Single Audit Report, and the Annual Audit for the period ending September 30, 2024. *(Staff Contact: Gloria Platt, Director of Finance)*

8. **REPORTS AND PRESENTATIONS**

- A.** Receive a report, hold a discussion, and provide staff direction regarding the City’s Capital Improvement Program. *(Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)*

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.

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
 - Public Utility Commission of Texas Rates for 2025
 - Chisholm Summit
 - Heim Burleson, LLC
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073, Texas Government Code**
- D. Personnel matters pursuant to Section 551.074, Texas Government Code**
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076, Texas Government Code**
 - Council responsibility during emergency events
- F. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**
 - Chisholm Summit
 - Project Workforce
- G. Pursuant to Sec. 418.183(f), Texas Government Code, deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

11. ADJOURN**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 19th of March 2025, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Lisandra Leal, Assistant City Secretary
MEETING: March 24, 2025

SUBJECT:

Consider and take possible action on the minutes from the March 3, 2025 regular council meeting. *(Staff contact: Lisandra Leal, Assistant City Secretary)*

SUMMARY:

The City Council duly and legally met on March 3, 2025 for a regular council meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

**BURLESON CITY COUNCIL REGULAR MEETING
MARCH 3, 2025
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
Monica Solko, Deputy City Secretary
Lisandra Leal, Assistant City Secretary
Allen Taylor, City Attorney

1. CALL TO ORDER –

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

Invocation – Gloria Gillaspie, Senior Pastor 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

- A proclamation recognizing "Procurement Professionals' Day" on March 12, 2025. (Recipient: Purchasing Division)

B. Presentations

- A presentation to recognize the library for receiving the 2024 Achievement of Excellence in Libraries Award.

C. Community Interest Items

- Reminder that Egret season is upon us. Be vigilant and keep your eyes on the sky and trees. Don't forget report Egret and have no regret.

- Saturday, March 8, 2025 from 9:00 a.m. – 2:00 p.m. the Friends of the Library will be hosting a craft fair at the Senior Center. They will have lots of treasures crafted by local producers along with hot dogs and snacks.
- Kerr Middle School is currently hosting their end of the year art show at the Senior Center. Students who created artwork from Kerr Middle School will have an opportunity to have something displayed. Stop by, during business hours, and explore some of the really neat artistic abilities of our youth from March 6 – 10, 2025.

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**

- Beth Lynther, 512 Laurelwood Road,
 - Spoke about the Civic Academy, mentioning that it is super informative and she is learning a lot.
 - Noted that the Library recently received a new van and staff noticed there was no cover for the van. An anonymous department purchased a cover and she is very thankful for providing protection for the mobile van.
 - Requested that the Library's plan be included in the long range plan for the city.

5. **CONSENT AGENDA**

A. **Minutes from the February 17, 2025 regular council meeting. (Staff Contact: Monica Solko, Deputy City Secretary)**

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

Motion passed 7-0

B. **Amendments to City Council Policy 36, addressing purchasing authority elements. (Staff Contact: Lauren Seay, Deputy Director of Administrative Services)**

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

Motion passed 7-0

C. **CSO#5756-03-2025, ordinance authorizing the City Manager to negotiate and execute a facilities reimbursement, shared parking, and mutual access agreement with Eastern Heights Church d/b/a the Heights Church, a Texas non-**

profit corporation, providing a severability clause, and providing an effective date. (Final Reading) (Staff Contact: Tony McIlwain, Development Services Director)

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

Motion passed 7-0

- D. CSO#5757-03-2025, resolution authorizing CSO#5758-03-2025 Advance Funding Agreement (AFA), in the amount of \$253,000.00, with the Texas Department of Transportation (TxDOT) for SH174 Widening Project (Project #197405) and authorize the City Manager to sign on behalf of the City. (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)**

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

Motion passed 7-0

6. DEVELOPMENT APPLICATIONS

- A. CSO#5759-03-2025, ordinance for voluntary annexation of approximately 88.140 acres of land in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, described in the F.A. Claridge Survey, abstract no. 142, located at 9325 CR 1016, related to a previously approved development agreement; providing a penalty clause; and providing for an effective date. (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

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

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

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

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0

- B. CSO#5760-03-2025, ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 88.140 acres of land in the F.A. Claridge Survey, abstract no. 142, located at 9325 CR 1016 in the City of Burleson, Johnson County, Texas, from defaulted "A", Agriculture zoning district, to "PD" Planned Development zoning district, making this ordinance cumulative of prior ordinances; providing a severability clause; providing a penalty clause; and providing for an effective date. (First and Final Reading)(Staff Contact: Tony**

McIlwain, Development Services Director) (The Planning and Zoning Commission unanimously recommended approval)

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

Mayor Fletcher opened and continued the public hearing. Time: 5:55 p.m.

Mayor Fletcher closed the public hearing. Time: 5:55 p.m.

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

Motion passed 7-0

7. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion and provide staff direction on the city's website update. (Staff Contact: DeAnna Phillips, Director of Community Services)

DeAnna Phillips, Director of Community Services, gave an update on the city's website.

Council expressed that the website update looks great and appreciated the hard work that went into it.

B. Receive a report, hold a discussion and provide staff direction on the animal services adoption trailer. (Staff Contact: DeAnna Phillips, Director of Community Services)

DeAnna Phillips, Director of Community Services, presented on the animal services adoption trailer.

There were no questions from council.

C. Receive a report, hold a discussion, and provide staff direction regarding the Hulen Street Widening Project. (Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)

Eric Oscarson, Deputy City Manager introduced Randy Morrison to council.

Randy Morrison, P.E., Director of Capital Engineering, presented on the Hulen Street Widening Project.

Discussion included project background, project elements, project progress, project coordination, project budget, and project timeline.

Options included:

- Proceed with design, meeting Federal standards, with the goal to pursue grant funding opportunities through NCTCOG.

- Postpone starting right-of-way acquisition until revenue outcomes and CIP adjustments are available.
- May require PSA Amendment to meet Federal standards.
- Construction start contingent upon funding award and/or CIP capacity.

OR

- Proceed with design and right-of-way, as currently planned in the CIP.
 - CIP to be updated as project estimates are updated and revenue updates are available.
 - Tentative construction start Summer 2026.

After brief discussion and questions, Tommy Ludwig, City Manager proposed option three: to continue with design as currently constituted, proceed with title work but not purchase right of way. As we get closer to budget, Council will have a better understanding of funding and will be able to direct staff at that time.

Council advised continuing with option three as proposed by Tommy Ludwig, City Manager.

D. Receive a report, hold a discussion, and provide staff direction regarding the CR1020 (Alsbury Boulevard) Extension – Phase 3 alignment and cross section. (ST2301) (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)

Randy Morrison, P.E., Director of Capital Engineering, presented on the CR1020 (Alsbury Boulevard) Extension – Phase 3 alignment and cross section.

Discussion included project background, project design criteria, project progress, project coordination, project budget, and project timeline.

There were no questions from council.

8. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS

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

- None

9. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

- None.

10. RECESS INTO EXECUTIVE SESSION

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

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

-Steering Committee of Cities Served by Oncor

Motion was made by Adam Russell and seconded by Alexa Boedeker to convene into executive session. **Time: 7:18 p.m.**

Motion passed 7-0

Motion was made by Dan McClendon and seconded by Alexa Boedeker to reconvene into open session. **Time: 7:26 p.m.**

Motion passed 7-0

11. ADJOURNMENT

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

Mayor Chris Fletcher adjourned the meeting.

Time: 7:27 p.m.

Lisandra Leal
Assistant City Secretary

City Council Regular Meeting

DEPARTMENT: Finance
FROM: Gloria Platt, Director of Finance
MEETING: March 24, 2025

SUBJECT:

Consider and take possible action on a resolution accepting the Quarterly Investment Report for December 31, 2024, as submitted in accordance with the Public Funds Investment Act (PFIA). (*Staff Contact: Gloria Platt, Director of Finance*)

SUMMARY:

To comply with the Public Funds Investment Act (PFIA), staff is required to report quarterly to the City Council on the activities of its cash and investment holdings. The information required by the PFIA includes investment results for the quarter, economic summary and investment strategy, investment holdings, and book vs. market comparisons.

RECOMMENDATION:

Approve the resolution accepting the Quarterly Investment Report for December 31, 2024, as submitted in accordance with the Public Funds Investment Act (PFIA).

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

N/A

REFERENCE:

Attached is a copy of the December 31, 2024 Quarterly Investment Report.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Gloria Platt
Director of Finance
gplatt@burlesontx.com
817-426-9883



Quarterly Investment Report

PRESENTED TO THE CITY COUNCIL ON
MARCH 24, 2025



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

December 31, 2024

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Burleson is in compliance with the Public Funds Investment Act and the City of Burleson Investment Policy and Strategies.

Disclaimer: These reports were compiled using information provided by the City of Burleson. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	September 30, 2024			December 31, 2024		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Deposit Account/Money Market Account	4.51%	\$ 19,657,361	\$ 19,657,361	4.28%	\$ 9,845,773	\$ 9,845,773
Pools/Money Market Fund	5.23%	54,736,938	54,736,938	4.68%	20,218,715	20,218,715
Securities	4.93%	14,999,191	15,226,245	4.43%	54,932,973	55,015,412
Certificates of Deposit	5.24%	69,682,564	69,682,564	5.21%	61,903,566	61,903,566
Total	5.12%	\$ 159,076,054	\$ 159,303,108	4.78%	\$ 146,901,028	\$ 146,983,466

Average Yield - Current Quarter (1)

Total Portfolio	4.78%
Rolling Three Month Treasury	4.56%
Rolling Six Month Treasury	4.63%
TexPool	4.56%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	4.78%
Rolling Three Month Treasury	4.56%
Rolling Six Month Treasury	4.63%
TexPool	4.56%

Interest Earnings (Approximate)

Quarter	\$ 1,835,685
Fiscal Year-to-date	\$ 1,835,685

(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

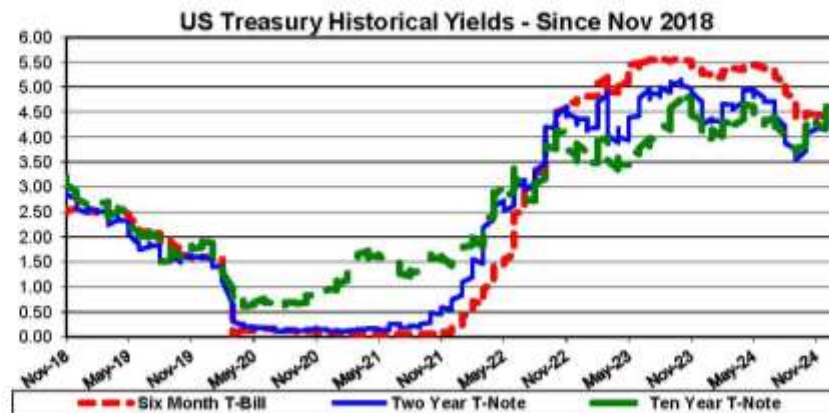
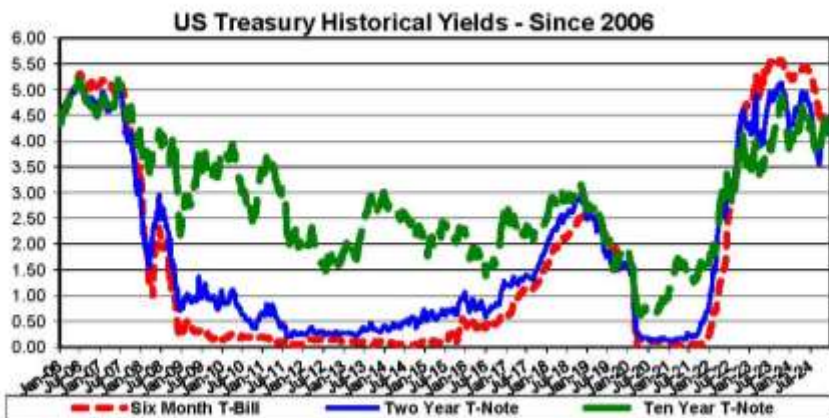
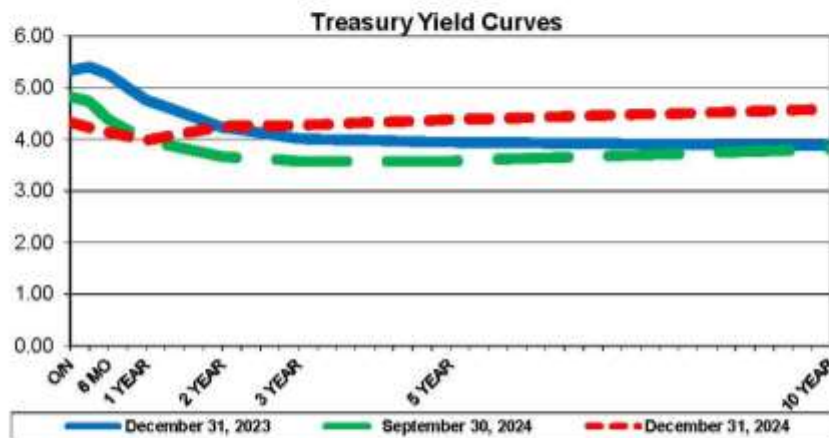
(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Investment Advisor Note: During market cycles where rates are rising, it is common to experience decreases in market value of current investments. This is due to the value the market places on the asset in terms of its buying or selling ability on the current market day. The City's Investment Policy establishes a "buy and hold" portfolio strategy where investment maturities are targeted to match with identified cash flow requirements, and the investments mature at the anticipated time the cash is needed. The City does not intend to liquidate or redeem securities prior to maturity and will therefore not recognize the losses from a pre-maturity sale. Instead, the City will report changes in market value as unrealized losses as required by the PFIA and current accounting standards. As the security approaches maturity, the unrealized loss will diminish, and at maturity the City will receive the full par value of the security.

Economic Overview

12/31/2024

The Federal Open Market Committee (FOMC) reduced the Fed Funds target range a second time to 4.25% - 4.50% (Effective Fed Funds trade +/-4.33%). Expectations for additional rate cuts have diminished with one 0.25% cut projected in March/May. The next cut might not be until October. December Non-Farm Payroll improved to +256k new jobs, with the Three Month Rolling Average falling slightly to +170k (from the previous +173k). Third Quarter 2024 GDP final number increased to +3.1. The S&P 500 Stock Index experienced some volatility but still exceeds 6,000. The yield curve adjusted to a slight checkmark shape. Crude Oil bounced +/- \$70 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.3%). Declining global economic outlook and ongoing/expanding international political disruptions increases uncertainty.



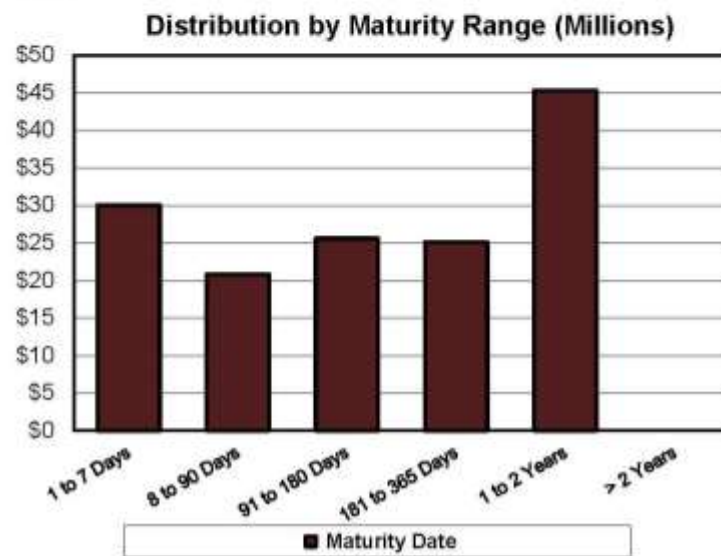
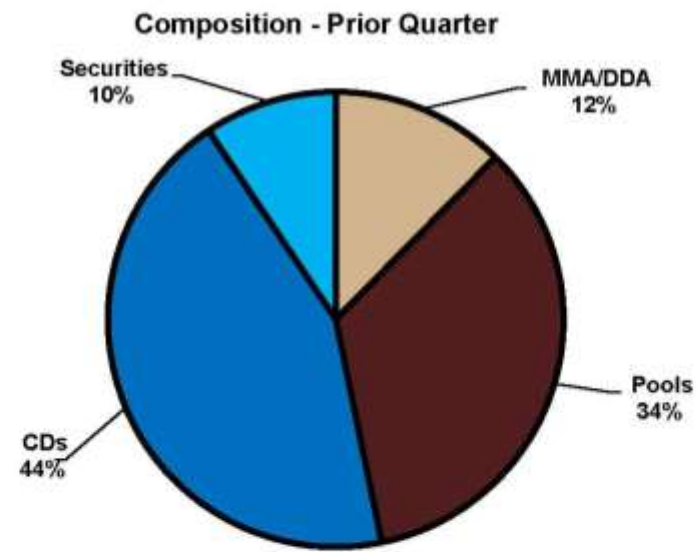
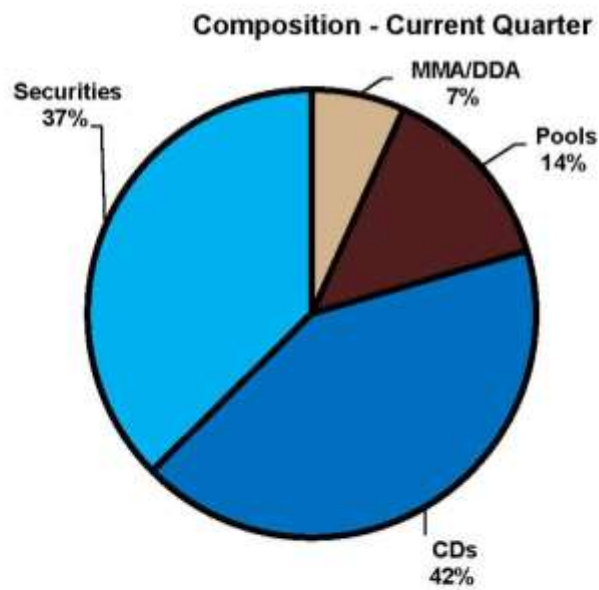
Investment Holdings
December 31, 2024

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
InterBank MMA		4.65%	01/01/25	12/31/24	\$ 100,406	\$ 100,406	1.00	\$ 100,406	1	4.65%
InterBank ICS		4.65%	01/01/25	12/31/24	5,312,270	5,312,270	1.00	5,312,270	1	4.65%
Independent Financial Bank Cash		0.00%	01/01/25	12/31/24	712,797	712,797	1.00	712,797	1	0.00%
Independent Financial Bank MMA		4.69%	01/01/25	12/31/24	351,307	351,307	1.00	351,307	1	4.69%
NexBank IntraFi MMA Savings		4.55%	01/01/25	12/31/24	3,368,994	3,368,994	1.00	3,368,994	1	4.55%
TexPool	AAAm	4.56%	01/01/25	12/31/24	1,779,956	1,779,956	1.00	1,779,956	1	4.56%
LOGIC	AAAm	4.69%	01/01/25	12/31/24	18,438,759	18,438,759	1.00	18,438,759	1	4.69%
East West Bank CD		5.14%	02/24/25	03/22/24	15,614,213	15,614,213	100.00	15,614,213	55	5.27%
East West Bank CD		5.14%	03/24/25	03/22/24	5,204,738	5,204,738	100.00	5,204,738	83	5.27%
FHLB	Aaa/AA+	0.00%	04/04/25	10/09/24	5,000,000	4,943,731	98.85	4,942,470	94	4.40%
East West Bank CD		5.26%	04/23/25	04/23/24	5,185,649	5,185,649	100.00	5,185,649	113	5.40%
East West Bank CD		5.25%	05/28/25	06/14/24	5,146,654	5,146,654	100.00	5,146,654	148	5.39%
East West Bank CD		5.28%	06/02/25	06/04/24	10,310,019	10,310,019	100.00	10,310,019	153	5.42%
East West Bank CD		5.25%	07/02/25	06/17/24	5,144,434	5,144,434	100.00	5,144,434	183	5.39%
USTN	Aaa/AA+	2.00%	08/15/25	10/09/24	5,000,000	4,930,768	98.61	4,930,664	227	4.29%
USTN	Aaa/AA+	5.00%	10/31/25	04/24/24	5,000,000	4,998,288	100.58	5,028,906	304	5.04%
USTN	Aaa/AA+	4.88%	11/30/25	10/09/24	10,000,000	10,061,323	100.54	10,053,906	334	4.18%
American Nat'l Bank & Trust CD		4.70%	01/25/26	07/25/24	15,297,858	15,297,858	100.00	15,297,858	390	4.80%
FFCB	Aaa/AA+	4.88%	04/15/26	04/24/24	5,000,000	4,994,655	100.69	5,034,311	470	4.96%
FFCB	Aaa/AA+	4.88%	06/12/26	06/25/24	5,000,000	5,006,653	100.79	5,039,692	528	4.78%
USTN	Aaa/AA+	3.75%	08/31/26	10/29/24	5,000,000	4,969,029	99.21	4,960,547	608	4.14%
USTN	Aaa/AA+	4.63%	10/15/26	11/21/24	5,000,000	5,028,526	100.61	5,030,469	653	4.29%
FAMCA	Aaa/AA+	4.23%	12/23/26	12/23/24	10,000,000	10,000,000	99.94	9,994,447	722	4.23%
Total Portfolio					\$ 146,968,054	\$ 146,901,028		\$ 146,983,466	246	4.78%

(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.



Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/24	Increases	Decreases	Book Value 12/31/24	Market Value 09/30/24	Change in Market Value	Market Value 12/31/24
American National Bank MMA	0.11%	01/01/25	\$ 427,258	\$ -	\$ (427,258)	\$ -	\$ 427,258	\$ (427,258)	\$ -
InterBank MMA	4.65%	01/01/25	100,447	-	(41)	100,406	100,447	(41)	100,406
InterBank ICS	4.65%	01/01/25	5,244,562	67,707	-	5,312,270	5,244,562	67,707	5,312,270
Independent Financial Bank Cash	0.00%	01/01/25	1,752,679	-	(1,039,882)	712,797	1,752,679	(1,039,882)	712,797
Independent Financial Bank MMA	4.69%	01/01/25	958,262	-	(606,955)	351,307	958,262	(606,955)	351,307
Independent Financial Bank MMA #2	5.48%	01/01/25	7	-	(7)	-	7	(7)	-
NexBank IntraFi MMA Savings	4.55%	01/01/25	11,174,146	-	(7,805,152)	3,368,994	11,174,146	(7,805,152)	3,368,994
TexPool	4.56%	01/01/25	4,861,555	-	(3,081,599)	1,779,956	4,861,555	(3,081,599)	1,779,956
LOGIC	4.69%	01/01/25	49,875,383	-	(31,436,624)	18,438,759	49,875,383	(31,436,624)	18,438,759
East West Bank CD	5.74%	10/25/24	3,207,074	-	(3,207,074)	-	3,207,074	(3,207,074)	-
East West Bank CD	5.31%	11/15/24	5,357,613	-	(5,357,613)	-	5,357,613	(5,357,613)	-
East West Bank CD	5.27%	02/24/25	15,413,241	200,973	-	15,614,213	15,413,241	200,973	15,614,213
East West Bank CD	5.27%	03/24/25	5,137,747	66,991	-	5,204,738	5,137,747	66,991	5,204,738
FHLB	4.40%	04/04/25	-	4,943,731	-	4,943,731	-	4,942,470	4,942,470
East West Bank CD	5.40%	04/23/25	5,117,356	68,293	-	5,185,649	5,117,356	68,293	5,185,649
East West Bank CD	5.39%	05/28/25	5,079,002	67,652	-	5,146,654	5,079,002	67,652	5,146,654
East West Bank CD	5.42%	06/02/25	10,173,727	136,292	-	10,310,019	10,173,727	136,292	10,310,019
East West Bank CD	5.39%	07/02/25	5,076,811	67,622	-	5,144,434	5,076,811	67,622	5,144,434
USTN	4.29%	08/15/25	-	4,930,768	-	4,930,768	-	4,930,664	4,930,664
USTN	5.04%	10/31/25	4,997,770	518	-	4,998,288	5,055,078	(26,172)	5,028,906
USTN	4.18%	11/30/25	-	10,061,323	-	10,061,323	-	10,053,906	10,053,906
American Nat'l Bank & Trust CD	4.80%	01/25/26	15,119,992	177,866	-	15,297,858	15,119,992	177,866	15,297,858
FFCB	4.96%	04/15/26	4,993,608	1,046	-	4,994,655	5,081,249	(46,938)	5,034,311
FFCB	4.78%	06/12/26	5,007,813	-	(1,159)	5,006,653	5,089,918	(50,227)	5,039,692
USTN	4.14%	08/31/26	-	4,969,029	-	4,969,029	-	4,960,547	4,960,547
USTN	4.29%	10/15/26	-	5,028,526	-	5,028,526	-	5,030,469	5,030,469
FAMCA	4.23%	12/23/26	-	10,000,000	-	10,000,000	-	9,994,447	9,994,447
TOTAL / AVERAGE	4.78%		\$ 159,076,054	\$ 40,788,338	\$ (52,963,365)	\$ 146,901,028	\$ 159,303,108	\$ (12,319,642)	\$ 146,983,466

Options



Approve as presented or
with modifications



Deny request

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING THE QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2024.

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, City staff has reported to the City Council the activities of the City’s cash and investment holdings for the last quarter; and

WHEREAS, City desires to accept the quarterly investment report from the City staff.

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

Section 1.

The City Council hereby accepts from City staff the quarterly investment report for the quarter ending December 31, 2024, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference for all purposes.

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



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

December 31, 2024

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Burleson is in compliance with the Public Funds Investment Act and the City of Burleson Investment Policy and Strategies.

Disclaimer: These reports were compiled using information provided by the City of Burleson. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	September 30, 2024			December 31, 2024		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Deposit Account/Money Market Account	4.51%	\$ 19,657,361	\$ 19,657,361	4.28%	\$ 9,845,773	\$ 9,845,773
Pools/Money Market Fund	5.23%	54,736,938	54,736,938	4.68%	20,218,715	20,218,715
Securities	4.93%	14,999,191	15,226,245	4.43%	54,932,973	55,015,412
Certificates of Deposit	5.24%	69,682,564	69,682,564	5.21%	61,903,566	61,903,566
Total	5.12%	\$ 159,076,054	\$ 159,303,108	4.78%	\$ 146,901,028	\$ 146,983,466

Average Yield - Current Quarter (1)

Total Portfolio	4.78%
Rolling Three Month Treasury	4.56%
Rolling Six Month Treasury	4.63%
TexPool	4.56%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	4.78%
Rolling Three Month Treasury	4.56%
Rolling Six Month Treasury	4.63%
TexPool	4.56%

Interest Earnings (Approximate)

Quarter	\$ 1,835,685
Fiscal Year-to-date	\$ 1,835,685

(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

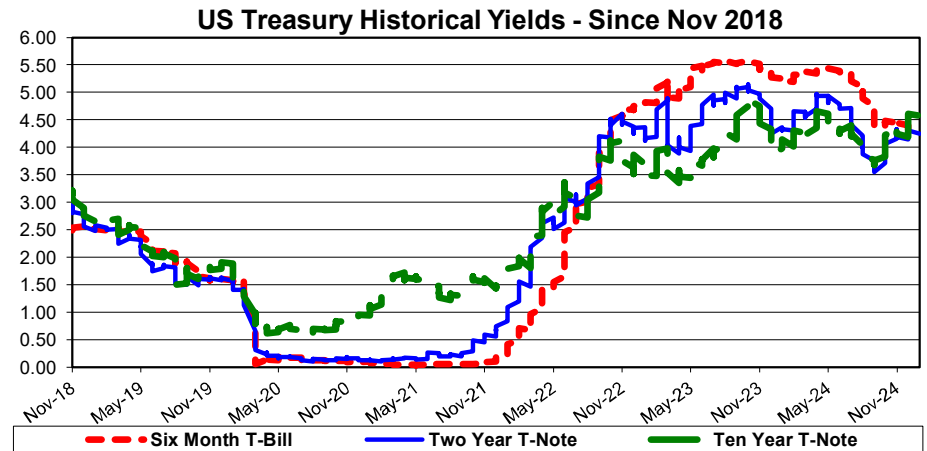
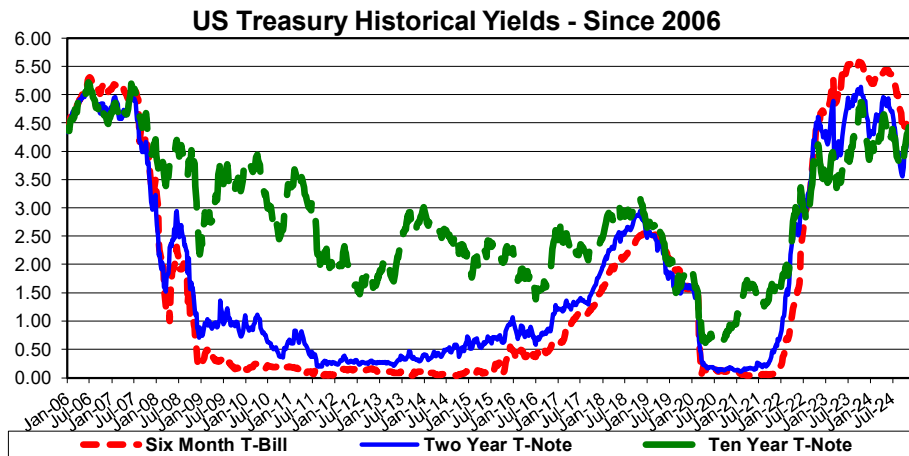
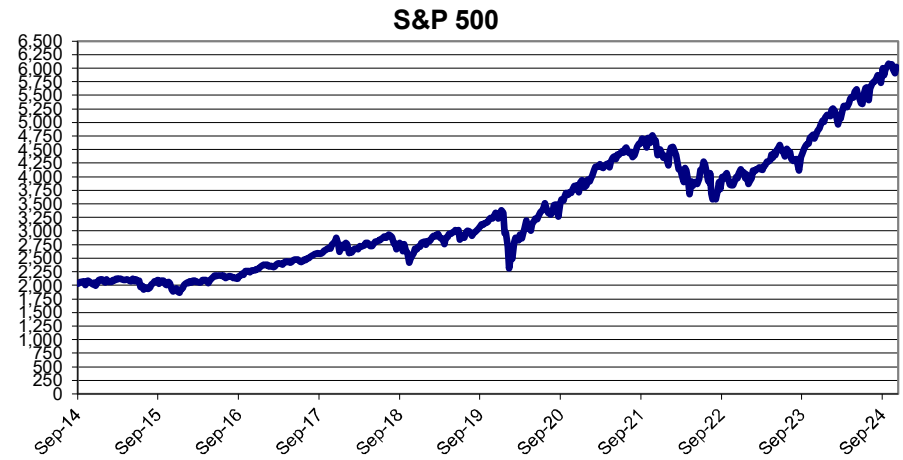
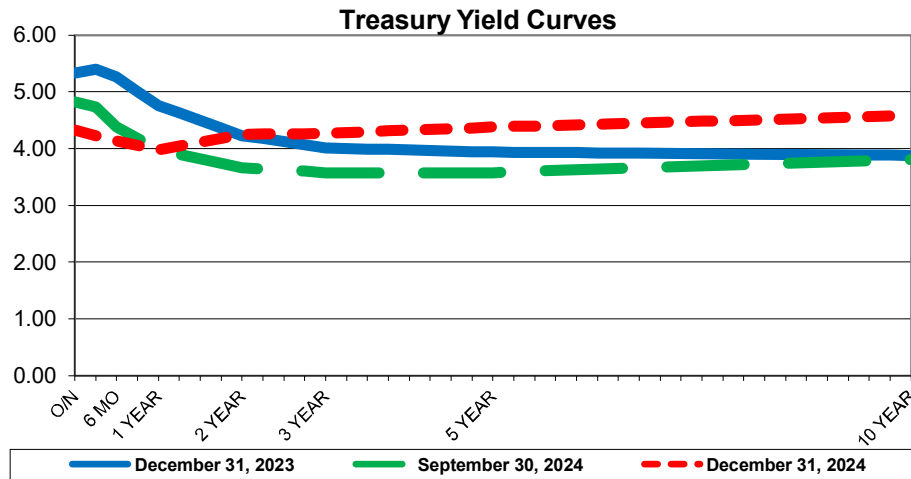
(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Investment Advisor Note: During market cycles where rates are rising, it is common to experience decreases in market value of current investments. This is due to the value the market places on the asset in terms of its buying or selling ability on the current market day. The City's Investment Policy establishes a "buy and hold" portfolio strategy where investment maturities are targeted to match with identified cash flow requirements, and the investments mature at the anticipated time the cash is needed. The City does not intend to liquidate or redeem securities prior to maturity and will therefore not recognize the losses from a pre-maturity sale. Instead, the City will report changes in market value as unrealized losses as required by the PFIA and current accounting standards. As the security approaches maturity, the unrealized loss will diminish, and at maturity the City will receive the full par value of the security.

Economic Overview

12/31/2024

The Federal Open Market Committee (FOMC) reduced the Fed Funds target range a second time to 4.25% - 4.50% (Effective Fed Funds trade +/-4.33%). Expectations for additional rate cuts have diminished with one 0.25% cut projected in March/May. The next cut might not be until October. December Non-Farm Payroll improved to +256k new jobs, with the Three Month Rolling Average falling slightly to +170k (from the previous +173k). Third Quarter 2024 GDP final number increased to +3.1. The S&P 500 Stock Index experienced some volatility but still exceeds 6,000. The yield curve adjusted to a slight checkmark shape. Crude Oil bounced +/- \$70 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.3%). Declining global economic outlook and ongoing/expanding international political disruptions increases uncertainty.



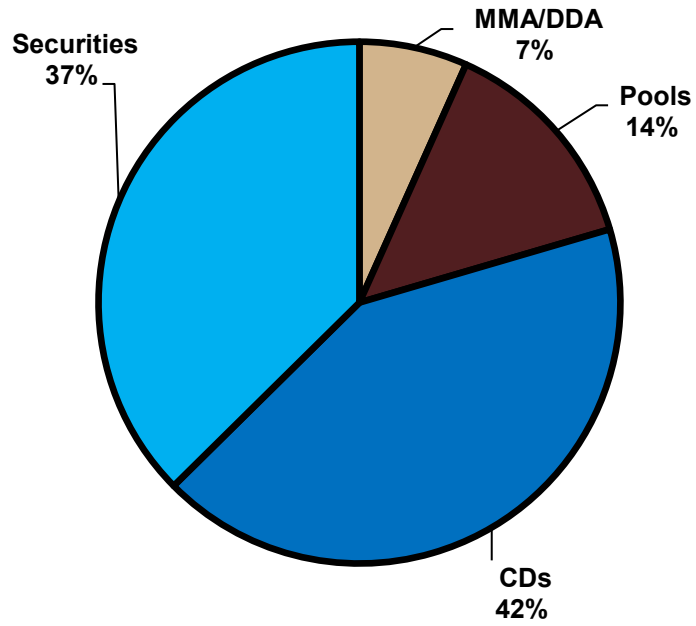
Investment Holdings
December 31, 2024

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
InterBank MMA		4.65%	01/01/25	12/31/24	\$ 100,406	\$ 100,406	1.00	\$ 100,406	1	4.65%
InterBank ICS		4.65%	01/01/25	12/31/24	5,312,270	5,312,270	1.00	5,312,270	1	4.65%
Independent Financial Bank Cash		0.00%	01/01/25	12/31/24	712,797	712,797	1.00	712,797	1	0.00%
Independent Financial Bank MMA		4.69%	01/01/25	12/31/24	351,307	351,307	1.00	351,307	1	4.69%
NexBank IntraFi MMA Savings		4.55%	01/01/25	12/31/24	3,368,994	3,368,994	1.00	3,368,994	1	4.55%
TexPool	AAAm	4.56%	01/01/25	12/31/24	1,779,956	1,779,956	1.00	1,779,956	1	4.56%
LOGIC	AAAm	4.69%	01/01/25	12/31/24	18,438,759	18,438,759	1.00	18,438,759	1	4.69%
East West Bank CD		5.14%	02/24/25	03/22/24	15,614,213	15,614,213	100.00	15,614,213	55	5.27%
East West Bank CD		5.14%	03/24/25	03/22/24	5,204,738	5,204,738	100.00	5,204,738	83	5.27%
FHLB	Aaa/AA+	0.00%	04/04/25	10/09/24	5,000,000	4,943,731	98.85	4,942,470	94	4.40%
East West Bank CD		5.26%	04/23/25	04/23/24	5,185,649	5,185,649	100.00	5,185,649	113	5.40%
East West Bank CD		5.25%	05/28/25	06/14/24	5,146,654	5,146,654	100.00	5,146,654	148	5.39%
East West Bank CD		5.28%	06/02/25	06/04/24	10,310,019	10,310,019	100.00	10,310,019	153	5.42%
East West Bank CD		5.25%	07/02/25	06/17/24	5,144,434	5,144,434	100.00	5,144,434	183	5.39%
USTN	Aaa/AA+	2.00%	08/15/25	10/09/24	5,000,000	4,930,768	98.61	4,930,664	227	4.29%
USTN	Aaa/AA+	5.00%	10/31/25	04/24/24	5,000,000	4,998,288	100.58	5,028,906	304	5.04%
USTN	Aaa/AA+	4.88%	11/30/25	10/09/24	10,000,000	10,061,323	100.54	10,053,906	334	4.18%
American Nat'l Bank & Trust CD		4.70%	01/25/26	07/25/24	15,297,858	15,297,858	100.00	15,297,858	390	4.80%
FFCB	Aaa/AA+	4.88%	04/15/26	04/24/24	5,000,000	4,994,655	100.69	5,034,311	470	4.96%
FFCB	Aaa/AA+	4.88%	06/12/26	06/25/24	5,000,000	5,006,653	100.79	5,039,692	528	4.78%
USTN	Aaa/AA+	3.75%	08/31/26	10/29/24	5,000,000	4,969,029	99.21	4,960,547	608	4.14%
USTN	Aaa/AA+	4.63%	10/15/26	11/21/24	5,000,000	5,028,526	100.61	5,030,469	653	4.29%
FAMCA	Aaa/AA+	4.23%	12/23/26	12/23/24	10,000,000	10,000,000	99.94	9,994,447	722	4.23%
Total Portfolio					\$ 146,968,054	\$ 146,901,028		\$ 146,983,466	246	4.78%

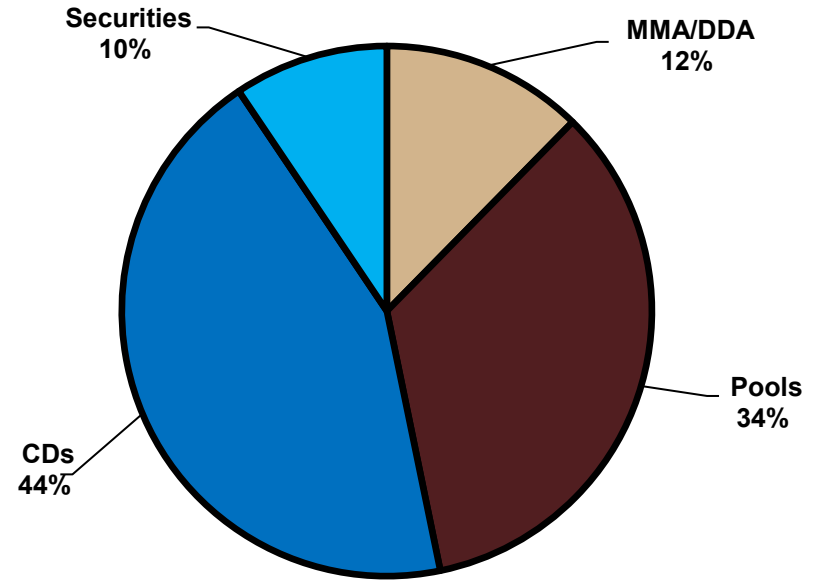
(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.

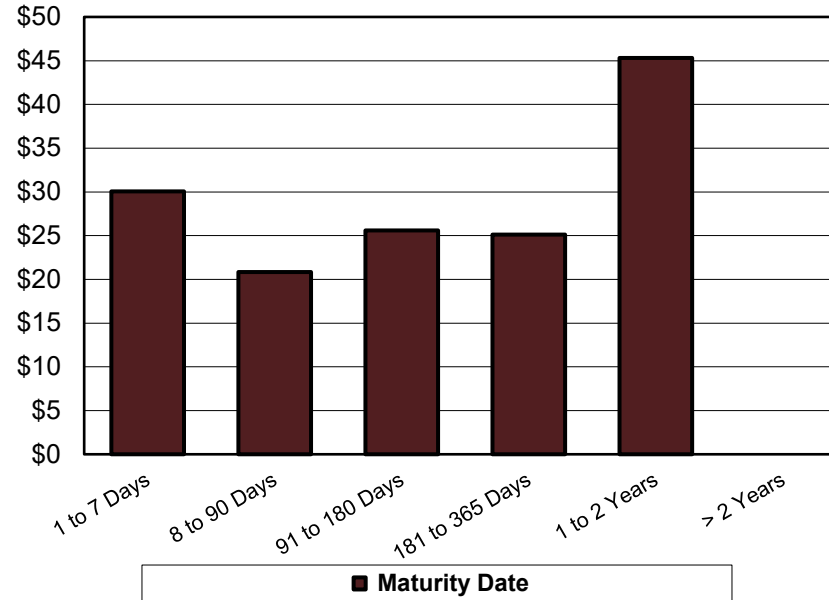
Composition - Current Quarter



Composition - Prior Quarter



Distribution by Maturity Range (Millions)



Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/24	Increases	Decreases	Book Value 12/31/24	Market Value 09/30/24	Change in Market Value	Market Value 12/31/24
American National Bank MMA	0.11%	01/01/25	\$ 427,258	\$ -	\$ (427,258)	\$ -	\$ 427,258	\$ (427,258)	\$ -
InterBank MMA	4.65%	01/01/25	100,447	-	(41)	100,406	100,447	(41)	100,406
InterBank ICS	4.65%	01/01/25	5,244,562	67,707	-	5,312,270	5,244,562	67,707	5,312,270
Independent Financial Bank Cash	0.00%	01/01/25	1,752,679	-	(1,039,882)	712,797	1,752,679	(1,039,882)	712,797
Independent Financial Bank MMA	4.69%	01/01/25	958,262	-	(606,955)	351,307	958,262	(606,955)	351,307
Independent Financial Bank MMA #2	5.48%	01/01/25	7	-	(7)	-	7	(7)	-
NexBank IntraFi MMA Savings	4.55%	01/01/25	11,174,146	-	(7,805,152)	3,368,994	11,174,146	(7,805,152)	3,368,994
TexPool	4.56%	01/01/25	4,861,555	-	(3,081,599)	1,779,956	4,861,555	(3,081,599)	1,779,956
LOGIC	4.69%	01/01/25	49,875,383	-	(31,436,624)	18,438,759	49,875,383	(31,436,624)	18,438,759
East West Bank CD	5.74%	10/25/24	3,207,074	-	(3,207,074)	-	3,207,074	(3,207,074)	-
East West Bank CD	5.31%	11/15/24	5,357,613	-	(5,357,613)	-	5,357,613	(5,357,613)	-
East West Bank CD	5.27%	02/24/25	15,413,241	200,973	-	15,614,213	15,413,241	200,973	15,614,213
East West Bank CD	5.27%	03/24/25	5,137,747	66,991	-	5,204,738	5,137,747	66,991	5,204,738
FHLB	4.40%	04/04/25	-	4,943,731	-	4,943,731	-	4,942,470	4,942,470
East West Bank CD	5.40%	04/23/25	5,117,356	68,293	-	5,185,649	5,117,356	68,293	5,185,649
East West Bank CD	5.39%	05/28/25	5,079,002	67,652	-	5,146,654	5,079,002	67,652	5,146,654
East West Bank CD	5.42%	06/02/25	10,173,727	136,292	-	10,310,019	10,173,727	136,292	10,310,019
East West Bank CD	5.39%	07/02/25	5,076,811	67,622	-	5,144,434	5,076,811	67,622	5,144,434
USTN	4.29%	08/15/25	-	4,930,768	-	4,930,768	-	4,930,664	4,930,664
USTN	5.04%	10/31/25	4,997,770	518	-	4,998,288	5,055,078	(26,172)	5,028,906
USTN	4.18%	11/30/25	-	10,061,323	-	10,061,323	-	10,053,906	10,053,906
American Nat'l Bank & Trust CD	4.80%	01/25/26	15,119,992	177,866	-	15,297,858	15,119,992	177,866	15,297,858
FFCB	4.96%	04/15/26	4,993,608	1,046	-	4,994,655	5,081,249	(46,938)	5,034,311
FFCB	4.78%	06/12/26	5,007,813	-	(1,159)	5,006,653	5,089,918	(50,227)	5,039,692
USTN	4.14%	08/31/26	-	4,969,029	-	4,969,029	-	4,960,547	4,960,547
USTN	4.29%	10/15/26	-	5,028,526	-	5,028,526	-	5,030,469	5,030,469
FAMCA	4.23%	12/23/26	-	10,000,000	-	10,000,000	-	9,994,447	9,994,447
TOTAL / AVERAGE	4.78%		\$ 159,076,054	\$ 40,788,338	\$ (52,963,365)	\$ 146,901,028	\$ 159,303,108	\$ (12,319,642)	\$ 146,983,466

City Council Regular Meeting

DEPARTMENT: Information Technology
FROM: Hugo Rodriguez, Deputy Chief Technology Officer
MEETING: March 24, 2025

SUBJECT:

Consider and take possible action on a three-year contract with ImageTrend, LLC for the purchase of a master software and services agreement for the Fire/EMS Department records management system in the amount of \$173,012.39. *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*

SUMMARY:

ImageTrend serves as the records management software for the Fire Department, facilitating the management of critical departmental records, including fire reports, patient care reports, fire inspections, and other essential documentation. In addition to records management, ImageTrend provides daily staffing software that supports the department's operational needs. Furthermore, its integration with the Public Safety CAD (Computer-Aided Dispatch) system ensures a seamless transfer of data related to emergency service calls, enhancing efficiency and response coordination. The Fire Department first implemented ImageTrend in 2017 to manage patient care records and expanded its use to include fire records in 2019.

The ImageTrend software is funded through the Support Service Fund as part of the annual budgeting process.

- **Total Year 2025:** \$55,314.26
- **Total Year 2026:** \$56,859.00
- **Total Year 2027:** \$60,839.13
- **Total for Three-Year Contract:** \$173,012.39

RECOMMENDATION:

Staff recommends approval of a three-year contract with ImageTrend, LLC for the purchase of a master software and services agreement for the Fire/EMS Department records management system in the amount of \$173,012.39.

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

N/A

REFERENCE:

N/A

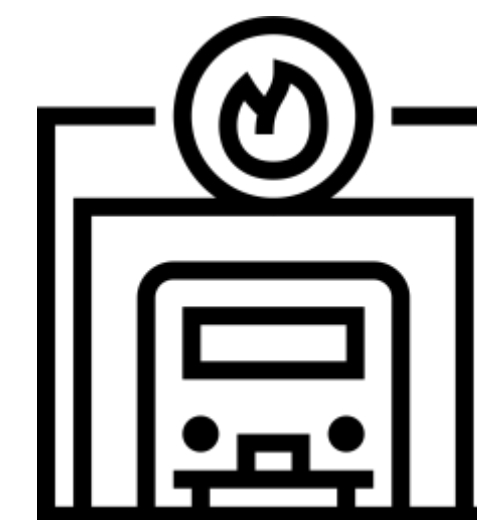
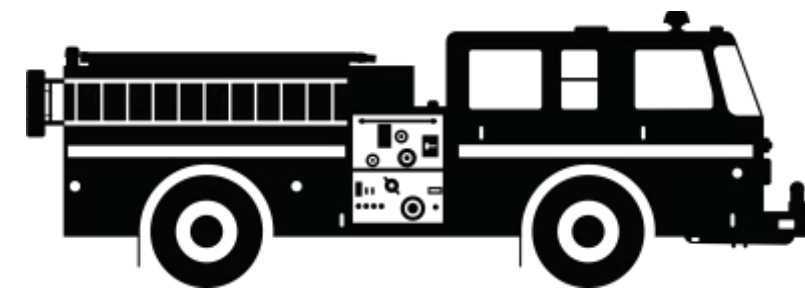
FISCAL IMPACT:

Proposed Expenditure/Revenue: Expenditure
Account Number(s): 6108001-63506
Fund: Support Services Fund
Account Description: Computer Software M&R

STAFF CONTACT:

Hugo Rodriguez
Deputy Chief Technology Officer
hrodriguez@[burlesontx.com](mailto:hrodriguez@burlesontx.com)
682-312-2766

IMAGETREND CONTRACT AGREEMENT



- ImageTrend serves as the records management software utilized by the Fire Department to manage a variety of departmental records, such as fire reports, patient care reports, fire inspections, and additional documentation.
- Currently, ImageTrend provides daily staffing software to the department.
- The Public Safety CAD (Computer Aided Dispatch) system is integrated with ImageTrend, allowing for the smooth transfer of data and records related to emergency service calls.
- The Fire Department began using ImageTrend in 2017 for managing patient care records and expanded its usage to include fire records in 2019.



Budget

Funding Source: Support Service Fund (Annual Budgeting)

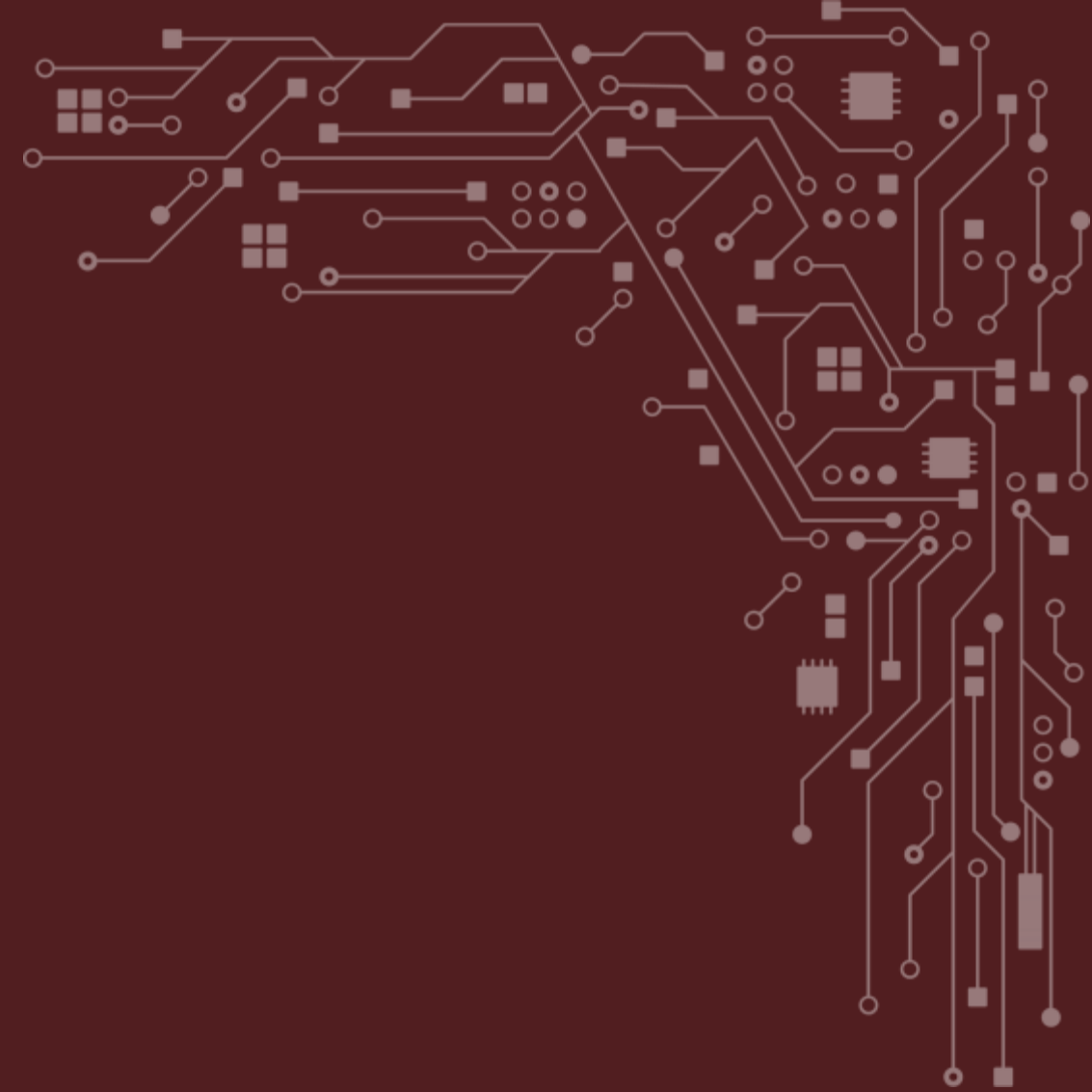
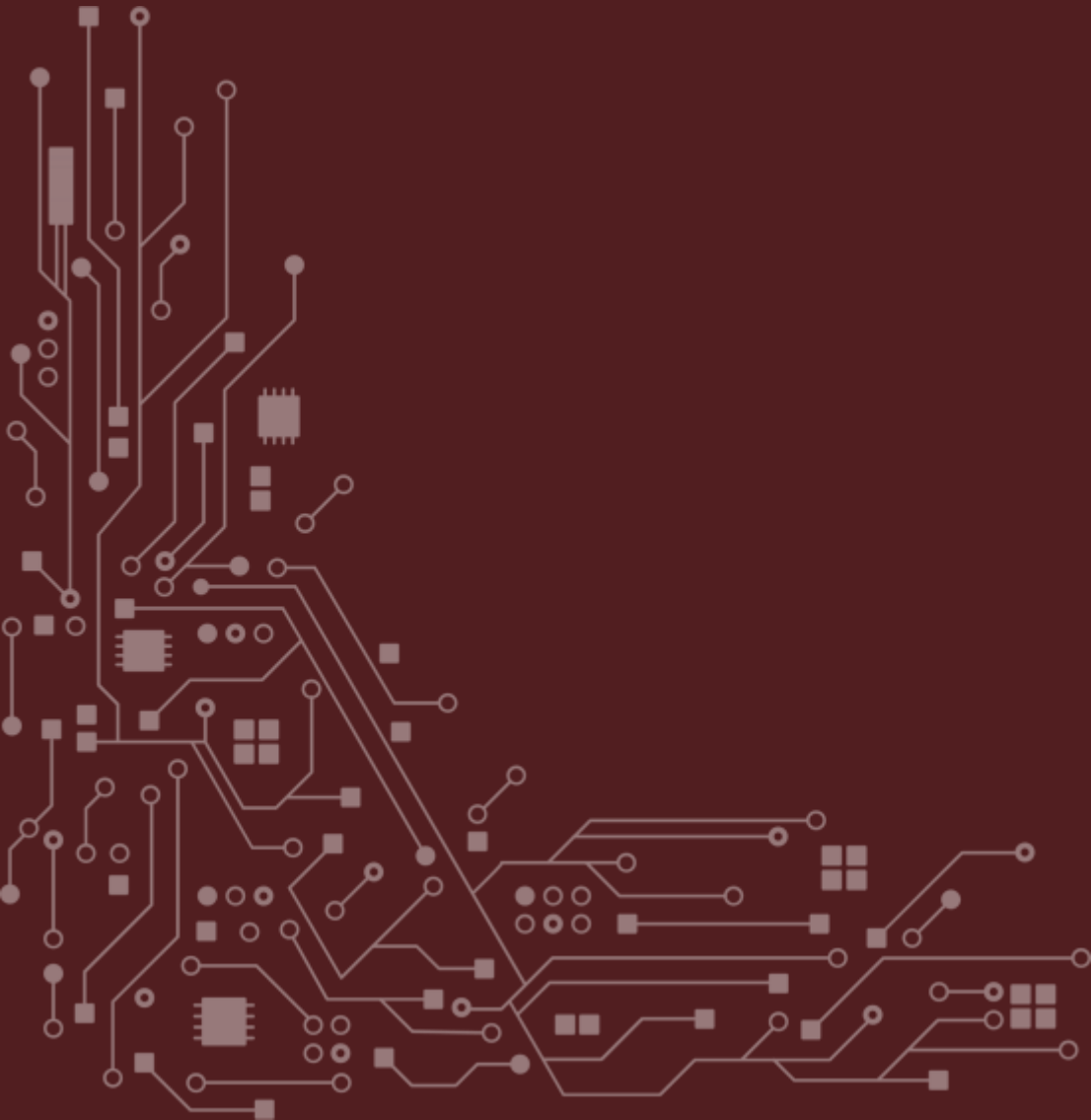
Budget Overview:

- Total Year 2025: \$55,314.26
- Total Year 2026: \$56,859.00
- Total Year 2027: \$60,839.13
- Total for Three-Year Contract: \$173,012.39

Authorize a three-year contract with ImageTrend, LLC for the purchase of a master software and services agreement for the Fire/EMS Department records management system in the amount of \$173,012.39.

Approval of a three-year contract with ImageTrend, LLC for the purchase of a master software and services agreement for the Fire/EMS Department records management system in the amount of \$173,012.39.





Master Software and Services Agreement

CONTRACT NUMBER: 00010484.0

BETWEEN

**City of Burleson
141 W. Renfro St.
Burleson, Texas 76028**

AND

IMAGETREND®

**ImageTrend, LLC
20855 Kensington Blvd.
Lakeville, Minnesota 55044**

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend"), and Burleson Fire Department (TX) (hereinafter "Client"), together "the Parties."

RECITALS

WHEREAS, Client desires to have services performed by ImageTrend; or

WHEREAS, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend; or

WHEREAS, Client desires to purchase Custom Software Development from ImageTrend; and

WHEREAS, This Agreement hereby supersedes any and all previous agreements between Client and ImageTrend including, but not limited to, Master Subcontracting and Software Licensing Agreement Contract No. 00000581.0 and Master Software and Services Agreement Contract No. 00006974.0; and

WHEREAS, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" and **"This Agreement"** means this Master Software and Services Agreement, the Work Orders issued hereunder, all Attachments and Exhibits attached hereto, or any Amendments made in mutually executed hereto.

"Business Day" means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am CST to 5:00pm CST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

"Business Week" means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

"Confidential information" means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

“Commercial Off The Shelf” or “COTS” means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

“Custom IP” or “Custom Software” means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.

“Deliverable” means an intangible or tangible product, material, or service produced as a result of a Work Order, and each Deliverable is specified in the corresponding Work Order from which it is produced.

“Disclosing Party” means the party disclosing Confidential Information to the other party, see also Receiving Party.

“Effective Date” means the date upon which the last party has signed and executed this Agreement.

“Fixed Fee” means a fixed amount of compensation due in return for a fixed Deliverable.

“Governmental Entity” shall have the same meaning as “State and local government entities” as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated.

“Intellectual Property” means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names (“Trademarks”, which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author’s rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, “Intellectual Property Rights” includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

“Licensed Information” means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Local Travel” means travel to a destination in the Twin Cities Metro area, within 30 miles of Lakeville, MN.

“Materials” and “Expenses” means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food,

lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

“Master Services Agreement” means this document excluding Work Orders issued from this document.

“Pre-Existing Materials” means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

“On-Site Hour” means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client’s choosing that are not ImageTrend’s corporate offices.

“Statement of Work” means the technical document which outlines a mutually agreed upon specification for particular Custom Development projects and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

“Support” means technical support for the configuration and functioning of the products, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client.

“Software” means ImageTrend software provided to Client by ImageTrend, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

“Receiving Party” means the party receiving Confidential Information from the Disclosing Party.

“The Agreement” means collectively this Master Services Agreement, its Exhibits, all Work Orders issued from this Master Services Agreement, and all Exhibits to Work Orders.

“Third Party Material(s)” means software or other materials owned by a party other than Client or ImageTrend.

“Time and Materials Basis” means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

“Work Order” means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures.

SECTION 2. TERM OF AGREEMENT

The Term of this Agreement shall be 36 months from the Effective Date of this Agreement (“Initial Term”). Upon expiration of a Term, the Term can be renewed under the same terms and conditions for additional subsequent terms (“Renewal Term”), by the Parties mutual written agreement.

SECTION 3. WORK ORDERS

CREATION OF WORK ORDERS. The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Services Agreement shall hold instead.

LIMITATIONS OF WORK ORDERS. Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Work Order. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that ImageTrend is obligated to perform services which are impossible or impracticable. Further, a Work Order will be rendered voidable to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption. The parties will make commercially reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

MODIFICATION OF WORK ORDERS. Any modification to the scope or tasks identified within the Work Order that change the work budget by an estimated 10 hours of work or more shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order. The parties may waive this requirement on a case-by-case basis in writing. Modifications requiring less than an estimated 10 hours of work may be proposed and accepted verbally, with such modifications requiring less than 10 hours of work billed on a Time and Materials basis.

FEE MODEL. The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
Fixed Fee	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee, plus Expenses. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.
Time and Materials	ImageTrend shall perform the work outlined in the Work Order on a Time and Materials basis, at the rate(s) specified in the Work Order.

LEGAL EFFECT. Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called “the Agreement.” Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders

without their own fee and payment terms, the payment terms in the Price Sheet and Work Order Attachment below control.

CUSTOMIZED SOFTWARE DEVELOPMENT. The parties may mutually agree to a Work Order also known as a Statement of Work for the development of new or custom software, also known as “Modified Off The Shelf” or MOTS. All normal requirements of the Work Order shall apply, but additionally the parties must work together to mutually define a Statement of Work which outlines the tasks, and their timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Agreement will be Intellectual Property owned by ImageTrend. Should Client desire ownership of any Intellectual Property developed by ImageTrend, this must be embodied by a separate, mutually executed contract. For clarity, Client shall not and will not own any ImageTrend Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

SECTION 4. PERFORMANCE OF SERVICES

COMMENCEMENT. ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order. No services shall begin before mutual signed and written final acceptance of each Work Order.

USE OF KNOW HOW. ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 “Licensing and Intellectual Property” and the Software Licensing Terms Attachment.

MATERIALS. Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the Client’s responsibility to pay for those materials.

ACCEPTANCE OF SERVICES AND DELIVERABLES. ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party’s satisfaction with the Deliverable. If 1) a Deliverable’s acceptance criteria is based on Client’s satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client’s acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive

of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.

SECTION 5. FEES, INVOICING, AND PAYMENT TERMS

PROMPT PAYMENT ACTS. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING PARAGRAPH

APPLIES: To the degree any term in this Section 5, or any payment related term in any Work Order, conflicts with the governing prompt payment act or similar procurement act which unambiguously limits client's ability to agree or comply with any term in this section 5 or in any payment related term in any work order ("The PPA"), the term in the PPA will instead control. For clarity, unless there is an unambiguous conflict between the terms of this Section 5 or in any Work Order, the PPA shall not control and this Agreement shall still control.

FEES. Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

SCHEDULING NON-LOCAL TRAVEL. For air travel Client may, and is strongly advised to, schedule travel no less than 3 weeks in advance of the first on-site date by written request; ImageTrend reserves the right to approve or deny travel requests on a per-request basis. Client may also request travel by writing with 3 weeks or less advance notice; ImageTrend reserves the right to approve or deny such travel requests, and to invoice costs to Client due to scheduling changes ImageTrend must make to accommodate such a request if approved.

CANCELLATION, RESCHEDULE, OR DELAY. Client will provide to ImageTrend (10) ten business days prior written notice of Client's intent to delay, reschedule, or cancel ("Staffing Change") any service in a Work Order which requires an ImageTrend employee to perform work at a specific location or at a specific time (e.g. face-to-face meetings, on-site visits, after hours on-call status). If Client fails to provide such notice, Client shall reimburse ImageTrend for loss caused by the Staffing Change. ImageTrend shall use commercially reasonable efforts to mitigate any losses that would be incurred by a Staffing Change and due to ImageTrend by Client.

INVOICING. Unless otherwise specified in a Work Order, invoices must be paid on Net 30 terms. Any objection to an invoice must be made in writing. Client may request up to an additional 15 days to review Deliverables associated with an invoice, approval to which ImageTrend shall not unreasonably withhold. If Client does not object to an invoice, or request an extension to review Deliverables, within 15 days after receipt of the invoice then the invoice is deemed accepted and any right to object to the invoice is waived. Payment shall be made by check or by ACH transfer to ImageTrend.

REMEDIES FOR NON-PAYMENT. Should Client fail to pay per the terms of this Agreement and this Section 5, ImageTrend may; 1) suspend services under all Work Orders until such payment is made in full, and/or 2) charge a late fee at the lesser of 1.5% or the maximum allowed by law, and/or 3) invoice Client for the costs of collection including reasonable attorney's fees.

TRAVEL COSTS. Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay \$1,800 per ImageTrend trainer per trip and a further

\$1,750 per trainer per day spent at Client’s chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however, Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, “Overlapped Weekend”) will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

TIME AND MATERIALS RATE. Unless otherwise specified in a Work Order, ImageTrend’s Time and Materials rate is \$225.00 per hour.

PRICE ESCALATION. ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 7% of the then current price for each anniversary of the Effective Date beginning one year from the last signature. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

SECTION 6. DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application’s proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client’s data (“the De-identified Data Set”) and ImageTrend may, in ImageTrend’s discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as ‘Personal Information’ by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 ‘De-Identification of Personal Information’ (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND’S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables (“Pre-existing IP”), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable,

non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below in the Software Licensing Terms Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per in the Software Licensing Terms Attachment below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

SECTION 7. CONFIDENTIALITY

CONFIDENTIALITY ACKNOWLEDGEMENT. Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted.

CONFIDENTIALITY OBLIGATIONS. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party.

SURVIVAL. This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

SECTION 8. WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

SECTION 9. LIMITATION OF LIABILITY

EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

SECTION 10. DISPUTE RESOLUTION

DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING 2 PARAGRAPHS APPLY:

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding

involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

ARBITRATION. If Client is NOT a Governmental Entity the following paragraph applies:

Any dispute between ImageTrend and Client under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association in the State of the defending party and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, ImageTrend and Client shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, that third arbitrator shall preside over any dispute. ImageTrend and Client shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The arbitrator shall endeavor to keep costs as low as possible while still allowing for the just and fair disposition of the dispute. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. ImageTrend and Client shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 11. NON-EXCLUSIVITY

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

SECTION 12. AMENDMENTS

This Agreement may only be modified by a mutually executed writing including but not limited to Work Orders, signed by a person having authority to sign.

SECTION 13. TERMINATION

Either Party may terminate this Agreement upon giving the other Party thirty days (30) days' prior written notice to the other Party in addition to any other remedy or right contained in this Agreement. This right of termination is additive to other rights of termination identified above in this Agreement and does not preclude the exercise of those other rights.

SECTION 14. INDEMNIFICATION

IMAGETREND INDEMNITY. ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend's choice with control to settle any such Claim. ImageTrend shall have no obligation to defend or indemnify Client from Claims arising out of Client's negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of a claim

within 60 days of actual knowledge of a Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of a Claim else ImageTrend shall have no obligation to indemnify Client.

CLIENT INDEMNITY. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH DOES NOT APPLY. Client shall defend and indemnify ImageTrend from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses (“Claims”), which arise out of any negligent act or omission, or willful misconduct of Client. ImageTrend shall promptly notify Client for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, Client shall have the right and option to undertake and control such defense of such action with counsel of Client’s choice with control to settle any such Claim. Client shall have no obligation to defend or indemnify ImageTrend from Claims arising out of Client’s negligent or intentional wrongful acts or omissions. ImageTrend accordingly must provide Client written notice no more than 60 days after ImageTrend has actual knowledge of a Claim else Client shall have no obligation to indemnify Client.

SECTION 15. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal Laws.

SECTION 16. GENERAL TERMS

- a. **INSURANCE REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request.
- b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.
- c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party’s written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.
- d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.
- e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party’s reasonable control (“Force Majeure Events.”) This clause shall not apply to costs due to ImageTrend to reimburse cancellation,

reschedule, or modification of travel arrangements per §5 above. Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.

- f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out the actions or non-actions of Client.
- g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.
- h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Minnesota without regard to its conflict of laws principles. **IF CLIENT IS A GOVERNMENTAL ENTITY** the law governing this Agreement shall be that of the Client's jurisdiction without regard to its conflict of laws principles.
- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.
- j. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- k. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.
- l. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to

payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.

- m. **ATTORNEYS' FEES.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.
- n. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client. Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.
- o. **NOTICES.** Any notice required to be given by either party to the other shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

If to Client:

City of Burleson
Attn: Tommy Ludwig
141 W. Renfro St.
Burleson, Texas 76028

If to ImageTrend:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Boulevard
Lakeville, MN 55044



IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client

ImageTrend

Signature: _____

Signed by:
Jon Sachs
Signature: _____
1B9B1C9E214345B...

Print Name: _____

Print Name: Jon Sachs

Title: _____

Title: CFO

Date: _____

Date: 1/28/2025

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

“Licensed Information” means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

“The Software” means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	<p>and/or Licensed Information or copies thereof except as provided in this Agreement.</p>
<p>ImageTrend Hosted License (“License”)</p>	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p>
<p>Client Hosted License (“On Premise License”)</p>	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p> <p>Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client’s hosted environment’s cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend’s duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend’s responsibility to maintain or resolve problems with Client’s hosted environment. ImageTrend’s sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend’s out-of-scope rate.</p>

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a



copy of Client’s data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMESIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client’s end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client’s request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client’s request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client’s Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend’s discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers (“Public Agency”)	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client’s governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Casey Davis or their successor, conducts their job duties most frequently.

<p>State, County, Region, City for its constituents</p>	<p>Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority</p>	<p>Licensed individuals within Client’s legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.</p>
<p>Group Purchase (Multi-Agency)</p>	<p>Client(s) are a plurality of Private Agencies and/or Public Agencies</p>	<p>All employees & contractors of each named organization, who respond to emergency medical incidents</p>
<p>Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary</p>	<p>Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.</p>	<p>All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.</p>



PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
5,000 Incidents annually

Newly Contracted One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
HIH - DM/Fax/Treatment Query - Plus Setup & Implementation	ELT.003.002.053	\$1,500.00	1	\$1,500.00
Modules Setup & Implementation	ELT.003.002.037	\$675.00	1	\$675.00

Total One-Time Fees: \$2,175.00

Previously Contracted Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount	Next Invoice Date
Elite™ Rescue - SaaS *Includes Elite™ Field - GSA (54151ECOM | Rescue_SaaS_4000)	ELT.001.002.047	\$12,698.76	1	\$12,698.76	7/1/2025
Slate™ Text/SMS	ELT.001.002.063	\$525.00	1	\$525.00	6/6/2025
CAD Distribution	ELT.002.007.001	\$3,745.00	1	\$3,745.00	10/2/2025
Auto Export to NEMSIS v3 Web Service	ELT.002.009.005	\$3,745.00	1	\$3,745.00	10/2/2025
Mobile Fire Inspections - SaaS	ELT.001.002.014	\$2,675.00	1	\$2,675.00	10/2/2025
Pulsara Integration	ELT.002.007.095	\$3,500.00	1	\$3,500.00	1/18/2025
Data Mart™ Subscription	ELT.001.002.064	\$1,444.50	1	\$1,444.50	7/1/2025
Continuum® for Rescue	CTM.001.002.065	\$6,420.00	1	\$6,420.00	7/1/2025
Other CAD Vendor	ELT.002.007.017	\$0.00	1	\$0.00	10/2/2025
IP Address Restriction	ELT.001.002.061	\$3,210.00	1	\$3,210.00	9/19/2025
Performance Insights	CTM.001.002.021	\$1,669.20	1	\$1,669.20	7/1/2025
Slate™	ELT.001.002.062	\$4,006.80	1	\$4,006.80	6/6/2025

Total Previously Contracted Recurring Fees: \$43,639.26



Newly Contracted Recurring Fees:

Description	SKU	Unit Price	Qty	Extended Amount
Target Solutions Distribution	ELT.002.011.003	\$3,500.00	1	\$3,500.00
HIH - DM/Fax/Treatment Query - Plus	ELT.002.008.012	\$4,500.00	1	\$4,500.00
Hospital Hub™ Distribution	ELT.002.010.007	\$1,500.00	1	\$1,500.00

Total Newly Contracted Recurring Fees: \$9,500.00

TOTAL YEAR 2025: \$55,314.26

TOTAL YEAR 2026: \$56,859.00

TOTAL YEAR 2027: \$60,839.13

Send Invoices To:

City of Burleson
 Tommy Ludwig, City Manager
 141 W. Renfro St.
 Burleson, TX 76028

Payment Terms:

- “Newly Contracted One Time Fees” are due once upon contract signature.
- “Previously Contracted Recurring Fees” will continue to be invoiced on their previously scheduled invoicing dates.
- “Newly Contracted Recurring Fees” are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon contract signature.
- The Newly Contracted Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
- ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client’s breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
- ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend’s discretion, payments are consistently deficient or late.



- All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
- ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.



SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Examples of Severity	Notification of Acknowledgement by ImageTrend	Action Expectation: Update and Anticipated Error Resolution Plan After Notification by ImageTrend
Site Down/Critical	<ul style="list-style-type: none"> Complete shutdown or partial shutdown of one or more critical software functions. Access to one or more Software functions not available. Major subset of software application impacted. 	Within one (1) hour of initial notification via email or ticketing system.	Six (6) hours.
CAD Down/High	<ul style="list-style-type: none"> Minor subsystem failure. Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training). 	Within four (4) hours of initial notification during business hours via phone, email, or ticketing system.	Twenty-four (24) business hours.
Medium/Normal	<ul style="list-style-type: none"> System operational with minor issues; suggested enhancements as mutually agreed upon. 	Within twenty-four (24) hours of initial notification during business hours.	Future Release.

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.



Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated 12/27/2024 (the “Effective Date”), is entered into by and between **Burleson Fire Department (TX)** located at 828 SW Alsbury Blvd, Burleson, Texas 76028 (the “Covered Entity”) and ImageTrend, LLC, a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity (also referred to as “Client”) and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not

otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity,

an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests

by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.
9. **Data Breach Notification and Mitigation.**
- A. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or

by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- B. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- C. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and

reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- A. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- B. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- B. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

- C. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - A. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - B. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - D. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - E. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - F. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to “return or destroy,” Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN “AS IS” BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) (“the Federal Healthcare Programs”); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. Miscellaneous.

- A. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: Compliance Department
141 W. Renfro St.
Burleson, Texas 76028

If to Business Associate:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under

this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

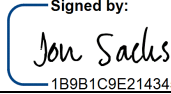


IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client

ImageTrend

Signature:

Signature:  Signed by:
1B9B1C9E214345B...

Print Name:

Print Name: Jon Sachs

Title:

Title: CFO

Date:

Date: 1/28/2025



DATA EXCHANGE AUTHORIZATION

Between ImageTrend, LLC (“ImageTrend”), a Minnesota Corporation located at 20855 Kensington Blvd., Lakeville, MN 55044 and Burlison Fire Department (TX) (“the Data Controller” and “Client”) residing at 828 SW Alsbury Blvd Burlison,, Texas 76028 for transmitting ePHI data as identified below.

Whereas; ImageTrend is a provider of data management services and a current Business Associate to the Data Controller; and

Whereas; the Data Controller wishes ImageTrend to exchange certain ePHI data from and to the Data Controller’s System, in ImageTrend’s capacity as a Business Associate.

Data Exchange Purpose The purpose of this Data Exchange Authorization is to exchange Data Controller’s data in accordance with the table below that lists the data exchange work items to be fulfilled by ImageTrend (“the Identified Data Exchanges”). It is Data Controllers sole obligation to ensure the “Destination” column is accurate. ImageTrend will fulfill and exchange data with the listed Destination party, and will not deviate from the identified destination unless ImageTrend is directed otherwise in writing by Data Controller. Notwithstanding any term to the contrary, ImageTrend shall not be liable in any manner for sending or receiving data as outlined below; Data Controller assumes all risk for the data source(s) and destination(s) identified below.

Description	Quote Description	Data Source	Data Destination
HIH - DM/Fax/Treatment Query - Plus	ImageTrend’s Health Information Hub (HIH) sends ePCRs via Direct messaging, a secure method of exchanging healthcare information, or e-faxing to hospitals based on the agency’s defined criteria. Treatment Query using the Carequality network queries participating healthcare systems based on the zip code of the patient’s home address. If patient medical records are found, clinicians can import medical history, allergies, and current medications into the ePCR.	ImageTrend at Lakeville, MN 55044	Kno2
Auto Export to NEMESIS v3 Web Service	A NEMESIS 3.3.4 or 3.4.0 file can be automatically pushed to a NEMESIS v3 web service (agency’s or biller’s) based on specific criteria being met (i.e. incident status is ‘Ready for Billing’, incident is locked, etc.).	ImageTrend at Lakeville, MN55044	Emergicon

Authorization. Data Controller hereby authorizes ImageTrend to transmit, import, and/or disclose in accordance with the Identified Data Exchanges, and to transmit, import and/or disclose other data reasonably necessary to achieve the purpose of each work line item outlined in the table above. This Agreement modifies any prior agreements of the parties only to the extent necessary to effect this agreement, and does not otherwise change the terms of any prior agreements between the parties.



Right to Revoke or Terminate. Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

The Parties hereby agree to this Data Exchange Authorization:

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	ImageTrend
_____	_____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

DATA MART – CONTINUOUS FREQUENCY TERMS OF USE

- 1. GRANT OF LICENSE TO ELITE DATA MART(S) CLIENT** is hereby granted a non-exclusive, non-sublicensable, non-transferrable (except as outlined below) use license for the ImageTrend Elite Data Mart(s) listed in the Price Sheet and Work Order Attachment. CLIENT is further granted a limited right to use, reproduce, and distribute the ImageTrend Data Dictionary(s) solely to and for authorized employees and contractors to enable them to carry out their duties for CLIENT, and for no other purpose.
- 2. CONFIDENTIALITY OF IMAGETREND ELITE DATA MART(S) DATABASE(S) AND OTHER DATABASES**
The schema, data structure, and overall design of the ImageTrend Elite Data Mart(s) Database and other included databases, are hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of ImageTrend. While CLIENT owns all its own data, CLIENT shall not share with, describe to, detail to, or otherwise allow or aid a third party to reverse engineer the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) or any other ImageTrend Software or ImageTrend database with third parties. CLIENT agrees to take reasonable measures to maintain the secrecy of the schema, data structure, and overall design of the ImageTrend Elite Data Mart(s), or to protect the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) in the same manner that CLIENT protects its' own trade secrets, whichever is greater.
- 3. CONFIDENTIALITY OF ELITE DATA DICTIONARY(S)** The included ImageTrend Elite Data Dictionary which describes the ImageTrend Elite Data Mart(s) is hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of IMAGETREND. CLIENT shall not reproduce for, distribute to, grant access to, publicly display to, nor allow the data dictionary to be used by: third parties, and/or any employee or contractor who does not require the Elite Data Dictionary(s) to carry out their duties to CLIENT. Upon expiry of the Elite Data Dictionary(s) license(s), CLIENT shall destroy or return all copies of the Elite Data Dictionary(s) in CLIENT's control.
- 4. DELIVERY OF IMAGETREND ELITE DATA MART DATA** CLIENT has chosen to receive regular deliveries of Data Mart(s) data continuously via Microsoft SSIS or as otherwise negotiated between the parties. CLIENT should be advised that this Section 3 – Grant of License does not include the provisioning of a database instance or virtual private connection to directly run database queries against the ImageTrend Elite Data Mart(s), rather, this section grants a license to use the Elite Data Mart as well as contracts with IMAGETREND to provide regular delivery of that Data to CLIENT as a service. CLIENT must host and provision its own Microsoft SQL Server instance or other tool to manipulate the .BAK file.
- 5. SUPPORT FOR IMAGETREND ELITE DATA MART(S)** CLIENT shall receive support for the ImageTrend Elite Data Mart(s) under this Agreement's Service Level Agreement. Further, CLIENT shall receive periodic updates to the ImageTrend Elite Data Mart(s) and Data Dictionary(s) along with other regular Software updates. The Section D is not binding or valid if the CLIENT has not contracted with IMAGETREND for Support services; Support services must be a line item in the Price Sheet and Work Order Attachment or in other binding contracts between the parties as a condition precedent to receive Support for the Elite Data Mart(s).

**City of Burleson
Addendum to Vendor's Contract
Additional Provisions**

IMAGETREND, LLC

20855 KENSINGTON BLVD., LAKEVILLE, MN 55044

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

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

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

Additional Provisions

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

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

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

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

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

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

City of Burleson, Texas:

IMAGETREND, LLC

By: _____

Signed by:
By: Jon Sachs
1B9B1C9E214345B...

Name: _____

Name: Jon Sachs

Title: _____

Title: CFO

Date: _____

Date: 1/28/2025

ImageTrend

Burleson Fire Department
828 SW Alsbury Blvd.
Burleson, TX 76028

Dear Chief Lozier,

Thank you for your recent sole source inquiry. ImageTrend Elite™ is solely developed, produced, distributed and supported by ImageTrend, LLC. This product is copyrighted and trademarked.

Only available from ImageTrend is our seamless integration with any of over 50 CAD vendors that we have worked with in the past. These CAD integrations allow for data to be directly imported into the Elite EMS run form, reducing data collection needs and human error.

This solution from ImageTrend, LLC. is based upon the unique modules and basic architectural features of the data management systems that have been designed by ImageTrend for many applications. The experience and input from our current users have collaboratively helped us to develop a commercial-off-the-shelf (COTS) solution and best practices exclusively for the EMS market. ImageTrend was among the first companies to gain NEMESIS v3 compliance for state systems certification in the market; ImageTrend has proven success working with 40 State EMS systems.

ImageTrend is the only company to offer a fully integrated EMS/Fire solution compatible with NEMESIS v3/NFIRS that incorporates both mobile-device compatibility from the ground up, as well as the option to self-host the Elite EMS system database in their own hosted environment. The Elite solution is scalable within one system to handle millions of incidents with thousands of users annually. Elite's unique security concept and enterprise design allow for multiple tiered, secure usage and views by individual services, regional groups and state entities all within one system.

The Elite solution offers drag and drop form template configuration available to manage system-wide, regionally or specific to agency's workflow, in addition, easy to create validation rules to meet state or agency documentation standards. The solution includes a proprietary Report Writer for usage and generation of standard and ad hoc reports by any level of system user within their reporting permission rights.

As the sole source vendor of this software, we distribute on a use license basis and maintain beneficiary escrow accounts. All data obtained and maintained within the application is proprietary to and owned by the licensed user. ImageTrend does not distribute the source code to any other vendors or resellers and therefore development, modification or implementation of Elite and its modules and extensions can only be performed by ImageTrend, LLC.

20855 Kensington Blvd., Lakeville, MN 55044

Phone: (952) 469-1589 | Toll Free: (888) 469-7789 | Fax: (952) 985-5671

www.ImageTrend.com

Please feel free to contact us at 1-888-469-7789 if you need any further information.

Sincerely,



Joe Graw
Chief Growth Officer
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: (952) 469 - 1589
Fax: (952) 469 - 5671

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony D. McIlwain, Development Services Director

MEETING: March 24, 2025

SUBJECT:

Consider and take possible action on a minute order to amend the City's Public Improvement District (PID) Policy. (*Staff Contact: Tony D. McIlwain, Development Services Director*)

SUMMARY:

On February 17th, city staff presented proposed changes to the city's existing PID Policy to the City Council. Previously, staff discussed the PID Policy with the Council Policy and Valuation Committee on August 21, 2024, and January 22, 2025. The Committee directed staff to move the proposed revisions to Council for further discussion and consideration.

Some of the substantive changes to the Policy include:

- The draft revisions to the PID Policy include the removal of the "Types of PIDs" section detailing Capital PIDs and Operation and Maintenance (O&M) PIDs. Staff is of the determination that this is overly restrictive for a developer.
- Staff has revised the initial deposit of the "Professional Services Reimbursement Agreement" to reflect an initial amount of \$7,500, with additional \$10,000 increments when deposit balance reaches \$2,500.
- The "PID Petition" and "Service and Assessment Plans" sections have been removed. These sections simply referenced state law.
- Staff has removed the tax cap, to allow Council more discretion when evaluating PID petitions.

RECOMMENDATION:

Staff recommends that the Council approve a minute order to amend the City's Public Improvement District (PID) Policy

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

March 23, 2006: City Council approves the original Public Improvement District (PID) Policy.

November 12, 2018: City Council approves amendments to the original Public Improvement District (PID) Policy.

May 6, 2024: Staff provided City Council a presentation on Public Improvement Districts (PID) and the city's current PID Policy.

August 21, 2024: The Council Policy and Valuation Committee directed staff to prepare draft policies for further discussion.

January 22, 2025: The Council Policy and Valuation Committee directed staff to present the proposed amendments to the PID Policy to the City Council for further discussion and consideration.

February 17, 2025: Staff provided City Council a presentation on revisions to the Public Improvement Districts (PID) Policy.

REFERENCE:

[PID-Policy](#)

FISCAL IMPACT:

Proposed Expenditure/Revenue: n/a

Account Number(s):

Fund:

Account Description:

STAFF CONTACT:

Tony D. McIlwain, AICP, CFM
Development Services Director

tmcilwain@burlesontx.com

817-426-9684

Minute Order to Amend the Public Improvement District (PID) Policy

CITY COUNCIL: MARCH 24, 2025

Purpose

- The purpose of this minute order is to amend the current Public Improvement District (PID) Policy.
- A PID can be used for a variety of public community improvements, including parks, fountains, landscaping, infrastructure and other non-utility enhancements.
- The City's current PID Policy has a tax cap and includes two types of PIDs: Capital and Operations and Maintenance.

Background

- The City Council approved the original PID Policy on March 3, 2006 and amended it on November 12, 2018.
- On May 6th, 2024, City Council directed the City Manager to review the city's current PID Policy with the Policy and Valuation Committee.
- Staff discussed the PID Policy with the Council Policy and Valuation Committee on August 21, 2024, and January 22, 2025.
- The Committee directed staff to move the proposed revisions to Council for further discussion and consideration.
- On February 17th, 2025, City Council directed the City Manager to move forward with staff's proposed revisions to the current PID Policy.

Proposed Revisions to PID Policy

- Substantive Changes:
 - i. The draft revisions to the PID Policy include the removal of the “**Types of PIDs**” section detailing Capital PIDs and Operation and Maintenance (O&M) PIDs. Staff is of the determination that this is overly restrictive for a developer.
 - ii. Staff has revised the initial deposit of the “**Professional Services Reimbursement Agreement**” to reflect an initial amount of \$7,500, with additional \$10,000 increments when deposit balance reaches \$2,500.
 - iii. The “**PID Petition**” and “**Service and Assessment Plans**” sections have been removed. These sections simply referenced state law.
 - iv. Staff has removed the tax cap, to allow Council more discretion when evaluating PID petitions.

Recommendation

- Staff recommends the City Council approve the minute order to amend the PID Policy.

CITY OF BURLESON

PUBLIC IMPROVEMENT DISTRICT POLICY

OVERVIEW

Pursuant to the Texas Local Government Code Chapter 372 (the “PID Act”), Public Improvement Districts (“PIDs”) provide the City of Burleson (the “City”) an economic development tool that permits the financing of qualified public improvement costs that confer a special benefit on a definable part of the City, including both its corporate limits and its extra-territorial jurisdiction (ETJ). A PID can finance capital costs and fund supplemental services to meet community needs which could not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within the Public Improvement District that receive special benefits from the capital improvements or services. A PID may only be used to pay for qualified public improvements under the PID Act.

A PID is a defined area of properties, whose owners have petitioned the City to form a PID. The City Council establishes a PID by adoption of a resolution after a public hearing. The public hearing is publicized per the PID Act and written notification of the hearing is mailed to all property owners in the proposed PID. By petition, the owners pledge to pay an assessment in order to receive a special benefit, enhanced services and/or improvements within the PID.

PURPOSE AND INTENT

The purpose and intent of this Policy is to provide the policy guidelines parameters for establishment and use of PIDs within the City or its ETJ ~~and to outline the issues to be addressed before the City Council can support the establishment of a PID.~~ The City Council supports the use of PIDs to create sustainable developments with a higher level of public amenities and improvements ~~(and maintenance of those improvements)~~ than exists in a development that meets the City’s minimum standards. ~~PIDs are a viable alternative for enhanced public open space and maintenance of enhanced public parks and trails.~~ Within the City, PIDs should be self-supporting, should not place administrative burdens on the City nor involve management or oversight by the City for their daily activities. This Policy is intended to provide guidance to developers and City Staff in the creation of a PID and outline pertinent matters including but not limited to petition requirements, qualified costs, financing criteria, information disclosures to property owners, and the determination of annual plans of services, budgets and assessments. The City Council, upon City Staff recommendation, shall have the authority to establish PIDs that vary from this policy as long as they are in accordance with State law.

PID OBJECTIVES

The Texas Local Government Code allows for PID funds to be used, among others, in the construction of roadways, water, wastewater, drainage, landscaping, parks, and expenses incurred in the establishment, administration and operation of the PID. Generally, PID amenities are public in nature, however PIDs can potentially be used to offset the cost of public infrastructure if it results in development that meets one of more of the component below~~consideration may be granted for projects that:~~

1. Meet or preferably enhance the City’s master plan, thoroughfare plan, water and wastewater plans;
2. Advance the City’s trail and park plans;

3. ~~Exceed Meet~~ the City's requirements for design, building standards, amenities and landscaping;
4. ~~Are May be~~ of mixed residential and commercial use;
5. Accomplish a particular housing objective or goal established by City Council;
6. Are master-planned residential communities;
7. Are within the ETJ that meet the above qualifications provided the property owners agree to submit a petition for voluntary annexation into the City, if the City desires such annexation; or
8. ~~Require public participation to materialize.~~

The City Council, upon City Staff recommendation, shall have the authority to consider other projects that may be different from those listed above in accordance with the applicable State law.

TYPES OF PIDS:

1. ~~Capital PIDs are those that are established to construct infrastructure within a development. There are two types of Capital PIDs:~~
 - ~~Reimbursement PID: The developer pays for the infrastructure up front and is reimbursed from assessments collected over time.~~
 - ~~Bonded PID: The City issues special revenue bonds for the construction of improvements and/or reimbursement to the Developer and such bonds are repaid from assessments collected annually.~~

~~Capital PIDs have a termination date of either the maturity of the bonds for Bonded PID, or full repayment of the developer for Reimbursement PID.~~

~~The principal amount for a Capital PID may be paid in full or in part by the property owner at any time without any prepayment penalty.~~

2. ~~Operation and Maintenance PIDs (O&M PIDs) are used to fund ongoing enhanced operation and maintenance for public improvements such as parks, public open space, trails and other public improvements:~~
 - ~~There may be no termination date with an O&M PID until City Council decides otherwise.~~
 - ~~The assessment is determined annually based on a budget to maintain and operate the PID.~~
 - ~~Payment of the assessment is on an annual basis, and no pre-payment can occur since there is no principal amount.~~
 - ~~The City may create advisory boards for Maintenance PIDs.~~

~~Projects may include both Capital PIDs and Maintenance PIDs.~~

GENERAL

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a developer's actual, documented costs above and beyond the costs for standard infrastructure required to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.

2. PIDs must be self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements.
3. PID petition signatures should reflect that a reasonable attempt was made to obtain the full support of the PID by the majority of the property owners located within the proposed PID. Priority will be given to PIDs with the support of 100% of the landowners within a PID.
4. Priority will be given to PID improvements:
 - a. In support of development that will generate greater economic development benefits to the City beyond the project;
 - b. That provide enhanced aesthetic features (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage); and,
 - c. That provide enhanced amenities for the public and/or residents of the development meet specific community needs.
5. A PID's budget shall include sufficient funds to pay for all additional costs incurred by the City above its normal operational costs, including additional administrative and/or operational costs.
6. If it is proposed that debt obligations secured by and payable from assessments are to be issued to reimburse for authorized improvements that a developer would ordinarily fund at its own costs, the petition must demonstrate how creation of the PID and financing of the infrastructure provides a special benefit to the property that, but for the PID, would not occur. Examples of "special benefits" under which the City is willing to consider a PID include, but are not limited to, the following: accelerated development of neighborhood amenities, high quality development (i.e. amenities, sustainability, etc.) or furtherance of a major City Policy objective. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing assessment or a pro rata share thereof.
- ~~7. The City Council reserves the right, on a case-by-case basis, to waive specific requirements listed in this Policy. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from the Policy is in the best interest of the City. Additionally, the City Council maintains discretion to approve or disapprove the PID application.~~
- ~~8. No PIDs will be allowed to be created that overlap the boundaries of another PID.~~
- ~~9. The boundaries of existing PIDs can be modified during a renewal process (with updated map as part of the petition). However, a boundary change during the existing term of a PID may only be considered if a re-petition of the entire PID area (both current boundary and proposed modified areas) meets the minimum criteria for creation/renewal and application fee as described below is submitted.~~

ESTABLISHMENT OF PID

Following is a summary of the major steps involved in the establishment of a PID. Detailed steps are included in Attachment A.

Professional Services Reimbursement Agreement

If the City determines it is in its best interest to establish a PID, a Professional Services Agreement (PSA) will be entered into with the developer (template attached as Attachment B). The PSA will require the developer to initially deposit funds to pay for third-party consultants including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. Additional deposits will be required when the deposit balance meets a minimum threshold as described below. Funds that have been expended for payment to the City's consultants are non-refundable. The unused balance will be rolled into the PID admin costs for the creation of the PID, or refunded to Developer depending on circumstances.

- ~~Capital PIDs:—Initial Amount is \$7,500 with additional \$10,000 increments when deposit balance reaches \$2,500.~~
- ~~Maintenance PIDs:—Initial Amount is \$7,500 with additional \$5,000 increments if deposit balance reaches \$1,500~~
- ~~Combined Capital/Maintenance PIDs will follow the Capital PID funding requirements.~~

~~A City Council briefing on the PID Petition is recommended prior to filing.~~

PID Petition

~~Once it has been determined by the City Staff and City Council that a PID is appropriate for the project, a petition for the creation of the PID shall be submitted in accordance with the following:~~

- ~~1.—The submittal of a petition letter that is signed by:
 - ~~a.—Owners of taxable real property representing more than 50% of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and,~~
 - ~~b.—Record owners of real property liable for assessment under the proposal who:
 - ~~i.—Constitute more than 50% of all record owners of property that is liable for assessment under the proposal; or~~
 - ~~ii.—Own taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the proposal.~~~~~~
- ~~2.—The petition must be submitted using the form included as Attachment C. See the Petition Requirements attached herein for additional specific requirements.~~

Service and Assessment Plan

~~The City will cause to be prepared a Preliminary Service and Assessment Plan (“SAP”) based on an Engineer’s opinion of probable costs of the public improvements to construct and complete the project. The parameters of the SAP will be based on the City Staff’s direction regarding the amount to be reimbursed relative to the type of PID, the Policy objectives, and the recommendation of the City’s consultants.~~

Maximum Assessment

The maximum assessment per \$100 valuation, when added to the total (City, County, School, etc.) tax rate, may not exceed the highest total tax rate in effect for any property in the City. For example, in 2021, the highest total tax rate is \$2.7928 per \$100 valuation. See table below:

-	Johnson			Tarrant	
	BISD	JISD	AISD	BISD	CISD
City	\$0.6859	\$0.6859	\$0.6859	\$0.6859	\$0.6859
ISD	\$1.4946	\$1.2900	\$1.3720	\$1.4946	\$1.2658
County	\$0.3797	\$0.3797	\$0.3797	\$0.2290	\$0.2290
JC Lateral Rd	\$0.0403	\$0.0403	\$0.0403	-	-
Hill College	-	\$0.0499	\$0.0500	-	-
Tarrant College	-	-	-	\$0.1302	\$0.1302
Tarrant Hospital	-	-	-	\$0.2244	\$0.2244
TC Regional Water	-	-	-	\$0.0287	\$0.0287
Total	\$2.6005	\$2.4458	\$2.5279	\$2.7928	\$2.5640

The above tax rates are from 2021 and are subject to change annually. City staff may update the applicable maximum tax rates each year and such annual updates may not require formal amendment to this policy.

Assessment

The Council should weigh the cost of the proposed assessment against the amenities being provided to the residents of the development and the City overall.

Disclosure to Homeowners

To satisfy disclosure to homeowners, the City will require the petitioner to comply with the following:

- Landowner’s Agreement to be recorded in the Official Public Records of the applicable County.
- Signage at major entryways and exits as approved by City Staff. All signage shall be clearly visible to all motorists entering and exiting the PID.
- Signage and information flyers for use at sales offices and model homes as provided by City’s PID Administrator.
- Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
- Requirement to provide notice of the PID to builders in addendum to contracts and to disclose the PID on any MLS listing.

PID Administration

1. The City may contract with a qualified third-party company to manage and administer the PID, subject to oversight by City Staff.
2. The PID Administrator will coordinate the annual development of the budget, which will be submitted to the City Council for consideration in accordance with the PID Act.

Collection of Assessments

The City will enter into an agreement, as applicable, with the appropriate tax collecting entity (i.e. the entity collecting the City ad valorem taxes) to include the annual assessments on the appropriate property tax bill. If such agreement is not feasible, the City will pursue other available alternatives for collecting the assessments and annual installments.

CAPITAL PIDS

~~If it is proposed that debt obligations secured by and payable from assessments are to be issued to reimburse for authorized improvements that a developer would ordinarily fund at its own costs, the petition must demonstrate how creation of the PID and financing of the infrastructure provides a special benefit to the property that, but for the PID, would not occur. Examples of "special benefits" under which the City is willing to consider a PID include, but are not limited to, the following: accelerated development of neighborhood amenities, high quality development (i.e. amenities, sustainability, etc.) or furtherance of a major City Policy objective.~~

Specifics of Bonded PID

~~If the PID issues bonds for the developer to construct the improvements and the debt is repaid through the collected property assessments, the following must be met:~~

- ~~• Minimum value to lien ratio of 3:1 based on third party appraisals approved by the City.~~
- ~~• To the extent feasible, preliminary design and engineering work for public improvements to be funded with PID Bonds shall be undertaken prior to the levy of assessment.~~
- ~~• Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID Bonds. The form of committed capital (cash deposit or letter of credit) will be determined by the City (in consultation with its financial advisors, consultants and participating underwriters) on a case-by-case basis. Terms of the letter of credit will include: (i) an irrevocable and unconditional letter of credit issued by one or more banks satisfactory to the City and on terms and conditions satisfactory to the City to provide a funding source for the agreed upon cost of infrastructure improvements that will be constructed with funds other than bond proceeds, or (ii) any such letter of credit must name the City as the beneficiary and must be able to be drawn upon by the City to fund any obligation of the Developer to pay for a portion of the costs to the infrastructure improvements that are not being funded with the proceeds of any bonds issued by the City upon the presentation to the letter of credit provider of a properly executed draft request. An acceptable letter~~

~~of credit provider will need to have a long term rating by a nationally recognized ratings service of at least the City's credit rating or better.~~

Other Financing Considerations

1. PID Bonds may be issued in advance of construction as a whole or on a phase-by-phase basis subject to compliance with the applicable standards.
2. General Obligation or Certificates of Obligation will not be utilized by the City to fund or support the PID Bonds.
3. All proposed initial and subsequent PID Bond issues for a project, if any, will be subject to approval by the City Council.
4. The City shall not be obligated to provide funds for any improvement except from the proceeds of the PID Bonds and assessments.
5. Each PID Bond Indenture will contain language explicitly precluding the City from making any debt service payments for the PID Bonds other than from available assessment revenues. There will be no tax pledge from the City to support PID Bonds.

Developer Reimbursement

1. The Developer will submit expenses for reimbursements in accordance with the requirements of the applicable financing agreement.
2. The City's appointed designee(s) will verify the eligibility and validity of such reimbursement requests in accordance with the applicable agreements and/or PID documents.
3. Once expenses have been verified, payment will be processed within the timeframe stipulated in the applicable agreements and/or PID documents.

Assessment Term/Bond Term

The maximum term of a ~~Capital~~ PID assessment is not to exceed 30 years and the assessment term must equal the bond term. ~~This does not apply to O&M PIDs.~~

Miscellaneous

1. Severability: If any section, subsection, sentence, clause, phrase, or word of this Policy is declared unconstitutional or invalid for any purpose, the remainder of this Policy shall not be affected.
2. Any exceptions or waivers to this Policy must be approved by the City Council.
3. The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to reimbursements through the PID. All parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.

4. The City Manager or designee may make minor revisions to the attachments from time to time as the process is refined. No changes to the policy or significant changes to the attachments will be made without Council consideration.

CITY OF BURLESON

PUBLIC IMPROVEMENT DISTRICT POLICY

OVERVIEW

Pursuant to the Texas Local Government Code Chapter 372 (the “PID Act”), Public Improvement Districts (“PIDs”) provide the City of Burleson (the “City”) an economic development tool that permits the financing of qualified public improvement costs that confer a special benefit on a definable part of the City, including both its corporate limits and its extra-territorial jurisdiction (ETJ). A PID can finance capital costs and fund supplemental services to meet community needs which could not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within the Public Improvement District that receive special benefits from the capital improvements or services. A PID may only be used to pay for qualified public improvements under the PID Act.

A PID is a defined area of properties, whose owners have petitioned the City to form a PID. The City Council establishes a PID by adoption of a resolution after a public hearing. The public hearing is publicized per the PID Act and written notification of the hearing is mailed to all property owners in the proposed PID. By petition, the owners pledge to pay an assessment in order to receive a special benefit, enhanced services and/or improvements within the PID.

PURPOSE AND INTENT

The purpose and intent of this Policy is to provide the policy parameters for establishment and use of PIDs within the City or its ETJ and to outline the issues to be addressed before the City Council can support the establishment of a PID. The City Council supports the use of PIDs to create sustainable developments with a higher level of public improvements (and maintenance of those improvements) than exists in a development that meets the City’s minimum standards. PIDs are a viable alternative for enhanced public open space and maintenance of enhanced public parks and trails. Within the City, PIDs should be self-supporting, should not place administrative burdens on the City nor involve management or oversight by the City for their daily activities. This Policy is intended to provide guidance to developers and City Staff in the creation of a PID and outline pertinent matters including but not limited to petition requirements, qualified costs, financing criteria, information disclosures to property owners, and the determination of annual plans of services, budgets and assessments. The City Council, upon City Staff recommendation, shall have the authority to establish PIDs that vary from this policy as long as they are in accordance with State law.

PID OBJECTIVES

The Texas Local Government Code allows for PID funds to be used, among others, in the construction of roadways, water, wastewater, drainage, landscaping, parks, and expenses incurred in the establishment, administration and operation of the PID. Generally, PID consideration may be granted for projects that:

1. Meet or preferably enhance the City’s master plan, thoroughfare plan, water and wastewater plans;
2. Advance the City’s trail and park plans;
3. Exceed the City’s requirements for design, building standards, amenities and landscaping;

4. Are of mixed residential and commercial use;
5. Accomplish a particular housing objective or goal established by City Council;
6. Are master-planned residential communities;
7. Are within the ETJ that meet the above qualifications provided the property owners agree to submit a petition for voluntary annexation into the City, if the City desires such annexation; or
8. Require public participation to materialize.

The City Council, upon City Staff recommendation, shall have the authority to consider other projects that may be different from those listed above in accordance with the applicable State law.

TYPES OF PIDS:

1. **Capital PIDs** are those that are established to construct infrastructure within a development. There are two types of Capital PIDs:
 - **Reimbursement PID:** The developer pays for the infrastructure up front and is reimbursed from assessments collected over time.
 - **Bonded PID:** The City issues special revenue bonds for the construction of improvements and/or reimbursement to the Developer and such bonds are repaid from assessments collected annually.

Capital PIDs have a termination date of either the maturity of the bonds for Bonded PID, or full repayment of the developer for Reimbursement PID.

The principal amount for a Capital PID may be paid in full or in part by the property owner at any time without any prepayment penalty.

2. **Operation and Maintenance PIDs** (O&M PIDs) are used to fund ongoing enhanced operation and maintenance for public improvements such as parks, public open space, trails and other public improvements.
 - There may be no termination date with an O&M PID until City Council decides otherwise.
 - The assessment is determined annually based on a budget to maintain and operate the PID.
 - Payment of the assessment is on an annual basis, and no pre-payment can occur since there is no principal amount.
 - The City may create advisory boards for Maintenance PIDs.

Projects may include both Capital PIDs and Maintenance PIDs.

GENERAL

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a developer’s actual, documented costs above and beyond the costs for standard infrastructure required to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.
2. PIDs must be self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements.

3. PID petition signatures should reflect that a reasonable attempt was made to obtain the full support of the PID by the majority of the property owners located within the proposed PID. Priority will be given to PIDs with the support of 100% of the landowners within a PID.
4. Priority will be given to PID improvements:
 - a. In support of development that will generate greater economic development benefits to the City beyond the project;
 - b. That provide enhanced aesthetic features (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage); and,
 - c. That meet specific community needs
5. A PID's budget shall include sufficient funds to pay for all additional costs incurred by the City above its normal operational costs, including additional administrative and/or operational costs.
6. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing assessment or a pro rata share thereof.
7. The City Council reserves the right, on a case-by-case basis, to waive specific requirements listed in this Policy. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from the Policy is in the best interest of the City. Additionally, the City Council maintains discretion to approve or disapprove the PID application.
8. No PIDs will be allowed to be created that overlap the boundaries of another PID.
9. The boundaries of existing PIDs can be modified during a renewal process (with updated map as part of the petition). However, a boundary change during the existing term of a PID may only be considered if a re-petition of the entire PID area (both current boundary and proposed modified areas) meets the minimum criteria for creation/renewal and application fee as described below is submitted.

ESTABLISHMENT OF PID

Following is a summary of the major steps involved in the establishment of a PID. Detailed steps are included in Attachment A.

Professional Services Reimbursement Agreement

If the City determines it is in its best interest to establish a PID, a Professional Services Agreement (PSA) will be entered into with the developer (template attached as Attachment B). The PSA will require the developer to initially deposit funds to pay for third-party consultants including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. Additional deposits will be required when the deposit balance meets a minimum threshold as described below. Funds that have been expended for payment to the City's consultants are non-refundable. The unused balance will be rolled into the PID admin costs for the creation of the PID, or refunded to Developer depending on circumstances.

- Capital PIDs: Initial Amount is \$7,500 with additional \$10,000 increments when deposit balance reaches \$2,500.
- Maintenance PIDs: Initial Amount is \$7,500 with additional \$5,000 increments if deposit balance reaches \$1,500
- Combined Capital/Maintenance PIDs will follow the Capital PID funding requirements.

A City Council briefing on the PID Petition is recommended prior to filing.

PID Petition

Once it has been determined by the City Staff and City Council that a PID is appropriate for the project, a petition for the creation of the PID shall be submitted in accordance with the following:

1. The submittal of a petition letter that is signed by:
 - a. Owners of taxable real property representing more than 50% of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and,
 - b. Record owners of real property liable for assessment under the proposal who:
 - i. Constitute more than 50% of all record owners of property that is liable for assessment under the proposal; or
 - ii. Own taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the proposal.
2. The petition must be submitted using the form included as Attachment C. See the Petition Requirements attached herein for additional specific requirements.

Service and Assessment Plan

The City will cause to be prepared a Preliminary Service and Assessment Plan (“SAP”) based on an Engineer’s opinion of probable costs of the public improvements to construct and complete the project. The parameters of the SAP will be based on the City Staff’s direction regarding the amount to be reimbursed relative to the type of PID, the Policy objectives, and the recommendation of the City’s consultants.

Maximum Assessment

The maximum assessment per \$100 valuation, when added to the total (City, County, School, etc.) tax rate, may not exceed the highest total tax rate in effect for any property in the City. For example, in 2020-21, the highest total tax rate is \$2.868 per \$100 valuation. See table below:

	Johnson			Tarrant	
	BISD	JISD	AISD	BISD	CISD
City	\$0.7111	\$0.7111	\$0.7111	\$0.7111	\$0.7111
ISD	\$1.5383	\$1.3960	\$1.4664	\$1.5383	\$1.5398
County	\$0.3847	\$0.3847	\$0.3847	\$0.2340	\$0.234
JC Lateral Rd	\$0.0403	\$0.0403	\$0.0403		
Hill College		\$0.0500	\$0.0500		
Tarrant College				\$0.130	\$0.130
Tarrant Hospital				\$0.2244	\$0.2244
TC Regional Water				\$0.0287	\$0.0287
Total	\$2.6744	\$2.5821	\$2.6525	\$2.8666	\$2.8680

The above tax rates are from 2020 and are subject to change annually. City staff may update the applicable maximum tax rates each year and such annual updates may not require formal amendment to this policy.

Disclosure to Homeowners

To satisfy disclosure to homeowners, the City will require the petitioner to comply with the following:

- Landowner’s Agreement to be recorded in the Official Public Records of the applicable County.
- Signage at major entryways and exits as approved by City Staff. All signage shall be clearly visible to all motorists entering and exiting the PID.
- Signage and information flyers for use at sales offices and model homes as provided by City’s PID Administrator.
- Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
- Requirement to provide notice of the PID to builders in addendum to contracts and to disclose the PID on any MLS listing.

PID Administration

1. The City may contract with a qualified third-party company to manage and administer the PID, subject to oversight by City Staff.
2. The PID Administrator will coordinate the annual development of the budget, which will be submitted to the City Council for consideration in accordance with the PID Act.

Collection of Assessments

The City will enter into an agreement, as applicable, with the appropriate tax collecting entity (i.e. the entity collecting the City ad valorem taxes) to include the annual assessments on the appropriate property

tax bill. If such agreement is not feasible, the City will pursue other available alternatives for collecting the assessments and annual installments.

CAPITAL PIDS

If it is proposed that debt obligations secured by and payable from assessments are to be issued to reimburse for authorized improvements that a developer would ordinarily fund at its own costs, the petition must demonstrate how creation of the PID and financing of the infrastructure provides a special benefit to the property that, but for the PID, would not occur. Examples of “special benefits” under which the City is willing to consider a PID include, but are not limited to, the following: accelerated development of neighborhood amenities, high quality development (i.e. amenities, sustainability, etc.) or furtherance of a major City Policy objective.

Specifics of Bonded PID

If the PID issues bonds for the developer to construct the improvements and the debt is repaid through the collected property assessments, the following must be met:

- Minimum value to lien ratio of 3:1 based on third party appraisals approved by the City.
- To the extent feasible, preliminary design and engineering work for public improvements to be funded with PID Bonds shall be undertaken prior to the levy of assessment.
- Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID Bonds. The form of committed capital (cash deposit or letter of credit) will be determined by the City (in consultation with its financial advisors, consultants and participating underwriters) on a case-by-case basis. Terms of the letter of credit will include: (i) an irrevocable and unconditional letter of credit issued by one or more banks satisfactory to the City and on terms and conditions satisfactory to the City to provide a funding source for the agreed upon cost of infrastructure improvements that will be constructed with funds other than bond proceeds, or (ii) any such letter of credit must name the City as the beneficiary and must be able to be drawn upon by the City to fund any obligation of the Developer to pay for a portion of the costs to the infrastructure improvements that are not being funded with the proceeds of any bonds issued by the City upon the presentation to the letter of credit provider of a properly executed draft request. An acceptable letter of credit provider will need to have a long-term rating by a nationally recognized ratings service of at least the City’s credit rating or better.

Other Financing Considerations

1. PID Bonds may be issued in advance of construction as a whole or on a phase-by-phase basis subject to compliance with the applicable standards.
2. General Obligation or Certificates of Obligation will not be utilized by the City to fund or support the PID Bonds.

3. All proposed initial and subsequent PID Bond issues for a project, if any, will be subject to approval by the City Council.
4. The City shall not be obligated to provide funds for any improvement except from the proceeds of the PID Bonds and assessments.
5. Each PID Bond Indenture will contain language explicitly precluding the City from making any debt service payments for the PID Bonds other than from available assessment revenues. There will be no tax pledge from the City to support PID Bonds.

Developer Reimbursement

1. The Developer will submit expenses for reimbursements in accordance with the requirements of the applicable financing agreement.
2. The City's appointed designee(s) will verify the eligibility and validity of such reimbursement requests in accordance with the applicable agreements and/or PID documents.
3. Once expenses have been verified, payment will be processed within the timeframe stipulated in the applicable agreements and/or PID documents.

Assessment Term/Bond Term

The maximum term of a Capital PID assessment is not to exceed 30 years and the assessment term must equal the bond term. This does not apply to O&M PIDs.

Miscellaneous

1. Severability: If any section, subsection, sentence, clause, phrase, or word of this Policy is declared unconstitutional or invalid for any purpose, the remainder of this Policy shall not be affected.
2. Any exceptions or waivers to this Policy must be approved by the City Council.
3. The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to reimbursements through the PID. All parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.

Attachments:

Attachment A: Process

Attachment B: Profession Services Agreement

Attachment C: PID Petition Requirements

Attachment D: Petition Template

The Development Services Director may make minor revisions to the attachments from time to time as the process is refined. No changes to the policy or significant changes to the attachments will be made without Council consideration.

ATTACHMENT A
Public Improvement District (PID)
Process

TASK	PARTY RESPONSIBLE
PRELIMINARY PHASE	
Developer to meet with City staff to discuss proposed development and potential PID elements	CS/DEV/DE
City staff will coordinate with PID Administrator to determine PID feasibility	CS/MC
Developer executes Professional Services Agreement	CS/MC/DEV
Developer pays initial PID Administration costs to the City	CS/DEV
PHASE I PLAN OF FINANCE	
Preparation of PID bond projections and feasibility analysis:	
Prepare and distribute draft PID projections	MC
Conference call to discuss projections	MC/DEV
Prepare and distribute updated PID projections	MC
Conference call to discuss projections	MC/DEV
Revise and distribute final PID projections	MC
Preparation of Preliminary Service and Assessment Plan (SAP):	
Draft assessment methodology	MC
Conference call to discuss assessment methodology	MC/DEV
Revise assessment methodology and prepare assessment roll	MC
Conference call to finalize content of Preliminary SAP	MC/DEV
PHASE II GOVERNMENT APPROVAL¹	
Public Improvement District (PID)	
Draft Development Agreement	DC
Conference call to discuss Development Agreement	DC/CA
Finalize Development Agreement	DC/CA
Adopt Development Agreement	CS/City Council
Draft PID creation petition	DC/MC
File PID creation petition	Developer

Hold public hearing on PID creation	City Council
Draft resolution creating PID	DC/CA
Adopt resolution creating PID	City Council
Generate Opinion of Probable Costs	DEV/DE
Draft Service and Assessment Plan (SAP) and prepare assessment roll	MC
Public hearing on resolution determining Opinion of Probable Costs with Preliminary SAP & sets levy and assessments hearing date	CS/City Council
Filing of proposed Assessment Roll	DC/City Secretary
Publish Notice of Levy and Assessment Hearing in newspaper	City
Mail Notice of Levy and Assessment Hearing to all property owners in the proposed PID	City
Considers adoption of resolution approving the distribution of the Preliminary Official Statement	CS/City Council/CA/BC
Public hearing on proposed Levy and Assessment	CS/City Council
Discussion on, and adoption of, the Construction, Funding and Acquisition Agreements	CS/City Council/CA/BC
Discussion of, and adoption of, Bond Ordinances and Final Offering Statements	CS/City Council/CA/BC
Posting of Final Official Statements	UW

Tax Increment Reinvestment Zone (TIRZ) (as applicable)

Draft resolution setting public hearing to create a TIRZ	CA
Adopt resolution setting public hearing to create a TIRZ to encompass the PID property	City Council
Publish Notice for Hearing on TIRZ creation in newspaper	City
Public hearing on advisability of TIRZ creation	City Council
Draft TIRZ Preliminary Project and Finance Plan	MC
Draft ordinance creating TIRZ	CA/CS
Adopt ordinance creating TIRZ	City Council

PHASE III ISSUANCE OF BONDS

Prepare first draft of market study	MA
Meeting to discuss market study	MA, DD
Prepare second draft of market study	MA
Conference call to discuss second draft of market study	MA, DD
Prepare final market study	MA

Opinion of Probable Cost

Prepare opinion of probable cost DE

Appraisal

Select appraiser DEV/UW
Send letter of instructions to appraiser UW
Prepare first draft of appraisal APP
Meeting to discuss appraisal APP, DD
Prepare second draft of appraisal APP
Conference call to discuss second draft of appraisal APP, DD
Prepare final appraisal APP

Assessed Value and Tax Increment Report

Start preparation of report on assessed value and tax increment projections MC
Prepare first draft of report MC
Meeting to discuss report MC, DD
Prepare second draft of report MC
Conference call to discuss second draft of report MC, DD
Prepare final report on assessed value and tax increment revenues MC

Preparation of bond documents

Prepare first draft of trust indenture BC
Conference call to review trust indenture Team
Prepare second draft of trust indenture BC
Prepare first draft of construction, acquisition, and funding agreement DC/BC/CA
Meeting to review documents Team
Select trustee City/BC/UW
Prepare third draft of trust indenture and second draft of funding agreement Team
Conference call to review documents Team
Receive comments from trustee on trust indenture Team
Prepare fourth draft of trust indenture and third draft of funding agreement BC/DC
Prepare form of legal opinions and other documents DC/BC/CA
Conference call to review documents Team
Final revisions to documents BC/DC

Marketing and closing of bond issue

Prepare first draft of preliminary offering statement (POS)	UC
Conference call to review first draft of POS	Team
Prepare second draft of POS and first draft of bond purchase agreement (BPA)	UC
Conference call to review second draft of POS and BPA	Team
Send term sheet to potential investors and prepare short list of target investors	UW
Preparation of final POS and BPA	UC
Print POS	UW
Mail POS to potential investors	UW
Site visit with potential investors	Team/INV
Price bonds	UW
Levy Assessment	City Council
Prepare final offering statement	Team
Bond closing	Team

¹PID and TIRZ governmental approval process can progress concurrently.

²Depending on quality of market section and underwriter, a market study may need to be prepared in addition to the appraisal.

BC - Bond counsel

CA - City attorney

CS - City staff

DC - Developer's counsel

DEV - Developer

DE - Developer Engineer

DD - Due diligence sub-committee includes the underwriter, underwriter's counsel and others as needed.

ENG - Developer's engineer

INV - Investor

MA - Market consultant

MC - MuniCap

UW - Underwriter

UC - Underwriter's counsel

ATTACHMENT B
PROFESSIONAL SERVICES AGREEMENT (PSA)
[COMPANY LOGO]

[Date]

[CONTACT]
[DEVELOPER ENTITY]
[STREET NUMBER & NAME]
[SUITE]
[CITY] [STATE] [ZIP]

RE: Payment Structure for [CONSULTANT NAME] [CONSULTANT'S SERVICES]

Dear [CONTACT]:

[CONSULTANT NAME] is the PID Administrator for the City of Burleson (the "City") for special assessment and tax increment reinvestment zone financing. The City has requested [CONSULTANT NAME] provide _____ (the "Developer") with assistance in preparing [CONSULTANT'S SERVICES] for a proposed Public Improvement District (PID) [*and/or Tax Increment Reinvestment Zone (TIRZ)**] for evaluation by the City.

[CONSULTANT NAME] will not be able to work under contract with or represent the Developer, as it is already under contract with the City. The [CONSULTANT'S SERVICES] to be prepared by [CONSULTANT NAME] will evaluate the potential use of a PID [*and TIRZ**] in conformance with the City's guidelines for special assessment and tax increment reinvestment zone financing.

The City's guidelines for special assessment [*and tax increment reinvestment zone**] financing require that developers directly cover the costs of efforts related to a PID and TIRZ prior to the approval of the PID [*and TIRZ**] by the City Council. Accordingly, the costs of [CONSULTANT NAME] efforts as provided for in this letter are to be paid by the Developer by providing the City with an initial deposit of \$7,500 to be held in an account and used to pay [CONSULTANT NAME] for services described in this letter. Funds will be replenished in accordance with the City's PID Policy as follows:

- Capital PIDs: additional \$10,000 increments will be deposited whenever the balance reaches \$2,500
- O&M PIDs: additional \$5,000 will be deposited whenever the balance reaches \$1,500

The City will pay [CONSULTANT NAME] for work provided in accordance with the Agreement for Administrative Services. All funds are non-refundable. In addition to the funds being used to pay [CONSULTANT NAME], they will also be used to pay any other city costs associated with the PID including, but not limited to, the City's Bond Counsel, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. The funds may also be used to pay city staff time in excess of time which would be considered customary and usual for a typical development.

Work under this letter will only be performed at the request of and with the direction of the Developer. [CONSULTANT NAME] is providing these services under contract with the City of Burleson and, by contract, is obligated to serve the City's best interests. By signing below, Developer recognizes that the formation of the PID [*and/or TIRZ**] is at the City's discretion. The payment of the deposit for

ATTACHMENT B
PROFESSIONAL SERVICES AGREEMENT (PSA)
[COMPANY LOGO]

administrative services or any other preliminary documentation does not obligate the City to the formation of a PID [*and/or TIRZ**]. Developer is encouraged to read the City’s PID Policy and Chapter 372 of the Texas Local Government Code (the “PID” Act) to become familiar with the policies, laws and procedures that will be used in the evaluation and creation of a PID [*and/or TIRZ**].

[CONSULTANT NAME]

By: _____
[NAME]
[TITLE]

[DEVELOPER ENTITY]

By: _____
[CONTACT]
[TITLE]

*Inclusion of TIRZ funding in the project will be evaluated and included at the discretion of the City.

ATTACHMENT B
PROFESSIONAL SERVICES AGREEMENT (PSA)
[COMPANY LOGO]

City of Burleson

By: _____
Mandy Clark
Development Services Director

Attachment: Exhibit A

ATTACHMENT C
PETITION REQUIREMENTS

In accordance with the PID Act, the petition must state:

1. The general nature of the proposed improvements;
2. The estimated cost of the improvements;
3. The boundaries of the proposed assessment district;
4. The proposed method of assessment, which may specify included or excluded classes of assessable property;
5. The proposed apportionment of costs between the PID and the municipality or county as a whole;
6. Whether the PID will be managed by the municipality or county, by the private sector, or by a partnership of the two;
7. That the persons signing the petition request or concur with the establishment of the PID; and
8. That an advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality or county.

Additional requirements include:

1. PID petitions shall include this additional note: "With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted."
2. Signatures for PID petitions must be gathered not more than six months preceding submittal of the PID Application.

For a PID to be established, a petition shall include the following:

1. Evidence that the petition's signatures meet the state law requirements, or the petition must be accompanied by a reasonable fee to cover the City's costs of signature verification. If the proposed district is an expansion of an existing district, a petition for the new portion of the district must identify each subdivision, or portion thereof, within the proposed boundaries of the new district, and each subdivision or portion thereof, that is not currently in an existing PID shall individually satisfy the requirements for a petition under Section 372.005 of the PID Act. Subdivision has the meaning assigned by Section 232.021 of the Texas Local Government Code.
2. Map of the area, a legal description of the boundaries of the district for the legal notices and a "commonly known" description of the area to be included in the district.
3. Statement that the petitioners understand that the annual budget for the PID is subject to review by City staff with final approval by the City Council.

**ATTACHMENT D
PETITION TEMPLATE**

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN
THE CITY OF _____, TEXAS FOR THE _____ PUBLIC
IMPROVEMENT DISTRICT**

This petition ("Petition") is submitted and filed with the City Secretary of the City of _____, Texas ("City"), by _____, a _____, owner of a majority of the real property (the "Petitioner") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the City limits of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District is \$_____.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property as shown in Attachment A.

Section 4. Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments {including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District, and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District. The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person signing this Petition requests the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

Section 8. Advisory Board. The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this _____ day of November, 2017.

OWNER:

, a Texas _____

By: Company Name
By
Name:
Its:

EXHIBIT A
Metes and Bounds

EXHIBIT B
Property Depiction

City Council Regular Meeting

DEPARTMENT: Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: March 24, 2025

SUBJECT:

Consider and take possible action on a minute order that ratifies the 4A Economic Development Corporation Board's action on a land sale contract with Paris Baguette U.S.A., Inc for a 7-acre tract located in Highpoint Business Park on Vantage Drive near FM 917. (*Staff Contact: Alex Philips, Economic Development Director*)

SUMMARY:

The Performance Agreement that was approved by the 4A board and City Council in 2024 outlined additional property that gave Paris Baguette the first right of refusal to purchase. Paris Baguette is exercising that option to purchase 7 from the Burleson 4A Economic Development Corporation for the full buildout of their new US manufacturing facility located in Highpoint Business Park for \$1,219,680

RECOMMENDATION:

Staff recommends approval of this land sale contract

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

N/A

REFERENCE:

FISCAL IMPACT:

STAFF CONTACT:

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

Land Sale Contract



Land Sale Contract Details

- The 7 acre tract was the property that an additional Tax Reinvestment Zone was approved on for this development.
- Paris Baguette has exercised the first right of refusal to purchase the 7 acre tract for the full development of their manufacturing facility.
- The purchase price is \$1,219,680 which is the same per foot price that the EDC purchased it for.
- The due diligence that was completed by the EDC will be shared with Paris Baguette to expedite the sale.
- Closing on the property would happen within 30 days of the authorization of the contract.
- The EDC still will own the 3 acre parcel for any future developments.



Requested Action

- Approve the resolution to authorize staff to sell the property
- Deny the resolution

*Staff recommendation is to approve the resolution authorizing the purchase of the property in Highpoint Business Park



Site Name: HighPoint Business Park
State of Texas
County of Johnson

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this “*Agreement*”) is made as of February __, 2025 (“*Agreement Date*”), between The Burlson 4A Economic Development Corporation, a Texas municipal development corporation (“*Seller*”), and Paris Baguette U.S.A., Inc., a Delaware corporation (“*Buyer*”).

Background:

A. Seller and Burlson Highpoint Investments, LLC, entered into that certain Real Estate Contract dated August 28, 2024, under which the Seller acquired real property, including all appurtenant rights, privileges and easements related thereto located in the HighPoint Business Park in the City of Burlson (“*City*”), County of Johnson, (“*County*”), State of Texas (“*State*”), and consisting of 9.803 acres of land, more or less, as contained in that special warranty deed from Burlson Highpoint Investments, LLC, to Seller and recorded as Document No. 2025-2939 in the Official Records (as defined below), and which also includes the Property (as defined below).

B. Buyer and Seller entered into that certain Economic Development and Performance Agreement, dated December 9, 2024, (“*EDPA*”), under which, among other things, in Section 6.02, the EDPA provides for the right and option of Buyer to purchase the Property (as defined below) located in the City, consisting of approximately seven (7) acres, and situated within the HighPoint Business Park, including all appurtenant rights, privileges and easements, more particularly described on Exhibit “A” attached hereto, exercisable upon Buyer’s thirty (30)-days’ advance written notice to Seller.

C. Buyer notified the Seller of its intent to exercise the option to purchase the Property by delivering its written notice to exercise the option on January 14, 2025, pursuant to the terms of the EDPA.

D. Seller finalized the transaction contemplated under the aforementioned Real Estate Contract and acquired fee simple title to the Property from Burlson Highpoint Investments, LLC, and now intends to sell the Property in fee simple to Buyer.

Agreement:

In consideration of the mutual agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to purchase the Property, on the following terms and conditions:

1. DEFINITIONS

1.1 “*Affiliate*” shall mean any Person, from time to time, that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another Person. The term “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, and shall in any event include the ownership or power to vote fifty

percent (50%) or more of the outstanding equity or voting interests, respectively, of such other Person. A Person shall be considered as having control over the Person in question, notwithstanding that another Person shall have the right to consent to, participate in or veto (but not unilaterally determine) major decisions with respect thereto.

1.2 “**Agreement**” means this Real Estate Purchase Agreement, as it may be amended as provided herein from time to time.

1.3 “**Agreement Date**” has the meaning set forth in the first paragraph of this Agreement.

1.4 “**Anti-Money Laundering Laws**” is defined in Section 5.3.

1.5 “**Applicable Law**” shall mean all statutes, laws, common law, rules, regulations, ordinances, codes or other legal requirements of any Governmental Authority, board of fire underwriters and similar quasi-governmental agencies or entities, and any judgment, injunction, order, directive, decree or other judicial or regulatory requirement of any Governmental Authority of competent jurisdiction affecting or relating to the Person or property in question.

1.6 “**Approved Supplemental Exception**” is defined in Section 8.1(b).

1.7 “**Broker**” is defined in Section 5.16.

1.8 “**Business Day**” means any day other than (a) Saturday or Sunday or (b) any other day on which banks in Texas are permitted or required to be closed.

1.9 “**Buyer**” has the meaning set forth in the first paragraph of this Agreement.

1.10 “**Buyer Related Parties**” is defined in Section 17.7(b).

1.11 “**Certificates**” means the Federal Transferor’s Certification of Non-Foreign Status attached hereto as Exhibit “C”.

1.12 “**City**” has the meaning set forth in Paragraph A of the Background statement.

1.13 “**Close of Escrow**” and “**Closing**” each mean such time as the Deed is recorded in the Official Records.

1.14 “**Closing Date**” means the date on which the Closing occurs pursuant to this Agreement.

1.15 “**CMBS**” is defined in Section 17.20(e).

1.16 “**Confidential Information**” is defined in Section 17.20(a).

1.17 “**Contracts**” means all agreements, contracts and any other documents relating to the ownership, operation, use and/or development of the Property and/or otherwise relating to all or any part of the Property. Contracts existing as of the Agreement date are identified on Schedule 5.6 hereto.

1.18 “**County**” has the meaning set forth in Paragraph A of the Background statement.

- 1.19 “**Deed**” means a Special Warranty Deed in the form attached hereto as Exhibit “B”.
- 1.20 “**Defect Notice**” is defined in Section 8.1(a).
- 1.21 “**EDPA**” has the meaning set forth in Paragraph B of the Background statement.
- 1.22 “**Environmental Law**” means any law, statute, ordinance or regulation pertaining to Hazardous Materials, health, industrial hygiene or the environment including, without limitation, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).
- 1.23 “**Escrow**” means the escrow account opened pursuant to Section 4.1.
- 1.24 “**Escrow Agent**” means Capital Title of Texas, 232 NW Tarrant Avenue, Burleson, Texas 76028; Attention: Dana McDonald (Email: dmcDonald@ctot.com).
- 1.25 “**FCPA**” is defined in Section 5.3.
- 1.26 “**Governmental Authority**” shall mean any federal, state or local government or other political subdivision thereof or quasi-authority, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.
- 1.27 “**Hazardous Materials**” means any asbestos, petroleum, petroleum product, drycleaning solvent or chemical, biological or medical waste, “sharps,” radioactive material or waste, electronic waste, emerging contaminants such as PFAS, or any other “hazardous substance,” “toxic substance,” “hazardous waste,” or “hazardous material” as defined in or regulated by any Environmental Law in effect at the pertinent date or dates, or any other substance that poses a potential risk to health, safety, or the environment.
- 1.28 “**IRS Reporting Requirements**” is defined in Section 17.20(c).
- 1.29 “**Leases**” means those leases, licenses and other occupancy agreements, if any, which effect the Property as of the Agreement Date, as identified on Schedule 5.6 hereto.
- 1.30 “**Material Condemnation**” shall mean a taking or threatened taking of the Property (i) of more than one percent (1%) thereof based upon the square footage of the Property, (ii) that in Buyer’s reasonable judgment adversely affects Buyer’s ability to development the Project as intended, (iii) that in Buyer’s reasonable judgment adversely affects access to or parking on the Property, (iv) that permanently impairs, in Buyer’s reasonable judgment, the use and value of the Property by more than one percent (1%) of the Purchase Price, or (v) that materially impairs access to the Property from the primary point of access.
- 1.31 “**Monetary Cure Items**” is defined in Section 8.1(a).
- 1.32 “**OFAC**” is defined in Section 5.3.
- 1.33 “**Official Records**” means the public records maintained by the office of the County Clerk, Johnson County, Texas.

1.34 “**Permitted Exceptions**” means only the following interests, liens and encumbrances:

(a) Those liens and encumbrances (if any) to which title to the Property was subject when conveyed to Seller;

(b) Those liens and encumbrances created by Buyer and to the creation or suffering of which the buyer consented in writing (if any); and

(c) Liens for ad valorem taxes and assessments not yet due.

1.35 “**Person**” shall mean a natural person, partnership, limited partnership, limited liability company, corporation, trust, estate, association, unincorporated association or other entity.

1.36 “**Project**” means such commercial development or redevelopment of the Property as Buyer may from time to time desire, in its sole and subjective discretion.

1.37 “**Property**” means the real property consisting of approximately seven (7) acres and situated in the HighPoint Business Park, as more particularly described in Recital A above and on Exhibit “A” attached hereto, including without limitation, all of Seller’s right, title and interest in and to any and all buildings, structures, fixtures and other improvements (if any) situated on such real property, any and all easements, rights, titles, estates, options, tenements, appurtenances and other interests thereunto belonging or appertaining to such real property or the improvements, including all leases, licenses, warranties, permits, entitlements, approvals, authorizations, certificates of occupancy and franchises issued by any federal, state, county or other Governmental Authority relating to the use, maintenance, operation or occupancy of such real property or the improvements, all personal property, if any, located at or used in connection with such real property or the improvements, and all Property Documents.

1.38 “**Property Documents**” means all studies, reports, or summaries relating to any environmental matters, and other books and records relating to the ownership or maintenance of the Property, all drawings, architectural and civil plans and specifications, operating manuals, surveys, engineering or environmental reports and other studies, investigations or depictions of the Property, and any technical, accounting, and procedural manuals.

1.39 “**Purchase Price**” is defined in Section 2.1.

1.40 “**Release**” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks and other receptacles containing or previously containing any Hazardous Material.

1.41 “**Reporting Person**” is defined in Section 17.20(c).

1.42 “**Seller**” has the meaning set forth in the first paragraph of this Agreement.

1.43 “**Seller Documents**” means all documents, materials and other information in Seller’s possession or reasonable control relating to the ownership, operation, physical condition, use and/or development of the Property and/or otherwise relating to all or any part of the Property, including, without limitation, (i) any Leases and Contracts, (ii) all property tax, utility and other operating expense bills and

insurance policies relating to the ownership and operation of the Property over the three-year period preceding the Agreement Date and any assessment district information, (iii) any conditional use permits, variances and other governmental permits and/or approvals, zoning or rezoning materials, including, without limitation, copies of all applications, staff communications and related submittals, (iv) all plans, specifications, surveys, environmental reports and site assessments, title information, geotechnical tests, engineering reports, soils and boring reports, studies (including, without limitation, wetland studies, draining studies, hydrology studies and traffic studies), test results, architectural, engineering, design, construction and other development information (e.g., site plans and drawings, and related CAD files), correspondence with municipal zoning and planning departments and other Governmental Authorities, and any notices of violations of any governmental requirements, (v) utility availability letters, (vi) feasibility and market studies and appraisals, (vii) flood zone maps, (viii) engineering certifications, (ix) materials relating to any litigation, condemnation, or other proceedings; and (x) copies of written notices of any matters materially or adversely impacting all or any part of the Property, the ownership, operation or general use or development of all or any part of the Property, if any.

1.44 “***Seller Related Parties***” is defined in Section 17.7(a).

1.45 “***Specially Designated Nations and Blocked Person***” is defined in Section 5.3.

1.46 “***State***” has the meaning set forth in Paragraph A of the Background statement.

1.47 “***Supplemental Defect***” is defined in Section 8.1(b).

1.48 “***Supplemental Report***” is defined in Section 8.1(b).

1.49 “***Survey***” means a Title Survey of the Property prepared by CWC Land & Survey, LLC dated December 4, 2024, as may be updated, at the request and expense of Buyer, which survey is otherwise in a form reasonably sufficient to enable the Title Company to issue the Title Policy.

1.50 “***Survival Period***” is defined in Section 5.18.

1.51 “***Target Closing Date***” means the latter of:

- a) The date which is thirty (30) days following Seller’s receipt of Buyer’s written notice to exercise its option to purchase the Property; or
- b) Ten (10) Business Days after Seller has received approval by its board to close (estimated board approval date is March 24, 2025).

1.52 “***Taxes***” means all U.S. federal, state, or local or non-U.S. taxes, charges, fees, levies or other assessments, including income, gross income, gross receipts, production, excise, employment, sales, use, transfer, ad valorem, value added, goods and services, profits, license, capital stock, capital gains, environmental, franchise, severance, occupation, stamp, withholding, Social Security, employment, unemployment, disability, worker’s compensation, payroll, utility, windfall profit, custom duties, personal property, real property, escheat, taxes required to be collected from customers on the sale of services, registration, alternative or add-on minimum, estimated, and other taxes, customs, duties, governmental fees or like assessments or charges of any kind whatsoever, including any interest, penalties, related liabilities or additions thereto.

1.53 “**Tenant**” means any tenant or occupant of, and any other holder of a possessory right in, all or any part of the Property pursuant to a Lease.

1.54 “**Title Commitment**” means a current Title Commitment issued by the Title Company for the Property.

1.55 “**Title Company**” means Capital Title of Texas, 232 NW Tarrant Avenue, Burleson, Texas 76028; Attention: Dana McDonald (Email: dmcDonald@ctot.com).

1.56 “**Title Defect**” is defined in Section 8.1(a).

1.57 “**Title Policy**” means a Texas Owner’s Policy of Title Insurance, issued by the Title Company, in the full amount of the Purchase Price insuring in Buyer indefeasible, fee simple title to the Property, subject only to the Permitted Exceptions, together with such endorsements which are available under Texas title insurance for the Property and requested by Buyer because of the nature, configuration or other characteristics of the Property.

1.58 “**Title Review Period**” is defined in Section 8.1(a).

1.59 “**U.S. Person**” is defined in Section 5.3.

2. PURCHASE PRICE AND PAYMENT

2.1 Purchase Price; Payment. The total purchase price for the Property (the “**Purchase Price**”) shall be **One Million Two Hundred Nineteen Thousand Six Hundred Eighty Dollars (\$1,219,680.00)** payable in cash at the Closing.

2.2 Closing Costs.

(a) Seller shall pay:

- (1) Seller’s attorneys’ fees;
- (2) Any brokerage commission, finder’s fee or like payment due to Broker pursuant to Section 5.16; and
- (3) The cost of curing any Title Defects which Seller has agreed to cure pursuant to this Agreement, including, without limitation, the cost of recording any curative title documents.

(b) Buyer shall pay:

- (1) Buyer’s attorneys’ fees;
- (2) The cost of Buyer’s due diligence inspection of the Property;
- (3) The basic premium for the Title Policy and premium for any endorsements to the Title Policy requested by Buyer;
- (4) The cost of a new or updated Survey;

- (5) All costs and fees associated with any financing obtained by Buyer; and
- (6) Escrow Agent's escrow fees.

(c) All other normal costs and expenses will be allocated between Buyer and Seller in accordance with the customary practices in the County.

2.3 Prorations.

(a) All non-delinquent real estate Taxes, assessments and special Taxes and assessments on the Property shall be prorated as of the Close of Escrow based on the actual current Tax bills, and Seller shall be responsible for such Taxes applicable to periods prior to and including the Closing Date. If the Close of Escrow takes place before the Taxes are fixed for the tax year in which the Close of Escrow occurs, the apportionment of Taxes shall be made on the basis of the Taxes for the immediately preceding tax year, applied to the latest assessed valuation for real property taxes. If Taxes for the year of Closing are not paid at Closing, Buyer shall assume payment of Taxes for the year of Closing prior to delinquency. All delinquent Taxes, if any, on the Property shall be paid at the Close of Escrow from funds accruing to Seller. All supplemental real property Taxes billed before or after the Close of Escrow which are allocable to periods prior to the Close of Escrow shall be paid promptly by Seller. Any Tax refunds received by Buyer which are allocable to the period prior to the Close of Escrow shall be paid by Buyer to Seller.

(b) All prorations shall be made as of the date of the Close of Escrow based on a 365-day year or a 30-day month, as applicable. If any information required to complete any prorations is not available at the Close of Escrow, such prorations shall be completed outside of Escrow following the Close of Escrow when the necessary information becomes available.

(c) Section 2.3, in its entirety, shall survive the Close of Escrow.

3. INTENTIONALLY DELETED.

4. ESCROW AND CLOSING

4.1 Opening of Escrow. Within three (3) Business Days after the Agreement Date, Buyer and Seller will open an escrow (the "**Escrow**") with the Escrow Agent by delivering to Escrow Agent a fully executed copy of this Agreement. Buyer and Seller agree to execute any additional instructions reasonably required by the Escrow Agent. If there is a conflict between any escrow instructions submitted by Escrow Agent and this Agreement, the provisions of this Agreement will control.

4.2 Cancellation Fees and Expenses. In the event that the Closing does not occur at the time and in the manner provided in this Agreement due to the default of one of the parties, all escrow and title cancellation costs, if any, will be paid by the defaulting party. If the Closing does not take place for any reason other than a default by one of the parties, Buyer and Seller shall each pay one half (½) of all escrow and title cancellation costs, if any.

4.3 Virtual Closing. The Closing provided for in this Agreement will take place upon the execution and delivery of a signature page to this Agreement or any other document prepared in connection with the transactions contemplated hereby which contains a copy of a party's signature and which is sent

by such party or its agent with the apparent intention (as reasonably evidenced by the actions of such party or its agent). Execution and delivery of this Agreement or such other document, including a document sent by facsimile transmission or by email in portable document format (PDF), shall have the same effect as if such party had executed and delivered an original of this Agreement or such other document. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any such other document, shall be disregarded in determining the party's intent or the effectiveness of such signature. The parties intend for the Closing to occur on the Closing Date.

4.4 Closing Deliveries.

(a) Deposit of Documents by Seller. Not later than one (1) Business Day prior to the Target Closing Date, Seller shall deposit the following items into Escrow each of which shall be duly executed by Seller and, where appropriate, acknowledged:

- (i) The Deed;
- (ii) Each of the Certificates;
- (iii) The originals or copies of any real property tax bills for the Property for the then current fiscal year and the previous year, and, if requested, the originals or copies of any current water, sewer and other utility bills which are in Seller's possession or reasonable control;
- (iv) An owner's affidavit on a customary form, in a form acceptable to the Title Company;
- (v) Such documents of Seller which authorize the sale of the Property to Buyer and other organizational documents pertaining to Seller as all are reasonably required by the Title Company;

and

(vi) Such other documents as Buyer and/or Escrow Agent may reasonably request to effect the transaction contemplated by this Agreement.

(b) Deposit of Documents and Funds by Buyer. On or prior to the Target Closing Date, Buyer shall deposit the following items into Escrow:

(i) The balance of the Purchase Price as adjusted and as shown on the closing statement executed by Buyer;

and

(ii) Such other documents as Seller and/or Escrow Agent may reasonably request to effect the transaction contemplated by this Agreement.

4.5 Disbursements and Other Actions By Escrow Agent. At the Close of Escrow, Escrow Agent will promptly undertake all of the following:

(a) Disburse all funds deposited with Escrow Agent by Buyer as payment of the Purchase Price for the Property as follows:

(i) deliver to Seller the Purchase Price, less the amount of all items, costs and prorations chargeable to the account of Seller;

(ii) disburse the remaining balance of the funds deposited by Buyer to Buyer less any amounts chargeable to Buyer pursuant to a written closing statement executed by Buyer.

(b) Cause the Deed to be recorded in the Official Records, and obtain a conformed copy thereof for distribution to Buyer and Seller.

(c) As soon as practical, cause the Title Company to issue to Buyer the Title Policy.

(d) Deliver to Buyer each of the Certificates and any other documents (or copies thereof) deposited into Escrow by Seller.

(e) Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

5. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

To the best of Seller's actual knowledge and subject to Section 5.20, Seller warrants and represents to Buyer as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

5.1 Title; Organization; Validity; Conflict. Seller will be the fee owner of all of the Property on or before the Target Closing Date. Seller is duly organized, validly existing, and in good standing under the laws of the state of Texas. This Agreement has been duly and validly executed and delivered by Seller and is enforceable against Seller in accordance with its terms and all agreements, instruments and documents contemplated hereby to be executed by Seller will be as of the Closing duly authorized, executed and delivered and enforceable against Seller in accordance with their terms. Neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transaction contemplated hereby (a) requires any further consent or approval, (b) conflicts with or constitutes a default under any of Seller's organizational documents or any other agreement, contract, instrument or document to which Seller is a party or which binds Seller, the Property or any of Seller's assets, or (c) violates any governmental requirement.

5.2 Bankruptcy. Seller (i) is not a debtor under any bankruptcy proceedings, voluntary or involuntary, (ii) has not made an assignment for the benefit of creditors, (iii) has not suffered the appointment of a receiver to take possession of all, or substantially all, of the Seller's assets, which remains pending, (iv) suffered the attachment or other judicial seizure of all, or substantially all of the Seller's assets, which remains pending, or (v) admitted in writing its inability to pay its debts as they mature.

5.3 Compliance with International Trade Control Laws and OFAC Regulations; Anti-Money Laundering. Seller, and to Seller's knowledge, any Person with a direct ownership interest in Seller, and any of Seller's Affiliates (i) is not now nor shall it be at any time prior to or at the Closing a Person named in any executive orders or lists published by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") as Persons with whom a United States Citizen ("**U.S. Person**") may not transact business or must limit their interactions to types approved by OFAC ("**Specialty Designated Nations and Blocked Person**"), and (ii) is currently in compliance with and will at all times during the term of this

Agreement (including any extension thereof) remain in compliance with the regulations of OFAC and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto. The operations of Seller have been conducted at all times in compliance with (i) the U.S. Money Laundering Control Act of 1986, as amended (the “*Anti-Money Laundering Laws*”); and (ii) the Foreign Corrupt Practices Act of 1977, as amended (the “*FCPA*”). No proceeding by or before any governmental authority or regulatory body involving Seller with respect to the Anti-Money Laundering Laws or the FCPA is pending or, to Seller’s knowledge, is threatened.

5.4 Foreign Person. Seller is not a “foreign person” within the meaning of Sections 1445 or 897 of the Internal Revenue Code or a “non-resident Seller” under Applicable Law, and at Closing will, execute and deliver to Buyer each of the Certificates, or if Seller fails to do so, Buyer may deduct and withhold from the Purchase Price such amounts as may be required by Buyer in order to satisfy its tax withholding obligations under Federal and State laws.

5.5 Seller’s Ownership. No natural person owns a twenty-five percent (25%) or greater interest in Seller, directly or indirectly that has not been disclosed to Buyer in writing (including such parties full name, state and country of residence).

5.6 Leases; Contracts; Seller Documents; Labor Requirements. The Property is not subject to any outstanding agreement(s) of sale, option(s), or other right(s) of third parties to acquire any interest therein, except for this Agreement. Except as described on Schedule 5.6 attached hereto, there are no Leases or other Contracts permitting persons to occupy or use any portion of the Property, either oral or written. True, correct and complete copies of each Lease, Contract, and other Seller Document have been delivered to Buyer, including, but not limited to, all amendments and modifications thereto. All Leases and Contracts are in full force and effect, Seller has no actual knowledge of any default under any of the Leases on the part of any Tenant thereunder, or under any of the Contracts on the part of any other party to any Contracts and Seller is not in default under any of the Leases or Contracts. All Leases (including any extension options thereunder) expire prior to the Target Closing Date. No part of the Property is subject to any agreement with any union, or prevailing wage or any other requirement relating to the use of union labor. There are no Contracts, oral or written, which extend beyond the Target Closing Date and which would bind Buyer or encumber all or part of the Property after the Closing other than those recorded in the Official Records before the Agreement Date. At or prior to Closing Seller shall pay all amounts then due and payable with respect to any Contracts which may be the terms of this Agreement be assigned to Buyer. Seller shall remain liable for all obligations of Seller with respect to any Leases or Contracts which are terminated at or prior to Closing.

5.7 Litigation; Condemnation. There is no litigation or proceeding pending, or to the best of Seller’s knowledge, threatened against Seller relating to the Property. Neither the whole nor any part of the Property, including any access thereto or any easement benefiting the Property, is subject to temporary requisition of use by any Governmental Authority or has been condemned, nor is there now any pending, planned or threatened condemnation, requisition or similar proceeding against the whole or any part of the Property, including any access thereto or any easement benefiting the Property.

5.8 Taxes. Seller is tax exempt. To the extent Taxes, fees, assessments or other charges could be lawfully imposed, Seller has paid all impact fees, Taxes, assessments, and other charges affecting or relating to the Property and no new assessments are known to affect the Property. All taxes and assessments that are liens against the Property are shown in the Official Records; no improvements (site or area) have

been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property in the future. Seller has not filed any Tax certiorari or other appeals with respect to the Property which remain outstanding. Seller (i) is not a party to any action, suit, proceeding, investigation, audit or claim with respect to any Taxes, (ii) has not granted any waiver of any statute of limitation with respect to, or any extension of a period for, the assessment of any Taxes and there is no such request to extend the period of assessment or collection of Taxes (which request is still pending), and (iii) has not received any written notice of a special Tax or assessment to be levied (and does not have any knowledge that a special Tax or assessment is contemplated), in each case with respect to the Property.

5.9 Intentionally Deleted.

5.10 Governmental Notices. Seller has not entered into any commitments or agreements with any Governmental Authorities affecting the Property that have not been disclosed in writing to Buyer.

5.11 Violations. Seller has not received written notice from a Governmental Authority of any violations at the Property of building, fire, air pollution or zoning codes, rules, ordinances or regulations, environmental and hazardous substances laws, or other rules, ordinances or regulations relating to the Property that remains uncured or not rescinded and no such violations exist with respect to the Property.

5.12 Environmental Matters. Except as otherwise disclosed to Buyer, Seller has not, and has no knowledge of any other Person who has, caused any Release, threatened any Release, or disposal of any Hazardous Material at the Property and Seller has not used any Hazardous Material at the Property and has no knowledge of any other Person doing so. To the best of Seller's actual knowledge, the Property does not contain any: (a) underground storage tank, (b) material amounts of asbestos-containing material, (c) landfills or dumps, (d) hazardous waste management facility as defined under Resource Conservation and Recovery Act or any comparable state law, (e) wetlands, or (f) site on or nominated for the National Priority List promulgated pursuant to Comprehensive Environmental Response, Compensation, and Liability Act or any state remedial priority list relating to any comparable state law; and to the best of Seller's knowledge the Property has not at any time contained any of the items referenced in clauses (b), (c), (d), or (e) of this Section 5.12. Seller has no knowledge of: (i) any prior/historical site use of the Property for purposes other than agricultural or as undeveloped land; (ii) any public or private easements that include buried pipelines for conveyance of compressed gasses or hazardous materials; or (iii) any prior wetlands that have since been filed in or any current areas that meet the definition of a wetland under Applicable Law.

5.13 Intentionally Deleted.

5.14 Purchase Options. The Property is not subject to any outstanding agreement(s) of sale, option(s), or other right(s) of third parties to acquire any interest therein, except for this Agreement and the EDPA, and no party has any purchase option, right of first refusal to purchase, right of first offer to purchase or similar right to purchase in connection with all or any portion of the Property or the interests therein, whether recorded or unrecorded.

5.15 Full Disclosure; No Untrue Statement; Certification. To the best of Seller's actual knowledge, neither this Agreement, any Exhibit, any written statement nor any documents or instruments furnished or to be furnished by Seller to Buyer in connection with this transaction contain any untrue statement of material fact or omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

5.16 Commissions. Except for Site Selection Group (“**Broker**”), Seller has neither dealt with nor has any knowledge of any broker or other party who has or may have any claim against Seller, Buyer or the Property for a brokerage commission or finder’s fee or like payment arising out of or in connection with the transaction contemplated hereby. Seller shall be responsible for all brokerage commissions, finder’s fees and other like payments payable in connection with this Agreement and/or the transactions contemplated herein including, without limitation, any such fees and payments payable to Broker.

5.17 Seller’s Knowledge. For the purposes of this Agreement, “Seller’s knowledge”, “to the knowledge of Seller” and similar phrases means the actual knowledge of Seller and its executive officers after diligent inquiry. Seller represents and warrants that each of the individuals listed above is an individual affiliated with Seller or its Affiliates who has been materially involved in the acquisition and asset management of the Property and in negotiation of the transactions contemplated by this Agreement and is in a position to confirm the truth and accuracy of Seller’s knowledge representations hereunder.

5.18 Survival. All representations and warranties of Seller herein shall survive Closing for a period of twelve (12) months after Closing (the “**Survival Period**”).

5.19 Indemnity. To the extent allowed by Texas law and without waiving any governmental immunity of Seller and subject to Section 5.20, Seller shall indemnify, defend, protect and hold Buyer harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, but not limited to, attorneys’ fees and court costs) to the extent arising from the inaccuracy or breach of any representation or warranty by Seller in this Agreement. This indemnification shall be binding upon the successors and assigns of Seller and inure to the benefit of Buyer, its members, and each of their successors and assigns; provided, however, this indemnification shall be subject to the appropriation of public funds in accordance with Texas law, and shall not be construed to obligate Seller to dedicate future tax revenues, or cause the creation of a sinking fund, or otherwise obligate Seller to create an unconstitutional debt under Texas law.

5.20 BUYER IS RELYING ON ITS OWN DUE DILIGENCE INVESTIGATION IN MAKING ITS DECISION TO PURCHASE THE PROPERTY AND HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXCEPT FOR THE WARRANTY OF TITLE WHICH WILL BE SET FORTH IN THE DEED AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT. EXCEPT AS SET FORTH IN THE DEED AND IN THIS CONTRACT, THE PROPERTY IS BEING SOLD "AS IS", “WHERE IS”, AND “WITH ALL FAULTS” AND WITH ALL LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF HABITABILITY, MARKETABILITY, MERCHANTABILITY, OR FITNESS FOR BUYER’S INTENDED USE OR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO WHETHER THE PROPERTY IS IN VIOLATION OF ANY CITY, STATE OR FEDERAL LAWS, RULES, CODES, ORDERS, REGULATIONS OR ORDINANCES (COLLECTIVELY CALLED “APPLICABLE LAW”), INCLUDING, WITHOUT LIMITATION, ANY LAWS RELATING TO ENVIRONMENTAL MATTERS OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS PROVISION SHALL SURVIVE THE CLOSING.

6. WARRANTIES, REPRESENTATIONS AND COVENANTS OF BUYER

Buyer hereby warrants and represents as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

6.1 Organization; Authority. Buyer is duly organized, validly existing, and in good standing under the laws of the state of its formation. Buyer has, or will have prior to Closing, the full power and authority to execute, deliver and perform its obligations under this Agreement.

6.2 Authorization; Validity. This Agreement and all agreements, instruments and documents herein provided to be executed by Buyer are and as of the Closing will be duly authorized, executed and delivered by and are and will be binding upon Buyer.

6.3 Commissions. Except as set forth in Section 5.16, Buyer has neither dealt with nor does it have any knowledge of any broker or other party who has or may have any claim against Buyer for a brokerage commission or finder's fee or like payment arising out of or in connection with the transaction contemplated hereby.

6.4 Survival. All representations and warranties of Buyer herein shall survive Closing for the Survival Period.

6.5 Indemnity. Buyer shall indemnify, defend, protect and hold Seller harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) to the extent arising from the inaccuracy or breach of any representation or warranty by Buyer in this Agreement. Such obligation shall be binding upon successors and assigns of Buyer and inure to the benefit of Seller, its members, and each of their successors and assigns.

7. POSSESSION; RISK OF LOSS

7.1 Possession. Possession of the Property shall be transferred from Seller to Buyer upon the Closing free and clear from any persons and entities, leases, temporary occupancy agreements, licenses, and all other third-party rights of use or occupancy of the Property or any part thereof.

7.2 Risk of Loss. All risk of loss relating to the Property shall remain upon Seller until the conclusion of the Closing. If, before the conclusion of the Closing, any (i) Material Condemnation occurs, or (ii) Release occurs, Seller shall, within two (2) Business Days of Seller becoming aware of such damage, taking or Release, as applicable, notify Buyer thereof and Buyer shall have the option to:

(a) terminate this Agreement upon notice to Seller given within ten (10) Business Days after receipt of such notice from Seller; or

(b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all of Seller's right, title and interest in and to all amounts due or collected by Seller under the condemnation awards.

8. TITLE MATTERS

8.1 Title.

(a) Title Insurance. In accordance with Section 6.02 of the EDPA, the Seller shall provide title to the Property, as such Property then exists, subject to (i) those liens and encumbrances (if any) to which title to the Property was subject when conveyed to Seller; (ii) those liens and encumbrances created by the Buyer and to the creation or suffering of which the Buyer consented (if any); and (iii) liens for taxes or special assessments not then delinquent. Accordingly, during the period beginning as of the Agreement Date and ending on the date which is five (5) days prior to the Closing Date (“**Title Review Period**”), Buyer shall have the right to notify Seller in writing (“**Defect Notice**”) of any matters shown in the Title Commitment and, if applicable, encroachments or other items shown on the Survey, of which Buyer disapproves (collectively, any “**Title Defect**”). Any Title Defect or other objection disclosed by the Title Commitment (other than liens removable by the payment of money) or the Survey which is not timely specified by Buyer in any written notice of Title Defects delivered to Seller prior to the expiration of the Title Review Period shall be deemed approved by Buyer. Seller shall notify Buyer in writing within five (5) days of Buyer’s delivery of notice of whether or not Seller elects to cure any Title Defect or other objection. A failure of Seller to notify Buyer within the five (5) day period set forth above shall be deemed notice to Buyer that Seller has elected not to cure any Title Defects or other objections. If Seller elects to cure any Title Defects, Seller shall use diligent efforts to cure such Title Defects that Seller has expressly elected to cure and/or objections by the Target Closing Date (as it may be extended). If Seller elects not to cure any objections or Title Defects that were created or caused by Seller after the date Seller acquired the Property from Burleson Highpoint Investments, LLC, then Buyer shall have the right, in lieu of any other remedies, to: (i) refuse to purchase the Property and terminate this Agreement by written notice to Seller; or (ii) waive such Title Defects and/or objections and close the purchase of the Property subject to them. On or prior to the Close of Escrow, Seller shall, at its sole cost and expense, cause to be removed from title to the Property any deed of trust, lien, security interest or other monetary encumbrance (collectively, “**Monetary Cure Items**”), except for any liens for non-delinquent taxes or assessments and any liens caused by Buyer, whether or not Buyer affirmatively disapproves of such items in any notice to Seller.

(b) Supplemental Title Reports. Seller agrees that from and after the Agreement Date, Seller shall not create, cause, allow or suffer to exist any additional or modified exceptions to title to the Property (a “**Supplemental Defect**”), other than for non-delinquent taxes or assessments, without the prior written consent of Buyer, not to be unreasonably withheld or delayed. To the extent Buyer has approved, in writing, any additional or modified exceptions to title to the Property (an “**Approved Supplemental Exception**”), such Approved Supplemental Exception shall be deemed an additional “Permitted Exception”. If at any time prior to Closing, the Title Company shall issue any one or more supplemental reports to the Preliminary Title Commitment (each, a “**Supplemental Report**”) disclosing any Supplemental Defect, Seller shall be obligated to remove or cause the removal of such Supplemental Defect(s) at or prior to Closing, whether or not Buyer affirmatively disapproves of such items in any notice to Seller, and any failure by Seller to do so shall be a default hereunder.

(c) Miscellaneous Title Matters. If a search of title to the Property discloses judgments, bankruptcies or other returns against other Persons having names the same as or similar to that of Seller, Seller shall deliver to Buyer an affidavit stating, if true, that such judgments, bankruptcies or the returns are not against Seller. Seller further agrees to execute and deliver to the Title Company at Closing such documentation as the Title Company shall reasonably require including, without limitation, an owner’s affidavit on the Title Company’s form, to evidence that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and that there are no mechanics’ liens on the Property or parties are in possession of the Property other than Seller.

(d) Survey. Buyer, at Buyer's expense, will obtain the Survey and deliver the Survey to the Seller and the Title Company within three (3) days after the Agreement Date. The Survey shall be subject to Seller's written approval, which approval shall not be unreasonably denied, refused, withheld, conditioned or delayed. The legal description of the Property shown on the Survey approved by Seller and accepted by the Title Company will be the legal description of the Property for all purposes of this Agreement.

9. SELLER COVENANTS

Seller hereby agrees that between the Agreement Date and the Closing or the termination of this Agreement:

(a) Seller shall not, without Buyer's prior written consent, (i) materially alter the condition of the Property or improve the Property, or (ii) take any action or cause any action to be taken that materially and adversely effects the value of the Property.

(b) Seller shall keep and maintain the Property substantially in the manner in which it is currently being maintained and shall not to cause or permit any waste of the Property nor otherwise undertake any action with respect to the operation thereof without Buyer's prior written consent, except for such normal and routine actions as Seller has taken during the period of its ownership of the Property.

(c) Seller shall not, without Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed, grant, agree to, consent to or permit the creation of any easement, restriction, lien, assessment, or other encumbrance affecting all or any part of the Property.

(d) Seller shall not, without the prior written consent of Buyer, enter into, terminate (except as required hereunder), amend, supplement or modify Contracts, agreements or commitments affecting all or any part of the Property.

(e) Seller shall not default under any Contracts or agreements affecting all or any part of the Property.

(f) Seller shall perform all of its obligations relating to the Property, whether pursuant to any Lease or other Contract, agreement or requirement affecting the Property.

(g) Seller shall not, without Buyer's prior written consent, apply for, consent to, or otherwise cause any change or modification with respect to the zoning, use or development of the Property.

(h) Seller shall cooperate, in a commercially reasonable good faith manner, with Buyer's efforts to obtain all necessary approvals from Governmental Authorities for the development of the Project, including, without limitation, site plan approvals and utility access approvals, as applicable, and shall execute such applications and other documentation as may be necessary to allow for the granting of such approvals, provided that Seller shall not be required to incur any cost, expense or liability in connection with such cooperation.

(i) Seller shall promptly deliver to Buyer written notice of any asserted and/or threatened claim which directly or indirectly materially could affect Seller, Buyer or the Property after Seller becomes aware of such claim.

(j) Neither Seller nor any agent, partner, employee, director or subsidiary or Affiliate of Seller shall accept or entertain offers, negotiate, solicit interest or otherwise enter into discussions involving the sale, joint venture, recapitalization, restructuring, disposition or other transaction involving all or any part of the Property (whether directly or indirectly). Notwithstanding the foregoing, it shall not be considered a breach of this covenant in the event Seller merely receives an unsolicited offer concerning the Property, provided Seller does not respond thereto other than informing the counterparty that the Property is under contract.

10. CONDITIONS PRECEDENT

10.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to satisfaction (or written waiver by Buyer) of each of the conditions set forth below in this Section 10.1. Seller agrees to cause, at its sole cost and expense, the conditions described in Section 10.1(d) to be satisfied by the Target Closing Date.

(a) Seller's warranties and representations under this Agreement shall be true and correct.

(b) All obligations of Seller contained in this Agreement shall have been fully performed in all material respects and Seller shall not be in default under any covenant, restriction, right-of-way or easement affecting the Property.

(c) The physical condition of the Property shall be unchanged from the Agreement Date, ordinary wear and tear excepted.

(d) All final definitive agreements in forms reasonably acceptable to Seller, including, but not limited to, subordination and non-disturbance agreements, other lender-required agreements shall have been executed by all parties subject to such agreements.

(e) The Property being free and clear from any persons and entities, leases, temporary occupancy agreements, licenses, all other third-party rights of use or occupancy of the Property or any part thereof.

(f) The Title Company shall have issued or be irrevocably and unconditionally committed to issue to Buyer the Title Policy.

(g) No Tenant or other third party shall have asserted (in writing or otherwise) any option, right of first refusal or other preferential right to purchase the Property or any part thereof.

(h) No order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any Governmental Authority of competent jurisdiction shall be in effect as of the Closing Date which restrains or prohibits the transfer of the Property.

(i) Except as approved by Buyer, there shall be no change in the zoning classification or the zoning ordinances or regulations affecting the Property from that existing as of the conclusion of the Agreement Date.

(j) Seller shall not be a debtor in any bankruptcy proceeding.

(k) No action or proceeding shall have been instituted or be threatened before any court or governmental authority (a) that relates to the Property and affects the Property after the Closing Date, or (b) that seeks to restrain or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated herein.

In the event that all of the above conditions set forth in this Section 10.1 are not satisfied (or waived by Buyer in writing) on or prior to the Target Closing Date, Buyer shall, for such time as any one or more of such conditions remain unsatisfied, in addition to any other rights and remedies available to Buyer under this Agreement, at law, or in equity, have the right to terminate this Agreement, exercisable by delivery of written notice to Seller prior to the Target Closing Date and Buyer shall have any rights and remedies available to Buyer under this Agreement, at law, or in equity if Seller has defaulted under this Agreement.

10.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are subject to satisfaction (or written waiver by Seller) of each of the following conditions or requirements on or before the Target Closing Date:

(a) Buyer's warranties and representations under this Agreement shall be true and correct in all material respects.

(b) Buyer shall have deposited the balance of the Purchase Price into Escrow and any other documents required to be deposited into Escrow pursuant to Section 4.4(b).

In the event that on the Target Closing Date all conditions precedent to Buyer's obligation to purchase shall have been satisfied but the conditions to Seller's obligation to sell the Property set forth above in this Section 10.2 have not been satisfied (or waived by Seller in writing), and Seller elects in writing to terminate this Agreement, neither party shall have any further claim against the other by reason of this Agreement, except with respect to any obligations which expressly survive the termination of this Agreement.

11. BREACH; REMEDIES

11.1 Breach by Seller. In the event of a breach of Seller's covenants, representations or warranties herein prior to Closing, Buyer may, at its election (i) terminate this Agreement, receive a reimbursement of its out-of-pocket expenses and costs incurred in connection with the transaction contemplated by this Agreement, not to exceed \$50,000.00, (ii) enforce this Agreement by suit for specific performance, (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach, and/or (iv) pursue any other rights and remedies available to Buyer.

11.2 Breach by Buyer. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IN THE EVENT THAT THE CLOSING AND THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED HEREBY DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF ANY MATERIAL DEFAULT OF BUYER AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE.

THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER MATERIALLY DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT OF \$100. ACCORDINGLY, SUCH AMOUNT SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF SELLER FOR SUCH A MATERIAL DEFAULT AND FAILURE BY BUYER AND THE FULL, AGREED AND LIQUIDATED DAMAGES WHICH SELLER SHALL BE ENTITLED TO. TO THE EXTENT SELLER IS PERMITTED TO DO SO UNDER APPLICABLE LAW, SELLER HEREBY WAIVES THE PROVISIONS OF ANY STATUTE, CODE, OR OTHER LAW, REGULATION, OR ORDINANCE LIMITING OR PROHIBITING THE FOREGOING LIQUIDATED DAMAGES ARRANGEMENT. UPON SUCH A MATERIAL DEFAULT AND FAILURE BY BUYER, THIS AGREEMENT WILL BE TERMINATED, AND NEITHER PARTY WILL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER TO EACH OTHER EXCEPT FOR THE RIGHT OF SELLER TO RETAIN THE PORTION OF LIQUIDATED DAMAGES IN ITS POSSESSION AND COLLECT THE PORTION OF LIQUIDATED DAMAGES IN ESCROW. NOTWITHSTANDING THE FOREGOING, SELLER'S REMEDIES SHALL NOT BE LIMITED WITH RESPECT TO OBLIGATIONS OF BUYER THAT SURVIVE THE TERMINATION OF THIS AGREEMENT OR SURVIVE CLOSING.

11.3 Notice Requirement. Except for the failure to close in accordance with the terms of this Agreement, which failure shall constitute an immediate breach hereunder, no breach shall occur until notice thereof is given to the defaulting party by the other party hereto asserting a breach has occurred, describing the nature of the breach, and giving a period of five (5) days to cure the breach, if readily curable by the payment of money, or a period of ten (10) days to cure the breach, if not readily curable by the payment of money.

12. INTENTIONALLY DELETED

13. INTENTIONALLY DELETED

14. CONTRACTS

All Contracts (other than any Contracts, exclusive of mortgages and loans, recorded in the Official Records before the Agreement Date) shall be terminated by Seller either prior to or as of the Closing.

15. ESCROW AGENT

15.1 Duties. The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and the Escrow Agent shall not be liable to either of the parties for any act or omission on its part, other than for its gross negligence or willful misconduct.

15.2 Withdrawal. No party shall have the right to withdraw any documents deposited by it with Escrow Agent prior to the Closing or termination of this Agreement except in accordance with the terms of this Agreement.

15.3 Acknowledgement. The Escrow Agent has acknowledged its agreement to these provisions by signing this Agreement in the place indicated following the signatures of Seller and Buyer.

16. INTENTIONALLY DELETED

17. MISCELLANEOUS

17.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or otherwise changed in any manner except by a writing executed by Buyer and Seller.

17.2 Notices. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if (a) hand delivered, (b) sent by expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, or (c) sent by electronic mail, addressed as follows (or at such other address and person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Section 17.2):

As to Seller: **The Burleson 4A Economic Development Corporation**
141 W. Renfro Street
Burleson, Texas 76028
Attention: City Manager
Email: dpennywell@burlesontx.com

With a copy to: **Taylor, Olson Adkins, Sralla & Elam, L.L.P.**
6000 Western Place, Suite 200
Fort Worth, Texas 76017
Email: droggia@toase.com

As to Buyer: **Paris Baguette U.S.A., Inc.**
137 W. Commercial Ave.
Moonachie, New Jersey 07074
Attention: Kyle Chung, General Counsel
Email: kchung@parisbaguette.com

With a copy to: **Nelson Mullins Riley & Scarborough LLP**
1111 Bagby Street, Suite 2100
Houston, Texas 77002
Attention: Patrick LaRue
Email: patrick.larue@nelsonmullins.com
and
101 Constitution Avenue, NW, Suite 900
Washington, D.C. 20001
Attention: Woojin Shin
Email: woojin.shin@nelsonmullins.com

A notice shall be deemed to have been given: (i) in the case of hand delivery, when delivered; (ii) in the case of registered or certified mail, when delivered or upon the first attempted delivery on a Business Day; (iii) in the case of expedited prepaid delivery service, when delivered or upon the first attempted delivery on a Business Day; and (iv) in the case of email, a notice shall be deemed given when delivered so long as the word "Notice" is present in the subject line of the e-mail and the sender does not receive a delivery

failure notice or other automated notice indicating that the e-mail has not been delivered. Refusal to accept delivery, inability to deliver due to change of address or inability to accept delivery shall be deemed receipt. Notwithstanding anything contained herein to the contrary, any notice of termination, notice of default, or Defect Notice may be delivered by legal counsel for Seller or Buyer to the other parties hereto and such delivery shall be deemed effective as if given by Seller or Buyer, as applicable.

17.3 Headings. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

17.4 Construction; Severability. In the case of any uncertainty or ambiguity regarding any part of this Agreement, the language shall be construed in accordance with its fair meaning rather than being interpreted against the party who caused the uncertainty to exist. No third parties, including any brokers or creditors, shall be beneficiaries hereof. Wherever the terms “herein,” “hereof,” “hereunder,” and other like words are used, the same shall be deemed to mean this Agreement as a whole, and not merely the particular section or provision in which the respective word appears, unless stated otherwise. The unenforceability, invalidity or illegality of any provision hereof shall not render any of the other provisions herein unenforceable, invalid or illegal.

17.5 Waiver. Except as expressly set forth to the contrary herein, none of the provisions of this Agreement or rights provided herein shall be deemed waived unless waived in writing by the party benefited thereby.

17.6 Attorneys’ Fees. If either party hereto brings an action against the other by reason of the breach of any covenant, provision or condition hereof, or otherwise arising out of or in connection with this Agreement, the unsuccessful party shall pay to the prevailing party all of the prevailing party’s costs and expenses, including, without limitation, reasonable attorneys’ fees and court costs, in addition to any other relief to which it may be entitled. A plaintiff is a prevailing party if it succeeds on the merits of its claim(s). A defendant is a prevailing party if the defendant defeats the claim(s) brought by the plaintiff or if the defendant succeeds on any claims for affirmative relief against the plaintiff. It is not necessary for a defendant to bring affirmative claims against plaintiff to be a prevailing party for purposes of this provision.

17.7 Exculpation.

(a) Notwithstanding anything to the contrary contained herein, Seller’s Affiliates, shareholders, partners, members, the partners or members of such partners or members, the shareholders of such partners or members, and the trustees, officers, directors, employees, agents and security holders of Seller and the partners or members of Seller (collectively, “***Seller Related Parties***”) assume no personal liability for any obligations entered into on behalf of Seller and its individual assets shall not be subject to any claims of any Person relating to such obligations. The foregoing shall govern any direct and indirect obligations of Seller under this Agreement. The provisions of this Section 17.7(a) shall survive the Closing or any termination of this Agreement indefinitely.

(b) Notwithstanding anything to the contrary contained herein, Buyer’s Affiliates, shareholders, partners, members, the partners or members of such partners or members, the shareholders of such partners or members, and the trustees, officers, directors, employees, agents and security holders of Buyer and the partners or members of Buyer (collectively, “***Buyer Related Parties***”) assume no personal liability for any obligations entered into on behalf of Buyer and their individual assets shall not be subject

to any claims of any Person relating to such obligations. The foregoing shall govern any direct and indirect obligations of Buyer under this Agreement. The provisions of this Section 17.7(b) shall survive the Closing or any termination of this Agreement indefinitely.

17.8 Damages. In no event shall Buyer, any Buyer Related Parties or any Affiliate of Buyer or any Buyer Related Parties be entitled to seek or obtain speculative, special, punitive or exemplary damages against Seller. In no event shall Seller, any Seller Related Parties or any Affiliate of Seller or any Seller Related Parties be entitled to seek or obtain speculative, special, punitive or exemplary damages against Buyer.

17.9 Time of Essence. Time is of the essence of this Agreement.

17.10 Date of Performance. If the date on which any performance required hereunder is on a day that is not a Business Day, then such performance shall be required on the next Business Day thereafter.

17.11 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17.12 Joint and Several Obligations. The obligations and liabilities of Buyer hereunder shall be joint and several, and any act or notice of or to or refund to, or the signature of, any one or more of the Persons comprising Buyer shall be fully binding upon each Person comprising Seller. Seller is a tax exempt governmental non-profit organization operating pursuant to its governmental functions in accordance with Texas law. Without waiving any governmental immunity or any defenses available to Seller, the obligations and liabilities of Seller shall only be joint and several as authorized by law.

17.13 Survival. All obligations of Seller and Buyer intended to be performed after the Closing or earlier termination of this Agreement shall survive the Closing or earlier termination of this Agreement. Except as expressly set forth herein to the contrary, all of the representations and warranties of Seller and Buyer set forth herein shall survive the Closing and/or earlier termination of this Agreement for the Survival Period. All indemnification obligations set forth herein shall survive the Closing and/or earlier termination of this Agreement.

17.14 Further Instruments. Seller and Buyer shall perform all acts and make, execute and deliver such written instruments as shall be reasonably necessary to carry out the terms and provisions of this Agreement.

17.15 No Recording. Neither this Agreement nor any notice, memorandum or other notice or document relating hereto shall be recorded.

17.16 Governing Law. This Agreement shall be governed without regard for choice of law rules or conflicts of laws principles by the laws of the State of Texas, which is where the Property is located and the venue for any dispute shall be exclusively in the applicable State court located in Johnson County, Texas. Each party waives its right to jurisdiction or venue in any other location.

17.17 1031 Tax Deferred Exchange. Seller and Buyer shall reasonably cooperate with each other should either party elect to use the Property in a 1031 tax deferred exchange. The non-initiating party shall not be required to take title to any property other than the Property, incur any additional cost or liability in

so cooperating with the other party. In no event shall any such tax deferred exchange (i) be a condition of Closing, or (ii) otherwise delay the Closing.

17.18 Exhibits; Schedules. All Exhibits and Schedules attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

17.19 Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Digital copies such as by facsimile, other electronic means, portable document format or otherwise shall be deemed to be an original of the Agreement, and the execution in such format shall be valid.

17.20 Confidentiality; Press Release; IRS Reporting Requirements.

(a) Buyer and Seller, and each of their respective Affiliates, shall hold as confidential all information disclosed in connection with the transaction contemplated hereby and concerning each other, the Property, this Agreement and the transactions contemplated hereby (collectively, “**Confidential Information**”) and shall not release any such information to third parties without the prior written consent of the other parties hereto, except (i) any information which was previously or is hereafter publicly disclosed (other than in violation of this Agreement or other confidentiality agreements to which Affiliates of Buyer are parties), (ii) to their partners, advisers, underwriters, analysts, employees, Affiliates, officers, directors, consultants, lenders, accountants, legal counsel, title companies or other advisors of any of the foregoing, provided that they are advised as to the confidential nature of such information and are instructed to maintain such confidentiality or (iii) to comply with any law, rule or regulation. The foregoing shall supersede any prior confidentiality agreement that may have been entered into by the parties. The provisions of this Section 17.20 relating to the Agreement and the transactions contemplated hereby shall survive the Closing or the termination of this Agreement for a period of one (1) year; provided that Seller’s confidentiality obligation with respect to the Property shall survive the Closing indefinitely.

(b) Notwithstanding Subsection 17.20(a) above or any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In the event a request for information is made to the Seller relating to any information confidential by law under the Texas Public Information Act, Seller shall notify Buyer within three (3) days of the request, and if Buyer desires to keep the information confidential, Buyer shall notify the Texas Attorney General no later than seven (7) days thereafter to seek redaction or non-disclosure under the Texas Public Information Act. Seller shall not be responsible for Buyer’s failure to request an opinion from the Texas Attorney general within the statutory deadline required by the Texas Public Information Act.

(c) Neither Seller nor Buyer may issue a press release with respect to this Agreement and the transactions contemplated hereby without the prior written consent of the other party and provided that the content of any such press release shall be subject to the prior written consent of the other party hereto and in no event shall any such press release issued by Buyer or Seller disclose the identity of the other party’s direct or indirect beneficial owners by name or the consideration paid to Seller for the Property (including that no unilateral disclosure will refer to “Paris Baguette,” “Paris Croissant” or “SPC Group” without the consent of Buyer). Notwithstanding the foregoing, nothing herein shall limit the right of the

indirect investor in Buyer to publicly disclose the transaction, after the Closing hereunder, substantially consistent with the manner such indirect investor has disclosed transactions prior to the date hereof.

(d) For the purpose of complying with any information reporting requirements or other rules and regulations of the IRS that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement, including, but not limited to, any requirements set forth in Treasury Regulation Section 1.6045-4 and any successor version thereof (collectively, the “**IRS Reporting Requirements**”), Seller and Buyer hereby designate and appoint the Escrow Agent to act as the “**Reporting Person**” (as that term is defined in the IRS Reporting Requirements) to be responsible for complying with any IRS Reporting Requirements. The Escrow Agent hereby acknowledges and accepts such designation and appointment and agrees to fully comply with any IRS Reporting Requirements that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement. Without limiting the responsibility and obligations of the Escrow Agent as the Reporting Person, Seller and Buyer hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the Reporting Person.

(e) For the avoidance of doubt, in no event shall Seller disclose the identity of any investor in Buyer, either before or after Closing without the prior written consent of Buyer.

(f) Seller hereby acknowledges that none of the provisions of this Agreement shall in any way limit: (i) the trading of any commercial mortgage backed securities or other similar instruments (“**CMBS**”) by Buyer or any Buyer Related Parties in the ordinary course of their business (including, without limitation, any CMBS which includes any loan or other debt instrument issued or held by Seller or any of its affiliates or subsidiaries or any debt instrument collateralized by any or all of the Property), (ii) the purchase, sale or origination by Buyer or any Buyer Related Parties of (A) any security or debt instrument issued or held by Seller or any of its affiliates or subsidiaries, (B) any debt instrument held by a third party which is collateralized by any or all of the Property, or (C) any third party’s interest in any or all of the Property, (iii) the trading of any debt instrument or equity investment that is currently owned by any Buyer Related Parties or (iv) the trading of any debt instrument or equity investment for which any Buyer Related Party was/is the issuer; provided, that the Buyer Related Party will comply with all applicable securities laws in conducting such transactions.


17.21 Assignability. Except as otherwise set forth below and/or to the extent required to comply with the provisions of relating to a 1031 Exchange, if applicable, this Agreement is not assignable by Buyer without first obtaining the prior written approval of Seller, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Buyer may assign this Agreement, without first obtaining the prior written approval of Seller, to one or more entities so long as (a) Buyer is an Affiliate of the purchasing entity(ies), (b) the affiliate shall assume all of Buyer’s liability and Buyer shall not be released from its liability hereunder, and (c) Buyer provides written notice to Seller of any such assignment no later than five (5) days prior to the Target Closing Date. No transfer or assignment by Buyer in violation of the provisions hereof shall be valid or enforceable.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

BUYER:

Paris Baguette U.S.A., Inc.,
a Delaware corporation

By: 
Name: Darren Tipton
Its: CEO

SELLER:

The Burlison 4A Economic Development Corporation,
a Texas municipal development corporation

By: _____
Name: _____
Its: _____

ACCEPTANCE BY ESCROW AGENT

Escrow Agent acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: February ____, 2025

Capital Title of Texas,
a _____

By: _____
Name: _____
Its: _____

LIST OF SCHEDULES & EXHIBITS

SCHEDULE 5.6	DESCRIPTION OF LEASES & CONTRACT
EXHIBIT "A"	LEGAL DESCRIPTION
EXHIBIT "B"	SPECIAL WARRANTY DEED
EXHIBIT "C"	FEDERAL CERTIFICATE

SCHEDULE 5.6

DESCRIPTION OF LEASES & CONTRACTS

[Leases and Contracts]

None, except oil, gas and mineral leases not owned by Seller.

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE STEPHEN KINSEY SURVEY ABSTRACT NO. 475, JOHNSON COUNTY, TEXAS, BEING A PORTION OF A 18.261 ACRE TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LLC IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-19087, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH A PORTION OF A 2.898 ACRE TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2018-3883, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE MOST EASTERLY CORNER OF SAID 18.261 ACRE TRACT;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID 18.261 ACRE TRACT THROUGH THE FOLLOWING 3 COURSES AND DISTANCES;

S 58°34'27" W, A DISTANCE OF 157.08 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PACHECO KOCH";

N 13°21'39" W, A DISTANCE OF 18.13 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PACHECO KOCH";

S 57°24'01" W, A DISTANCE OF 61.33 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE LEAVING SAID SOUTHEASTERLY LINE N 30°49'14" W, A DISTANCE OF 237.03 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE S 59°10'46" W, A DISTANCE OF 433.91 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE (70' R-O-W) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 564.00 FEET, WHOSE LONG CHORD BEARS N 25°42'22" W, 195.31 FEET;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°56'31", AN ARC LENGTH OF 196.30 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID 2.898 ACRE TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 564.00 FEET, WHOSE LONG CHORD BEARS N 38°05'31" W, 48.53 FEET;

THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 4°55'54", AN ARC LENGTH OF 48.54 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PREMIER SURVEYING";

THENCE N 40°19'39" W, DISTANCE OF 80.63 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE N 59°10'46" E, A DISTANCE OF 815.47 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE NORTHEASTERLY LINE OF SAID 18.261 ACRE TRACT;

THENCE S 14°36'36" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 596.68 FEET THE POINT OF BEGINNING AND **CONTAINING 7.000 ACRES OF LAND**, MORE OR LESS.

2. Any and all restrictions, covenants, conditions, and easements, if any, relating to the above-described Property shown of record in the above-mentioned County and State.
3. All zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, relating to the above-described Property.
4. All matters listed on **Exhibit B** attached hereto.

Executed this _____ day of _____, 2025.

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

By: _____
Name: _____
Its: _____

This instrument was acknowledged before me on _____, 2025 by _____.

NOTARY PUBLIC

EXHIBIT A

TO SPECIAL WARRANTY DEED

[Legal Description]

A TRACT OF LAND SITUATED IN THE STEPHEN KINSEY SURVEY ABSTRACT NO. 475, JOHNSON COUNTY, TEXAS, BEING A PORTION OF A 18.261 ACRE TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LLC IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-19087, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH A PORTION OF A 2.898 ACRE TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2018-3883, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°56'31", AN ARC LENGTH OF 196.30 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID 2.898 ACRE TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 564.00 FEET, WHOSE LONG CHORD BEARS N 38°05'31" W, 48.53 FEET;

THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 4°55'54", AN ARC LENGTH OF 48.54 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PREMIER SURVEYING";

THENCE N 40°19'39" W, DISTANCE OF 80.63 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE N 59°10'46" E, A DISTANCE OF 815.47 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE NORTHEASTERLY LINE OF SAID 18.261 ACRE TRACT;

THENCE S 14°36'36" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 596.68 FEET THE POINT OF BEGINNING AND **CONTAINING 7.000 ACRES OF LAND**, MORE OR LESS.

EXHIBIT B

TO SPECIAL WARRANTY DEED

[Permitted Exceptions]

1. Taxes or assessments for the year 2025, and subsequent years, not yet due or payable, the payment of which Grantee assumes.
2. [TO BE COMPLETED]

EXHIBIT "C"

FEDERAL CERTIFICATE

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform Paris Baguette U.S.A., Inc., a Delaware corporation ("**Transferee**"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**"), will not be required upon the transfer of certain real property, located in the City of Burleson, County of Johnson, State of Texas to Transferee, by The Burleson 4A Economic Development Corporation, a Texas municipal development corporation ("**Transferor**").

Transferor hereby certifies to Transferee:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. Transferor's U.S. tax identification number is _____;
3. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Code; and
4. Transferor's office address is _____.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Transferor understands that Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Under penalty of perjury the undersigned declares that it has examined this Certification and to the best of its knowledge and belief it is true, correct and complete, and the undersigned further declares that it has authority to sign this Certification on behalf of Transferor.

TRANSFEROR:

The Burleson 4A Economic Development Corporation,
a Texas municipal development corporation

By: _____
Name: _____
Its: _____

City Council Regular Meeting

DEPARTMENT: Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: March 24, 2025

SUBJECT:

Consider and take possible action on a minute order that ratifies the 4A Economic Development Corporation Board's action on a land sale contract between Burleson 4A Economic Development Corporation and 1451, LLC for a 7-acre tract located in Highpoint Business Park on Vantage Drive near Cirrus Drive. *(Staff Contact: Alex Philips, Economic Development Director)*

SUMMARY:

KMP Plumbing, LLC is a family owned business specializing in residential and commercial plumbing and heating & air. They have been established in Mansfield, Texas since 1985. Their goal is to provide outstanding customer service from the first contact to the completion of the job.

KMP Plumbing is growing and they are needing more space for the future. They are proposing to purchase a 7-acre tract from the Burleson 4A Economic Development Corporation for \$1,200,000 for the development of the service center and corporate headquarters. The development would consist of a 20,000 square foot facility with a \$6 million-dollar capital investment. The company currently employs 73 full time employees and produces approximately \$120,000 a year in sales tax.

RECOMMENDATION:

Staff recommends approval of this land sale contract

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

N/A

REFERENCE:

FISCAL IMPACT:

STAFF CONTACT:

Alex Philips
Economic Development Director
aphilips@burlson.tx.com

Project Mario Bros

Burleson 4A & City Council Session
3/24/25



Project Mario Bros Details

- Plumbing, Heating & Air Corporate Office and service company located in Mansfield and servicing residential, commercial and industrial projects.
- Family owned and Operated since 1985
- The company currently employs 73 people, and the move and expansion would create 30 new jobs
- \$6 Million minimum total capital investment
- The company would purchase the 7-acre site in Highpoint Business Park for their new Corporate Office and Service Center.
- The Company would be expanding to offer electrical services.
- Their mission and hope is that our services have a positive impact on our community and improve the quality of living for all individuals through our commitment to character, hard work and integrity.



Project Mario Bros Obligations

- KMP Plumbing, LLC to close on the property by May 31, 2025.
- KMP Plumbing, LLC, Inc to submit the building and civil plans for the development by June 30, 2025.
- KMP Plumbing, LLC, Inc to commence construction by October 31, 2025.
- KMP Plumbing, LLC shall pour a building foundation acceptable to the City's building official on or before February 28, 2026.
- KMP Plumbing, LLC, to complete the construction of the facility with a capital investment of at least \$6 million dollars by October 31, 2026.
- The Company shall operate the Facility as a plumbing, heating, and air business and distributor and maintain the Facility as its sole corporate headquarters for at least five (5) years after the issuance of a Certificate of Occupancy for the Facility.
- Within forty-five (45) days of the issuance of a Certificate of Occupancy for the Facility, the Company shall have at least seventy (70) FTEs at the Facility, and no later than the expiration of the Term, the Company shall have hired the additional 30 new FTE's at the facility.



EDC Incentive Obligations

- The 4A to issue a cash grant in the amount of \$400,000 once the prospect has received the building permit for the development.
- The 4A to issue a cash grant in the amount of \$400,000 once the prospect has poured and completed city inspection of the foundations of the building.
- The 4A to issue a cash grant in the amount of \$400,000 once the developer receives the certificate of occupancy for the building.
- The 4A to reimburse any and all development fees excluding impact fees up to \$100,000 after the Certificate of Occupancy is issued.
- The 4A to issue a cash grant in the amount of \$200,000 once the developer hires an additional 30 full time employees.



**Economic
Development**

Project Mario Bros Summary

	2024 Year 1	2025 Year 2	2026 Year 3	2027 Year 4	2028 Year 5	2029 Year 6	2030 Year 7	2031 Year 8	2032 Year 9	2033 Year 10
CAPEX	\$ 6,600,000.00	\$ 6,798,000.00	\$ 7,001,940.00	\$ 7,211,998.20	\$ 7,428,358.15	\$ 7,651,208.89	\$ 7,880,745.16	\$ 8,117,167.51	\$ 8,360,682.54	\$ 8,611,503.01
Appraised Value (70% of CAPEX)	\$ 4,620,000.00	\$ 4,758,600.00	\$ 4,901,358.00	\$ 5,048,398.74	\$ 5,199,850.70	\$ 5,355,846.22	\$ 5,516,521.61	\$ 5,682,017.26	\$ 5,852,477.78	\$ 6,028,052.11
Revenue										
	\$ 1,200,000.00									
Sales Tax	\$ 120,000.00	\$ 123,600.00	\$ 127,308.00	\$ 131,127.24	\$ 135,061.06	\$ 139,112.89	\$ 143,286.28	\$ 147,584.86	\$ 152,012.41	\$ 156,572.78
Property Tax	\$ 33,264.00	\$ 34,261.92	\$ 35,289.78	\$ 36,348.47	\$ 37,438.93	\$ 38,562.09	\$ 39,718.96	\$ 40,910.52	\$ 42,137.84	\$ 43,401.98
Expenses										
Sales Rebate										
Site Improvements										
Demo & Env.										
	\$ (400,000.00)	\$ (400,000.00)	\$ (400,000.00)	\$ (100,000.00)	\$ (200,000.00)					
Annual	\$ 953,264.00	\$ (242,138.08)	\$ (237,402.22)	\$ 67,475.71	\$ (27,500.02)	\$ 177,674.98	\$ 183,005.23	\$ 188,495.39	\$ 194,150.25	\$ 199,974.76
Cumulative		\$ 711,125.92	\$ 473,723.70	\$ 541,199.41	\$ 513,699.39	\$ 691,374.37	\$ 874,379.60	\$ 1,062,874.99	\$ 1,257,025.24	\$ 1,457,000.00

10yr ROI
97%
20yr ROI
255%

Recommendation

- **Approve the Performance Agreement with KMP Plumbing, LLC to develop a new service center and corporate headquarters at Highpoint Business Park.**
- Deny the Performance Agreement with KMP Plumbing, LLC.
- **Approve the resolution authorizing the land sale contract**
- Deny the resolution
- Questions?



REAL ESTATE PURCHASE AGREEMENT

1. CONTRACT TO SELL AND PURCHASE.

The Burleson 4A Economic Development Corporation, a Texas municipal development corporation organized under the laws of the State of Texas (hereinafter "Seller"), hereby agrees to sell and convey to 1451, LLC, a Texas limited liability company (hereinafter "Purchaser"), individually a "Party," and collectively "Parties," fee simple absolute title to the following real property:

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the Plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

hereinafter the "Land," on the terms and conditions provided in this Real Estate Contract of Sale (the "Contract"), and Purchaser hereby agrees to purchase and pay for said Property on the terms and conditions provided herein.

2. PROPERTY TO BE CONVEYED.

The Land to be conveyed is generally shown on the attached preliminary survey **Exhibit A** and is more particularly described on the legal description attached hereto as **Exhibit B**, together with Grantor's rights, title, and interest in and to adjacent streets, easements, alleys, rights-of-way, and any adjacent strips or gores of real estate, together with all and singular the rights, privileges and easements appurtenant thereto, and all water, wastewater and other utility rights relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Property, in each case to the extent assignable (the "Ancillary Rights") (collectively, the Land and the Ancillary Rights, are the "Property").

Seller and Purchaser acknowledge that the description of the Property contained in **Exhibit A** of this Contract may be technically and legally insufficient for purposes of supporting an action for specific performance or other enforcement hereof. Seller and Purchaser confirm to one another that, notwithstanding such insufficiency, they desire to proceed to create this Contract and anticipate that Purchaser will obtain a Survey of the Property pursuant to this Contract. Therefore, since the parties are desirous of executing this Contract and further desire to provide certain rights to demand and successfully enforce performance, and to ensure that such rights are not precluded due to the legal description of the Property contained in **Exhibit A**, Seller and Purchaser agree that (a) they are experienced in transactions of the nature provided for in this

Contract; (b) in fact, they specifically are familiar with the location of the Property that is the subject of this Contract; and (c) upon completion of, and mutual approval of, the Survey, the new legal description of the Property contained therein shall automatically be substituted for the legal description attached as **Exhibit A** to this Contract and shall also be the legal description used in the special warranty deed conveying the Property. Upon completion and approval of the Survey and as a condition to closing, Seller shall file an amendment to the plat of the Property recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas, to correct the acreage and description of the Property.

3. CONSIDERATION.

The consideration for the purchase of the Property is One Million, Two Hundred Thousand Dollars and no cents (\$1,200,000.00) (the "Purchase Price") payable in cash at closing. In addition, the Parties contemplate that KMP Plumbing, LLC ("KMP") which is a parent or affiliate company of Purchaser, and the Seller entering into an Economic Development and Performance Agreement, described in Section 14.

4. EARNEST MONEY.

Within two (2) business days after the Effective Date of this Contract, as defined in Section 15.A, Purchaser shall deliver the sum of Fifty Thousand Dollars and no cents (\$50,000.00) to Truly Title of Burleson, 101 NW Ellison Street, Unit 105, Burleson, Texas 76028 ("the Title Company") to be held by the Title Company as Earnest Money (herein so called) pursuant to the terms of this Contract.

5. SURVEY AND TITLE BINDER.

A. Purchaser may, at Purchaser's option, obtain a survey of the Property, to be prepared by a Registered Professional Engineer or Surveyor. Seller shall reasonably cooperate with Purchaser and such Professional Engineer or Surveyor by permitting access to the Property, and by providing any copies of previous surveys, maps, plats, deeds, and other documents in Purchaser's possession affecting or bearing upon the Property, but provision of such documents shall in no way constitute any warranty, representation, or contractual commitment by Seller.

B. Within ten (10) days after the Effective Date of this Contract, Seller shall provide to Purchaser, at Seller's expense:

(1) A title commitment ("Title Binder") covering the Property, binding the Title Company to issue a Texas Owner's Policy of Title Insurance on the standard form of policy prescribed by the Texas State Board of Insurance at the closing in the full amount of the purchase price, and

(2) True, correct, and legible copies of any and all instruments referred to in the Title Binder as constituting encumbrances, exceptions or restrictions upon the title of Seller.

6. FEASIBILITY PERIOD.

A. Purchaser will have ninety calendar (90) days after the Effective Date (the "Inspection and Feasibility Period") to seek any desired re-zoning or other processes to accommodate Purchaser's development plans, and to inspect the Property and conduct inspections, studies, tests and examinations on the Property, including, without limitation: (a) core borings; (b) environmental and architectural tests and investigations; (c) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (d) examination of documents relating to the condition of the Property. Purchaser and Purchaser's agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller, for purposes of conducting such inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser's expense and risk. Prior to conducting such inspections, studies, tests, or examinations, Purchaser shall notify Seller in writing of Purchaser's intent to such inspections, studies, tests, or examinations, shall provide Seller with the name and address of any contractor retained to conduct such inspections, studies, tests, or examinations, and provide evidence of liability insurance in form and limits reasonably satisfactory to Seller issued by an insurance company licensed in the State of Texas. In the event that Purchaser elects to terminate this Contract for any reason, Purchaser agrees to repair any damage to the Property caused by Purchaser or its agents, employees, consultants or contractors in connection with Purchaser's inspections, studies, tests and examinations. **PURCHASER AGREES TO, AND DOES HEREBY, INDEMNIFY SELLER AGAINST ANY CLAIMS TO THE EXTENT SUCH CLAIMS ARISE DUE TO ANY ACTIONS BY PURCHASER OR PURCHASER'S AGENTS, EMPLOYEES, CONSULTANTS AND CONTRACTORS IN CONNECTION WITH THEIR ENTRY UPON THE PROPERTY; PROVIDED, HOWEVER, THAT SUCH INDEMNIFICATION OBLIGATIONS SHALL NOT EXTEND TO ANY CLAIM FOR LIABILITY TO THE EXTENT ARISING OUT OF ANY PRE-EXISTING CONDITIONS THAT ARE MERELY DISCOVERED BY PURCHASER AND NOT CAUSED OR EXACERBATED BY PURCHASER.**

B. As consideration for Seller agreeing to provide Purchaser the Feasibility and Inspection Period to conduct inspections, studies, tests and examinations on the Property and to seek any necessary re-zoning, within two (2) business days after the Effective Date of this Contract, Purchaser shall deliver directly to Seller the sum of One Hundred Dollars and no cents (\$100.00) (referred to herein as the "Feasibility Option Payment"). This payment is separate from the Earnest Money payment described

above. In the event Purchaser chooses not to proceed to closing, the Earnest Money payment shall be refunded by Seller.

7. TITLE AND SURVEY APPROVAL PERIOD.

Purchaser shall have twenty (20) calendar days after the receipt of an acceptable survey and Title Binder, and the instruments giving rise to the title encumbrances, exceptions or restrictions upon the Title of Seller, in which to review them and to advise Seller that Seller's Title is or is not acceptable to Purchaser. Any item to which Purchaser does not timely object will be deemed a "Permitted Exception," provided, however, that Purchaser will be deemed to have timely objected to any items the Title Company identifies as to be released upon closing if such item is not actually released. If Title exceptions exist, to which Purchaser timely objects, Seller may, at Seller's discretion, undertake to cause those exceptions to be cured and/or removed from the Title Binder within ten (10) calendar days (the "Cure Period") after such notice to Seller. In the event such exceptions to Title are not cured within the Cure Period, Purchaser may elect, as Purchaser's sole remedy, to terminate this Contract by giving written notice to Seller within ten (10) days after expiration of the Cure Period. In the event of such termination, the Earnest Money will be refunded to Purchaser, and the Parties will have no further obligation to each other. In the event that Purchaser does not terminate this Contract by giving written notice to Seller within ten (10) days after expiration of the Cure Period, Purchaser shall be deemed to have accepted the Title subject to the exceptions as are shown in the Title Commitment and Survey, and to have waived any objection to such exceptions, except for any deeds of trust, liens, security interests or other monetary encumbrances, whether or not Purchaser objects to such items in any notices to Seller.

If at any time prior to closing, the Title Company shall issue any one or more supplemental reports to the Title Binder (each, a "Supplemental Report") disclosing any additional or modified exceptions to title to the Property (a "Supplemental Defect"), Seller shall be obligated to remove or cause the removal of such Supplemental Defect(s) at or prior to closing, whether or not Purchaser affirmatively disapproves of such items in any notice to Seller, and any failure by Seller to do so shall be a default hereunder.

8. SELLER'S REPRESENTATIONS.

Seller hereby represents and warrants that the representations and warranties of Seller, set forth in Sections A through L below, are true and correct in all material respects as of the date hereof, and shall be true and correct in all material respects as of the Closing Date, as defined below in Section 11.A. All the representations and warranties shall survive the closing for a period of twelve (12) months.

A. No Actions. To Seller's actual knowledge, there are no pending or threatened lawsuits, condemnation actions or other proceedings affecting the Property.

B. No Contracts. Seller has obtained all member consents necessary in connection with Seller's execution and delivery of this Contract. There are no contracts affecting the Property that will survive the closing.

C. Condition of Property. Prior to the closing Date, Seller shall maintain the Property in the same state of repair as of the Effective Date.

D. No Adverse Claims. Seller has received no written notice alleging an adverse claim in or to the Property by any person or persons.

E. Parties in Possession. There are no other parties in possession of the Property or any portion thereof, and no Party has been granted any license, lease or other right relating to the use or possession of the Property that will survive the closing other than easements currently filed of record or that may be shown on the final plat.

F. No Violations. Seller has received no notice of, nor does Seller have any actual knowledge of, a violation of any law or governmental regulation, restrictive covenant or other requirement affecting the Property.

G Ownership of Property. Seller is the owner of the Property, has title to the Property, and has full power and authority to enter into and perform its obligations under this Contract in accordance with its terms.

H. Authority to Bind. The individual executing this Contract on behalf of Seller is authorized to do so and, upon executing this Contract, this Contract shall be binding and enforceable upon Seller in accordance with its terms.

I. Leases; Options. There are no outstanding written or oral leases in any way affecting the Property, and no person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, right of first refusal, contract, or otherwise) who may prevent or interfere with Purchaser taking title to, and exclusive possession of, all of the Property at closing, other than as set forth in easements currently filed of record.

J. No Notices. Seller has not received any notice of and, to Seller's actual knowledge, there are no (i) proposed special assessments, condemnations or changes in the roads adjacent to the Property; (ii) pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel.

K. Litigation. To Seller's actual knowledge, there is no pending or threatened litigation, arbitration, administrative action or examination, claim or demand whatsoever relating to the Property, and no attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller of the Property or contemplated by Seller.

L. Hazardous Materials. Seller represents that Seller has no actual knowledge of, and has not received notice of, any inquiries or investigations by any governmental authority or third-party with respect to, the presence of hazardous materials on the Property or the migration of hazardous materials or environmental contamination on or under the Property, or any notices of the presence of such materials or contamination on or under the Property, or the violation of any laws, ordinances or regulations regarding the presence of such materials or contamination on or under the Property.

Seller shall fully disclose to Purchaser, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the Closing Date that may affect the representations and warranties set forth above.

9. PURCHASER'S REPRESENTATIONS.

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

A. Authority. Purchaser is a resident of or 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.

B. 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.

10. SPECIAL ASSESSMENTS.

A. 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.

B. 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.

11. CLOSING.

A. The closing of this Contract shall be held on June 1, 2025, at the offices of the Title Company at its address stated above; provided, however, that 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, provided that such postponed date shall not be more than thirty (30) days after the Closing Date specified above, absent written agreement by the Parties.

B. At the closing, Seller shall deliver to Purchaser at Seller's expense: (i) a special warranty deed conveying the Property according to the legal descriptions attached hereto or as prepared by the surveyor as shown on the survey of the Property; (ii) to ensure the public purposes and performance obligations of the Economic Development and Performance Agreement are satisfied in compliance with Texas law, the special warranty deed shall include a right to repurchase to the Seller conditioned upon KMP's obligation to pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026; and (iii) exclusive possession of the Property.

C. At the closing, Purchaser shall deliver to Seller the Purchase Price in cash or certified funds, less the Earnest Money, which the Title Company shall deliver to Seller as a credit against the Purchase Price.

D. The Title Company shall issue and present to Purchaser, at Seller's expense, an Owner's Title Policy issued by the underwriter for the Title Company pursuant to the Title Binder, subject only to the permitted exceptions, insuring good and indefeasible title to the Property vested in Purchaser in the full amount of the total Purchase Price of the Property, free and clear of all liens and encumbrances, except those matters accepted or waived by Purchaser, as provided herein.

E. Seller shall bear the costs for any required tax statements and reports, the costs for preparation and filing of the special warranty deed, the Title Policy, and any required releases of liens. Purchaser shall bear the costs for the Survey. Seller and Purchaser shall bear equally the costs of any escrow fees, courier and delivery fees,

and copy and reproduction fees. Except as provided otherwise herein, Purchaser and Seller shall bear all remaining closing costs in equal shares.

F. Interest, ad valorem taxes, and any other assessments or fees for the then-current year shall be prorated at the closing, effective as of the Closing Date, provided that since Seller is a tax-exempt organization, Seller will not be required to pay any taxes at closing. Rather, the Parties shall authorize and instruct the Title Company to inform the appropriate taxing authorities of the transaction and Seller's tax-exempt status, and the Title Company shall, if appropriate, collect any prorated taxes only from Purchaser. If the closing occurs before any tax rate or assessment is fixed for the year of the closing, the apportionment of the taxes will be upon the basis of the rate for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the closing will be adjusted equitably upon receipt of a written statement of the actual amount. If this sale or Purchaser's use of the Property after closing results in the assessment of additional taxes for periods prior to closing, such additional taxes shall be the obligation of Seller, except where exempt, provided, however, under no circumstances shall Purchaser have any obligation for such taxes, interest or penalties. This provision will survive the closing.

G. Foreign Person Notification. If Seller is a foreign person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser or the Title Company a non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. The required affidavit from Seller will include: (1) a statement that Seller is not a foreign person; (2) the U. S. taxpayer identification number of Seller; and (3) any other information required by Section 1445 of the Internal Revenue Code or other applicable law or regulation.

12. TERMINATION.

If this Contract is terminated by Purchaser as permitted herein pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Parties shall have no further obligation one to the other, except as otherwise provided herein. If Purchaser elects to so terminate, and if such termination is not due to any default by Seller, if the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser must restore the Property to its original condition at Purchaser's expense, and except as otherwise provided herein.

13. DEFAULT.

A. If Seller shall fail to consummate this Contract for any reason, except Purchaser's default, Purchaser may enforce specific performance of this Contract or

may bring suit for damages against Seller; provided, however, that Purchaser shall not be entitled to recover any consequential damages.

B. 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, Seller shall have the right to have the Earnest Money paid to Seller as liquidated damages for the breach of this Contract as Seller's sole remedy.

14. ECONOMIC DEVELOPMENT AGREEMENT.

The development of the Property will create significant new ad valorem tax base for the City of Burleson and other taxing jurisdictions, will provide new employment opportunities, and will reduce the tax burden upon the residents of the City of Burleson. As consideration for this, the closing of this transaction is contingent upon Seller and KMP entering into an Economic Development and Performance Agreement in accordance with the Development Corporation Act of 1979, within ninety (90) days of the Effective Date of this Contract. Pursuant to the Economic Development and Performance Agreement, Purchaser is an "Affiliate" of KMP that will own and operate the Project and this Contract satisfies the conditions of Section 13.12 of the Economic Development and Performance Agreement.

15. MISCELLANEOUS PROVISIONS.

A. **Effective Date of Contract.** The term "Effective Date" of this Contract as used herein shall mean the day that this Contract has been: (1) signed by Purchaser; (2) approved by the Board of Directors of Seller; and (3) signed by the Seller. 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.

B. **Notices.** Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, addressed to the intended recipient at the addresses shown below, with a copy to such recipient's legal counsel, if the name of such legal counsel is shown below, or faxed to the facsimile transmission numbers of such persons shown on the signature page of this Contract. Any address for notice may be changed by written notice so given.

All notices required by this Contract shall be sent to:

SELLER:

The Burleson 4A Economic Development Corporation
Attention: City Manager
141 W Renfro Street
Burleson, Texas 76028
Facsimile: 817-426-9376

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
Attention: Dean Roggia
6000 Western Place, Suite 200
Fort Worth, Texas 76107
(817) 332-2580
Facsimile: 817-332-4740

PURCHASER:

1451, LLC, a Texas limited liability company
Attention: Rustin Mayse
1451 Heritage Parkway
Mansfield, Texas 76063

With a copy to:

Brackett & Ellis, P.C.
Attention: Amanda B. Hernandez
100 Main Street
Fort Worth, Texas 76102
(817) 339-2470
Email: ahernandez@belaw.com

C. **Forms.** At closing, Seller will execute, acknowledge and deliver a special warranty deed in the form attached to this Contract as **Exhibit C**.

D. **Attorney's Fees.** If either Party shall be required to employ an attorney to enforce or defend the rights of such Party herein, the prevailing Party shall be entitled to recover reasonable attorney's fees.

E. **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.

F. **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.

G. **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.

H. **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 the Contract, and that the Contract shall not be construed against the other Party, but all other rules of contract construction shall apply.

I. **Choice of Law and Place of Performance and Venue.** This Contract is to be construed under the substantive laws of the State of Texas, without regard to its choice of law rules. This Contract is to be performed entirely in Johnson County, Texas, and in the event of any dispute, venue shall be in the state courts located in Johnson County, Texas.

J. **Entire Contract.** This Contract, together with the Economic Development and Performance Agreement and any exhibits and addenda, any documents provided by Seller to Purchaser pursuant to this Contract, and any closing documents delivered at closing, constitute the entire agreement of the Parties concerning this transaction. There are no oral representations, warranties, agreements or promises pertaining to the sale of the Property by Seller to Purchaser not incorporated in this Contract, any exhibits and addenda, any documents provided by Seller to Purchaser pursuant to this Contract, or any closing documents delivered at closing.

K. **No Waiver of Default.** A failure of the non-defaulting Party to declare immediately a default shall not constitute a waiver of any provision of this Contract, unless this Contract expressly specifies a specific time for objection and a waiver upon a failure to timely object.

16. CONTRACT AS OFFER.

The execution of this Contract by the first Party to do so constitutes an offer to purchase or sell the Property. Unless within fifteen (15) days from the Effective Date of this Contract this Contract is accepted by the other Party and a fully executed copy is delivered to the first Party, the offer of this Contract shall be automatically revoked and terminated, and the Earnest Money, if any, shall be returned to Purchaser.

17. CHANGE OF POSSESSION.

Seller will deliver exclusive possession of the Property to Purchaser at closing.

18. 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 FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8 ABOVE, OR OTHERWISE PROVIDED IN THIS CONTRACT AND THE WARRANTY OF TITLE WHICH WILL BE SET FORTH IN THE DEED. EXCEPT AS SET FORTH IN THIS CONTRACT AND IN THE DEED, 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 EXCEPT AS SET FORTH IN THIS CONTRACT AND IN THE DEED, 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 EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE SET FORTH IN THE DEED, 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.

19. COMMISSIONS.

Both parties represent and warrant to each other that neither has dealt with any broker or finder in respect to the transaction contemplated hereby. Purchaser and Seller covenant and agree that each will, to the extent permitted by law, hold the other

Signed on this _____ day of _____, 2025.

BURLESON, TEXAS 4A ECONOMIC
DEVELOPMENT CORPORATION,

SELLER

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, _____ of the Burleson 4A Economic Development
Corporation, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas
Local Government Code, 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: _____

EARNEST MONEY RECEIPT

The undersigned certifies that the above-named Purchaser has paid to Truly Title of Burleson the sum of Fifty Thousand Dollars and no cents (\$50,000.00) on this _____ day of _____, 2025.

TRULY TITLE OF BURLESON

By: _____

Name: _____

Title: _____

101 NW Ellison Street Unit 105
Burleson, Texas 76028

SIGNATURE PAGES

Seller and Purchaser have executed this Contract on the dates which follow below their respective signatures.

Signed on this 27th day of February, 2025.

1451, LLC, a Texas limited liability company,

PURCHASER

By: [Signature]
Name: Rustin Mayse
Title: Owner

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared RUSTIN MAYSE, OWNER of 1451, LLC, a Texas limited liability company, 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 27th day of FEBRUARY, 2025.

[SEAL]



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

LISA THREADGILL
Printed/Typed Name of Notary
My Commission Expires: 3/12/26

harmless from and against all liabilities, claims, demands and actions by third parties for brokerage, commission, finder's or other fees relative to negotiation or execution of this Contract, or the purchase and sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom. This paragraph shall survive any termination or closing of this Contract.

20. TEXAS REAL ESTATE LICENSING ACT.

The Texas Real Estate License Act requires a real estate agent to advise Purchaser that he should have an attorney examine an abstract of title to the Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Purchaser.

21. 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.

22. TIME OF THE ESSENCE.

Time is of the essence in this Contract of Sale.

[SIGNATURE PAGES TO FOLLOW]

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EXHIBIT A

Map of Site

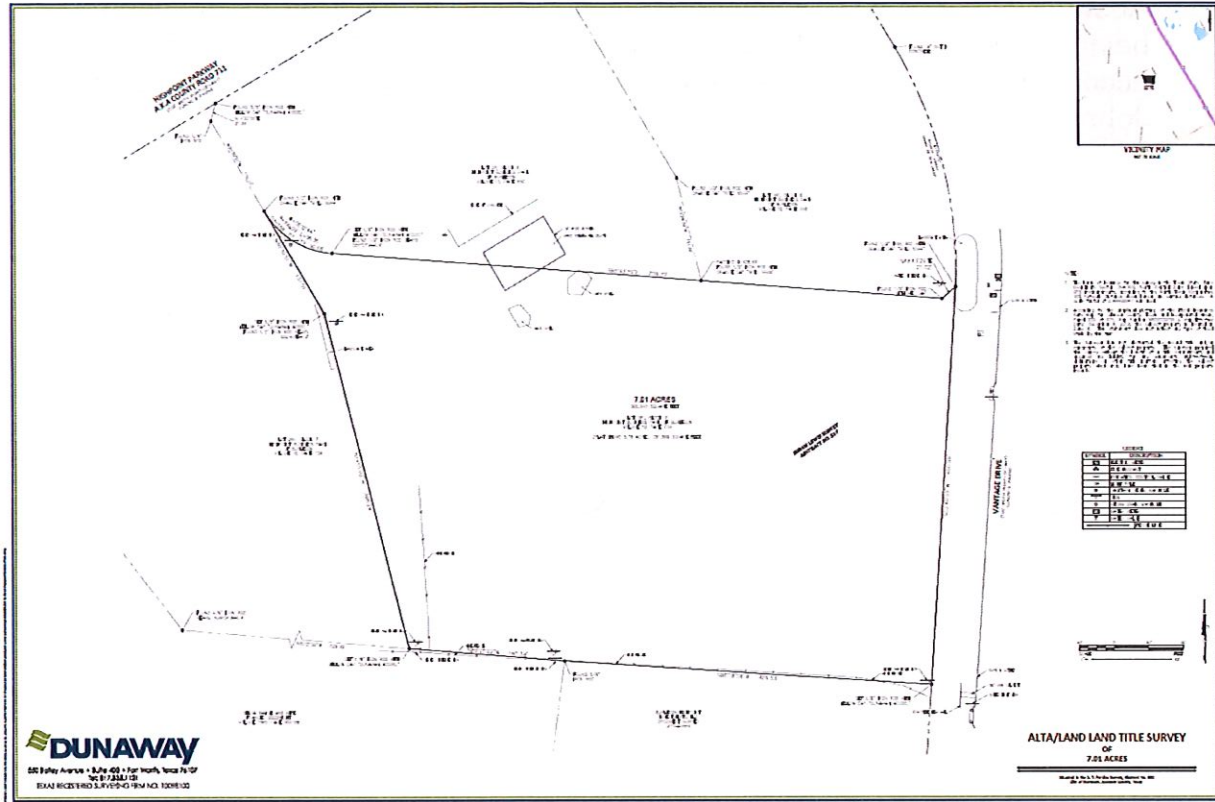


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

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 Burseson 4A Economic Development Corporation, a nonprofit corporation organized under Title 12, Subtitle C1 of Title 12 of the Texas Local Government Code (Chapters 501 through 505) ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by 1451, LLC, a Texas limited liability company ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations 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, attached hereto, together with Grantor's rights, title, and interest in and to adjacent streets, easements, alleys, rights-of-way, and any adjacent strips or gores of real estate (the "**Land**"), together with all and singular the rights, privileges and easements appurtenant thereto, and all water, wastewater and other utility rights relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Property, in each case to the extent assignable (the "**Ancillary Rights**") (collectively, the Land and the Ancillary Rights, are the "**Property**").

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed within the Economic Development Performance Agreement between the Grantor and the Grantee, and any permitted encumbrances shown on EXHIBIT B, which is incorporated herein in its entirety.

GRANTEE IS RELYING ON GRANTEE'S OWN DUE DILIGENCE INVESTIGATION IN MAKING ITS DECISION TO PURCHASE THE PROPERTY AND HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS DEED AND THE REPRESENTATIONS AND WARRANTIES OF GRANTOR EXPRESSLY SET FORTH IN THAT CERTAIN REAL

ESTATE PURCHASE AGREEMENT DATED _____, BY AND BETWEEN GRANTOR, AS SELLER, AND GRANTEE, AS PURCHASER (THE "PURCHASE AGREEMENT"). EXCEPT AS SET FORTH IN THIS DEED AND IN THE PURCHASE AGREEMENT, THE PROPERTY IS BEING SOLD "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Right to Repurchase. Grantor and Grantee's affiliate KMP Plumbing, LLC ("**KMP**") have entered into an Economic Development and Performance Agreement executed to be effective on February 27th 2025 (the "**Economic Development Agreement**"), which is incorporated herein by reference and which also includes performance obligations of the KMP and required plans for the "**Project**", as that term is defined in the Economic Development Agreement. Pursuant to the Economic Development Agreement, KMP shall pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026, subject to extension as provided therein. If KMP fails to pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026, as such date may be extended, and notice of KMP's failure is not cured within ninety (90) days of being notified by the Grantor, then Grantor shall have the right, but not the duty, to repurchase the Property for the Purchase Price (as that term is defined in the Purchase Agreement).

All taxes and other assessments assessed against the Property for the year 2025 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, provided however, under no circumstances shall Grantee have any obligation for the payment of such taxes or related interest and penalties.

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 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 _____.

GRANTOR:

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the Burleson 4A Economic Development Corporation, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code, 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 – to form of special warranty deed

LEGAL DESCRIPTION

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

EXHIBIT B – to form of special warranty deed

PERMITTED ENCUMBRANCES

1845513-v2/17612-003000

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: March 24, 2025

SUBJECT:

Consider and take possible action on a minute order that ratifies the 4A Economic Development Corporation's action on a Performance Agreement between the Burleson 4A Economic Development Corporation and KMP Plumbing, LLC., Inc. for a 20,000 square foot service center and corporate headquarters facility located on Vantage Drive in Highpoint Business Park in Burleson, Texas. (*Staff Presenter: Alex Philips, Economic Development Director*)

SUMMARY:

KMP Plumbing, LLC is a family owned business specializing in residential and commercial plumbing and heating & air. They have been established in Mansfield, Texas since 1985. Their goal is to provide outstanding customer service from the first contact to the completion of the job.

KMP Plumbing is growing and they are needing more space for the future. They are proposing to purchase a 7-acre tract from the Burleson 4A Economic Development Corporation for \$1,200,000 for the development of the service center and corporate headquarters. The development would consist of a 20,000 square foot facility with a \$6 million-dollar capital investment. The company currently employs 73 full time employees and produces approximately \$120,000 a year in sales tax. KMP Plumbing has requested an incentive package to aid in their relocation to Highpoint Business Park.

In order to receive the proposed incentives, KMP Plumbing, LLC will be required to adhere to the following conditions:

- Design and construct the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- KMP Plumbing, LLC to close on the property by May 31, 2025.

- KMP Plumbing, LLC, Inc to submit the building and civil plans for the development by June 30, 2025.
- KMP Plumbing, LLC, Inc to commence construction by October 31, 2025.
- KMP Plumbing, LLC shall pour a building foundation acceptable to the City's building official on or before February 28, 2026.
- KMP Plumbing, LLC, to complete the construction of the facility with a capital investment of at least \$6 million dollars by October 31, 2026.
- The Company shall operate the Facility as a plumbing, heating, and air business and distributor and maintain the Facility as its sole corporate headquarters for at least five (5) years after the issuance of a Certificate of Occupancy for the Facility
- Within forty-five (45) days of the issuance of a Certificate of Occupancy for the Facility, the Company shall have at least seventy (70) FTEs at the Facility, and no later than the expiration of the Term, the Company shall have at least thirty (30) or more FTEs for a total of one hundred (100) FTEs

As performance measures are met, KMP Plumbing, LLC would receive the following incentives:

- Upon the Company's receipt of the building permit for the Facility, EDC shall provide the Company with a cash grant of Four Hundred Thousand Dollars (\$400,000).
- Upon the City's completion of the inspection and approval of the foundation for the Facility, EDC shall provide the Company with a cash grant of Four Hundred Thousand Dollars (\$400,000).
- Upon the Company's receipt of the Certificate of Occupancy for the Facility, EDC shall provide the Company with a cash grant of Four Hundred Thousand Dollars (\$400,000).
- Upon the Company's full payment of all applicable fees imposed by the City related to the construction of the Improvements, EDC shall provide the Company with a cash grant to reimburse up to One Hundred Thousand Dollars (\$100,000) of such fees, not including impact fees.
- Upon the Company providing written proof that it has hired the additional 30 FTE's requirement set forth in Section 4.01(H), the EDC shall provide the Company with a cash grant of Two Hundred Thousand Dollars (\$200,000).

OPTIONS:

- 1) Approve as presented
- 2) Deny

RECOMMENDATION:

Staff recommends approving the Performance Agreement.

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

N/A

FISCAL IMPACT:

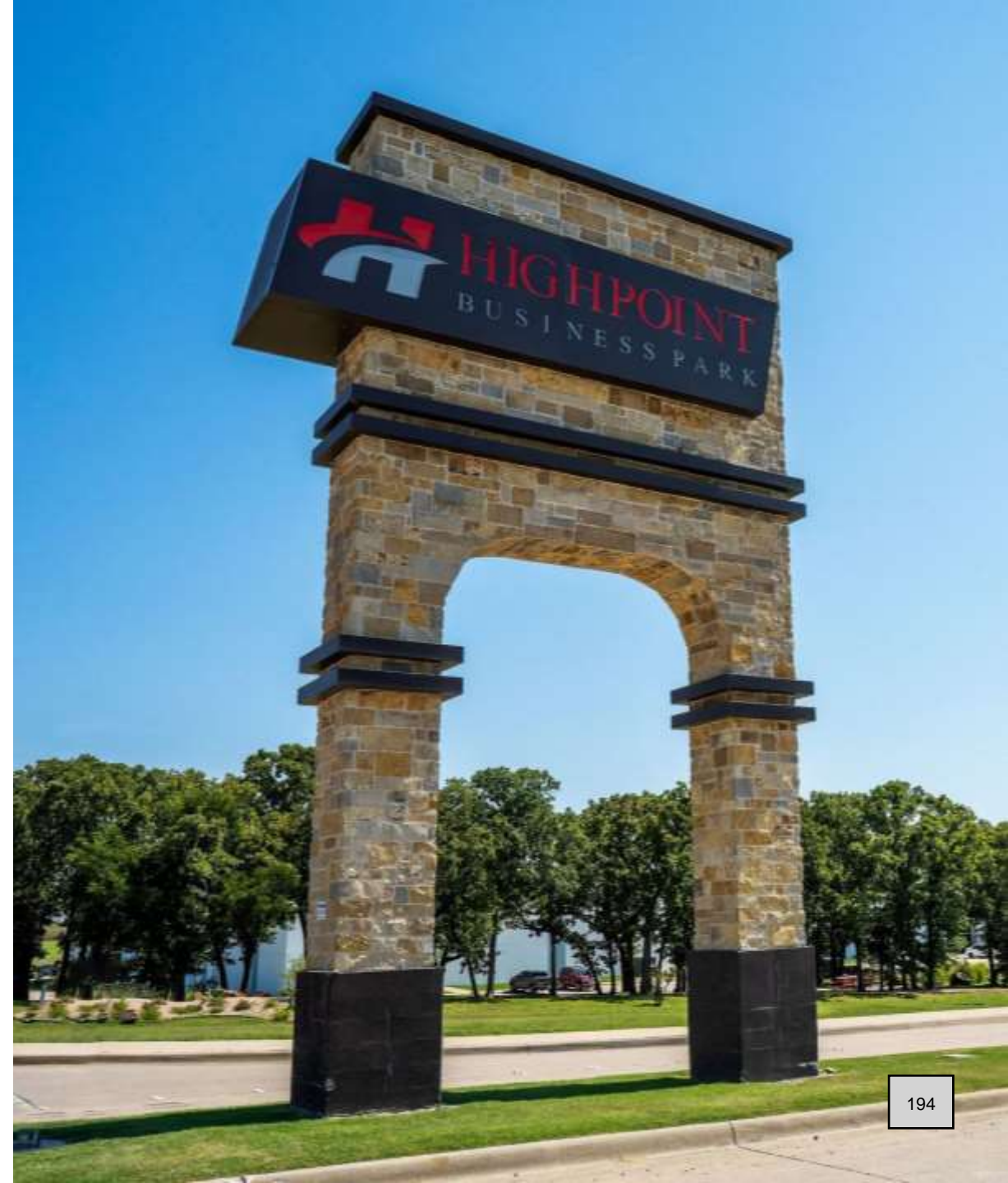
The incentives offered to KMP Plumbing, LLC (\$1,500,000) will be budgeted over a period of 5 years out of the Burleson 4A Economic Corporation planned incentives.

STAFF CONTACT:

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

Project Mario Bros

Burleson 4A & City Council Session
3/24/25



Project Mario Bros Details

- Plumbing, Heating & Air Corporate Office and service company located in Mansfield and servicing residential, commercial and industrial projects.
- Family owned and Operated since 1985
- The company currently employs 73 people, and the move and expansion would create 30 new jobs
- \$6 Million minimum total capital investment
- The company would purchase the 7-acre site in Highpoint Business Park for their new Corporate Office and Service Center.
- The Company would be expanding to offer electrical services.
- Their mission and hope is that our services have a positive impact on our community and improve the quality of living for all individuals through our commitment to character, hard work and integrity.



Project Mario Bros Obligations

- KMP Plumbing, LLC to close on the property by May 31, 2025.
- KMP Plumbing, LLC, Inc to submit the building and civil plans for the development by June 30, 2025.
- KMP Plumbing, LLC, Inc to commence construction by October 31, 2025.
- KMP Plumbing, LLC shall pour a building foundation acceptable to the City's building official on or before February 28, 2026.
- KMP Plumbing, LLC, to complete the construction of the facility with a capital investment of at least \$6 million dollars by October 31, 2026.
- The Company shall operate the Facility as a plumbing, heating, and air business and distributor and maintain the Facility as its sole corporate headquarters for at least five (5) years after the issuance of a Certificate of Occupancy for the Facility.
- Within forty-five (45) days of the issuance of a Certificate of Occupancy for the Facility, the Company shall have at least seventy (70) FTEs at the Facility, and no later than the expiration of the Term, the Company shall have hired the additional 30 new FTE's at the facility.



EDC Incentive Obligations

- The 4A to issue a cash grant in the amount of \$400,000 once the prospect has received the building permit for the development.
- The 4A to issue a cash grant in the amount of \$400,000 once the prospect has poured and completed city inspection of the foundations of the building.
- The 4A to issue a cash grant in the amount of \$400,000 once the developer receives the certificate of occupancy for the building.
- The 4A to reimburse any and all development fees excluding impact fees up to \$100,000 after the Certificate of Occupancy is issued.
- The 4A to issue a cash grant in the amount of \$200,000 once the developer hires an additional 30 full time employees.



**Economic
Development**

Project Mario Bros Summary

	2024 Year 1	2025 Year 2	2026 Year 3	2027 Year 4	2028 Year 5	2029 Year 6	2030 Year 7	2031 Year 8	2032 Year 9	2033 Year 10
CAPEX	\$ 6,600,000.00	\$ 6,798,000.00	\$ 7,001,940.00	\$ 7,211,998.20	\$ 7,428,358.15	\$ 7,651,208.89	\$ 7,880,745.16	\$ 8,117,167.51	\$ 8,360,682.54	\$ 8,611,503.01
Appraised Value (70% of CAPEX)	\$ 4,620,000.00	\$ 4,758,600.00	\$ 4,901,358.00	\$ 5,048,398.74	\$ 5,199,850.70	\$ 5,355,846.22	\$ 5,516,521.61	\$ 5,682,017.26	\$ 5,852,477.78	\$ 6,028,052.11
Revenue										
	\$ 1,200,000.00									
Sales Tax	\$ 120,000.00	\$ 123,600.00	\$ 127,308.00	\$ 131,127.24	\$ 135,061.06	\$ 139,112.89	\$ 143,286.28	\$ 147,584.86	\$ 152,012.41	\$ 156,572.78
Property Tax	\$ 33,264.00	\$ 34,261.92	\$ 35,289.78	\$ 36,348.47	\$ 37,438.93	\$ 38,562.09	\$ 39,718.96	\$ 40,910.52	\$ 42,137.84	\$ 43,401.98
Expenses										
Sales Rebate										
Site Improvements										
Demo & Env.										
	\$ (400,000.00)	\$ (400,000.00)	\$ (400,000.00)	\$ (100,000.00)	\$ (200,000.00)					
Annual	\$ 953,264.00	\$ (242,138.08)	\$ (237,402.22)	\$ 67,475.71	\$ (27,500.02)	\$ 177,674.98	\$ 183,005.23	\$ 188,495.39	\$ 194,150.25	\$ 199,974.76
Cumulative		\$ 711,125.92	\$ 473,723.70	\$ 541,199.41	\$ 513,699.39	\$ 691,374.37	\$ 874,379.60	\$ 1,062,874.99	\$ 1,257,025.24	\$ 1,457,000.00

10yr ROI
97%
20yr ROI
255%

Recommendation

- **Approve the Performance Agreement with KMP Plumbing, LLC to develop a new service center and corporate headquarters at Highpoint Business Park.**
- Deny the Performance Agreement with KMP Plumbing, LLC.
- **Approve the resolution authorizing the land sale contract**
- Deny the resolution
- Questions?



ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT

This Economic Development and Performance Agreement (this "Agreement") is entered into as of 2-27-25 (the "Effective Date") by and between The Burleson 4A Economic Development Corporation ("EDC"), a Texas municipal development corporation, and KMP Plumbing, LLC, a Texas limited liability company (the "Company").

RECITALS

WHEREAS, EDC is created pursuant to the Development Corporation Act of 1979, as amended, codified as Subtitle C1 of Title 12 of the Texas Local Government Code (the "Act");

WHEREAS, the Company intends to enter into a real estate purchase agreement (the "Land Purchase Agreement"), under which the Company would acquire the Land;

WHEREAS, the Company currently employs seventy-three (73) people and intends to add thirty (30) new employees;

WHEREAS, the Company contemplates establishing the Facility on the Land, consisting of the Improvements and the Equipment, as the same may exist from time to time and relocating its existing plumbing, heating, and air business to the Facility;

WHEREAS, the Company seeks to acquire the Land and proposes to construct and operate the Facility on the Land for the Project;

WHEREAS, EDC has determined that the Project will create primary jobs, as defined in Section 501.002(12) of the Act, and that EDC's expenditures under this Agreement are appropriate and necessary for the development of a new industrial enterprise, falling within the meaning of a "project" as set forth in Section 501.101 of the Act;

WHEREAS, EDC has determined that the Project will bring substantial economic benefits and create new employment opportunities for the City, and therefore desires for the Company to construct the Improvements and operate the Project within the City;

WHEREAS, the Project is expected to increase the taxable value within the City, and is anticipated to directly and indirectly contribute to the creation of additional jobs throughout the City;

WHEREAS, the value of the anticipated benefits of the Project is expected to exceed the expenditures required of EDC under this Agreement;

WHEREAS, EDC represents that the Land is not owned or leased by any member of the EDC, Burleson City Council, or any member of the City Planning and Zoning Commission; and

WHEREAS, to induce the Project within the City, EDC desires to provide certain incentives, as set forth herein, to promote economic development and encourage the Company to potentially locate and operate the Project in the City.

NOW, THEREFORE, in consideration of the recitals above and 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 therefore agree as follows:

ARTICLE 1. **DEFINITIONS**

"Act" has the meaning set forth in the recitals.

"Act of Default" has the meaning set forth in Section 7.01.

"Affiliate" means an entity that directly controls, is directly controlled by, or is under common control with the Company, including, but not limited to 1451, LLC, a Texas limited liability company.

"Agreement" has the meaning set forth in the preamble.

"Capital Investment" means and shall include all costs incurred by the Company relating to the construction of the Improvements, including the actual construction costs, delivery, installation and other costs of all buildings, structures, infrastructure, fixed machinery and equipment, utilities, landscaping and other onsite and offsite improvements, including, without limitation all labor and materials costs, engineering costs, surveying costs, fees of legal and non-legal consultants, designers and other professionals, technical analysis fees, landscape design fees, platting fees, geotechnical investigation fees, and construction material testing fees. The term Capital Investment shall not include costs for financing the construction or marketing of the Land and Improvements.

"Certificate of Occupancy" means the document issued by the City certifying the Facility is in compliance with applicable building codes and other laws and indicating it to be a condition suitable for occupying.

"City" means the City of Burleson, a Texas municipal corporation of the Counties of Johnson and Tarrant, State of Texas.

"Company" has the meaning set forth in the preamble.

"Default Notice" has the meaning set forth in Section 7.01.

"EDC" has the meaning set forth in the preamble.

"EDC Incentive" and "EDC Incentives" have the meaning set forth in Section 5.01.

"Effective Date" has the meaning set forth in the preamble.

"Equipment" means all trade fixtures, machinery, equipment, furniture, furnishing and other tangible or personal property located on the Land and used, directly or indirectly, in connection with the operation of the Facility.

"Facility" means a corporate headquarters and warehouse facility comprised of at least 20,000 square feet constructed on the Land and substantially meeting the specifications and depictions set forth in Exhibit A.

"FTE" means either an employee working a schedule of forty (40) or more hours per week, or a combination of two (2) or more part-time employees whose total weekly hours equal at least forty (40) hours.

"Impositions" mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or any property or any business owned by the Company within the City.

"Improvements" mean the development of and the acquisition, construction and installation of buildings, structures, fixture, improvements, and alterations or any other tangible property at any time in the future constructed or placed on the Land for the Project to include the Facility.

"Land" means the real property consisting of approximately seven (7) acres and located in the HighPoint Business Park in the City, as further described in Exhibit B.

"Land Purchase Agreement" means that document attached hereto as Exhibit C setting forth the rights and obligations of the Company and the EDC with regard to the sale of the Land to 1451, LLC, an Affiliate of Company.

"Project" means the construction of a 20,000 square foot corporate headquarters and warehouse facility to be operated by the Company as a plumbing, heating, and air business on the Land.

"Qualified FTE" means either an employee working a schedule of forty (40) or more hours per week, or a combination of two (2) or more part-time employees whose total weekly hours equal at least forty (40) hours in the 551 - Management of Companies and Enterprises sector, as defined by the North American Industry Classification System (NAICS) and shall include (i) "covered employees" hired through "professional employer services" (as each such a term is defined in Texas Labor Code § 91.001); (ii) "common workers" hired through a "temporary common worker employer" (as each such a term is defined in Texas Labor Code § 92.002); and (iii) "temporary employees" hired through

"temporary employment services" (as each such a term is defined in Texas Labor Code § 93.001).

"Term" has the meaning set forth in Section 3.01.

ARTICLE 2. AUTHORIZATION

2.01 EDC finds and determines that this Agreement is authorized and governed by the Act.

ARTICLE 3. TERM

3.01 The term of this Agreement (the "Term") shall commence on the Effective Date and terminate on the five (5) year anniversary of the issuance of a Certificate of Occupancy.

ARTICLE 4. COVENANTS OF THE COMPANY

4.01 Covenants Regarding Development and Operations. In consideration of this Agreement, the Company agrees to the following covenants:

- (A) The Company shall execute the Land Purchase Agreement no later than February 28, 2025;
- (B) The Company shall submit the building and civil plans for the Facility on or before June 30, 2025;
- (C) The Company shall commence the construction of the Facility on or before October 31, 2025;
- (D) The Company shall pour a building foundation acceptable to the City's building official on or before February 28, 2026;
- (E) The Company shall obtain the Certificate of Occupancy for the Facility on or before October 31, 2026 with a Capital Investment for the construction and installation of the Facility in the amount of at least Six Million Dollars (\$6,000,000);
- (F) The Company shall design and construct the Improvements in conformance with the criteria and development standards set forth in this Agreement and the ordinances of the City, as well as applicable federal and state laws;
- (G) The Company shall operate the Facility as a plumbing, heating, and air business and distributor and maintain the Facility as its sole corporate

headquarters for at least five (5) years after the issuance of a Certificate of Occupancy for the Facility;

- (H) Within forty-five (45) days of the issuance of a Certificate of Occupancy for the Facility, the Company shall have at least seventy (70) FTEs at the Facility, and no later than the expiration of the Term, the Company shall have at least thirty (30) or more FTEs for a total of one hundred (100) FTEs;
- (I) The Company shall be responsible for the construction of the Improvements and the maintenance of the Improvements and the Land;
- (J) The Company shall be solely responsible for the design and construction of the Improvements and comply with all subdivision regulations, building codes, and other ordinances of the City applicable to the Improvements; and
- (K) The Company shall remain current on all Impositions, provided that it retains the right to appeal any such Impositions in accordance with applicable law and shall have the right to cure any delinquency within the legally permissible time frame.

4.02 Verification of Capital Investment. Within thirty (30) days following the receipt of a Certificate of Occupancy for the Facility, the Company shall provide written verification to EDC for the Facility that the Capital Investment made by the Company for the Facility satisfied the requirements set forth in Section 4.01(E).

4.03 Land Purchase Agreement Extension. EDC and the Company hereby acknowledge that Section 11.A. of the Land Purchase Agreement provides both Parties the option to postpone the closing of the Land Purchase Agreement, provided that such postponement shall not be more than thirty (30) days, absent written agreement by the Parties. Accordingly, the Parties hereby agree that upon such postponement, all dates set forth in this Article 4 which occur after the closing of the Land Purchase Agreement shall be automatically extended by the same number of days the closing is postponed under the Land Purchase Agreement.

ARTICLE 5.

INCENTIVES PROVIDED BY THE EDC TO THE COMPANY

5.01 Subject to and contingent upon the Company's compliance with its covenants set forth in Article 4, EDC shall provide the Company with certain cash incentives by depositing the funds into the Company's designated bank account, according to the schedule set forth below (each such cash incentive, "EDC Incentive," and, collectively, the "EDC Incentives"):

- (A) Upon the Company's receipt of the building permit for the Facility, EDC shall provide the Company with a cash grant of Four Hundred Thousand Dollars (\$400,000);

- (B) Upon the City's completion of the inspection and approval of the foundation for the Facility, EDC shall provide the Company with a cash grant of Four Hundred Thousand Dollars (\$400,000);
- (C) Upon the Company's receipt of the Certificate of Occupancy for the Facility, EDC shall provide the Company with a cash grant of Four Hundred Thousand Dollars (\$400,000);
- (D) Upon the Company's full payment of all applicable fees imposed by the City related to the construction of the Improvements, EDC shall provide the Company with a cash grant to reimburse up to One Hundred Thousand Dollars (\$100,000) of such fees, not including impact fees; and
- (E) Upon the Company providing written proof that it is in compliance with the employment requirement set forth in Section 4.01(H), the EDC shall provide the Company with a cash grant of Two Hundred Thousand Dollars (\$200,000).

ARTICLE 6.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

- 6.01 The Company hereby represents and warrants to EDC that it has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement, that the execution and delivery of this Agreement has been duly authorized by all necessary action by the Company and that this Agreement constitutes the legal, valid, and binding obligation of the Company, and is enforceable in accordance with its terms and provisions.
- 6.02 The Company shall comply with all applicable federal, state, and local laws in connection with the establishment and operations of the Project.
- 6.03 During the Term, the Company does not and will not knowingly employ any unauthorized alien (as such a term is defined in 8 U.S.C. Section 1324a(f)) at the Project. If, during the Term, the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), provided all appeals have been exhausted, the Company shall repay the amount of the total amount of the EDC Incentives it received under this Agreement during the period for which it is convicted of such violation within one hundred twenty (120) business days after the date EDC notifies the Company of such conviction, plus interest at the rate that is equal to the interest rate of the bonded indebtedness of EDC issued immediately prior to such a conviction, or, if no such bonded indebtedness exists, at a rate equal to the then-prevailing market rate for municipal obligations in the State of Texas as determined by an independent financial advisor selected by the parties.

**ARTICLE 7.
DEFAULT AND REMEDIES**

7.01 Default by the Company.

- (A) In the event (i) the Company fails to fulfill its obligations under Article 4 of this Agreement; (ii) the Company has delinquent Impositions owed to the City (subject to the Company's timely protest and/or contest against any such taxes); or (iii) the Company materially breaches any of the material terms and conditions of this Agreement, then the Company after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In such an event, EDC shall give the Company written notice of such breach and/or default (the "Default Notice"), specifying with particularity the nature of any breach or default (each, an "Act of Default"). If the Company does not cure such Act of Default within ninety (90) days after receipt of the Default Notice, in addition to other sanctions and remedies for Act of Default set forth in this Article 7, EDC may terminate this Agreement by a thirty (30) days' advance written notice to the Company, and EDC shall have no further obligation to the Company under this Agreement. Notwithstanding the above, if such Act of Default cannot be cured by reasonably diligent efforts within ninety (90) days of the Default Notice, then the Company shall have an additional ninety (90) days to cure such Act of Default so long as the Company promptly initiates and diligently and continuously attempts to cure the same.
- (B) In the event the Company is in violation of its covenant in Section 4.01(C), (D), or (E), beyond the expiration of any applicable notice and cure period, except in the case of force majeure, the Company shall repay all EDC Incentives disbursed up to that date within thirty (30) days of the violation, and EDC may terminate this Agreement at its discretion.

7.02 No waiver of any breach of any terms or conditions of this Agreement by the Company or the EDC shall be construed to waive any subsequent breach of the same or any other terms or conditions of this Agreement.

**ARTICLE 8.
VENUE AND GOVERNING LAW**

8.01 This Agreement is fully performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. To the extent permitted by law, the substantive 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 courts in Johnson County, Texas.

**ARTICLE 9.
FORCE MAJEURE**

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9.01 In no event shall the Company be responsible for or liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of God, unusually adverse weather or soil conditions, fires, earthquake, tornado, hurricane, floods or other types of natural catastrophes, explosions, accidents, condemnation, strike, slowdowns or work stoppages, lockout, civil or military disorder or disturbances, act of war or terrorism or threat thereof, riot, insurrection, civil commotion, epidemic, pandemic, quarantine, generalized lack of availability of raw materials or energy, and loss or malfunction of utilities or communication services; shortage or delay in shipment of materials or fuel occasioned by any event referenced herein; it being understood that the Company shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

ARTICLE 10.

GIFT TO PUBLIC SERVANT OR TO THE COMPANY'S REPRESENTATIVE

- 10.01 No Benefit. Each party 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 any employee, director or official of the other party. For purposes of this Section 10.01, "benefit" means anything reasonably regarded as economic advantage, including advantage conferred on a person in whose welfare the beneficiary has an interest, but does not include a contribution or expenditure made and reported in accordance with law.
- 10.02 Right of Reimbursement. In addition to any other legal remedies available to EDC, EDC reserves the right to seek reimbursement for any expenditure made to the Company as a result of the Company's violation of Section 10.01 upon the Company's conviction of such violation by a court of last resort, provided, however, that any such reimbursement shall be proportionate to the amount directly attributable to the improper benefit in relation to the overall benefits received by the Company under this Agreement.

ARTICLE 11.

INDEMNIFICATION

- 11.01 **THE COMPANY EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS EDC, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF THE COMPANY OR ITS AGENTS, OR EMPLOYEES, ARISING IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER SECTION 4.01 OF THIS AGREEMENT. NOTHING CONTAINED HEREIN SHALL REQUIRE THE COMPANY TO INDEMNIFY EDC OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND ATTORNEYS OF EDC FOR ANY CLAIM OR LIABILITY RESULTING FROM EDC'S OR ANY SUCH OFFICER, DIRECTOR, AGENT, EMPLOYEE OR ATTORNEY FOR ITS OWN WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City and EDC (including its past, present and future officers, elected officials, directors, employees and agents of EDC and the City) do not assume any responsibility to any third party in connection with Company's construction of the development.
- 11.02 Nothing in this Agreement may be construed as waiving any governmental immunity available to EDC under the state law.

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- 11.03 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. EDC, its past, present and future officers, elected officials, directors, employees and agents do not assume any responsibility to any third party in connection with the Company's construction of the Improvements.

ARTICLE 12. **ROUGH PROPORTIONALITY**

- 12.01 The Company acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation and dedication, including the platting process of the Land, which may require the Company to dedicate certain easements, are related both in nature and extent to the impact of the Improvements. The Company waives and releases all claims against EDC related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Improvements.

ARTICLE 13. **MISCELLANEOUS MATTERS**

- 13.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make commercially reasonable efforts to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued mutual cooperation.
- 13.02 Governing Law. This Agreement is subject to and in accordance with the Burleson Home Rule Charter and ordinances of the City, as amended, and all state and federal laws.
- 13.03 Interpretation. Each party acknowledges that it has been represented by counsel of its own choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, the terms will be interpreted in a fair and reasonable manner, without any presumption or rule of construction being applied in favor of or against any party based on the drafting of this Agreement.
- 13.04 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.
- 13.05 Attorney's Fees. If any legal action or proceeding is commenced between EDC and the Company to enforce the provisions of this Agreement or to recover damages for its breach, the prevailing party in the legal action will be entitled to

recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

- 13.06 Sections or Other Headings. 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.
- 13.07 Entire 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 this 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.
- 13.08 Notice. Any request, demand, authorization, direction, notice, consent or other document provided or permitted by this Agreement to be made upon, given, furnished, served, or filed with a party 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; (ii) sent by a nationally recognized overnight courier service; (iii) delivered by United States certified mail, return receipt requested, postage prepaid; or (iv) transmitted by electric mail (provided that a copy of such transmittal is also delivered in accordance with (i), (ii) or (iii) herein). All notices shall be addressed to the respective party at its address or email address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally, (b) one business day after depositing with such an overnight courier service or (c) two business days after deposit in the United States 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 Section 13.08.

Company: KMP Plumbing, LLC
Attention: Rustin Mayse
1451 Heritage Parkway
Mansfield, Texas 76063
Email: rustinmayse@kmpcorp.com

With a copy to: Brackett & Ellis, P.C.
Attention: Amanda B. Hernandez
100 Main Street
Fort Worth, Texas 76102
Email: ahernandez@belaw.com

EDC: The Burleson 4A Economic Development Corporation
Attention: City Manager
141 W Renfro Street
Burleson, Texas 76028

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
(817) 332-2580

- 13.09 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the Company and EDC.
- 13.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and shall be enforced as if the invalid, illegal, or unenforceable provision had never been included. The parties further agree that, if practicable, a valid, legal, and enforceable provision shall be substituted for the invalid, illegal, or unenforceable provision, which most closely reflects the parties' original intent.
- 13.11 Texas Government Code Verifications. The Company represents and warrants 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 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.
- 13.12 Assignment. EDC Incentives and any other benefits provided to the Company under this Agreement shall vest in the Company and may not be assigned to a third party, in whole or in part, without the prior written consent or approval of EDC, which consent and approval, as applicable, shall not be unreasonably denied, withheld or delayed. If the Company sells, assigns or leases all or a portion of the Land to a third party without obtaining such approval, EDC may, upon ten (10) days' advance written notice to the Company, terminate this Agreement solely with respect to the EDC Incentive applicable to the portion of the Land sold, assigned or leased to the third party. Notwithstanding the foregoing, the Company may assign this Agreement and any benefits there under, including EDC Incentives, to

any Affiliate without EDC's prior consent, provided that such Affiliate owns and operates the Project after the assignment. The Company shall provide EDC with written notice of such assignment to an Affiliate within ten (10) days of the assignment.

13.13 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

13.14 Ratification by the City Council Required. EDC's action to enter into this Agreement is subject to the approval of the City Council of the City. This Agreement shall not be effective until such Agreement is signed by the parties and the City Council of the City ratifies EDC's action to enter into this Agreement.

[Signature Pages Follow]

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

**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 _____, 2025, by _____, known personally by me to be the _____ of Burleson 4A Economic Development Corporation, on behalf of said corporation.

[Notary Seal]

Notary Public, State of Texas

KMP PLUMBING, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: _____

Name: Rustin Mayse
Title: owner

Date: 2-27-25

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on FEBRUARY 21st, 2025 by RUSTIN MAYSE, known personally by me to be the OWNER of KMP Plumbing, LLC, a Texas limited liability company, on behalf of said company.

[Notary Seal]

Notary Public, State of Texas



[Signature Page to Economic Development and Performance Agreement]

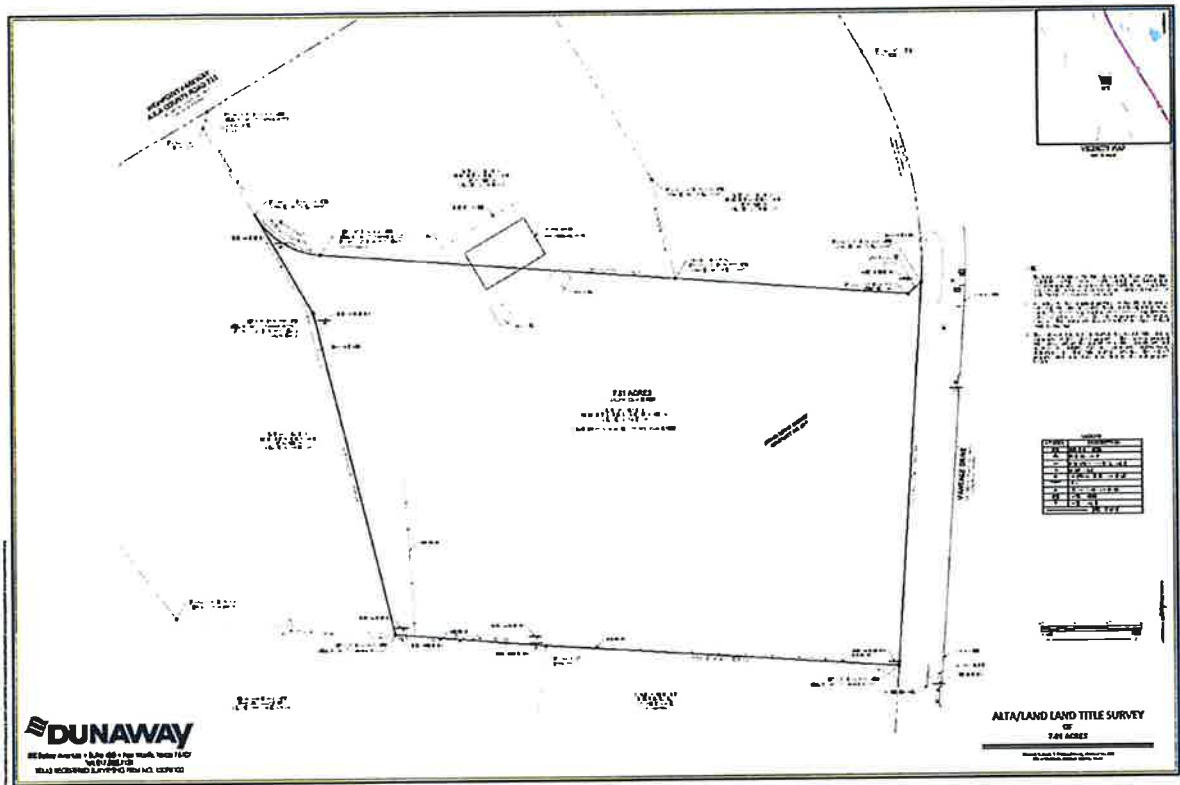
Exhibit A

Project Depiction

Exhibit B

Legal Description of Land

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the Plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.



[Exhibit to Economic Development and Performance Agreement]

Exhibit C

Land Purchase Agreement

1843225-v1/17612-003000

REAL ESTATE PURCHASE AGREEMENT

1. CONTRACT TO SELL AND PURCHASE.

The Burleson 4A Economic Development Corporation, a Texas municipal development corporation organized under the laws of the State of Texas (hereinafter "Seller"), hereby agrees to sell and convey to 1451, LLC, a Texas limited liability company (hereinafter "Purchaser"), individually a "Party," and collectively "Parties," fee simple absolute title to the following real property:

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the Plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

hereinafter the "Land," on the terms and conditions provided in this Real Estate Contract of Sale (the "Contract"), and Purchaser hereby agrees to purchase and pay for said Property on the terms and conditions provided herein.

2. PROPERTY TO BE CONVEYED.

The Land to be conveyed is generally shown on the attached preliminary survey Exhibit A and is more particularly described on the legal description attached hereto as Exhibit B, together with Grantor's rights, title, and interest in and to adjacent streets, easements, alleys, rights-of-way, and any adjacent strips or gores of real estate, together with all and singular the rights, privileges and easements appurtenant thereto, and all water, wastewater and other utility rights relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Property, in each case to the extent assignable (the "Ancillary Rights") (collectively, the Land and the Ancillary Rights, are the "Property").

Seller and Purchaser acknowledge that the description of the Property contained in Exhibit A of this Contract may be technically and legally insufficient for purposes of supporting an action for specific performance or other enforcement hereof. Seller and Purchaser confirm to one another that, notwithstanding such insufficiency, they desire to proceed to create this Contract and anticipate that Purchaser will obtain a Survey of the Property pursuant to this Contract. Therefore, since the parties are desirous of executing this Contract and further desire to provide certain rights to demand and successfully enforce performance, and to ensure that such rights are not precluded due to the legal description of the Property contained in Exhibit A, Seller and Purchaser agree that (a) they are experienced in transactions of the nature provided for in this

Page 1 of 23

Contract; (b) in fact, they specifically are familiar with the location of the Property that is the subject of this Contract; and (c) upon completion of, and mutual approval of, the Survey, the new legal description of the Property contained therein shall automatically be substituted for the legal description attached as **Exhibit A** to this Contract and shall also be the legal description used in the special warranty deed conveying the Property. Upon completion and approval of the Survey and as a condition to closing, Seller shall file an amendment to the plat of the Property recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas, to correct the acreage and description of the Property.

3. CONSIDERATION.

The consideration for the purchase of the Property is One Million, Two Hundred Thousand Dollars and no cents (\$1,200,000.00) (the "Purchase Price") payable in cash at closing. In addition, the Parties contemplate that KMP Plumbing, LLC ("KMP") which is a parent or affiliate company of Purchaser, and the Seller entering into an Economic Development and Performance Agreement, described in Section 14.

4. EARNEST MONEY.

Within two (2) business days after the Effective Date of this Contract, as defined in Section 15.A, Purchaser shall deliver the sum of Fifty Thousand Dollars and no cents (\$50,000.00) to Truly Title of Burleson, 101 NW Ellison Street, Unit 105, Burleson, Texas 76028 ("the Title Company") to be held by the Title Company as Earnest Money (herein so called) pursuant to the terms of this Contract.

5. SURVEY AND TITLE BINDER.

A. Purchaser may, at Purchaser's option, obtain a survey of the Property, to be prepared by a Registered Professional Engineer or Surveyor. Seller shall reasonably cooperate with Purchaser and such Professional Engineer or Surveyor by permitting access to the Property, and by providing any copies of previous surveys, maps, plats, deeds, and other documents in Purchaser's possession affecting or bearing upon the Property, but provision of such documents shall in no way constitute any warranty, representation, or contractual commitment by Seller.

B. Within ten (10) days after the Effective Date of this Contract, Seller shall provide to Purchaser, at Seller's expense:

(1) A title commitment ("Title Binder") covering the Property, binding the Title Company to issue a Texas Owner's Policy of Title Insurance on the standard form of policy prescribed by the Texas State Board of Insurance at the closing in the full amount of the purchase price, and

(2) True, correct, and legible copies of any and all instruments referred to in the Title Binder as constituting encumbrances, exceptions or restrictions upon the title of Seller.

6. FEASIBILITY PERIOD.

A. Purchaser will have ninety calendar (90) days after the Effective Date (the "Inspection and Feasibility Period") to seek any desired re-zoning or other processes to accommodate Purchaser's development plans, and to inspect the Property and conduct inspections, studies, tests and examinations on the Property, including, without limitation: (a) core borings; (b) environmental and architectural tests and investigations; (c) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (d) examination of documents relating to the condition of the Property. Purchaser and Purchaser's agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller, for purposes of conducting such inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser's expense and risk. Prior to conducting such inspections, studies, tests, or examinations, Purchaser shall notify Seller in writing of Purchaser's intent to such inspections, studies, tests, or examinations, shall provide Seller with the name and address of any contractor retained to conduct such inspections, studies, tests, or examinations, and provide evidence of liability insurance in form and limits reasonably satisfactory to Seller issued by an insurance company licensed in the State of Texas. In the event that Purchaser elects to terminate this Contract for any reason, Purchaser agrees to repair any damage to the Property caused by Purchaser or its agents, employees, consultants or contractors in connection with Purchaser's inspections, studies, tests and examinations. **PURCHASER AGREES TO, AND DOES HEREBY, INDEMNIFY SELLER AGAINST ANY CLAIMS TO THE EXTENT SUCH CLAIMS ARISE DUE TO ANY ACTIONS BY PURCHASER OR PURCHASER'S AGENTS, EMPLOYEES, CONSULTANTS AND CONTRACTORS IN CONNECTION WITH THEIR ENTRY UPON THE PROPERTY; PROVIDED, HOWEVER, THAT SUCH INDEMNIFICATION OBLIGATIONS SHALL NOT EXTEND TO ANY CLAIM FOR LIABILITY TO THE EXTENT ARISING OUT OF ANY PRE-EXISTING CONDITIONS THAT ARE MERELY DISCOVERED BY PURCHASER AND NOT CAUSED OR EXACERBATED BY PURCHASER.**

B. As consideration for Seller agreeing to provide Purchaser the Feasibility and Inspection Period to conduct inspections, studies, tests and examinations on the Property and to seek any necessary re-zoning, within two (2) business days after the Effective Date of this Contract, Purchaser shall deliver directly to Seller the sum of One Hundred Dollars and no cents (\$100.00) (referred to herein as the "Feasibility Option Payment"). This payment is separate from the Earnest Money payment described

above. In the event Purchaser chooses not to proceed to closing, the Earnest Money payment shall be refunded by Seller.

7. TITLE AND SURVEY APPROVAL PERIOD.

Purchaser shall have twenty (20) calendar days after the receipt of an acceptable survey and Title Binder, and the instruments giving rise to the title encumbrances, exceptions or restrictions upon the Title of Seller, in which to review them and to advise Seller that Seller's Title is or is not acceptable to Purchaser. Any item to which Purchaser does not timely object will be deemed a "Permitted Exception," provided, however, that Purchaser will be deemed to have timely objected to any items the Title Company identifies as to be released upon closing if such item is not actually released. If Title exceptions exist, to which Purchaser timely objects, Seller may, at Seller's discretion, undertake to cause those exceptions to be cured and/or removed from the Title Binder within ten (10) calendar days (the "Cure Period") after such notice to Seller. In the event such exceptions to Title are not cured within the Cure Period, Purchaser may elect, as Purchaser's sole remedy, to terminate this Contract by giving written notice to Seller within ten (10) days after expiration of the Cure Period. In the event of such termination, the Earnest Money will be refunded to Purchaser, and the Parties will have no further obligation to each other. In the event that Purchaser does not terminate this Contract by giving written notice to Seller within ten (10) days after expiration of the Cure Period, Purchaser shall be deemed to have accepted the Title subject to the exceptions as are shown in the Title Commitment and Survey, and to have waived any objection to such exceptions, except for any deeds of trust, liens, security interests or other monetary encumbrances, whether or not Purchaser objects to such items in any notices to Seller.

If at any time prior to closing, the Title Company shall issue any one or more supplemental reports to the Title Binder (each, a "Supplemental Report") disclosing any additional or modified exceptions to title to the Property (a "Supplemental Defect"), Seller shall be obligated to remove or cause the removal of such Supplemental Defect(s) at or prior to closing, whether or not Purchaser affirmatively disapproves of such items in any notice to Seller, and any failure by Seller to do so shall be a default hereunder.

8. SELLER'S REPRESENTATIONS.

Seller hereby represents and warrants that the representations and warranties of Seller, set forth in Sections A through L below, are true and correct in all material respects as of the date hereof, and shall be true and correct in all material respects as of the Closing Date, as defined below in Section 11.A. All the representations and warranties shall survive the closing for a period of twelve (12) months.

A. No Actions. To Seller's actual knowledge, there are no pending or threatened lawsuits, condemnation actions or other proceedings affecting the Property.

B. No Contracts. Seller has obtained all member consents necessary in connection with Seller's execution and delivery of this Contract. There are no contracts affecting the Property that will survive the closing.

C. Condition of Property. Prior to the closing Date, Seller shall maintain the Property in the same state of repair as of the Effective Date.

D. No Adverse Claims. Seller has received no written notice alleging an adverse claim in or to the Property by any person or persons.

E. Parties in Possession. There are no other parties in possession of the Property or any portion thereof, and no Party has been granted any license, lease or other right relating to the use or possession of the Property that will survive the closing other than easements currently filed of record or that may be shown on the final plat.

F. No Violations. Seller has received no notice of, nor does Seller have any actual knowledge of, a violation of any law or governmental regulation, restrictive covenant or other requirement affecting the Property.

G. Ownership of Property. Seller is the owner of the Property, has title to the Property, and has full power and authority to enter into and perform its obligations under this Contract in accordance with its terms.

H. Authority to Bind. The individual executing this Contract on behalf of Seller is authorized to do so and, upon executing this Contract, this Contract shall be binding and enforceable upon Seller in accordance with its terms.

I. Leases; Options. There are no outstanding written or oral leases in any way affecting the Property, and no person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, right of first refusal, contract, or otherwise) who may prevent or interfere with Purchaser taking title to, and exclusive possession of, all of the Property at closing, other than as set forth in easements currently filed of record.

J. No Notices. Seller has not received any notice of and, to Seller's actual knowledge, there are no (i) proposed special assessments, condemnations or changes in the roads adjacent to the Property; (ii) pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel.

K. Litigation. To Seller's actual knowledge, there is no pending or threatened litigation, arbitration, administrative action or examination, claim or demand whatsoever relating to the Property, and no attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller of the Property or contemplated by Seller.

L. Hazardous Materials. Seller represents that Seller has no actual knowledge of, and has not received notice of, any inquiries or investigations by any governmental authority or third-party with respect to, the presence of hazardous materials on the Property or the migration of hazardous materials or environmental contamination on or under the Property, or any notices of the presence of such materials or contamination on or under the Property, or the violation of any laws, ordinances or regulations regarding the presence of such materials or contamination on or under the Property.

Seller shall fully disclose to Purchaser, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the Closing Date that may affect the representations and warranties set forth above.

9. PURCHASER'S REPRESENTATIONS.

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

A. Authority. Purchaser is a resident of or 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.

B. 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.

10. SPECIAL ASSESSMENTS.

A. 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.

B. 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.

11. CLOSING.

A. The closing of this Contract shall be held on June 1, 2025, at the offices of the Title Company at its address stated above; provided, however, that 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, provided that such postponed date shall not be more than thirty (30) days after the Closing Date specified above, absent written agreement by the Parties.

B. At the closing, Seller shall deliver to Purchaser at Seller's expense: (i) a special warranty deed conveying the Property according to the legal descriptions attached hereto or as prepared by the surveyor as shown on the survey of the Property; (ii) to ensure the public purposes and performance obligations of the Economic Development and Performance Agreement are satisfied in compliance with Texas law, the special warranty deed shall include a right to repurchase to the Seller conditioned upon KMP's obligation to pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026; and (iii) exclusive possession of the Property.

C. At the closing, Purchaser shall deliver to Seller the Purchase Price in cash or certified funds, less the Earnest Money, which the Title Company shall deliver to Seller as a credit against the Purchase Price.

D. The Title Company shall issue and present to Purchaser, at Seller's expense, an Owner's Title Policy issued by the underwriter for the Title Company pursuant to the Title Binder, subject only to the permitted exceptions, insuring good and indefeasible title to the Property vested in Purchaser in the full amount of the total Purchase Price of the Property, free and clear of all liens and encumbrances, except those matters accepted or waived by Purchaser, as provided herein.

E. Seller shall bear the costs for any required tax statements and reports, the costs for preparation and filing of the special warranty deed, the Title Policy, and any required releases of liens. Purchaser shall bear the costs for the Survey. Seller and Purchaser shall bear equally the costs of any escrow fees, courier and delivery fees,

and copy and reproduction fees. Except as provided otherwise herein, Purchaser and Seller shall bear all remaining closing costs in equal shares.

F. Interest, ad valorem taxes, and any other assessments or fees for the then-current year shall be prorated at the closing, effective as of the Closing Date, provided that since Seller is a tax-exempt organization, Seller will not be required to pay any taxes at closing. Rather, the Parties shall authorize and instruct the Title Company to inform the appropriate taxing authorities of the transaction and Seller's tax-exempt status, and the Title Company shall, if appropriate, collect any prorated taxes only from Purchaser. If the closing occurs before any tax rate or assessment is fixed for the year of the closing, the apportionment of the taxes will be upon the basis of the rate for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the closing will be adjusted equitably upon receipt of a written statement of the actual amount. If this sale or Purchaser's use of the Property after closing results in the assessment of additional taxes for periods prior to closing, such additional taxes shall be the obligation of Seller, except where exempt, provided, however, under no circumstances shall Purchaser have any obligation for such taxes, interest or penalties. This provision will survive the closing.

G. Foreign Person Notification. If Seller is a foreign person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser or the Title Company a non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. The required affidavit from Seller will include: (1) a statement that Seller is not a foreign person; (2) the U. S. taxpayer identification number of Seller; and (3) any other information required by Section 1445 of the Internal Revenue Code or other applicable law or regulation.

12. TERMINATION.

If this Contract is terminated by Purchaser as permitted herein pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Parties shall have no further obligation one to the other, except as otherwise provided herein. If Purchaser elects to so terminate, and if such termination is not due to any default by Seller, if the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser must restore the Property to its original condition at Purchaser's expense, and except as otherwise provided herein.

13. DEFAULT.

A. If Seller shall fail to consummate this Contract for any reason, except Purchaser's default, Purchaser may enforce specific performance of this Contract or

may bring suit for damages against Seller; provided, however, that Purchaser shall not be entitled to recover any consequential damages.

B. 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, Seller shall have the right to have the Earnest Money paid to Seller as liquidated damages for the breach of this Contract as Seller's sole remedy.

14. ECONOMIC DEVELOPMENT AGREEMENT.

The development of the Property will create significant new ad valorem tax base for the City of Burleson and other taxing jurisdictions, will provide new employment opportunities, and will reduce the tax burden upon the residents of the City of Burleson. As consideration for this, the closing of this transaction is contingent upon Seller and KMP entering into an Economic Development and Performance Agreement in accordance with the Development Corporation Act of 1979, within ninety (90) days of the Effective Date of this Contract. Pursuant to the Economic Development and Performance Agreement, Purchaser is an "Affiliate" of KMP that will own and operate the Project and this Contract satisfies the conditions of Section 13.12 of the Economic Development and Performance Agreement.

15. MISCELLANEOUS PROVISIONS.

A. **Effective Date of Contract.** The term "Effective Date" of this Contract as used herein shall mean the day that this Contract has been: (1) signed by Purchaser; (2) approved by the Board of Directors of Seller; and (3) signed by the Seller. 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.

B. **Notices.** Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, addressed to the intended recipient at the addresses shown below, with a copy to such recipient's legal counsel, if the name of such legal counsel is shown below, or faxed to the facsimile transmission numbers of such persons shown on the signature page of this Contract. Any address for notice may be changed by written notice so given.

All notices required by this Contract shall be sent to:

SELLER:

The Burleson 4A Economic Development Corporation
Attention: City Manager
141 W Renfro Street
Burleson, Texas 76028
Facsimile: 817-426-9376

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
Attention: Dean Roggia
6000 Western Place, Suite 200
Fort Worth, Texas 76107
(817) 332-2580
Facsimile: 817-332-4740

PURCHASER:

1451, LLC, a Texas limited liability company
Attention: Rustin Mayse
1451 Heritage Parkway
Mansfield, Texas 76063

With a copy to:

Brackett & Ellis, P.C.
Attention: Amanda B. Hernandez
100 Main Street
Fort Worth, Texas 76102
(817) 339-2470
Email: ahernandez@belaw.com

C. **Forms.** At closing, Seller will execute, acknowledge and deliver a special warranty deed in the form attached to this Contract as **Exhibit C**.

D. **Attorney's Fees.** If either Party shall be required to employ an attorney to enforce or defend the rights of such Party herein, the prevailing Party shall be entitled to recover reasonable attorney's fees.

E. **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.

F. **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.

G. **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.

H. **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 the Contract, and that the Contract shall not be construed against the other Party, but all other rules of contract construction shall apply.

I. **Choice of Law and Place of Performance and Venue.** This Contract is to be construed under the substantive laws of the State of Texas, without regard to its choice of law rules. This Contract is to be performed entirely in Johnson County, Texas, and in the event of any dispute, venue shall be in the state courts located in Johnson County, Texas.

J. **Entire Contract.** This Contract, together with the Economic Development and Performance Agreement and any exhibits and addenda, any documents provided by Seller to Purchaser pursuant to this Contract, and any closing documents delivered at closing, constitute the entire agreement of the Parties concerning this transaction. There are no oral representations, warranties, agreements or promises pertaining to the sale of the Property by Seller to Purchaser not incorporated in this Contract, any exhibits and addenda, any documents provided by Seller to Purchaser pursuant to this Contract, or any closing documents delivered at closing.

K. **No Waiver of Default.** A failure of the non-defaulting Party to declare immediately a default shall not constitute a waiver of any provision of this Contract, unless this Contract expressly specifies a specific time for objection and a waiver upon a failure to timely object.

16. **CONTRACT AS OFFER.**

The execution of this Contract by the first Party to do so constitutes an offer to purchase or sell the Property. Unless within fifteen (15) days from the Effective Date of this Contract this Contract is accepted by the other Party and a fully executed copy is delivered to the first Party, the offer of this Contract shall be automatically revoked and terminated, and the Earnest Money, if any, shall be returned to Purchaser.

17. **CHANGE OF POSSESSION.**

Seller will deliver exclusive possession of the Property to Purchaser at closing.

18. 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 FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8 ABOVE, OR OTHERWISE PROVIDED IN THIS CONTRACT AND THE WARRANTY OF TITLE WHICH WILL BE SET FORTH IN THE DEED. EXCEPT AS SET FORTH IN THIS CONTRACT AND IN THE DEED, 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 EXCEPT AS SET FORTH IN THIS CONTRACT AND IN THE DEED, 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 EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE SET FORTH IN THE DEED, 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.

19. COMMISSIONS.

Both parties represent and warrant to each other that neither has dealt with any broker or finder in respect to the transaction contemplated hereby. Purchaser and Seller covenant and agree that each will, to the extent permitted by law, hold the other

Signed on this _____ day of _____, 2025.

BURLESON, TEXAS 4A ECONOMIC
DEVELOPMENT CORPORATION,

SELLER

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ of the Burleson 4A Economic Development
Corporation, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas
Local Government Code, 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: _____

EARNEST MONEY RECEIPT

The undersigned certifies that the above-named Purchaser has paid to Truly Title of Burleson the sum of Fifty Thousand Dollars and no cents (\$50,000.00) on this _____ day of _____, 2025.

TRULY TITLE OF BURLESON

By: _____

Name: _____

Title: _____

101 NW Ellison Street Unit 105
Burleson, Texas 76028

SIGNATURE PAGES

Seller and Purchaser have executed this Contract on the dates which follow below their respective signatures.

Signed on this 27th day of February, 2025.

1451, LLC, a Texas limited liability company,

PURCHASER

By: [Signature]
Name: Rustin Mayse
Title: Owner

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared RUSTIN MAYSE, OWNER of 1451, LLC, a Texas limited liability company, 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 27th day of FEBRUARY, 2025.

[SEAL]



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

LISA THREADGILL
Printed/Typed Name of Notary
My Commission Expires: 3/12/26

harmless from and against all liabilities, claims, demands and actions by third parties for brokerage, commission, finder's or other fees relative to negotiation or execution of this Contract, or the purchase and sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom. This paragraph shall survive any termination or closing of this Contract.

20. TEXAS REAL ESTATE LICENSING ACT.

The Texas Real Estate License Act requires a real estate agent to advise Purchaser that he should have an attorney examine an abstract of title to the Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Purchaser.

21. 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.

22. TIME OF THE ESSENCE.

Time is of the essence in this Contract of Sale.

[SIGNATURE PAGES TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

Map of Site

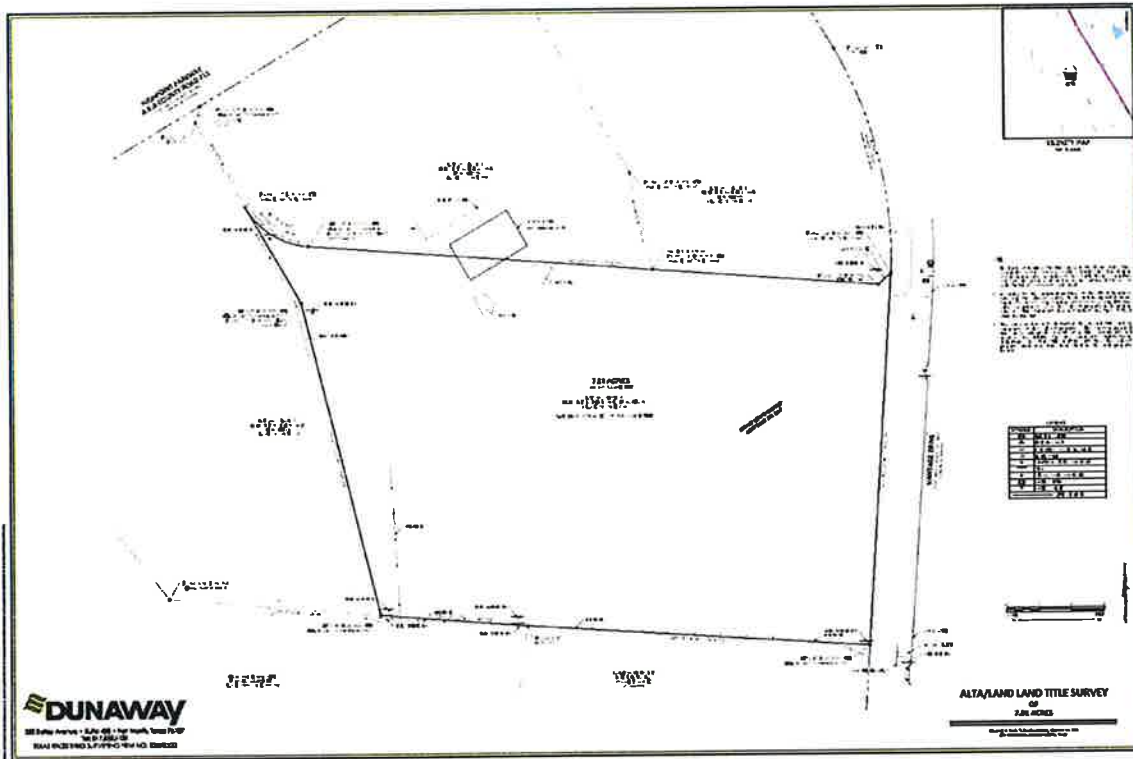


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

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 nonprofit corporation organized under Title 12, Subtitle C1 of Title 12 of the Texas Local Government Code (Chapters 501 through 505) ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by 1451, LLC, a Texas limited liability company ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations 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**, attached hereto, together with Grantor's rights, title, and interest in and to adjacent streets, easements, alleys, rights-of-way, and any adjacent strips or gores of real estate (the "**Land**"), together with all and singular the rights, privileges and easements appurtenant thereto, and all water, wastewater and other utility rights relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Property, in each case to the extent assignable (the "**Ancillary Rights**") (collectively, the Land and the Ancillary Rights, are the "**Property**").

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed within the Economic Development Performance Agreement between the Grantor and the Grantee, and any permitted encumbrances shown on **EXHIBIT B**, which is incorporated herein in its entirety.

GRANTEE IS RELYING ON GRANTEE'S OWN DUE DILIGENCE INVESTIGATION IN MAKING ITS DECISION TO PURCHASE THE PROPERTY AND HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS DEED AND THE REPRESENTATIONS AND WARRANTIES OF GRANTOR EXPRESSLY SET FORTH IN THAT CERTAIN REAL

ESTATE PURCHASE AGREEMENT DATED _____, BY AND BETWEEN GRANTOR, AS SELLER, AND GRANTEE, AS PURCHASER (THE "PURCHASE AGREEMENT"). EXCEPT AS SET FORTH IN THIS DEED AND IN THE PURCHASE AGREEMENT, THE PROPERTY IS BEING SOLD "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Right to Repurchase. Grantor and Grantee's affiliate KMP Plumbing, LLC ("**KMP**") have entered into an Economic Development and Performance Agreement executed to be effective on February 27th 2025 (the "**Economic Development Agreement**"), which is incorporated herein by reference and which also includes performance obligations of the KMP and required plans for the "**Project**", as that term is defined in the Economic Development Agreement. Pursuant to the Economic Development Agreement, KMP shall pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026, subject to extension as provided therein. If KMP fails to pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026, as such date may be extended, and notice of KMP's failure is not cured within ninety (90) days of being notified by the Grantor, then Grantor shall have the right, but not the duty, to repurchase the Property for the Purchase Price (as that term is defined in the Purchase Agreement).

All taxes and other assessments assessed against the Property for the year 2025 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, provided however, under no circumstances shall Grantee have any obligation for the payment of such taxes or related interest and penalties.

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 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 _____.

GRANTOR:

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____ of the Burleson 4A Economic Development Corporation, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code, 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 – to form of special warranty deed

LEGAL DESCRIPTION

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

EXHIBIT B – to form of special warranty deed

PERMITTED ENCUMBRANCES

1845513-v2/17612-003000

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Director
MEETING: March 24, 2025

SUBJECT:

ETJ Release Petition for 8468, 8400, 7928, and 7908 CR 1016A (Case 25-055): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 80.465 acres of land. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)

SUMMARY:

On February 18, 2025, a petition was submitted by Gerald & Barbara Miller (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 80.465 acres of land addressed as 8468, 8400, 7928, and 7908 CR 1016A and as shown on the attached Exhibit 2.

The petition did not include the exact metes and bound description of the properties; however, staff was able to identify the parcels by abstract and addresses on the Johnson County Appraisal District web map.

RECOMMENDATION:

Deny ETJ Release Petition

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

None.

REFERENCE:

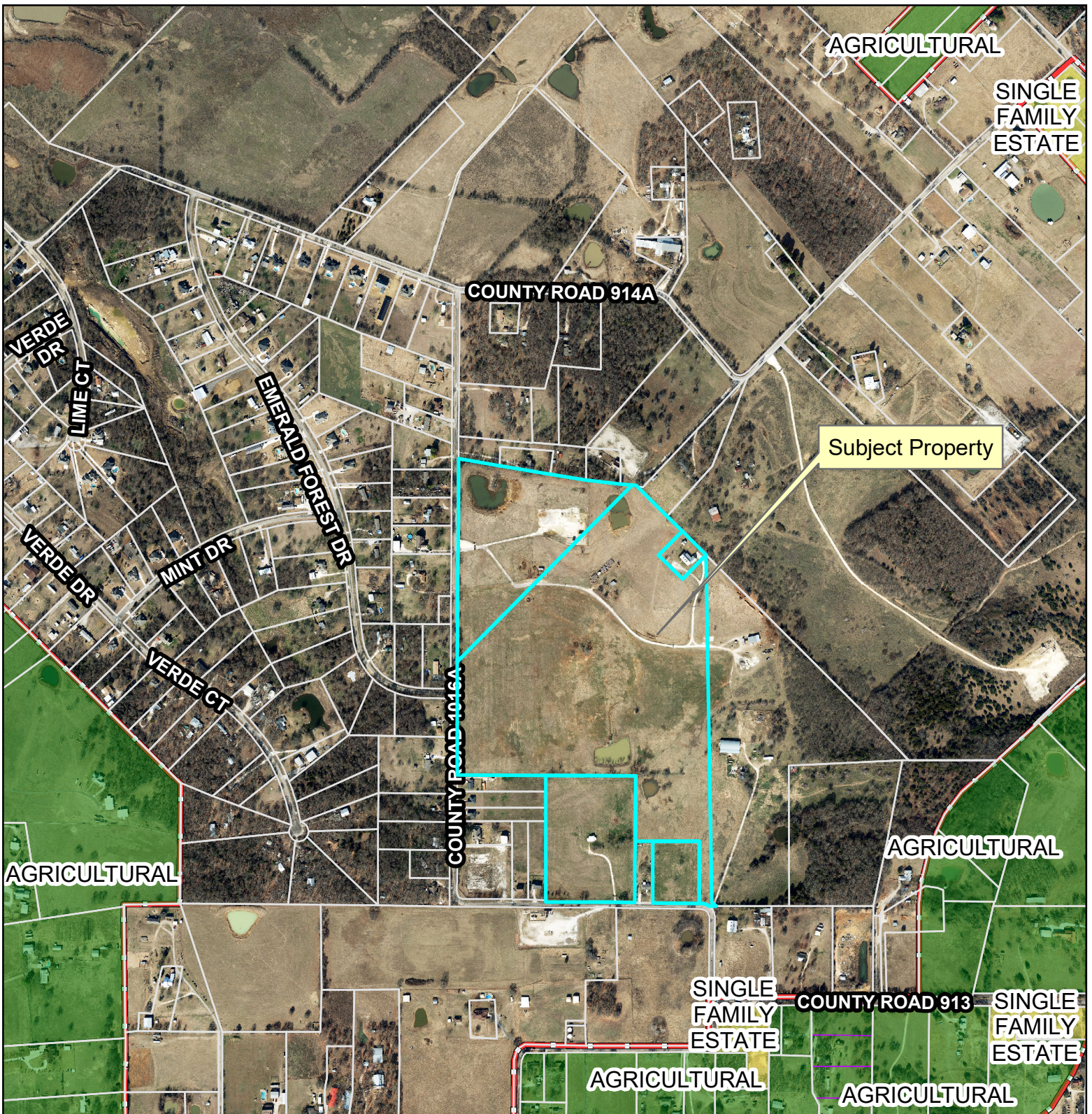
[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

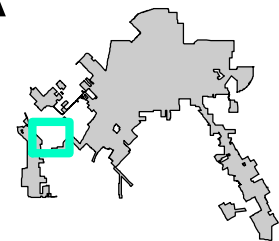


8468,8400,7928 & 7908 CR 1016A

ETJ Release Postion

Case 25-055

THE CITY OF
BURLESON
TEXAS



Vicinity Map

244

THE CITY OF
BURLESON
 TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: <i>Gerald & Barbara Miller Fam Rev Trust</i>	Name:
Company::	Company:
Address:: <i>7928 CR1016-A Burleson</i>	Address::
Telephone: <i>817-946-5029</i>	Telephone:
Email:	Email:
Signature: <i>Gerald Miller Barbara Miller</i>	Signature:

SITE INFORMATION

Number of properties within the area to be released:	<i>ONE</i>
General location or address of area to be released:	<i>7928 CR1016-A BURLESON TX 76023</i>
Total Acres to be released:	<i>9.915 ABST 340 TR6 J Hunter</i>
County of Request	<i>TOLSON</i>

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

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



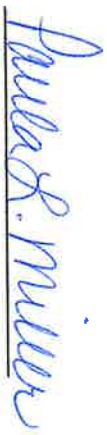



Received by
 City Secretary's Office

FEB 18 2025

FEB 18 2025 3:08PM

CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
	 	State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>Nov. 17, 2023</u> By <u>Gerald Miller Trustee</u> Print name of signer(s)  Notary Signature
	 	State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>Nov 17, 2023</u> By <u>Barbara Miller Trustee</u> Print name of signer(s)  Notary Signature



Petition of land owner submitted pursuant to chapter 42, subchapter D, Texas local government code, for release of property from the Extraterritorial Jurisdiction of the city of Burleson.

Gerald and Barbara Miller are the sole owners of real property comprising of multiple acres or tracts, the boundaries of which are described in the ETJ jurisdiction petition. The Miller's submit this petition pursuant to Texas local government code 42.102 (B) requesting that the property be released from the extraterritorial jurisdiction of the city of Burleson pursuant to code 42.105(C)

*State of Texas
County of Johnson*

Respectfully submitted

By Gerald and Barbara Miller

Gerald and Barbara Miller Date *2/18/2025*

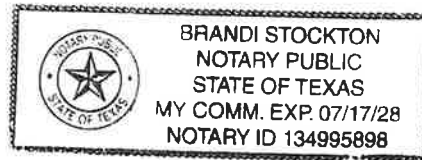
I certify that this petition has been duly acknowledged by each and every person, corporation, Or entity having ownership interest in the property.

Before me the undersigned authority appeared Gerald and Barbara Miller known to me the persons whose names are subscribed hereto and acknowledged to me that they executed same for the purposes and consideration herein expressed.

Given under my hand and seal this *2/18/2025* day of February 18, 2025.

Notary Public in and for the State of Texas

Brandi Stockton



CERTIFICATE OF TRUST

i. **Trust Name and Date.** The following trust (referred to herein as the "Trust") is the subject of this Certificate of Trust:

The GERALD D. MILLER AND BARBARA R. MILLER FAMILY REVOCABLE TRUST, originally dated October 19, 2016, and amended in its entirety on October 5, 2021 (referred to herein as the "Trust Agreement")

The Trust currently exists and is in full force and effect.

II. **Grantors and Trustee.** The grantors (referred to herein as the "Grantors") of the Trust are:

GERALD DWAYNE MILLER and BARBARA RUTH MILLER

The Trust is currently being managed by the following co-trustees (referred to herein as the "Trustee"):

GERALD DWAYNE MILLER, 8400 CR 1016-A, Burleson, Texas 76028

BARBARA RUTH MILLER, 8400 CR 1016-A, Burleson, Texas 76028

The following is a summary of the successor trustee provisions found in the Trust Agreement:

If GERALD DWAYNE MILLER and BARBARA RUTH MILLER both die, resign, become incapacitated, or otherwise cease to serve as Trustee of the Trust, then MORGAN CODY NICKELL shall become Trustee of such trust.

III. **Powers of Trustee.** The Trust provides that the Trustee shall have all of the powers and authorities conferred upon trustees by statute or common law in any jurisdiction in which the Trustee may act, including all powers and authorities conferred by the Texas Trust Code and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express provisions of the Trust Agreement, in which case the express provisions of the Trust Agreement shall control. In addition to such powers, the Trustee is specifically authorized:

(1) To retain, in the discretion of the Trustee, any property transferred to the Trustee by the Grantors or any other person, including securities of any corporate Trustee, without regard to the duty to diversify investments under the laws governing a trust created hereunder and without liability for any depreciation or loss occasioned by such retention;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of all trusts created by the Trust Agreement) for cash, property or credit, or to partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with

apply to those properties which involve deeds of trust containing "due on sale" clauses, an interest in a qualified plan, an individual retirement account, homestead property, limited partnership interests, income in respect of a decedent, mineral interests and like interests where the law or contract in a particular situation would not permit an outright transfer.

IN WITNESS WHEREOF, the Grantors and the Co-Trustees have hereunto set their hands as of the date first above written.


GERALD DWAYNE MILLER, Grantor

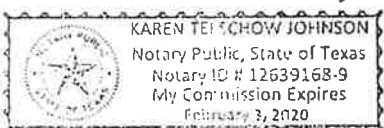

BARBARA RUTH MILLER, Grantor



GERALD DWAYNE MILLER, Co-Trustee


BARBARA RUTH MILLER, Co-Trustee

STATE OF TEXAS §
COUNTY OF TARRANT §

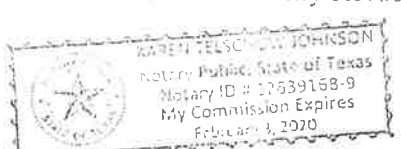
This instrument was acknowledged before me on the 19th day of October, in the year 2016, by GERALD DWAYNE MILLER as Grantor and as Co-Trustee of the Gerald D. Miller and Barbara R. Miller Family Revocable Trust.





Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of October, in the year 2016, by BARBARA RUTH MILLER as Grantor and as Co-Trustee of the Gerald D. Miller and Barbara R. Miller Family Revocable Trust.




Notary Public, State of Texas

THE CITY OF
BURLESON
 TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: <i>MILLER GERALD + BARBARA R FAM TRUST</i>	Name:
Company::	Company:
Address:: <i>7908 CR 1016-A</i>	Address::
Telephone: <i>317-946-5029</i>	Telephone:
Email:	Email:
Signature: <i>Gerald Miller Barbara R Miller</i>	Signature:

SITE INFORMATION

Number of properties within the area to be released:	<i>ONE</i>
General location or address of area to be released:	<i>7908 CR 1016 A</i>
Total Acres to be released:	<i>2.667 ABST 340 TR 75 Hunter</i>
County of Request	<i>Johnson</i>

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

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





Received by
 City Secretary's Office

FEB 18 2025

FEB 18 2025 10:08 AM

CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
		<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>Nov. 17, 2023</u> By <u>Barbara Miller, Trustee</u> Print name of signer(s)</p> <p></p> <p><u>Paula L. Miller</u> Notary Signature</p>
		<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>Nov 17, 2023</u> By <u>Barbara Miller, Trustee</u> Print name of signer(s)</p> <p></p> <p><u>Paula L. Miller</u> Notary Signature</p>

Petition of land owner submitted pursuant to chapter 42, subchapter D, Texas local government code, for release of property from the Extraterritorial Jurisdiction of the city of Burleson.

Gerald and Barbara Miller are the sole owners of real property comprising of multiple acres or tracts, the boundaries of which are described in the ETJ jurisdiction petition. The Miller's submit this petition pursuant to Texas local government code 42.102 (B) requesting that the property be released from the extraterritorial jurisdiction of the city of Burleson pursuant to code 42.105(C)

*State of Texas
County of Johnson*

Respectfully submitted

By Gerald and Barbara Miller

Gerald and Barbara Miller Date 2/18/2025

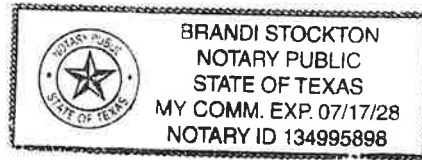
I certify that this petition has been duly acknowledged by each and every person, corporation, Or entity having ownership interest in the property.

Before me the undersigned authority appeared Gerald and Barbara Miller known to me the persons whose names are subscribed hereto and acknowledged to me that they executed same for the purposes and consideration herein expressed.

Given under my hand and seal this 2/18/2025 day of February 18, 2025.

Notary Public in and for the State of Texas

Brandi Stockton



CERTIFICATE OF TRUST

I. **Trust Name and Date.** The following trust (referred to herein as the "Trust") is the subject of this Certificate of Trust:

The GERALD D. MILLER AND BARBARA R. MILLER FAMILY REVOCABLE TRUST, originally dated October 19, 2016, and amended in its entirety on October 5, 2021 (referred to herein as the "Trust Agreement")

The Trust currently exists and is in full force and effect.

II. **Grantors and Trustee.** The grantors (referred to herein as the "Grantors") of the Trust are:

GERALD DWAYNE MILLER and BARBARA RUTH MILLER

The Trust is currently being managed by the following co-trustees (referred to herein as the "Trustee"):

GERALD DWAYNE MILLER, 8400 CR 1016-A, Burleson, Texas 76028

BARBARA RUTH MILLER, 8400 CR 1016-A, Burleson, Texas 76028

The following is a summary of the successor trustee provisions found in the Trust Agreement:

If GERALD DWAYNE MILLER and BARBARA RUTH MILLER both die, resign, become incapacitated, or otherwise cease to serve as Trustee of the Trust, then MORGAN CODY NICKELL shall become Trustee of such trust.

III. **Powers of Trustee.** The Trust provides that the Trustee shall have all of the powers and authorities conferred upon trustees by statute or common law in any jurisdiction in which the Trustee may act, including all powers and authorities conferred by the Texas Trust Code and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express provisions of the Trust Agreement, in which case the express provisions of the Trust Agreement shall control. In addition to such powers, the Trustee is specifically authorized:

(1) To retain, in the discretion of the Trustee, any property transferred to the Trustee by the Grantors or any other person, including securities of any corporate Trustee, without regard to the duty to diversify investments under the laws governing a trust created hereunder and without liability for any depreciation or loss occasioned by such retention;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of all trusts created by the Trust Agreement) for cash, property or credit, or to partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with

apply to those properties which involve deeds of trust containing "due on sale" clauses, an interest in a qualified plan, an individual retirement account, homestead property, limited partnership interests, income in respect of a decedent, mineral interests and like interests where the law or contract in a particular situation would not permit an outright transfer.

IN WITNESS WHEREOF, the Grantors and the Co-Trustees have hereunto set their hands as of the date first above written.

Gerald Dwayne Miller
GERALD DWAYNE MILLER, Grantor

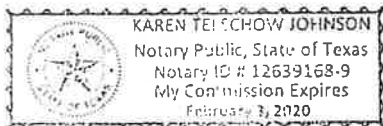
Barbara Ruth Miller
BARBARA RUTH MILLER, Grantor

Gerald Dwayne Miller
GERALD DWAYNE MILLER, Co-Trustee

Barbara Ruth Miller
BARBARA RUTH MILLER, Co-Trustee

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

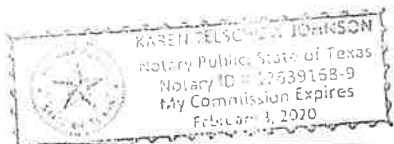
This instrument was acknowledged before me on the 19th day of October, in the year 2016, by GERALD DWAYNE MILLER as Grantor and as Co-Trustee of the Gerald D. Miller and Barbara R. Miller Family Revocable Trust.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of October, in the year 2016, by BARBARA RUTH MILLER as Grantor and as Co-Trustee of the Gerald D. Miller and Barbara R. Miller Family Revocable Trust.



[Signature]
Notary Public, State of Texas

THE CITY OF
BURLESON
 TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: <i>MILLER GERALD BARBARA R Fam Lev trust</i>	Name:
Company::	Company:
Address:: <i>3400 CR1016A Burleson</i>	Address::
Telephone: <i>817-946-5029</i>	Telephone:
Email:	Email:
Signature: <i>Gerald Miller Barbara Miller</i>	Signature:

SITE INFORMATION

Number of properties within the area to be released:	<i>ONE</i>
General location or address of area to be released:	<i>3400 CR1016A Burleson TX 76028</i>
Total Acres to be released:	<i>ONE ABST 340 TRBA PT 83 J HUNTER</i>
County of Request	<i>JOHNSON 1260839 01240,00250 AG</i>

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

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



Received by
 City Secretary's Office

FEB 18 2025

FEB 18 2025 3:07 PM

CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
	<p><i>Harold Johnson</i> <i>Trustee</i></p> 	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>Nov. 17, 2023</u> By <u>Gerald Miller Trustee</u> Print name of signer(s) <i>Paula L. Miller</i> Notary Signature</p>
	<p><i>Barbara Miller</i> <i>Trustee</i></p> 	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>Nov 17, 2023</u> By <u>Barbara Miller, Trustee</u> Print name of signer(s) <i>Paula L. Miller</i> Notary Signature</p>

Petition of land owner submitted pursuant to chapter 42, subchapter D, Texas local government code, for release of property from the Extraterritorial Jurisdiction of the city of Burleson.

Gerald and Barbara Miller are the sole owners of real property comprising of multiple acres or tracts, the boundaries of which are described in the ETJ jurisdiction petition. The Miller's submit this petition pursuant to Texas local government code 42.102 (B) requesting that the property be released from the extraterritorial jurisdiction of the city of Burleson pursuant to code 42.105(C)

*State of Texas
County of Johnson*

Respectfully submitted

By Gerald and Barbara Miller

Gerald and Barbara Miller Date *2/18/2025*

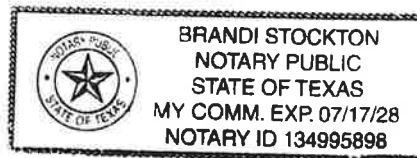
I certify that this petition has been duly acknowledged by each and every person, corporation, Or entity having ownership interest in the property.

Before me the undersigned authority appeared Gerald and Barbara Miller known to me the persons whose names are subscribed hereto and acknowledged to me that they executed same for the purposes and consideration herein expressed.

Given under my hand and seal this *2/18/2025* day of February 18, 2025.

Notary Public in and for the State of Texas

Brandi Stockton



CERTIFICATE OF TRUST

I. Trust Name and Date. The following trust (referred to herein as the "Trust") is the subject of this Certificate of Trust:

The GERALD D. MILLER AND BARBARA R. MILLER FAMILY REVOCABLE TRUST, originally dated October 19, 2016, and amended in its entirety on October 5, 2021 (referred to herein as the "Trust Agreement")

The Trust currently exists and is in full force and effect.

II. Grantors and Trustee. The grantors (referred to herein as the "Grantors") of the Trust are:

GERALD DWAYNE MILLER and BARBARA RUTH MILLER

The Trust is currently being managed by the following co-trustees (referred to herein as the "Trustee"):

GERALD DWAYNE MILLER, 8400 CR 1016-A, Burlison, Texas 76028

BARBARA RUTH MILLER, 8400 CR 1016-A, Burlison, Texas 76028

The following is a summary of the successor trustee provisions found in the Trust Agreement:

If GERALD DWAYNE MILLER and BARBARA RUTH MILLER both die, resign, become incapacitated, or otherwise cease to serve as Trustee of the Trust, then MORGAN CODY NICKELL shall become Trustee of such trust.

III. Powers of Trustee. The Trust provides that the Trustee shall have all of the powers and authorities conferred upon trustees by statute or common law in any jurisdiction in which the Trustee may act, including all powers and authorities conferred by the Texas Trust Code and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express provisions of the Trust Agreement, in which case the express provisions of the Trust Agreement shall control. In addition to such powers, the Trustee is specifically authorized:

(1) To retain, in the discretion of the Trustee, any property transferred to the Trustee by the Grantors or any other person, including securities of any corporate Trustee, without regard to the duty to diversify investments under the laws governing a trust created hereunder and without liability for any depreciation or loss occasioned by such retention;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of all trusts created by the Trust Agreement) for cash, property or credit, or to partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with

apply to those properties which involve deeds of trust containing "due on sale" clauses, an interest in a qualified plan, an individual retirement account, homestead property, limited partnership interests, income in respect of a decedent, mineral interests and like interests where the law or contract in a particular situation would not permit an outright transfer.

IN WITNESS WHEREOF, the Grantors and the Co-Trustees have hereunto set their hands as of the date first above written.

Gerald Dwayne Miller
GERALD DWAYNE MILLER, Grantor

Barbara Ruth Miller
BARBARA RUTH MILLER, Grantor

Gerald Dwayne Miller
GERALD DWAYNE MILLER, Co-Trustee

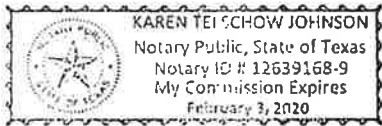
Barbara Ruth Miller
BARBARA RUTH MILLER, Co-Trustee

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 19th day of October, in the year 2016, by GERALD DWAYNE MILLER as Grantor and as Co-Trustee of the Gerald D. Miller and Barbara R. Miller Family Revocable Trust.



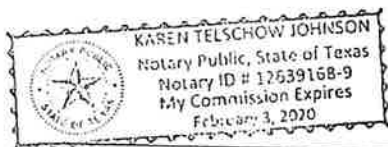
[Signature]
Notary Public, State of Texas

STATE OF TEXAS

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§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 19th day of October, in the year 2016, by BARBARA RUTH MILLER as Grantor and as Co-Trustee of the Gerald D. Miller and Barbara R. Miller Family Revocable Trust.



[Signature]
Notary Public, State of Texas

THE CITY OF
BURLESON
 TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: <i>MILLER GERALD & BARBARA R FARM TRUST</i>	Name:
Company::	Company:
Address:: <i>3468 CR 1016A Burleson TX 76028</i>	Address::
Telephone: <i>817-946-5029</i>	Telephone:
Email:	Email:
Signature: <i>Gerald Miller Barbara Miller</i>	Signature:

SITE INFORMATION

Number of properties within the area to be released:	<i>One</i>
General location or address of area to be released:	<i>3468 CR 1016A Burleson TX 76028</i>
Total Acres to be released:	<i>16.33 ABST 839 TR 25 Township and 126.0</i>
County of Request	<i>Johnson 340 00251 HS</i>

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

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

Received by
 City Secretary's Office

FEB 18 2025

FEB 18 2025 3:00PM

CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
	<p><i>Heather Miller</i> <i>Trustee</i></p>	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>Nov 17, 2023</u> By <u>Heather Miller, Trustee</u> Print name of signer(s)</p> <p><i>Paula L. Miller</i> Notary Signature</p>
	<p><i>Barbara R Miller</i> <i>Trustee</i></p>	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>Nov 17, 2023</u> By <u>Barbara Miller, Trustee</u> Print name of signer(s)</p> <p><i>Paula L. Miller</i> Notary Signature</p>



Petition of land owner submitted pursuant to chapter 42, subchapter D, Texas local government code, for release of property from the Extraterritorial Jurisdiction of the city of Burleson.

Gerald and Barbara Miller are the sole owners of real property comprising of multiple acres or tracts, the boundaries of which are described in the ETJ jurisdiction petition. The Miller's submit this petition pursuant to Texas local government code 42.102 (B) requesting that the property be released from the extraterritorial jurisdiction of the city of Burleson pursuant to code 42.105(C)

*State of Texas
County of Johnson*

Respectfully submitted

By Gerald and Barbara Miller

Gerald and Barbara Miller Date *2/18/2025*

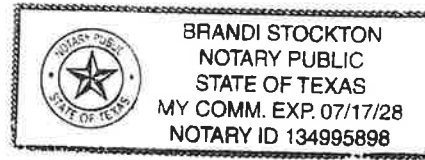
I certify that this petition has been duly acknowledged by each and every person, corporation, Or entity having ownership interest in the property.

Before me the undersigned authority appeared Gerald and Barbara Miller known to me the persons whose names are subscribed hereto and acknowledged to me that they executed same for the purposes and consideration herein expressed.

Given under my hand and seal this *2/18/2025* day of February 18, 2025.

Notary Public in and for the State of Texas

Brandi Stockton



CERTIFICATE OF TRUST

I. **Trust Name and Date.** The following trust (referred to herein as the "Trust") is the subject of this Certificate of Trust:

The GERALD D. MILLER AND BARBARA R. MILLER FAMILY REVOCABLE TRUST, originally dated October 19, 2016, and amended in its entirety on October 5, 2021 (referred to herein as the "Trust Agreement")

The Trust currently exists and is in full force and effect.

II. **Grantors and Trustee.** The grantors (referred to herein as the "Grantors") of the Trust are:

GERALD DWAYNE MILLER and BARBARA RUTH MILLER

The Trust is currently being managed by the following co-trustees (referred to herein as the "Trustee"):

GERALD DWAYNE MILLER, 8400 CR 1016-A, Burleson, Texas 76028

BARBARA RUTH MILLER, 8400 CR 1016-A, Burleson, Texas 76028

The following is a summary of the successor trustee provisions found in the Trust Agreement:

If GERALD DWAYNE MILLER and BARBARA RUTH MILLER both die, resign, become incapacitated, or otherwise cease to serve as Trustee of the Trust, then MORGAN CODY NICKELL shall become Trustee of such trust.

III. **Powers of Trustee.** The Trust provides that the Trustee shall have all of the powers and authorities conferred upon trustees by statute or common law in any jurisdiction in which the Trustee may act, including all powers and authorities conferred by the Texas Trust Code and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express provisions of the Trust Agreement, in which case the express provisions of the Trust Agreement shall control. In addition to such powers, the Trustee is specifically authorized:

(1) To retain, in the discretion of the Trustee, any property transferred to the Trustee by the Grantors or any other person, including securities of any corporate Trustee, without regard to the duty to diversify investments under the laws governing a trust created hereunder and without liability for any depreciation or loss occasioned by such retention;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of all trusts created by the Trust Agreement) for cash, property or credit, or to partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with

apply to those properties which involve deeds of trust containing "due on sale" clauses, an interest in a qualified plan, an individual retirement account, homestead property, limited partnership interests, income in respect of a decedent, mineral interests and like interests where the law or contract in a particular situation would not permit an outright transfer.

IN WITNESS WHEREOF, the Grantors and the Co-Trustees have hereunto set their hands as of the date first above written.

Gerald Dwayne Miller
GERALD DWAYNE MILLER, Grantor

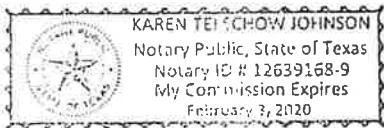
Barbara Ruth Miller
BARBARA RUTH MILLER, Grantor

Gerald Dwayne Miller
GERALD DWAYNE MILLER, Co-Trustee

Barbara Ruth Miller
BARBARA RUTH MILLER, Co-Trustee

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

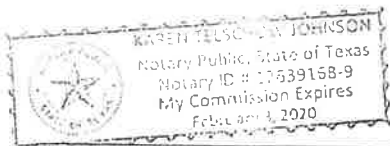
This instrument was acknowledged before me on the 19th day of October, in the year 2016, by GERALD DWAYNE MILLER as Grantor and as Co-Trustee of the Gerald D. Miller and Barbara R. Miller Family Revocable Trust.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of October, in the year 2016, by BARBARA RUTH MILLER as Grantor and as Co-Trustee of the Gerald D. Miller and Barbara R. Miller Family Revocable Trust.



[Signature]
Notary Public, State of Texas

THE CITY OF
BURLESON
TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER	
Applicant or Authorized Agent	Owner
Name: <i>MILLER GERALD & BARBARA R FUM</i>	Name: <i>Trust</i>
Company:	Company:
Address: <i>7923 CR 1016A</i>	Address:
Telephone: <i>817-946-5629</i>	Telephone:
Email:	Email:
Signature: <i>Gerald Miller Barbara Miller</i>	Signature:

SITE INFORMATION	
Number of properties within the area to be released:	<i>ONE</i>
General location or address of area to be released:	<i>7923 CR 1016A</i>
Total Acres to be released:	<i>50.546 ABST 340TR 2A 2B</i>
County of Request	<i>Johnson J Hunter 126 034000251HS</i>

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

Received by
City Secretary's Office

FEB 18 2025

FEB 18 2025 3:00PM

CITY OF BURLESON RELEASE FROM ETJ PETITION

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	<p><i>Paula L. Miller</i> <i>Trustee</i></p>	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>Nov 17, 2023</u> By <u>Gerald D. Miller, Trustee</u> Print name of signer(s) <u>Paula L. Miller</u> Notary Signature</p>
	<p><i>Barbara R. Miller</i> <i>Trustee</i></p>	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>Nov 17, 2023</u> By <u>Barbara Miller</u> Print name of signer(s) <u>Paula L. Miller</u> Notary Signature</p>



Petition of land owner submitted pursuant to chapter 42, subchapter D, Texas local government code, for release of property from the Extraterritorial Jurisdiction of the city of Burleson.

Gerald and Barbara Miller are the sole owners of real property comprising of multiple acres or tracts, the boundaries of which are described in the ETJ jurisdiction petition. The Miller's submit this petition pursuant to Texas local government code 42.102 (B) requesting that the property be released from the extraterritorial jurisdiction of the city of Burleson pursuant to code 42.105(C)

Respectfully submitted

*State of Texas
County of Johnson*

By Gerald and Barbara Miller

Gerald and Barbara Miller Date 2/18/2025

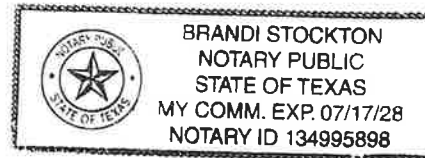
I certify that this petition has been duly acknowledged by each and every person, corporation, Or entity having ownership interest in the property.

Before me the undersigned authority appeared Gerald and Barbara Miller known to me the persons whose names are subscribed hereto and acknowledged to me that they executed same for the purposes and consideration herein expressed.

Given under my hand and seal this 2/18/2025 day of February 18, 2025.

Notary Public in and for the State of Texas

Brandi Stockton



CERTIFICATE OF TRUST

I. **Trust Name and Date.** The following trust (referred to herein as the "Trust") is the subject of this Certificate of Trust:

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BARBARA RUTH MILLER, 8400 CR 1016-A, Burleson, Texas 76028

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apply to those properties which involve deeds of trust containing "due on sale" clauses, an interest in a qualified plan, an individual retirement account, homestead property, limited partnership interests, income in respect of a decedent, mineral interests and like interests where the law or contract in a particular situation would not permit an outright transfer.

IN WITNESS WHEREOF, the Grantors and the Co-Trustees have hereunto set their hands as of the date first above written.

Gerald Dwayne Miller
GERALD DWAYNE MILLER, Grantor

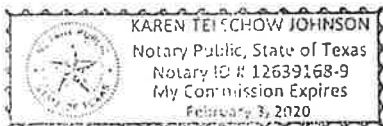
Barbara Ruth Miller
BARBARA RUTH MILLER, Grantor

Gerald Dwayne Miller
GERALD DWAYNE MILLER, Co-Trustee

Barbara Ruth Miller
BARBARA RUTH MILLER, Co-Trustee

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

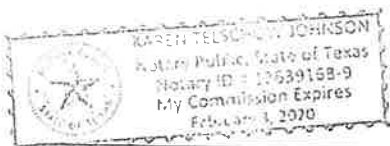
This instrument was acknowledged before me on the 19th day of October, in the year 2016, by GERALD DWAYNE MILLER as Grantor and as Co-Trustee of the Gerald D. Miller and Barbara R. Miller Family Revocable Trust.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of October, in the year 2016, by BARBARA RUTH MILLER as Grantor and as Co-Trustee of the Gerald D. Miller and Barbara R. Miller Family Revocable Trust.



[Signature]
Notary Public, State of Texas

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Director
MEETING: March 24, 2025

SUBJECT:

601 SW Alsbury (Case 24-243): Hold a public hearing and consider and take possible action on a zoning ordinance change request from "SF7, Single-family district-7", to "GR, General Retail". *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)*

SUMMARY:

On August 19, 2024, an application was submitted by Clark Stricklin of Impact Family Church for a zoning change request on approximately 4.383 acres of land for future development in accordance with the GR, General Retail zoning district.

Development Overview:

This site currently has a replat in staff review which will create 2 lots; one for the existing church and one for future development. If the zoning request is approved, both lots would be designated as GR, General Retail. A religious institution is allowed by right with GR, General Retail zoning for the existing church. A commercial site plan and engineering civil construction reviews will be required prior to any new development at the site.

This site is designated in the Comprehensive Plan as Community Commercial.

This land use category is intended to provide suitable areas for the development of light to medium intensity commercial uses to support surrounding urban development.

Staff supports the zoning request as the GR, General Retail zoning district conforms to the Comprehensive Plan.

RECOMMENDATION:

Recommend approval of the ordinance to City Council (Case 24-243).

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

February 25, 2025 – Planning and Zoning Commission recommended approval unanimously.

January 24, 1991 – City Council approved the plat for Cedar Ridge Addition.

REFERENCE:

[City of Burleson, TX ZONING DISTRICTS](#)

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

ZC – 601 SW Alsbury

Location:

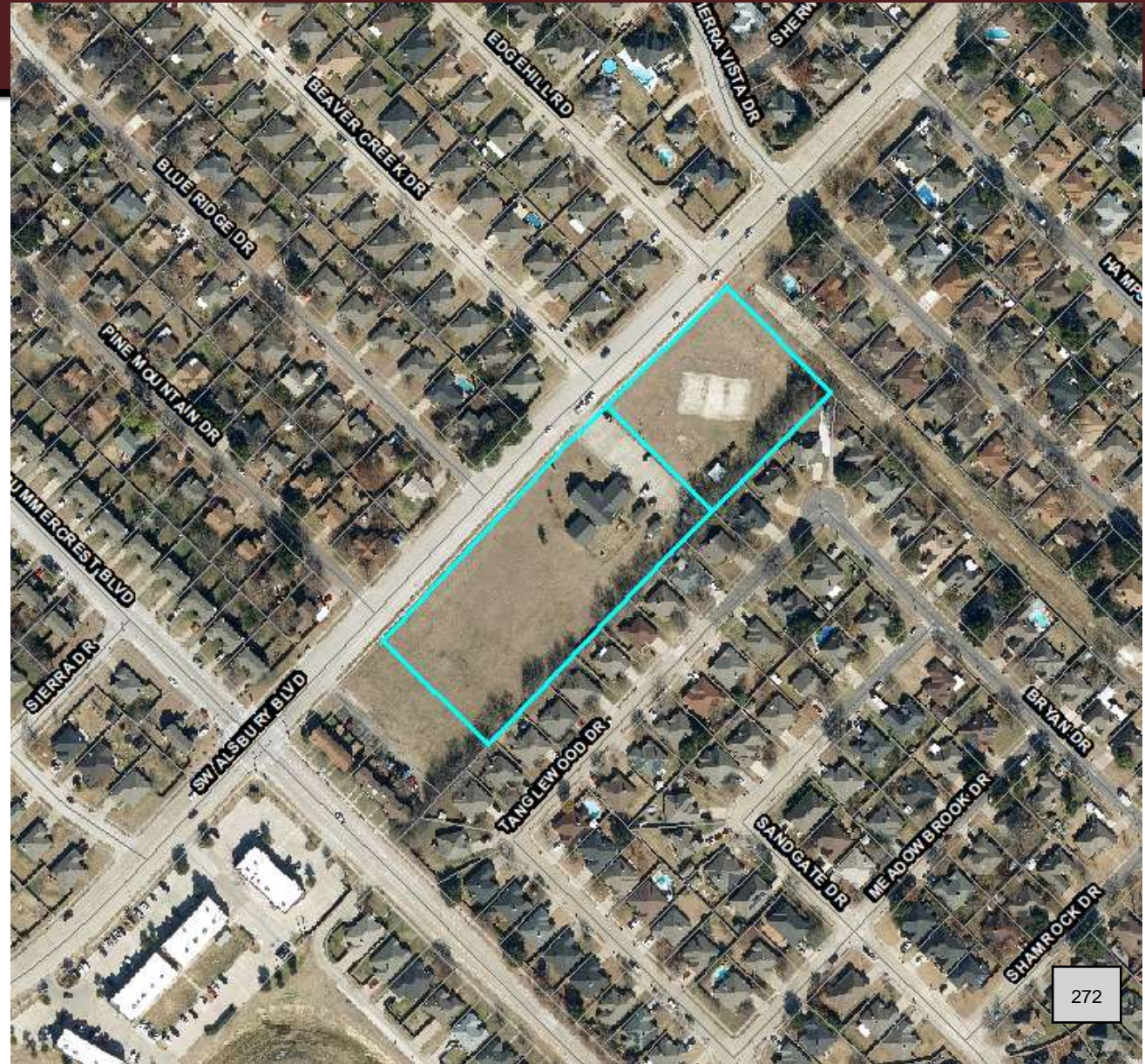
- 601 SW Alsbury

Applicant:

Clark Stricklin (Impact Family Church)

Item for approval:

Zoning Change from "SF7" Single-family dwelling district-7 to "GR" General Retail (Case 24-243)



Comprehensive Plan

Community Commercial



Zoning

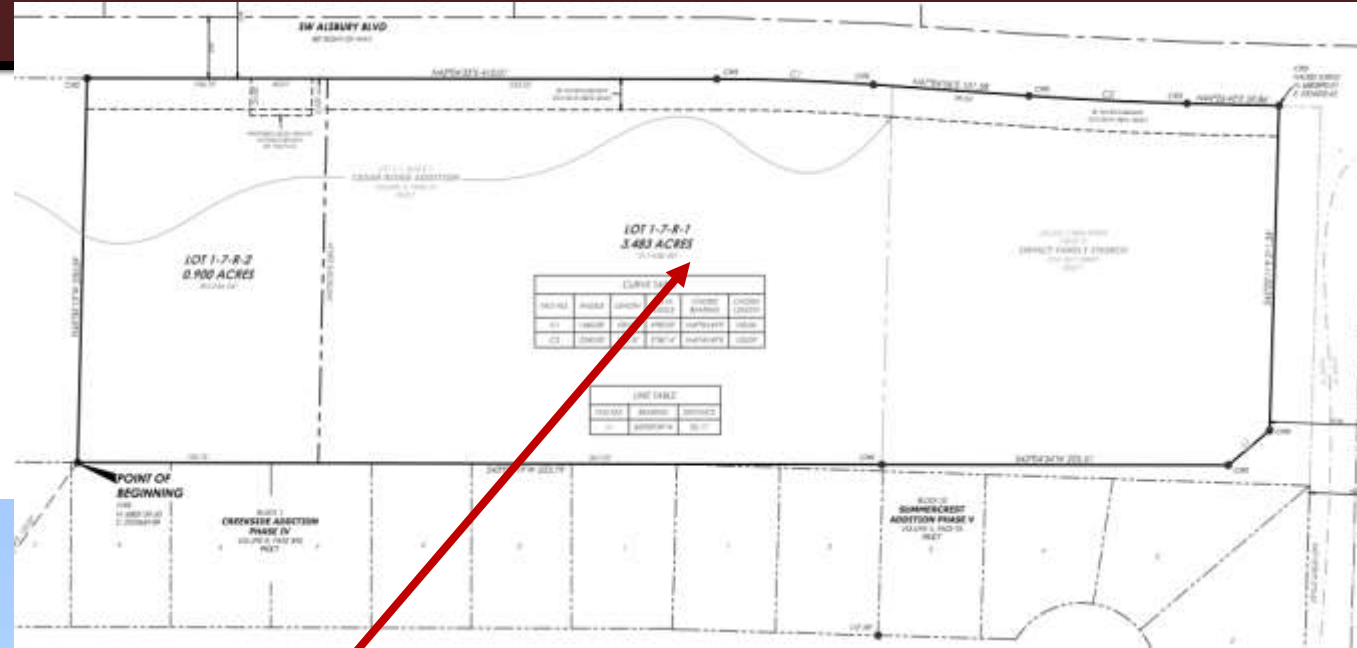
Single-family dwelling - 7



ZC – 601 SW Alsbury

Allowed by-right	SUP required
Antique shop	Amusement
Auto fuel sales	Auto rental
Bakery / retail	Fairgrounds
Child care	Liquor store
Drugstore or pharmacy	Plumbing shop
Office; medical, business, and professional	Taxidermy
Restaurant	
School / Religious institution	
Studio; music, dance, drama	
Variety store / retail	

ZC – 601 SW Alsbury




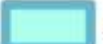
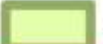

ZC – 601 SW Alsbury

Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property
- Published in newspaper
- Signs Posted on the property



Legend

-  300 ft. Buffer
-  Subject Property
-  Properties within 300 ft.
-  Burleson

ZC – 601 SW Alsbury

P&Z Summary

Vote

Recommended approval unanimously

Discussion

Staff addressed concerns and spoke regarding civil and site plan review processes once a potential use and/or application is received or requested. Staff answered questions related to screening and landscaping requirements that would be reviewed at the site plan phase, as well as setbacks for various uses and other ordinances and standards in place related to citizen concerns.

Speakers

4 citizens in the adjacent subdivision behind Impact Family Church spoke regarding the zoning request. 3 were strongly opposed and voiced concerns related to items such as screening, trash, noise, and property values. 1 citizen spoke in regards to potential drainage and stormwater concerns.

ZC – 601 SW Alsbury

Staff's Recommendation

- Staff recommends approval of an ordinance for the zoning change request to “GR, General Retail”
- GR, General Retail district conforms with the Comprehensive Plan, and similar zoning and development patterns along Alsbury

(SW intersection of NW Summercrest and Alsbury is also zoned GR, General Retail)



Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 4.383 ACRES OF LAND TOTAL; BEING 1.3693 ACRES OF LAND SITUATED IN THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 383 AND THE REAMINING ACRES BEING A PORTION OF LOT 1-7, BLOCK 1, CEDAR RIDGE ADDITION, AS DESCRIBED IN THE PLAT RECORDED IN VOLUME 3, PAGE 44, DEED RECORDS JOHNSON COUNTY, TEXAS (D.R.J.C.T) FROM "SF7" SINGLE-FAMILY DWELLING DISTRICT-7 AND "NS" NEIGHBORHOOD SERVICE TO "GR" GENERAL RETAIL, ADDRESSED AS 601 SW ALSBURY, 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 Clark Stricklin on August 19, 2024, under Case Number 24-243, 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 XX to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of Single-family dwelling district-7 (SF7) and Neighborhood Service (NS) to General Retail (GR); and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City

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

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

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

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

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

Section 1
MAP AND ZONING AMENDMENT

The Official Zoning Map is hereby amended insofar as it relates to certain land described as approximately 4.383 ACRES OF LAND TOTAL; BEING 1.3693 ACRES OF LAND SITUATED IN THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 383 AND THE REAMING ACRES BEING A PORTION OF LOT 1-7, BLOCK 1, CEDAR RIDGE ADDITION, AS DESCRIBED IN THE PLAT RECORDED IN VOLUME 3, PAGE 44, Deed Records, Johnson County, Texas, included on Exhibit A, from defaulted A, Agricultural to C, Commercial for the property addressed as 601 SW ALSBURY BLVD.

Section 2.

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

Section 3.

It is hereby officially found and determined that the meeting at which this ordinance is passed is

open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

PASSED AND APPROVED:

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A Property Description

WHEREAS, IMPACT FAMILY CHURCH, OWNER OF A 4.383 ACRE TRACT OF LAND SITUATED IN THE MEMUCAN HUNT SURVEY, ABSTRACT NUMBER 383, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 1-7, BLOCK 1, CEDAR RIDGE ADDITION, AN ADDITION TO THE CITY OF BURLESON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGE 44, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 1.3693 ACRE TRACT OF LAND (TRACT II) AS DESCRIBED IN THE DEED TO IMPACT FAMILY CHURCH, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. 2017-28497, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS6882" IN THE SOUTHEAST LINE OF SAID LOT 1-7, SAME BEING THE EASTERNMOST CORNER OF A CALLED 0.797 ACRE TRACT OF LAND (TRACT II) AS DESCRIBED IN THE DEED TO 1220 CINDY LLC, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. 2017-17169, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING IN THE NORTHWEST LINE OF LOT 6, BLOCK 1, CREEKSIDE ADDITION, PHASE IV, AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 8, PAGE 890, PLAT RECORDS, JOHNSON COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHERNMOST CORNER OF LOT 7, OF SAID BLOCK 1, BEARS FOR REFERENCE SOUTH 11 DEGREES 46 MINUTES 38 SECONDS EAST, A DISTANCE OF 122.07 FEET, AND FROM WHICH A 1/2" CAPPED IRON ROD FOUND (ILLEGIBLE) FOR THE WESTERNMOST CORNER OF LOT 8, OF SAID BLOCK 1, BEARS FOR REFERENCE SOUTH 43 DEGREES 09 MINUTES 19 SECONDS WEST, A DISTANCE OF 181.93 FEET;

THENCE NORTH 45 DEGREES 35 MINUTES 13 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID CALLED 0.797 ACRE TRACT, A DISTANCE OF 250.09 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS6882" FOR THE NORTH CORNER OF SAID CALLED 0.797 ACRE TRACT, AND BEING IN THE NORTHWEST LINE OF SAID LOT 1-7, BEING COMMON WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF ALSBURY BOULEVARD, AN 80' RIGHT-OF-WAY;

THENCE NORTH 43 DEGREES 04 MINUTES 33 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 410.01 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS6882", BEING AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1460.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AND IN A NORTHEASTERLY DIRECTION, THROUGH A CENTRAL ANGLE OF 04 DEGREES 00 MINUTES 22 SECONDS, AN ARC LENGTH OF 102.08 FEET, AND HAVING A LONG CHORD WHICH BEARS NORTH 45 DEGREES 04 MINUTES 45 SECONDS EAST, A CHORD LENGTH OF 102.06 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS6882";

THENCE NORTH 47 DEGREES 04 MINUTES 56 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 101.58 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS6882", BEING AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 2240.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, AND IN A NORTHEASTERLY DIRECTION, THROUGH A CENTRAL ANGLE OF 02 DEGREES 38 MINUTES 14 SECONDS, AN ARC LENGTH OF 103.10 FEET, AND HAVING A LONG CHORD WHICH BEARS NORTH 45 DEGREES 45 MINUTES 49 SECONDS EAST, A CHORD LENGTH OF 103.09 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS6882";

THENCE NORTH 44 DEGREES 26 MINUTES 42 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 59.86 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS6882" FOR THE NORTH CORNER OF SAID CALLED 1.3693 ACRE TRACT;

THENCE SOUTH 45 DEGREES 22 MINUTES 11 SECONDS EAST, DEPARTING SAID COMMON LINE, AND ALONG THE NORTHEAST LINE OF SAID CALLED 1.3693 ACRE TRACT, A DISTANCE OF 211.33 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS6882" FOR THE UPPER EAST CORNER OF SAID CALLED 1.3693 ACRE TRACT;

THENCE SOUTH 03 DEGREES 09 MINUTES 09 SECONDS WEST, ALONG THE EAST LINE OF SAID CALLED 1.3693 ACRE TRACT, A DISTANCE OF 35.17 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS6882" FOR THE LOWER EAST CORNER OF SAID CALLED 1.3693 ACRE TRACT;

THENCE SOUTH 43 DEGREES 04 MINUTES 34 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID CALLED 1.3693 ACRE TRACT, A DISTANCE OF 225.51 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS6882" FOR THE SOUTHERNMOST CORNER OF SAID CALLED 1.3693 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID LOT 1-7;

THENCE SOUTH 43 DEGREES 09 MINUTES 19 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT 1-7, AT A DISTANCE OF 133.48 FEET, PASSING THE WESTERNMOST ADDITION CORNER OF SUMMERCREST ADDITION, PHASE V, AN ADDITION TO THE CITY OF BURLESON, ACCORDING TO THE PLAT RECORDED IN VOLUME 5, PAGE 93, PLAT RECORDS, JOHNSON COUNTY, TEXAS, SAME BEING THE NORTHERNMOST ADDITION CORNER OF SAID CREEKSIDE ADDITION, PHASE IV, AND CONTINUING ALONG SAID SOUTHEAST LINE, BEING COMMON WITH THE NORTHWEST LINE OF SAID CREEKSIDE ADDITION, PHASE IV, A TOTAL DISTANCE OF 523.79 FEET, TO THE **POINT OF BEGINNING** AND CONTAINING 4.383 ACRES (190,926 SQUARE FEET) OF LAND, MORE OR LESS.

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Director
MEETING: March 24, 2025

SUBJECT:

3255 S Burleson BLVD (Case 25-016): Hold a public hearing and consider and take possible action on a zoning ordinance change request from defaulted "A, Agricultural" to "C, Commercial. (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)

SUMMARY:

On January 21, 2025, an application was submitted by Steven Everitt, executor of the JD Everitt estate(owner) for a zoning change request on approximately 4.091 acres of land for future development in accordance with the C, Commercial zoning district and the IH-35 overlay corridor.

Development Overview:

This site is located within the IH-35 corridor overlay specific area 5 (FM 917 Interchange). If the zoning is approved, any new development and land usage would occur in accordance with the C, Commercial zoning district and the IH-35 overlay specific plan area 5. A commercial site plan, platting, and engineering civil construction reviews will be required prior to any new development at the site.

This site is designated in the Comprehensive Plan as Regional Office/ Commercial.

This land use category is intended for uses with regional emphasis due to the area's high visibility. Uses such as large retail centers, hotels, restaurants, and corporate or professional offices are encouraged in this category. Corresponding zoning districts may include GR, General Retail and C, Commercial.

Staff supports the zoning request as the C, Commercial zoning district conforms to the Comprehensive Plan and development will occur in accordance with the IH-35 overlay and design standards.

RECOMMENDATION:

Recommend approval of the ordinance to City Council (Case 25-016).

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

February 25, 2025 – Planning and Zoning Commission recommended approval unanimously.

REFERENCE:

[City of Burleson, TX ZONING DISTRICTS](#)

[City of Burleson, TX OVERLAY ZONING DISTRICTS](#)

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

ZC – 3255 S Burleson BLVD

Location:

- 3255 S Burleson BLVD
- IH-35 overlay specific area 5

Applicant:

Steven Everitt (executor of JD Everitt estate)

Item for approval:

Zoning Change from "A" Agricultural to "C" Commercial (Case 25-016)

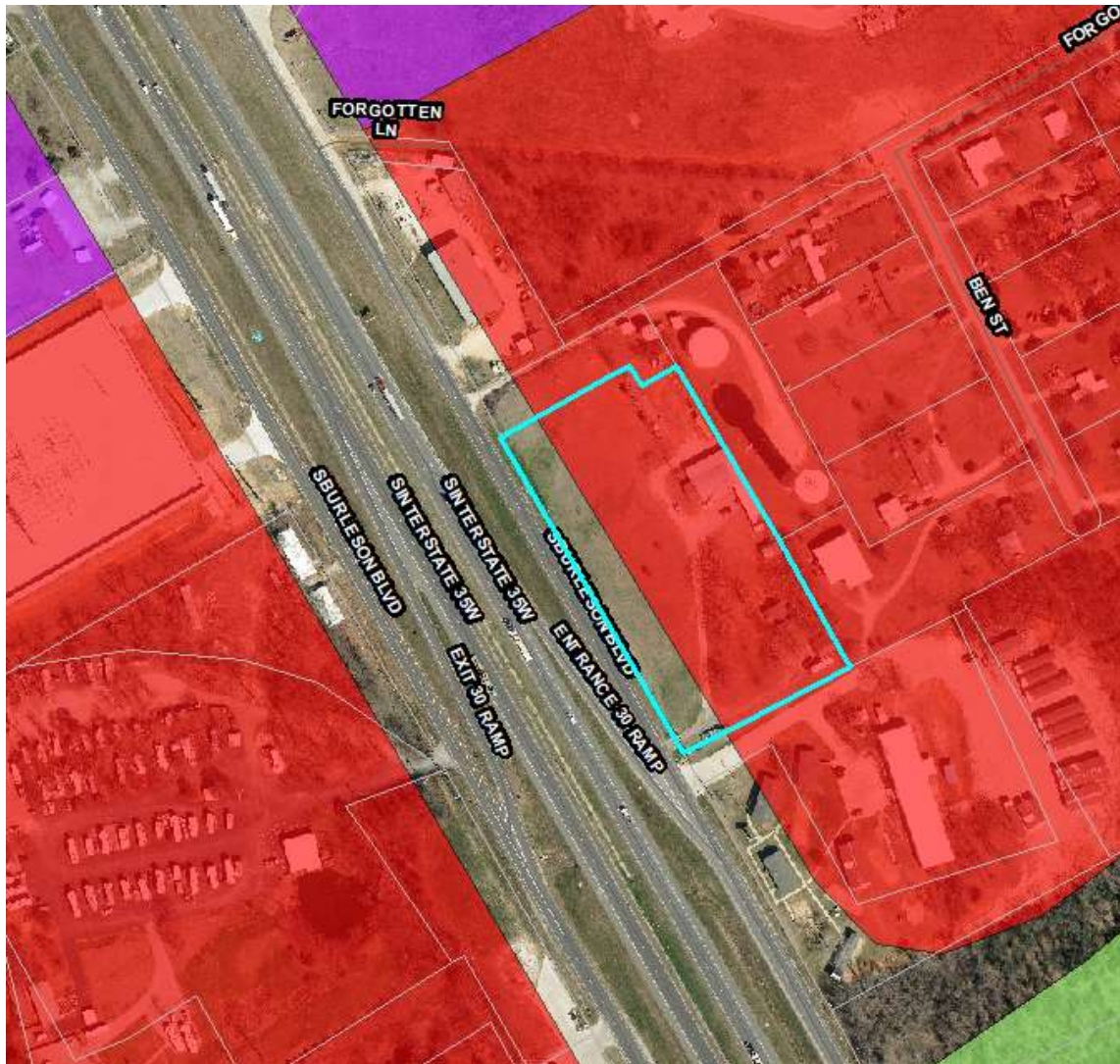


Comprehensive Plan

Regional Office / Commercial

Zoning

A, Agricultural



ZC – 3255 S Burleson BLVD

Land Use Category	1. SPINKS S	2. HURST T	3. HCDC	4. BP	5. FM917
Apartment, studio or loft	.	.	.	.	.
Automobile sales (new or used)	S	S	S	S	S
Automotive fuel sales	S	S	S	.	.
Bakery	.	.	.	.	.
Banks	.	.	.	.	.
Catering services	.	.	.	.	.
Bulk distribution center	S	.	.	.	.
College or university	.	.	.	.	.
Conference facilities	.	.	.	.	.
Contractor office with storage yard	S	.	.	S	S
Corporate office	.	.	.	.	.
Day care	.	.	.	.	.
Delicatessen	.	.	.	.	.
Dry cleaner	.	.	.	.	.
Financial services	.	.	.	.	.
Health services office, clinic or laboratory	.	.	.	.	.
Health or fitness club	.	.	.	.	.
Hotels	.	.	.	.	.
Kennel (indoor)	S	S	S	S	S
Mini-warehouse/self storage facility	S	S	S	S	S
Municipal offices	.	.	.	.	.
Museum	.	.	.	.	.
Parking garage	.	.	.	.	.
Pharmacy	.	.	.	.	.
Postal and reprographic service	.	.	.	.	.
Professional services	.	.	.	.	.
Recreational and sports facilities	S	.	.	.	.
Restaurants	.	.	.	.	.
Restaurants with drive-thru or drive in service	S	S	S	.	.
Salvage yards	S	.	.	S	S
School, business or trade	.	.	.	.	.
Swimming, tennis or sports club	.	.	.	.	.
Theater, drive in	.	.	.	.	.
Theater, movie or performance	.	.	.	.	.
Townhouse	.	.	.	.	.
Training facilities or classrooms	.	.	.	.	.
Travel agency	.	.	.	.	.
Wireless communications facility (monopole)	S	S	S	S	S

ZC – 3255 S Burleson BLVD



ZC – 3255 S Burleson BLVD

Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property
- Published in newspaper
- Signs Posted on the property



Legend

- 300 ft. Buffer
- Subject Property
- Properties within 300 ft
- Burleson

ZC – 3255 S Burleson BLVD

P&Z Summary

Vote

Recommended approval unanimously

Discussion

None

Speakers

None

ZC – 3255 S Burleson BLVD

Staff's Recommendation

- Staff recommends approval of an ordinance for the zoning change request to “C, Commercial”
- Commercial district conforms with the Comprehensive Plan, additionally the site is subject IH-35 design standards and overlay specific area 5.



Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 4.091 ACRES OF LAND OUT OF THE T.W. BUNDWICK SURVEY, ABSTRACT NO. 77, DESCRIBED IN THE DEED RECORDED UNDER VOLUME 513, PAGE 654, DEED RECORDS JOHNSON COUNTY, TEXAS (D.R.J.C.T) FROM DEFAULTED "A" AGRICUTURAL TO "C" COMMERCIAL, ADDRESSED AS 3255 S BURLESON BLVD, 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 Steven Everitt on January 21, 2025, under Case Number 25-016, 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 XX to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of Agricultural (A) to Commercial (C); 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 **Agricultural (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 described as approximately 4.091 ACRES OF LAND OUT OF THE T.W. BUNDWICK SURVEY, ABSTRACT NO. 77, DESCRIBED IN THE DEED RECORDED UNDER VOLUME 513, PAGE 654, Deed Records, Johnson County, Texas, included on Exhibit A, from defaulted A, Agricultural to C, Commercial for the property addressed as 3255 S Burleson BLVD.

Section 2.

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

Section 3.

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

Section 4.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such

ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

PASSED AND APPROVED:

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A Property Description

PROPERTY DESCRIPTION

BEING a tract of land out of the T.W. Bundwick Survey, Abstract Number 77, in the City of Burleson, Johnson County, Texas, and being that same tract of land described by deed to Joe D. Everitt and Martha N. Everitt as recorded under Volume 513, Page 654, Deed Records, Johnson County, Texas, (D.R.J.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar found for the east corner of said Everitt tract and the herein described tract;

THENCE South 63 degrees 38 minutes 01 seconds West, with the southeast line of said Everitt tract, a distance of 283.75 feet to a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" set (hereinafter called "capped rebar set") for the south corner thereof;

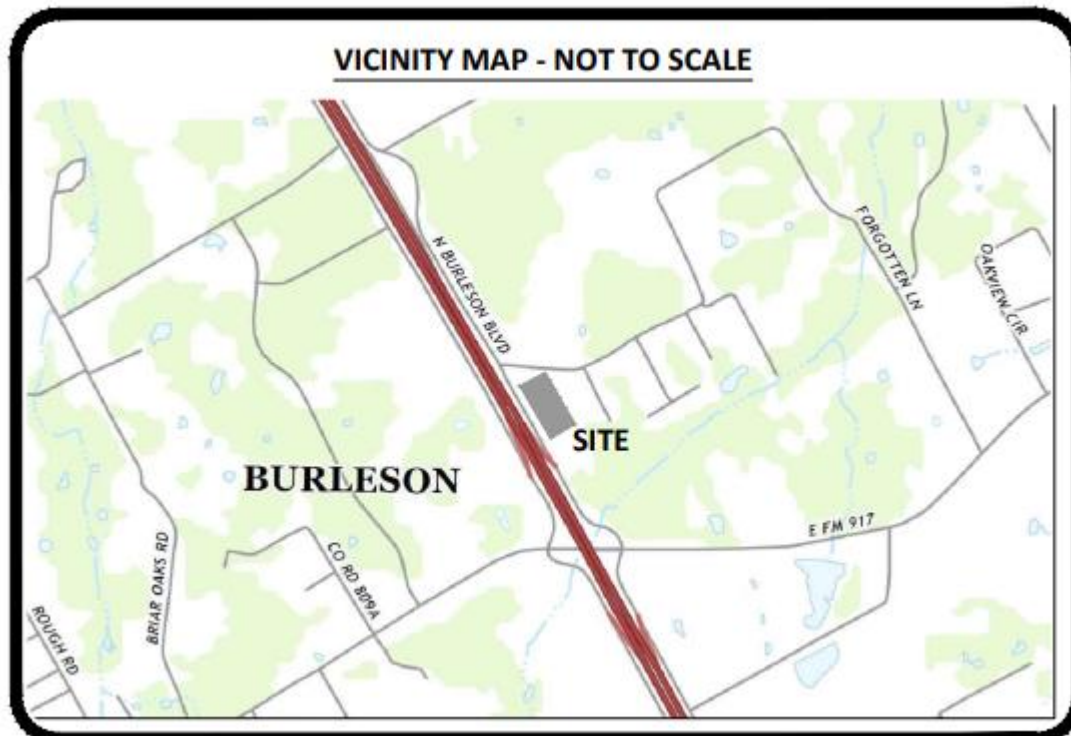
THENCE North 29 degrees 37 minutes 12 seconds West, with the southwest line of said Everitt tract, a distance of 622.59 feet to a capped rebar set for the westernmost corner thereof, same being the south corner of the "Second Tract" of land described by deed to Bethesda Water Supply Corporation as recorded under Volume 499, Page 398, (D.R.J.C.T.);

THENCE North 61 degrees 42 minutes 23 seconds East, with the southeast line of said "Second Tract", a distance of 223.00 feet to a point for the east corner thereof, same being in the southwest line of the "First Tract" as described by said deed to Bethesda Water Supply Corporation;

THENCE South 28 degrees 17 minutes 37 seconds East, with the southwest line of said "First Tract", a distance of 55.00 feet to a 4 inch metal fence corner post found for the south corner thereof;

THENCE North 61 degrees 42 minutes 33 seconds East, with the southeast line of said "First Tract", a distance of 75.00 feet to a 4 inch metal fence corner post found for the east corner thereof, from which a 1 inch iron pipe found for the north corner of said "First Tract" bears North 28 degrees 17 minutes 37 seconds West, a distance of 75.00 feet;

THENCE South 28 degrees 17 minutes 37 seconds East, with the northeast line of said Everitt tract, a distance of 576.96 feet, returning to the **POINT OF BEGINNING** and enclosing 4.091 acres (178,224 square feet) of land, more or less.



City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Director
MEETING: March 24, 2025

SUBJECT:

654 SW Wilshire BLVD (Case 24-377): Hold a public hearing and consider and take possible action on a zoning ordinance change request from “GR, General Retail”, to “GR, General Retail with a Specific Use Permit for a Liquor Store”. *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-1)*

SUMMARY:

On December 23, 2024, an application was submitted by William C. Johnson BTX Bottle Shoppe LLC for a zoning change request for to allow liquor sales at 654 SW Wilshire BLVD.

Development Overview:

This site is part of a commercial shopping center strip located within Burleson Plaza. The location is zoned GR, General Retail and requires a Specific Use Permit to allow liquor sales at this site. If approved, liquor sales would only apply to the tenant of the unit addressed as 654 SW Wilshire BLVD and as shown on the ordinance exhibit(s).

In considering whether to grant a specific use permit, the following supplemental regulations must be met unless otherwise approved by City Council:

Supplemental Regulation	Applicant Response
Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage without City Council approval.	BUILDING IS NOT LOCATED IN THESE AREAS
Minimum building size shall be 5,000 sq. ft.	ACKNOWLEDGED - BUILDING IS APPROXIMATELY 8,700 SQUARE FEET

No liquor stores shall be allowed within 1,000 feet of another liquor store as measured in a straight line from their respective property lines.	BUILDING IS NOT LOCATED NEAR ANOTHER LIQUOR STORE
A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.	BUILDING DOES NOT/WILL NOT HAVE A DRIVE THROUGH OR DRIVE UP ACCESS
The liquor store has an independent entrance for deliveries and customers. "Partitioned" means walls or other physical divisions separating the liquor store from all other retail or commercial establishments.	YES, CUSTOMERS ENTER THROUGH THE FRONT ENTRANCE AND DELIVERIES ENTER THROUGH THE BACK ENTRANCE
All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.	DUE TO \$400 PER WINDOW COST, SHATTER PROOF FILM WILL BE INSTALLED UPON CITY APPROVAL OF BUSINESS LOCATION
Shall provide additional landscaping between front facade and the parkway.	NOT APPLICABLE DUE TO COMPLETE CEMENT PARKING LOT
Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage	NOT APPLICABLE DUE TO COMPLETE CEMENT PARKING LOT

This site is designated in the Comprehensive Plan as Community Commercial.

This land use category is intended to provide suitable areas for the development of light to medium intensity commercial uses to support surrounding urban development.

Staff supports the specific use permit request for liquor sales as the use type generally conforms to the uses of the GR, General Retail zoning district.

RECOMMENDATION:

Recommend approval of the ordinance to City Council; with the condition that liquor store sales only apply to the unit addressed as 654 SW Wilshire (Case 24-377).

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

February 25, 2025 – Planning and Zoning Commission recommended approval unanimously.

August 20, 2002 – City of Burleson approved the replat for Burleson Plaza.

REFERENCE:

[City of Burleson, TX ZONING DISTRICTS](#)

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

ZC – 654 SW Wilshire

Location:

- 654 SW Wilshire
- Burleson Plaza

Applicant:

William C. Johnson (BTX Bottle Shoppe LLC)

Item for approval:

Zoning Change from "GR" General Retail to "GR" General Retail with a SUP for a liquor store (Case 24-377)

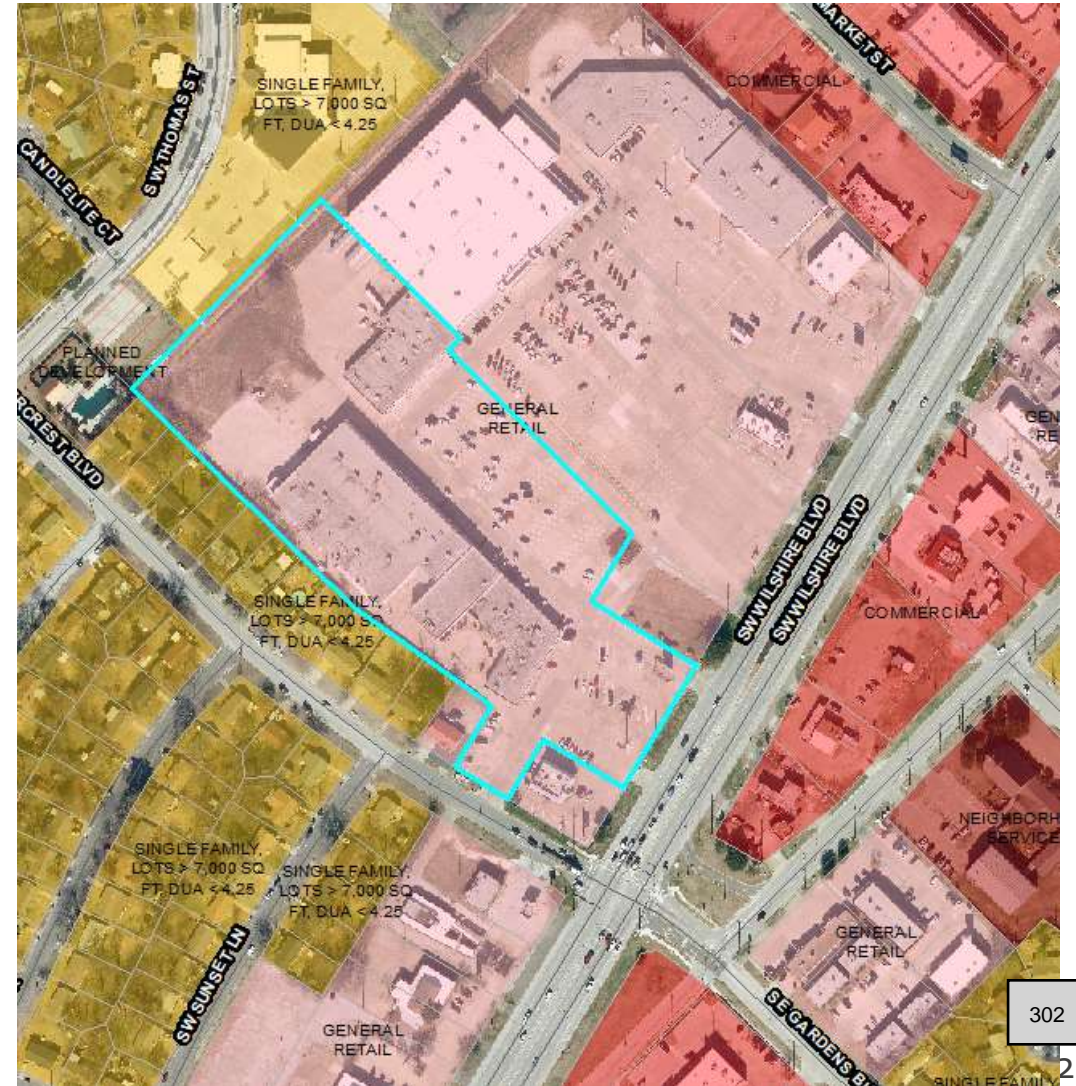
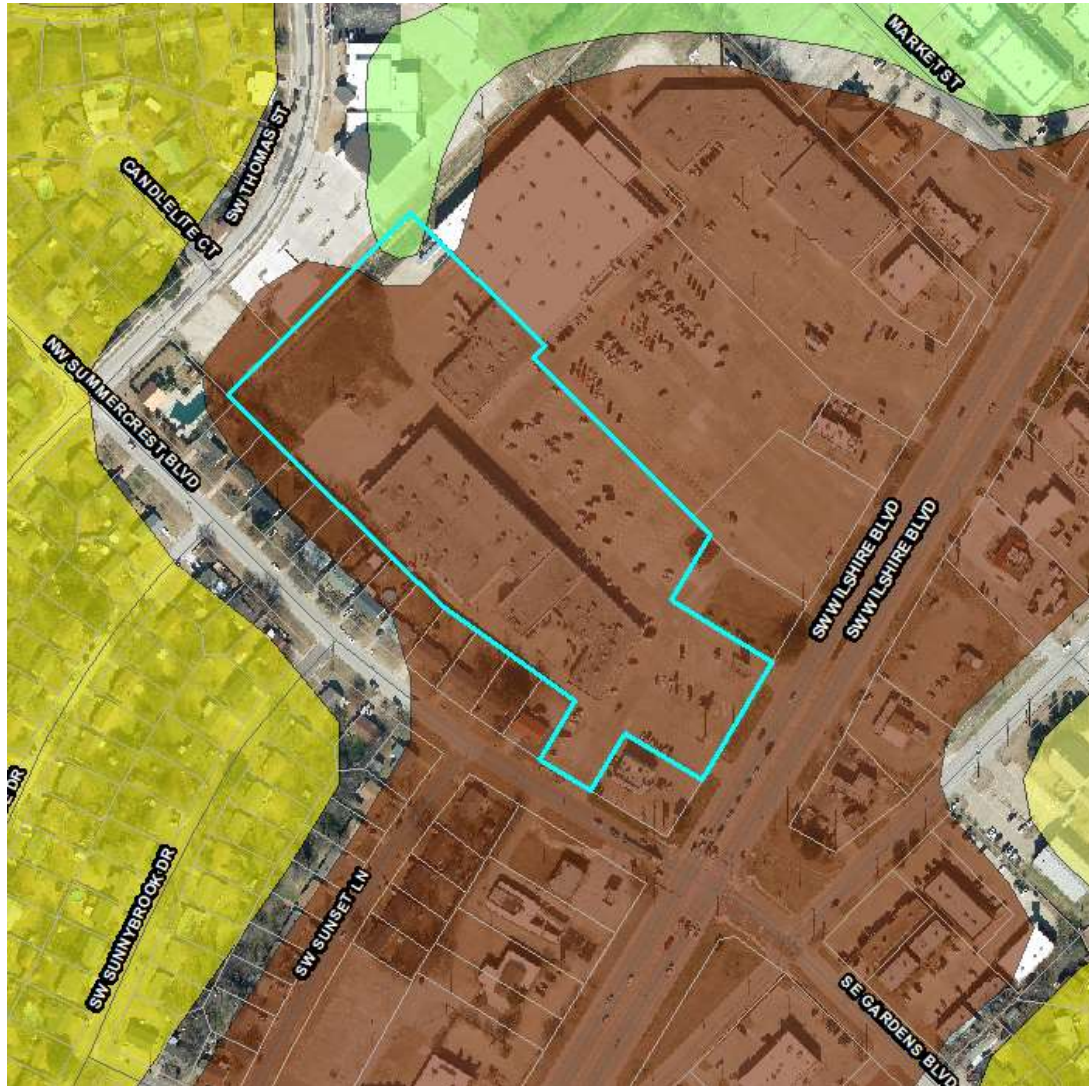


Comprehensive Plan

Community Commercial

Zoning

GR, General Retail



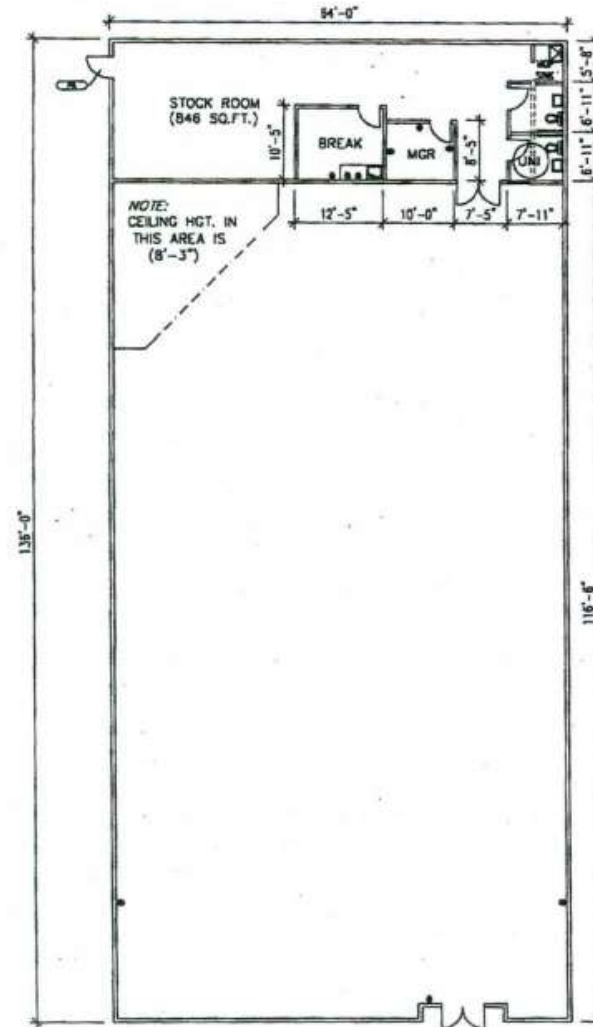
ZC – 654 SW Wilshire

Supplemental Regulation	Applicant Response
Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage without City Council approval.	BUILDING IS NOT LOCATED IN THESE AREAS
Minimum building size shall be 5,000 sq. ft.	ACKNOWLEDGED - BUILDING IS APPROXIMATELY 8,700 SQUARE FEET
No liquor stores shall be allowed within 1,000 feet of another liquor store as measured in a straight line from their respective property lines.	BUILDING IS NOT LOCATED NEAR ANOTHER LIQUOR STORE
A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.	BUILDING DOES NOT/WILL NOT HAVE A DRIVE THROUGH OR DRIVE UP ACCESS
The liquor store has an independent entrance for deliveries and customers. "Partitioned" means walls or other physical divisions separating the liquor store from all other retail or commercial establishments.	YES, CUSTOMERS ENTER THROUGH THE FRONT ENTRANCE AND DELIVERIES ENTER THROUGH THE BACK ENTRANCE
All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.	DUE TO \$400 PER WINDOW COST, SHATTER PROOF FILM WILL BE INSTALLED UPON CITY APPROVAL OF BUSINESS LOCATION
Shall provide additional landscaping between front facade and the parkway.	NOT APPLICABLE DUE TO COMPLETE CEMENT PARKING LOT
Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage	NOT APPLICABLE DUE TO COMPLETE CEMENT PARKING LOT

ZC – 654 SW Wilshire



FLOOR PLAN AND SITE PLAN



SALES AREA:	7257
STOCK AREA:	846
OTHER:	544
GROSS:	8647

ZC – 654 SW Wilshire

Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property
- Published in newspaper
- Signs Posted on the property



ZC – 654 SW Wilshire

P&Z Summary

Vote

Recommended approval 7-1

Discussion

Discussed location of product delivery versus customer point of sales, as well as TABC licenses and requirements related to liquor sales.

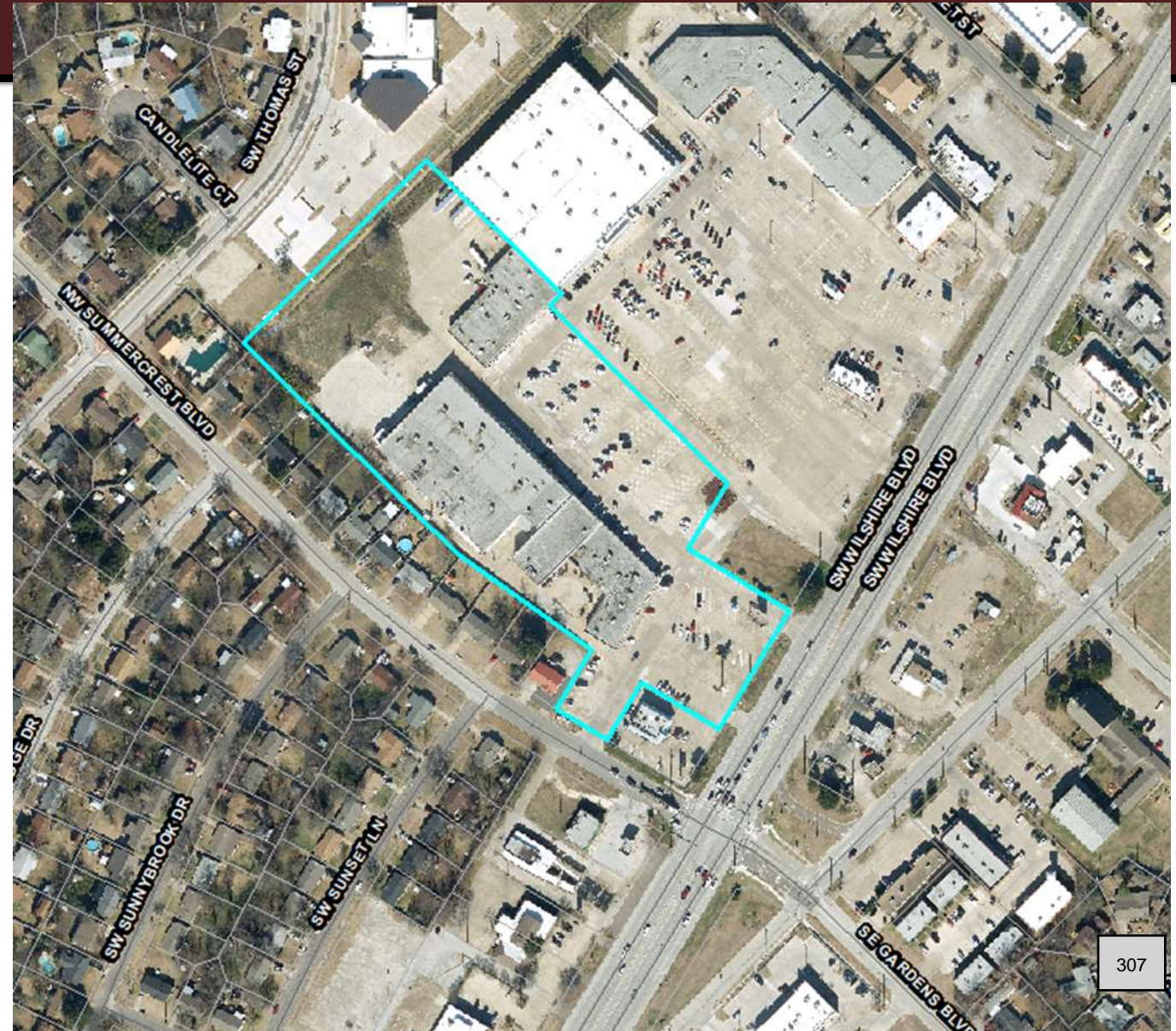
Speakers

None

ZC – 654 SW Wilshire

Staff's Recommendation

- Staff recommends approval of an ordinance for the zoning change request to “GR, General Retail with a specific use permit for a Liquor Store” with the condition liquor sales only apply to the unit addressed as 654 SW Wilshire.
- Retail use conforms with the Comprehensive Plan



Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 8.731 ACRES OF LAND DESCRIBED AS LOT 2R-1, BLOCK 1, BURLESON PLAZA IN THE PLAT FILED IN VOLUME 9, PAGE 48, SLIDE B-666, PLAT RECORDS JOHNSON COUNTY, TEXAS (P.R.J.C.T) FROM "GR" GENERAL RETAIL TO "GR" GENERAL RETAIL WITH A SPECIFIC USE PERMIT FOR LIQUOR STORE SALES AT THE LOCATION ADDRESSED AS 654 SW WILSHIRE BLVD, 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 **William C. Johnson** on **December 23, 2024**, under **Case Number 24-377**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **7 to 1** to recommend XX to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **General Retail (GR)** to **General Retail (GR) with a Specific Use Permit (SUP) for a Liquor Store at the unit addressed as 654 SW Wilshire**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest

were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

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

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

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

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

Section 1
MAP AND ZONING AMENDMENT

The Official Zoning Map is hereby amended insofar as it relates to certain land described as LOT 2R-1, BLOCK 1, BURLESON PLAZA IN THE PLAT FILED IN VOLUME 9, PAGE 48, SLIDE B-666, Plat Records, Johnson County, Texas, included on Exhibit A, from GR, General Retail to GR, General Retail with a Specific Use Permit (SUP) for a Liquor Store at the unit addressed as 654 SW WILSHIRE BLVD.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

PASSED AND APPROVED:

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

**Exhibit A
Property Description**

STATE OF TEXAS }

COUNTY OF JOHNSON }

KNOW ALL MEN BY THESE PRESENTS, That, *Burleson Shopping Center, L.P.*, acting by and through the undersigned, its duly authorized agent, is the owner of the following described real property, to wit:

All of Lot 2-R, Block 1, BURLESON PLAZA, an Addition to the City of Burleson, Johnson County, Texas, according to Plat recorded in Volume 8, Page 36, Plat Records, Johnson County, Texas, and all of Lot 5, Block 1, BURLESON PLAZA, an Addition to the City of Burleson, Johnson County, Texas, according to Plat recorded in Volume 1, Page 398, Plat Records, Johnson County, Texas, being more particularly described, as follows:

Beginning at a 5/8" iron found at the northeast corner of said Lot 2-R and the northwest corner of Lot 1, Block 1, BURLESON PLAZA, an Addition to the City of Burleson, Johnson County, Texas, according to Plat recorded in Volume 1, Page 398, Plat Records, Johnson County, Texas, and being in the southeasterly line of that certain tract of land conveyed to Trinity Assembly of God Church of Burleson, by deed recorded in Volume 1476, Page 802, Deed Records, Johnson County, Texas;

THENCE South 45 degrees 03 minutes 00 seconds East, 320.00 feet to a "Y" cut in concrete found;

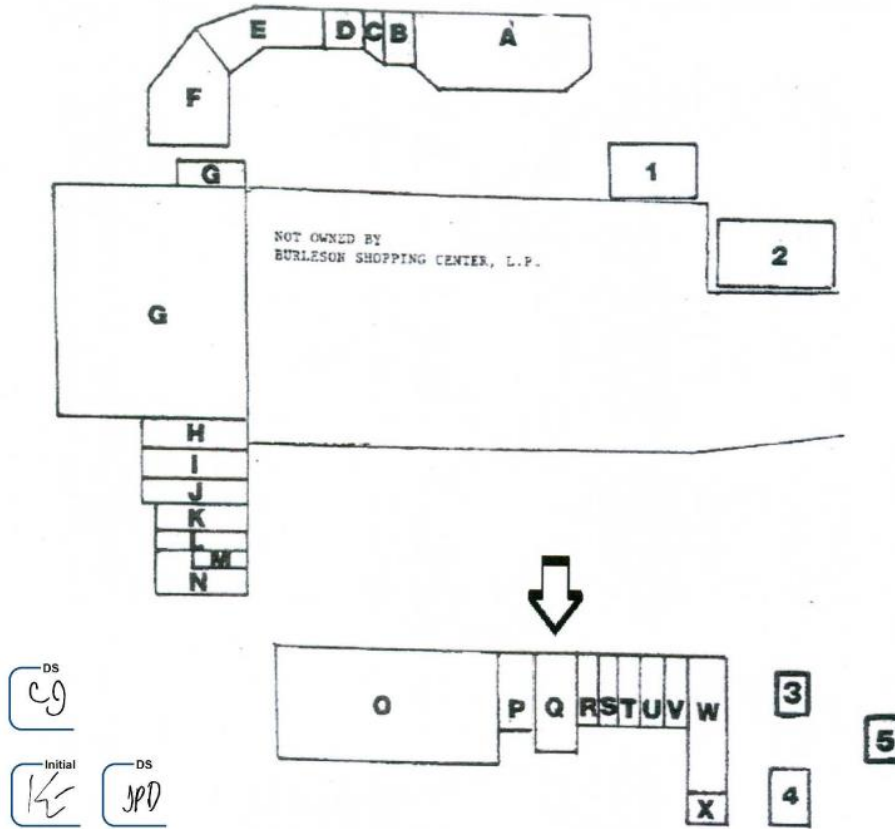
THENCE South 44 degrees 57 minutes 00 seconds West, 34.80 feet to a "Y" cut in concrete found;

THENCE South 45 degrees 03 minutes 00 seconds East, 471.40 feet to a "Y" cut in concrete found;

THENCE South 58 degrees 28 minutes 00 seconds East, 150.00 feet to a 1/2" iron found in the north line of Southwest Wilshire Boulevard-State Highway No. 174 (a 160 foot wide R.O.W.);

THENCE South 31 degrees 32 minutes 00 seconds West, along the north line of said Southwest Wilshire Boulevard, 350.00 feet to a 5/8" iron found at the southeast corner of Lot 4, Block 1, BURLESON PLAZA, an Addition to the City of Burleson, Johnson County, Texas, according to Plat recorded in Volume 1, Page 398, Plat Records, Johnson County, Texas;

Specific Use Permit only applies to the unit addressed as 654 SW Wilshire (shown as "Q" in the below exhibit)



City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony D. McIlwain, Development Services Director
MEETING: March 24, 2025

SUBJECT:

Consider and take possible action on a resolution approving the parks plan associated with the Pecan Grove planned development. *(Staff Contact: Tony McIlwain, Development Services Director)*

SUMMARY:

Pecan Grove is a planned development consisting of 81 residential lots, two HOA lots and two common space lots on 35.525 acres of land. The property is located along the south right-of-way of CR 714, approximately 250' east of Russell Farm. The planned development zoning contains the following language within Section 2.A Subdivision Design:

**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.

Staff prematurely released the civil construction plans prior to Council's consideration and approval of the proposed park improvements. The landscape plan illustrates a park area and pond with a fountain feature, and a small dog park and park area. There is an additional dog park shown on the plan, but the extension of the detention feature (i.e. Pond B), will affect the feasibility of its occurrence at this location. It shall be noted that these are private park features and not subject to the City's park design standards, nor maintenance. The Parks and Recreation Department has reviewed the park area details and the landscape plan submitted by the developer, and have no objections. Per the approved PD zoning, a parkland development fee of \$24,300 (81 lots x \$300 per lot) may be credited towards proposed improvements within the Pecan Grove development. Based on the attached quotes, the developer's improvements will exceed this required parkland development fee.

RECOMMENDATION:

Staff recommends approval of the detailed plan and proposed improvements.

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.

REFERENCE:

CSO#1461-08-2020

FISCAL IMPACT:

Proposed Expenditure/Revenue: N/A

Account Number(s): N/A

Fund: N/A

Account Description: N/A

STAFF CONTACT:

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



Pecan Grove Parks Plan

CITY COUNCIL: MARCH 24, 2025

STAFF PRESENTER: TONY MCILWAIN, DIRECTOR OF DEVELOPMENT SERVICES

Background

- The purpose of this item is to approve the proposed Pecan Grove parks plan.
- Pecan Grove is a planned development (PD) consisting of 81 residential lots, two HOA lots and two common space lots on 35.525 acres of land.
- The property is located along the south right-of-way of CR 714, approximately 250' east of Russell Farm.
- The development will contain 8.25 acres of open space to include a pond with fountain, playground area, and small dog park.

History

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.

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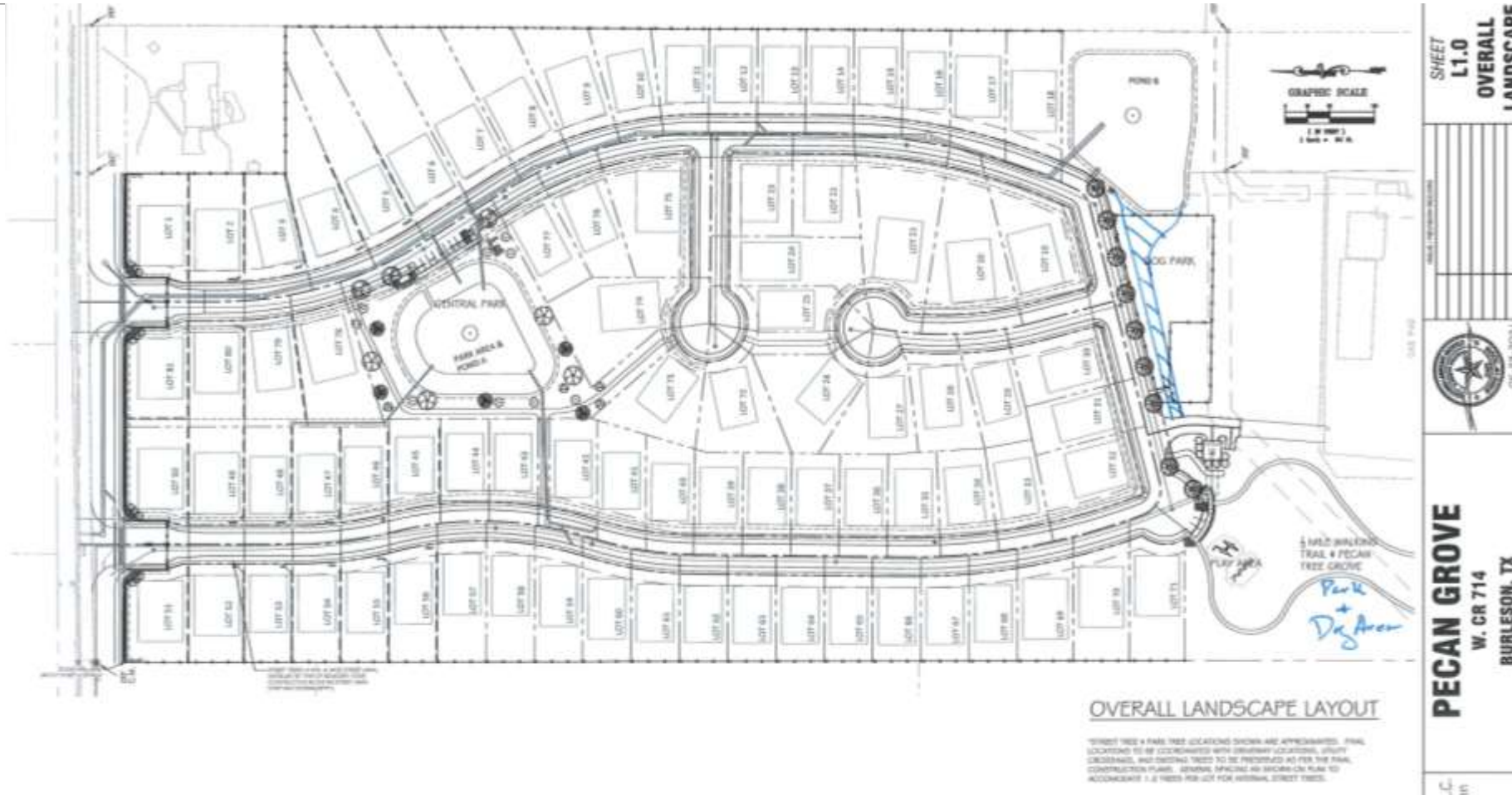
Park Plan Requirements

- The Planned Development contains the following provision:

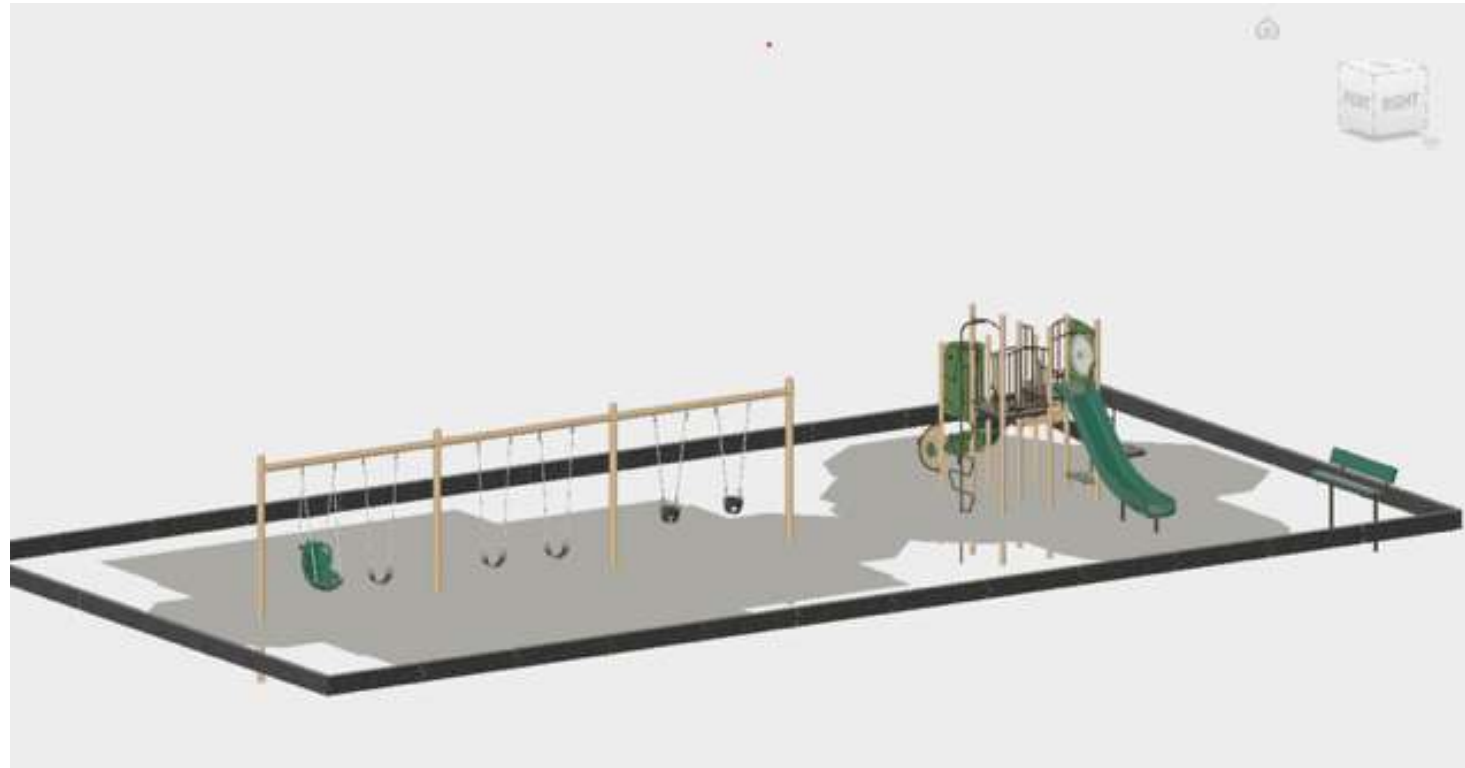
Section 2.
SUBDIVISION DESIGN

- 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.

Park Plan



Park Playground Depiction



The updated park plan and associated estimate were submitted to City staff February 26, 2025

Park Playground



Current conditions as of March 14, 2025

Park Playground



Park Playground





Proposed Dog Park Area

THE PROPOSED DOG PARK AREA IS CURRENTLY PROPOSED TO BE ADJACENT TO THE PLAYGROUND

- THE PD STIPULATES:
 - DOG PARK
 - PLAYGROUND
 - IMPROVEMENTS GREATER OR EQUAL TO \$24,300
 - THERE ARE NO DESIGN STANDARDS SPECIFIED WITHIN THE PD

Recommendation

- Staff recommends approval of the parks plan for Pecan Grove:
 - The submitted plan illustrates the required components of the PD.
 - The Parks and Recreation Department has no objection to the proposed improvements. The features are private and not city-owned or maintained.
 - Per the approved PD zoning, a parkland development fee of \$24,300 (81 lots x \$300 per lot) may be credited towards proposed improvements within the Pecan Grove development. Based on the attached quotes, the developer's improvements will exceed this required parkland development fee.

Questions/ Comments

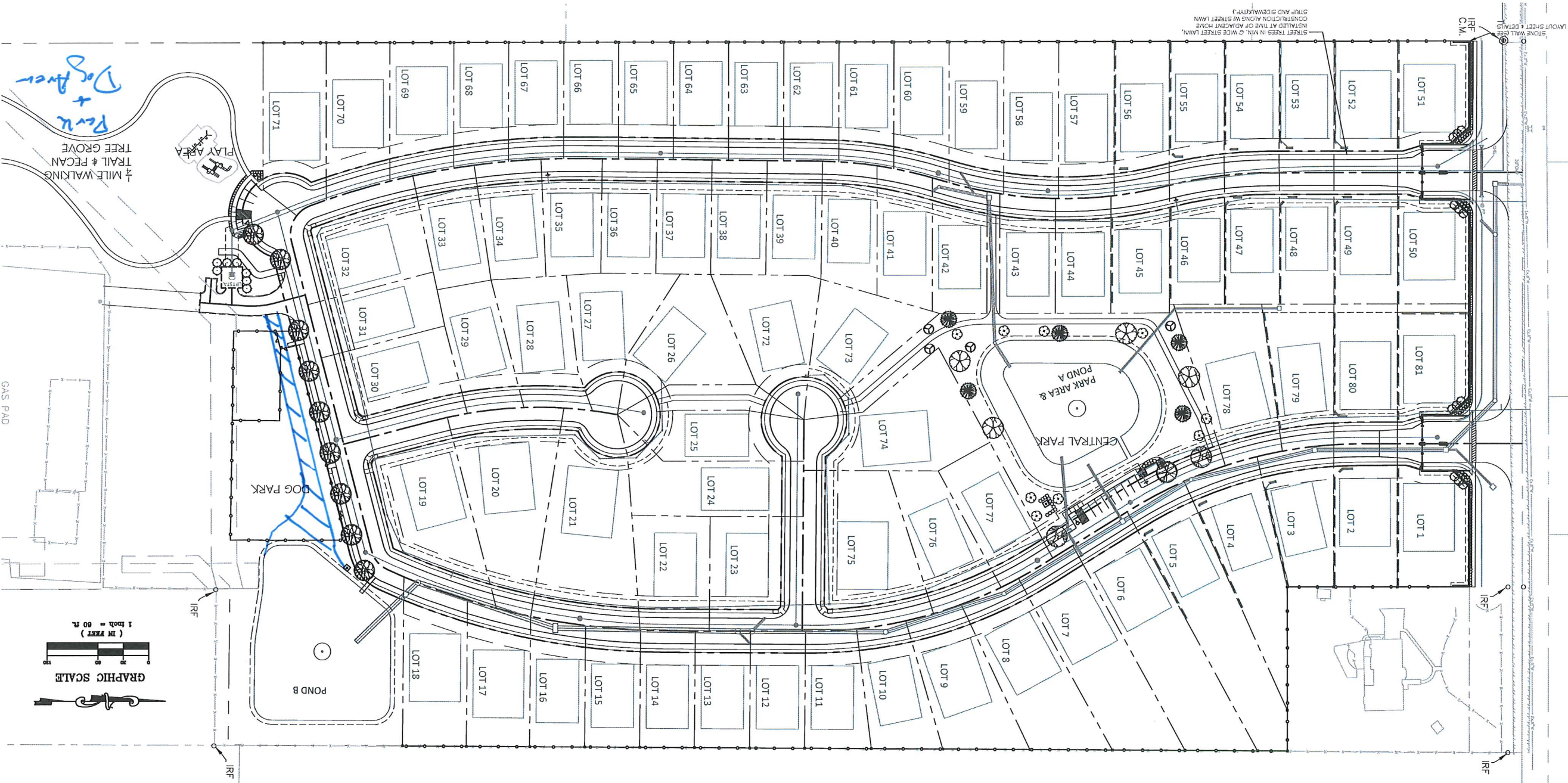
STAFF CONTACT:

TONY D. MCILWAIN, AICP, CFM

DEVELOPMENT SERVICES DIRECTOR

TMCILWAIN@BURLESONTX.COM

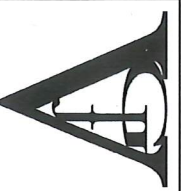
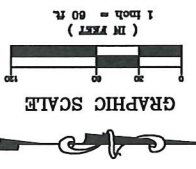
817-426-9684



STREET TREE & PARK TREE LOCATIONS SHOWN ARE APPROXIMATED. FINAL LOCATIONS TO BE COORDINATED WITH DRIVEWAY LOCATIONS, UTILITY CROSSINGS, AND EXISTING TREES TO BE PRESERVED AS PER THE FINAL CONSTRUCTION PLANS. GENERAL SPACING AS SHOWN ON PLAN TO ACCOMMODATE 1-2 TREES PER LOT FOR INTERNAL STREET TREES.

OVERALL LANDSCAPE LAYOUT

1/2 MILE WALKING TRAIL & PECAN TREE GROVE
Park + Dog Area



LANDARCH STUDIO L.L.C.
 G. I. Joseph Vaughn
 480 Cloud View Ct
 Prosper, TX 75078
 t 972-827-5677

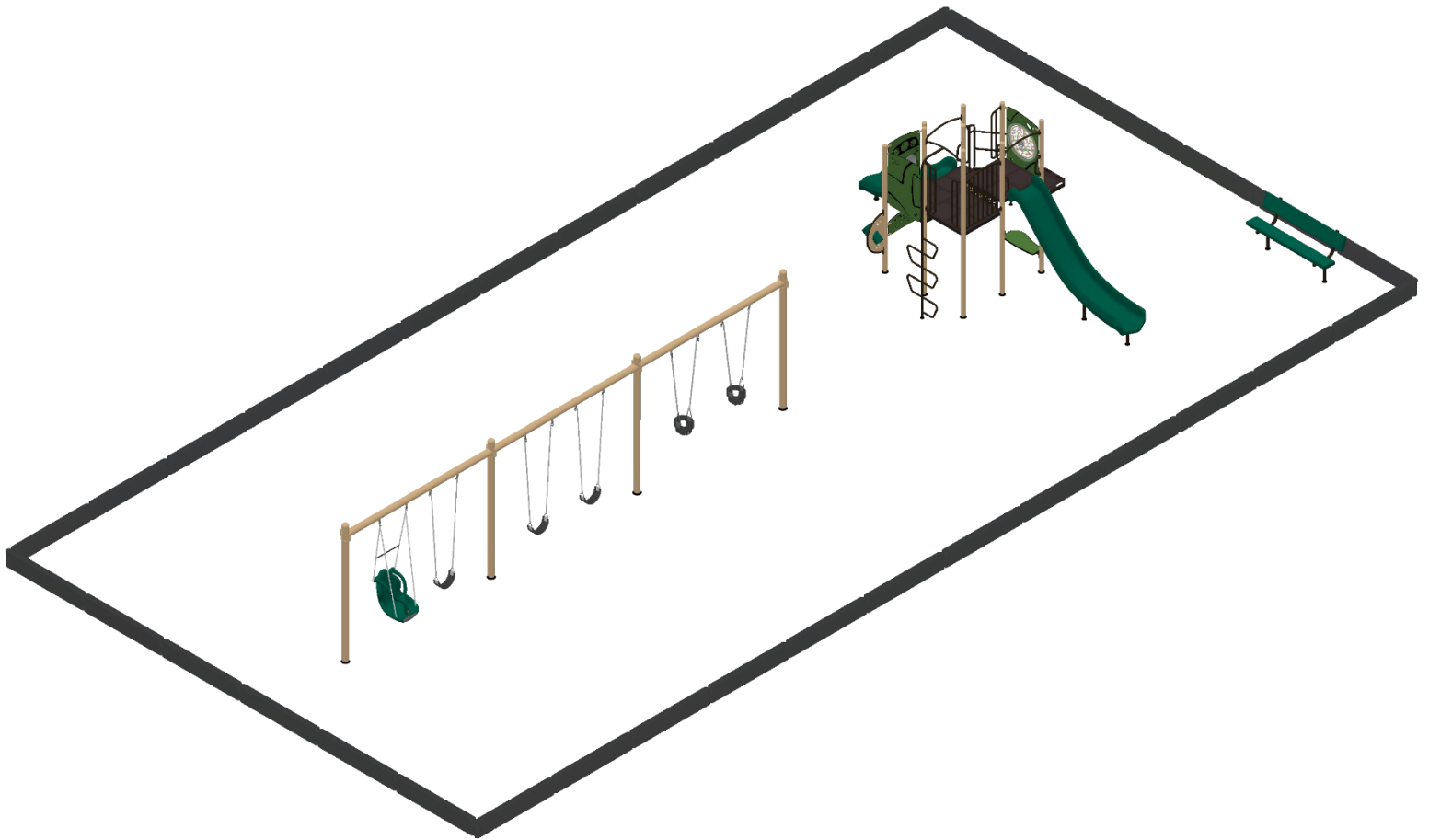
PECAN GROVE
 W. CR 714
 BURLESON, TX



ISSUE / REVISION RECORD

NO.	DATE	DESCRIPTION

SHEET
 L1.0
 OVERALL
 LANDSCAPE



Child's Play, Inc.

10661 Shady Trail | Dallas, TX 75220 | 972-484-0600

November 15, 2024

Dear : Cody Weiss

Child's Play, Inc. is delighted to provide Windmill Properties with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Child's Play, Inc. is confident that this proposal will satisfy Merrick UFSD's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with Merrick UFSD. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Casey Weiss

Sales Representative

Child's Play, Inc.
10661 Shady Trail
Dallas, TX 75220
www.childsplayinc.net
www.bciburke.com

Phone: 972-484-0600

Fax: 972-484-0333

COOPERATIVE PURCHASING OPTIONS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

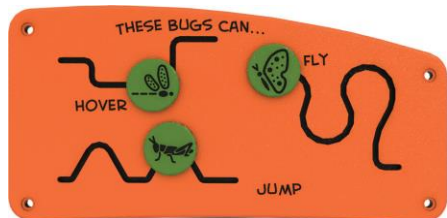
SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or visit bciburke.com/rep. Our passion is bringing play to communities like yours and we can't wait to help you get started!



FEATURED PLAY EVENTS



BUG ACCESSIBLE REACH PANEL

Interactive play events provide opportunities for social interaction while increasing coordination and adding additional sensory stimulation to the playground.



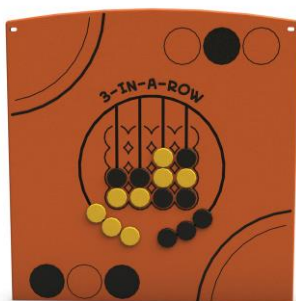
ROCK 'N' ROLL SLIDE

This exclusive slide adds excitement to your playgrounds. It features 'Burke Built™' quality, and the double-wall compounded plastic construction means it is stronger and will last longer.



CAR PANEL

Interactive play events provide opportunities for social interaction while increasing coordination and adding additional sensory stimulation to the playground.



3-IN-A-ROW PANEL

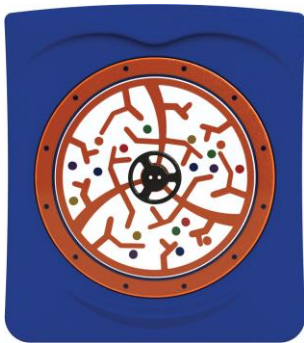
Play panels offer opportunities for all children to develop skills, have fun and spend time learning outside. 3-In-A-Row is a way to bring games to the playground and teach cooperation.

FEATURED PLAY EVENTS



VELO™ SLIDE

Rapid and swift, the Velo Slide is designed to be the fastest, most exciting sliding experience for kids!



COLLISION PANEL

Interact with Burke's Collision Panel to encourage exploration, interaction and develop fine-motor skills for children with all abilities.



Freedom Swing Seat

The Freedom inclusive Swing Seat allows children of all abilities to enjoy the childhood joy of swinging in a safe and secure seat.

DESIGN SUMMARY

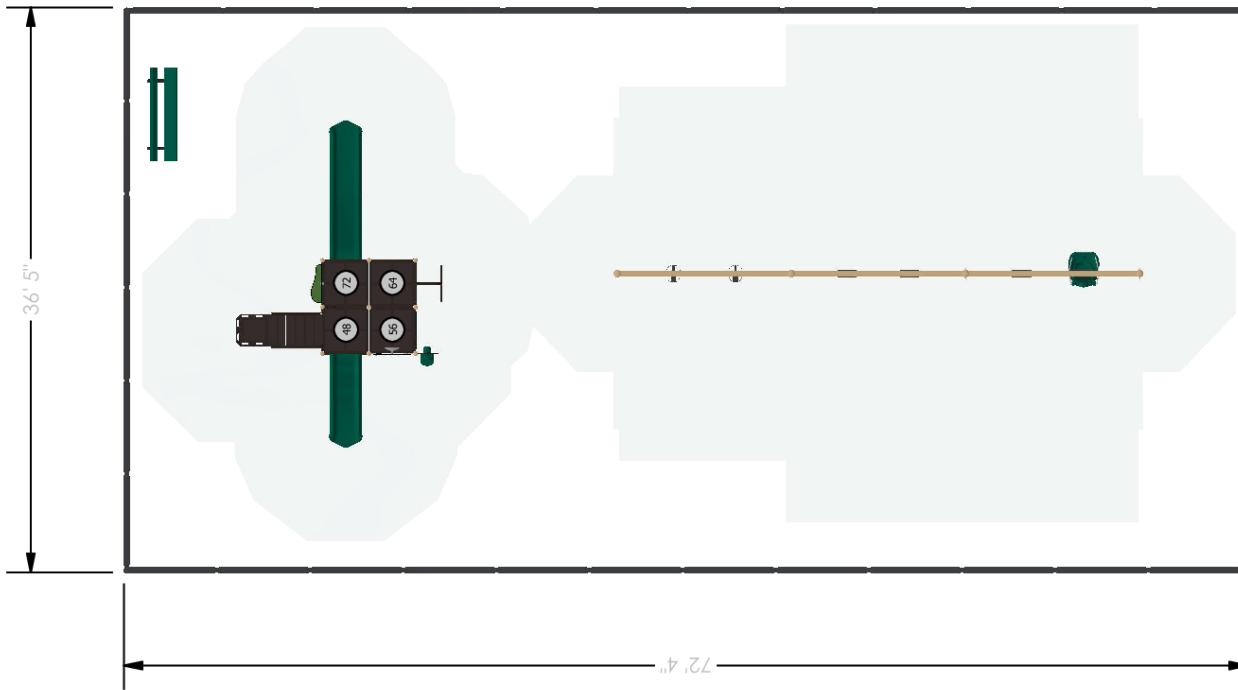
Child's Play, Inc. is very pleased to present this Proposal for consideration for the Windmill Properties playground. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Windmill Properties. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Windmill Properties
- Project Number: Windmill
- User Capacity: 46
- Age Groups: 5 to 12
- Dimensions: 33' 2"x70' 4"
- Designer Name: Luke Schueller

Child's Play, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Windmill Properties playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # Windmill has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

Thank you in advance for giving us the opportunity to make this project a success.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

TOTAL EVENTS	PLAYGROUND ACCESSIBILITY (Provided/Required)				TYPES OF GROUND EVENTS
	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	
12	7 / 4	7 / 0	0 / 0	8 / 2	3 / 2

OVERALL BOUNDING OF USE ZONES
 Area: 2628.1 sq.ft.
 Perimeter: 217.3 ft.
STRUCTURE SIZE: 72' 4" x 36' 5"
POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES LINE: Synergy | Burke Basics | 6' Stone Borders

GROUP: Structure | Freestanding

DESIGNED FOR AGES: 5 to 12

Burke
PLAY THAT MOVES YOU.

SITE PLAN VIEW

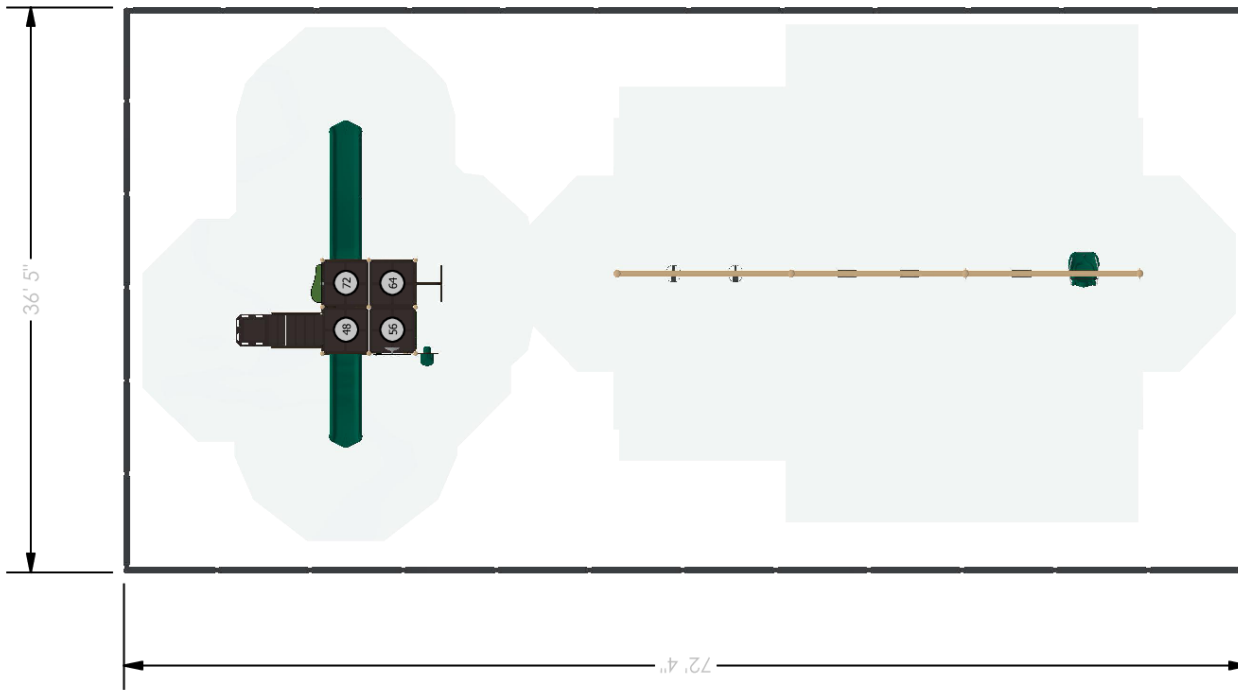
11/15/2024

Child's Play, Inc.
Windmill

Designer: Luke Schueller

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

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The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

TOTAL EVENTS	PLAYGROUND ACCESSIBILITY (Provided/Required)				TYPES OF GROUND EVENTS
	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	
12	7 / 4	7 / 0	0 / 0	8 / 2	3 / 2

OVERALL BOUNDING OF USE ZONES
 Area: 2628.1 sq.ft.
 Perimeter: 217.3 ft.
STRUCTURE SIZE: 72' 4" x 36' 5"
POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES LINE: Synergy | Burke Basics | 6' Stone Borders

GROUP: Structure

DESIGNED FOR AGES: 5 to 12

Burke
PLAY THAT MOVES YOU.

SITE PLAN VIEW

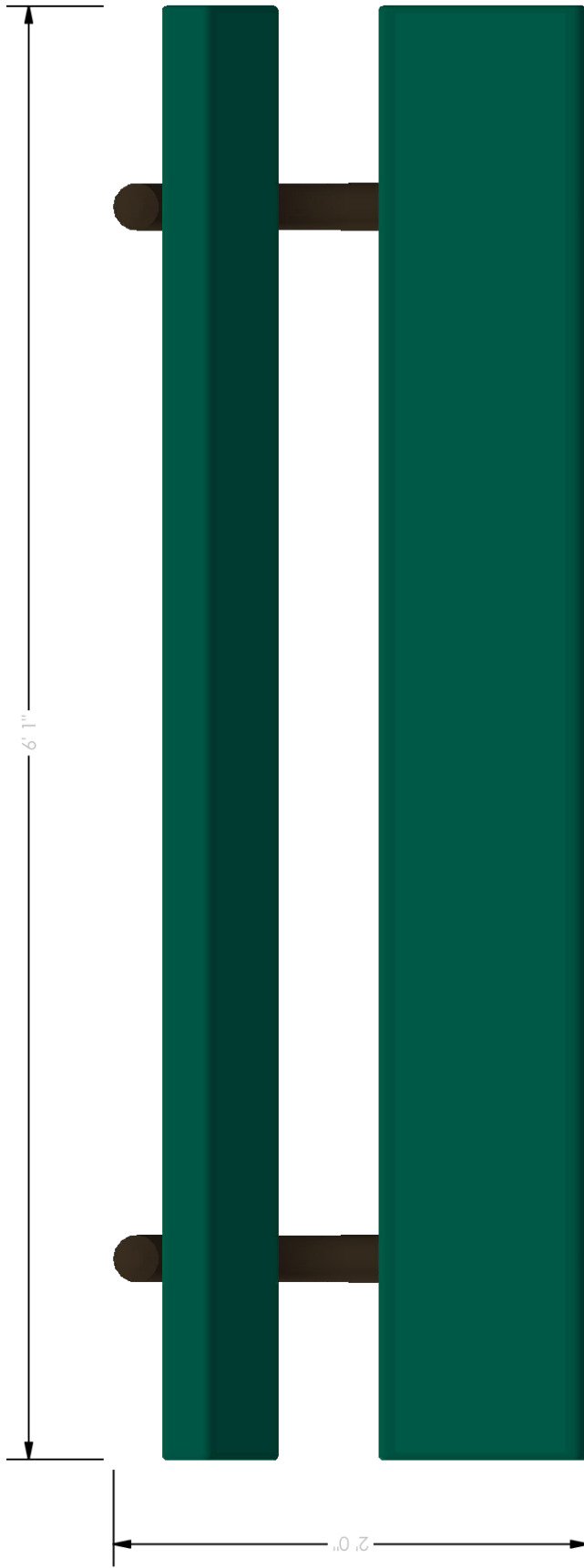
11/15/2024

Child's Play, Inc.
Windmill

Designer: Luke Schueller

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

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SERIES LINE: Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12



SITE PLAN VIEW

11/15/2024

Child's Play, Inc.
Windmiller

Designer: Luke Schueller

OVERALL BOUNDING OF USE ZONES

Area: 2628.1 sq. ft.

Perimeter: 217.3 ft.

STRUCTURE SIZE: 7' 4" x 36' 5"

POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

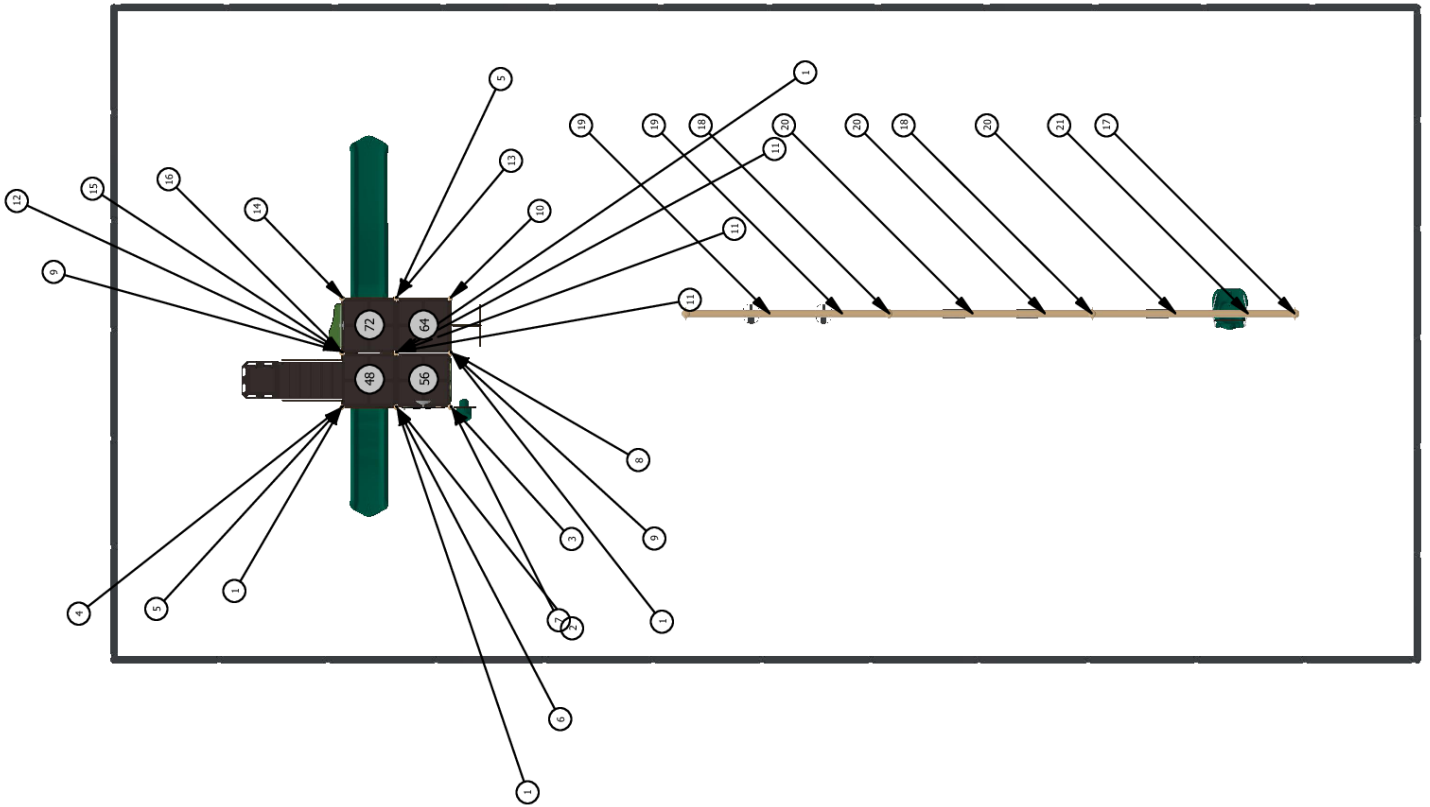
PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS		RAMP ACCESSIBLE EVENTS		TYPES OF GROUND EVENTS	
		7 / 4	7 / 0	0 / 0	8 / 2	3 / 2	
12	7 / 4	7 / 0	0 / 0	8 / 2	3 / 2		

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

ITEM	COMP.	DESCRIPTION
1	290-0102	SQUARE PLATFORM
2	590-0094	BUG PANEL, ACCESSIBLE REACH
3	590-0122	DRUM CRESCENT PANEL
4	490-0132	ROCK N ROLL SLIDE 40"-48"
5	490-0141	SLIDE SIT DOWN BAR
6	590-0129	CAR PANEL, ABOVE PLATFORM
7	590-0112	3-IN-A-ROW PANEL, ABOVE PLATFORM
8	390-0309	SNAKE CLIMBER 56"-72"
9	290-0110	CLIMBER ENCLOSURE
10	590-0395	PIPE WALL
11	290-0101	8" CLOSURE PLATE
12	490-0175	SYNERGY POST TO POST BENCH
13	490-0144	VELO SLIDE 64"-72"
14	590-0149	COLLISION PANEL, ABOVE PLATFORM
15	290-0118	24" TRANSITION CLIMBER
16	390-0149	TRANSFER STATION, HANDRAIL 48"
17	550-0201	SINGLE POST SWING ASSEMBLY 5" OD
18	550-0202	SINGLE POST SWING ADD-ON 5" OD
19	550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN
20	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
21	550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN
22	046-0053	6ft STONEBORDER/2 DRIVE PINS



SERIES LINE: Synergy | Burke Basics | 6' Stone Borders

COMPONENT VIEW

GROUP:
Structure

11/15/2024

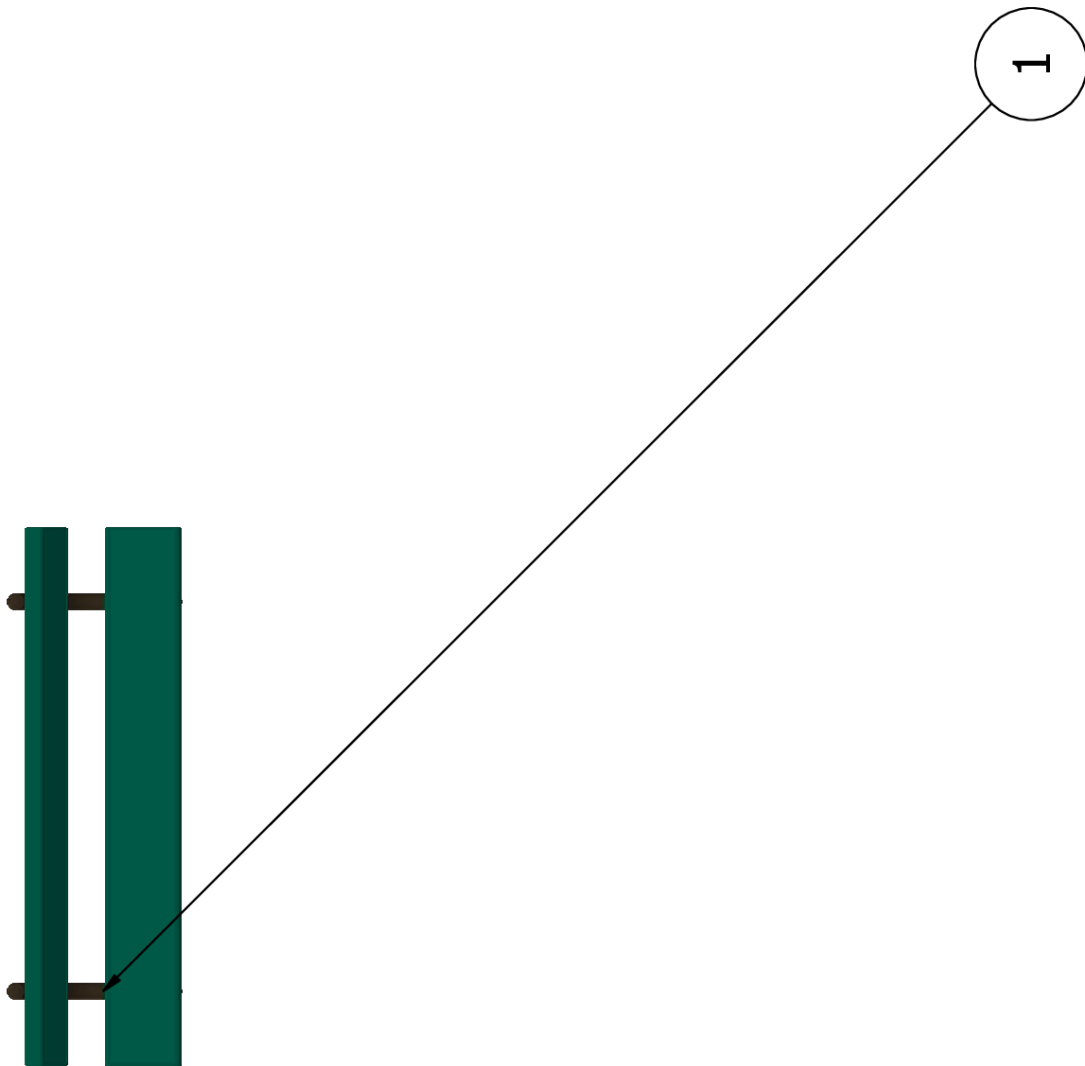
DESIGNED FOR AGES:
5 to 12

Child's Play, Inc.
Windmill

Designer: Luke Schueller

Burke
PLAY THAT MOVES YOU

ITEM	COMP.	DESCRIPTION
1	580-0172	6' PVC TRADITIONAL BENCH W/BACK, STATIONARY



SERIES LINE: Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12

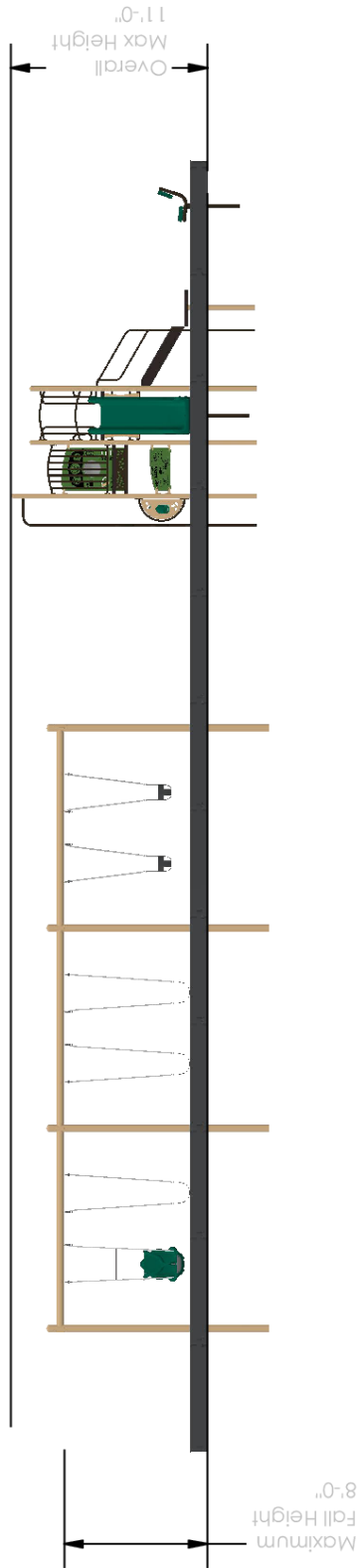


COMPONENT VIEW

11/15/2024

Child's Play, Inc.
Windmill

Designer: Luke Schueller



SERIES LINE: Synergy | Burke Basics | 6' Stone Borders

ELEVATION VIEW

GROUP:
Structure | Freestanding

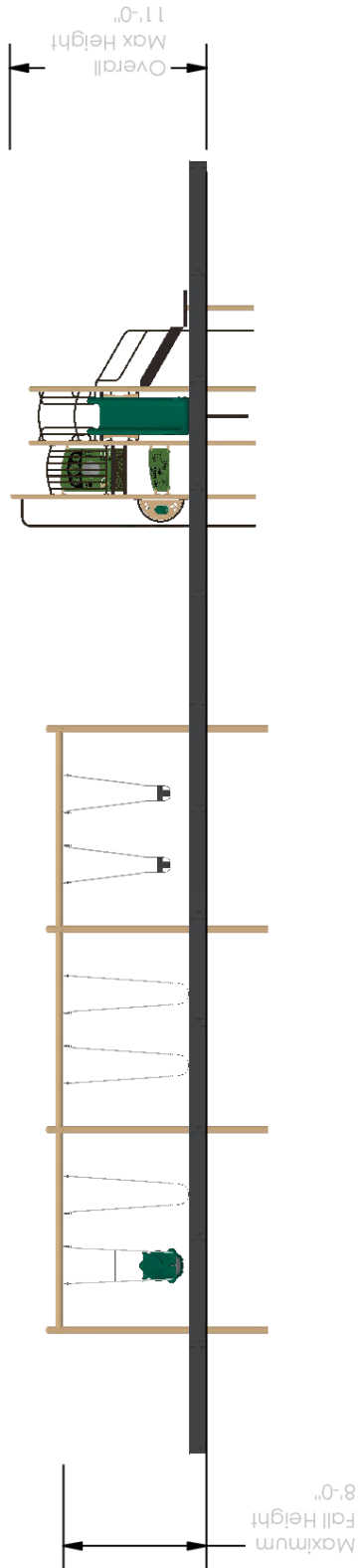
11/15/2024

DESIGNED FOR AGES:
5 to 12

Child's Play, Inc.
Windmill

Designer: Luke Schueller

Burke
PLAY THAT MOVES YOU



SERIES LINE: Synergy | Burke Basics | 6' Stone Borders ELEVATION VIEW

GROUP:
Structure

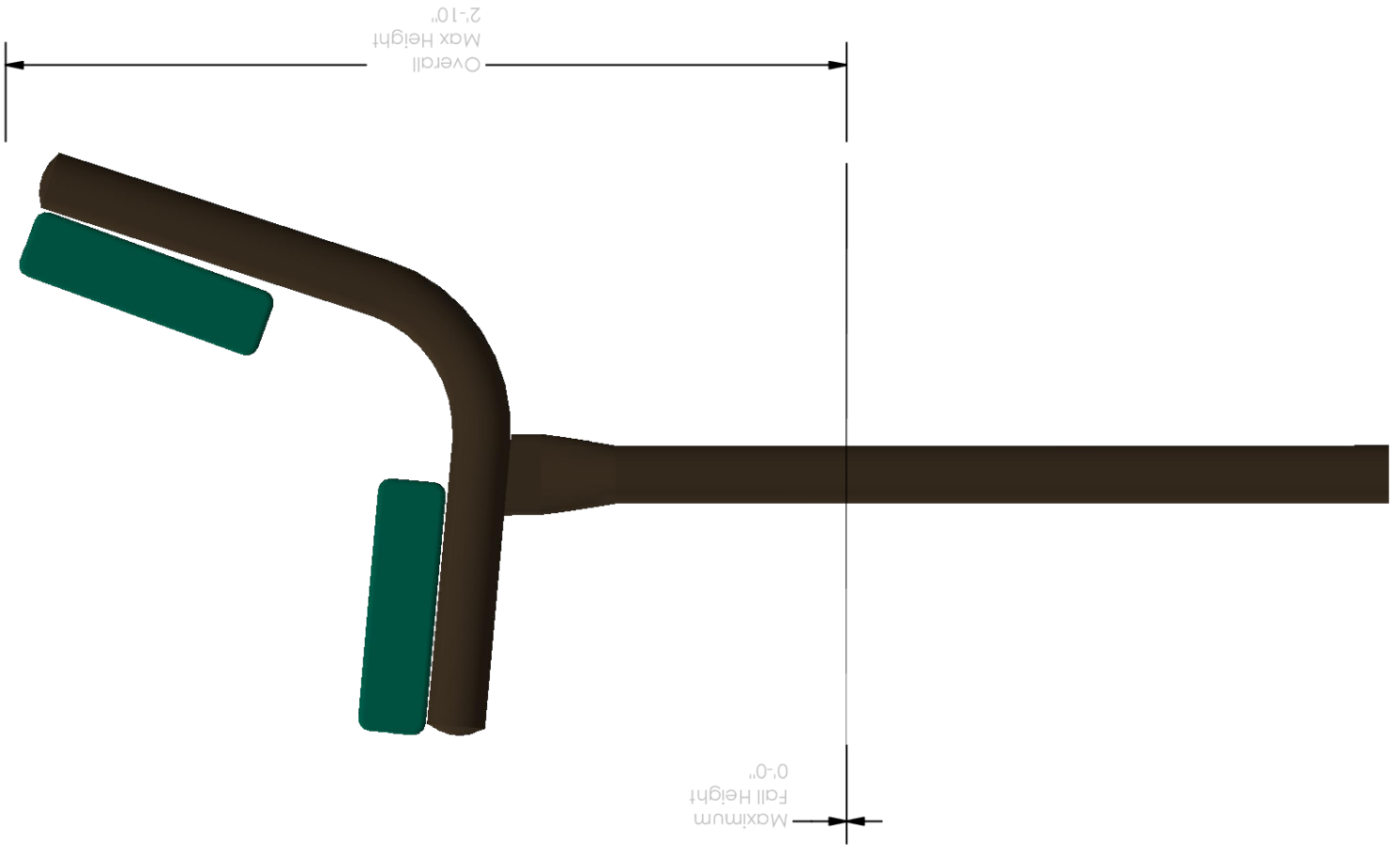
DESIGNED FOR AGES:
5 to 12

11/15/2024

Child's Play, Inc.
Windmill

Designer: Luke Schueller





SERIES LINE: Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12

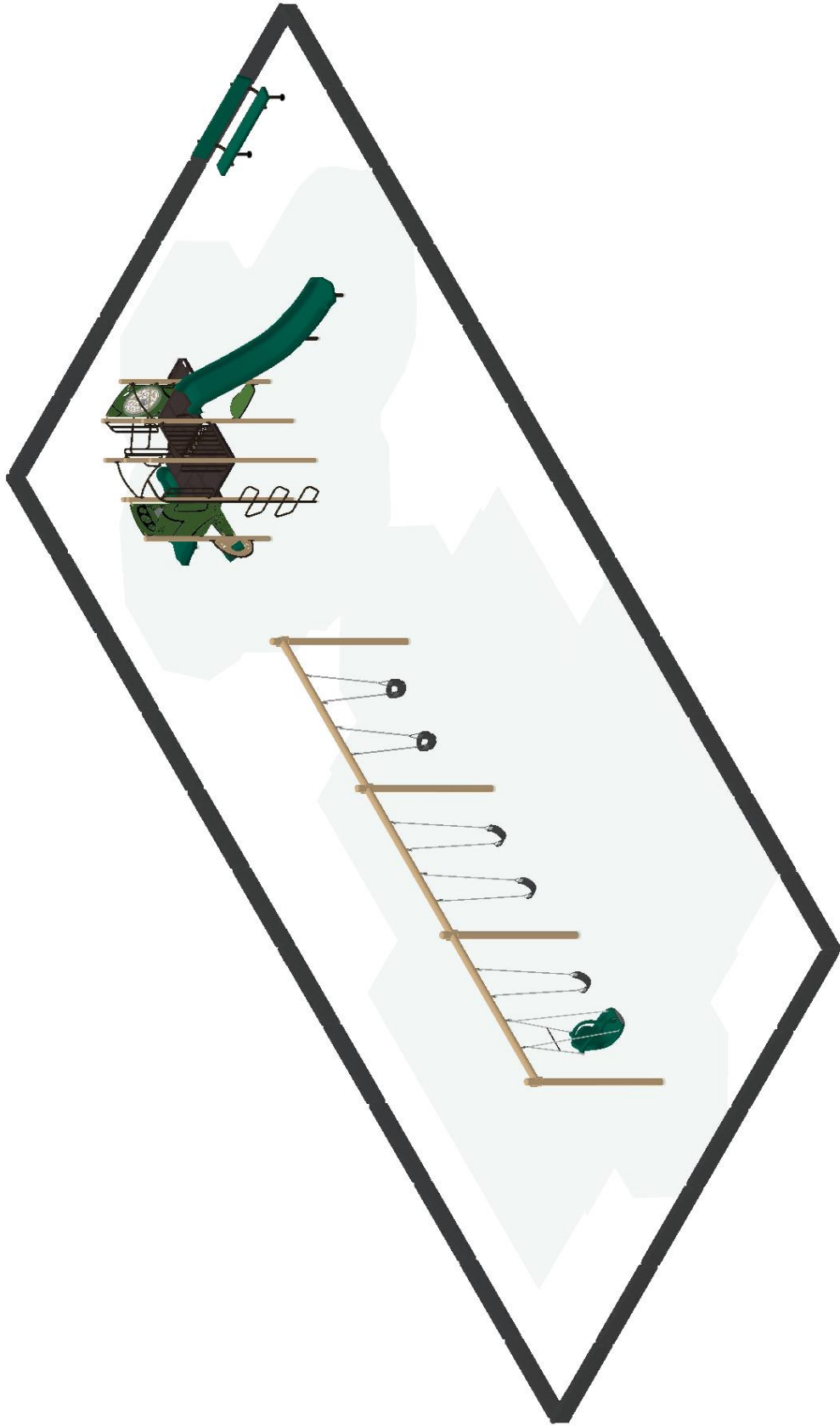


ELEVATION VIEW

11/15/2024

Child's Play, Inc.
Windmill

Designer: Luke Schueller



SERIES LINE: Synergy | Burke Basics | 6' Stone Borders

ISOMETRIC VIEW

GROUP:
Structure | Freestanding

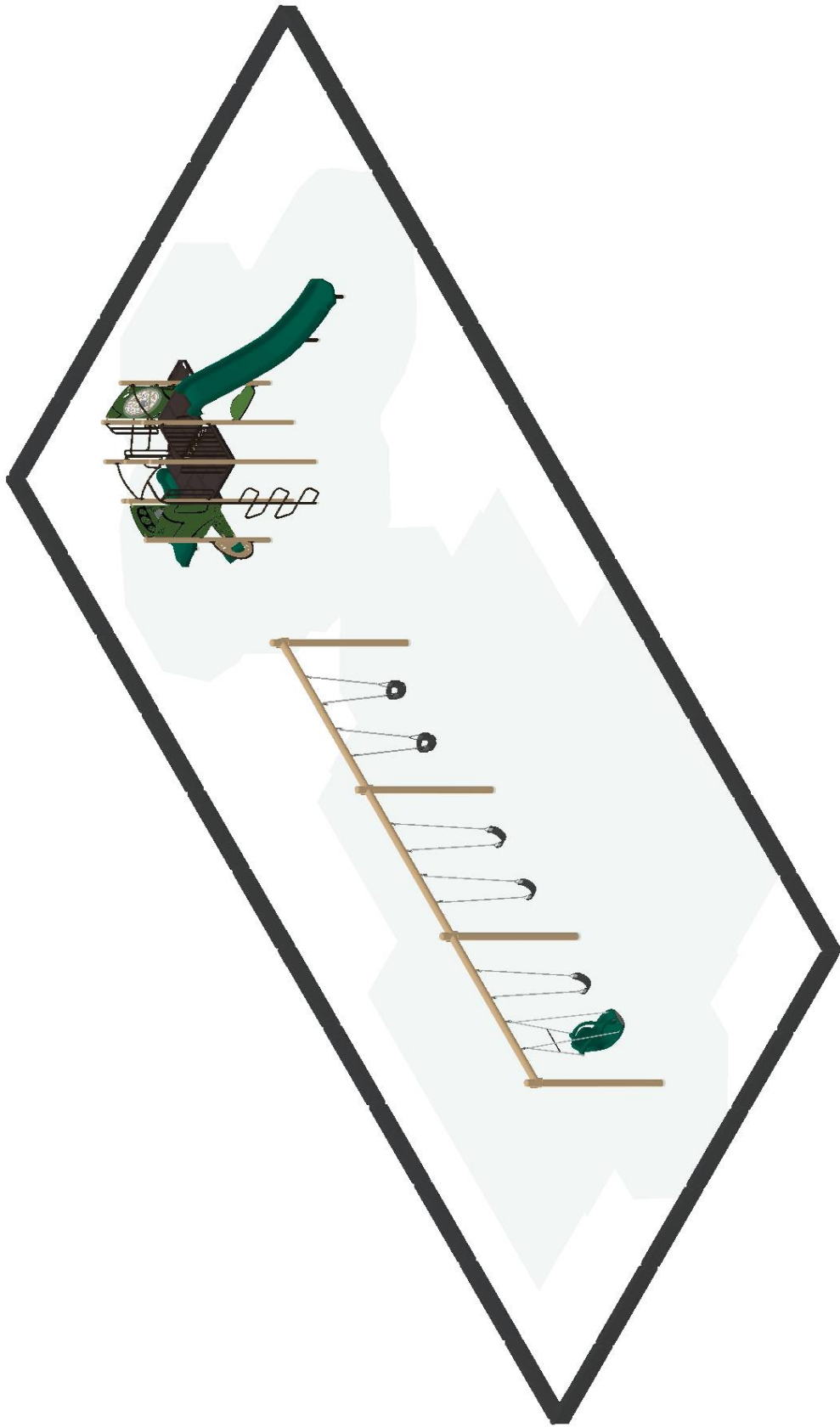
11/15/2024

DESIGNED FOR AGES:
5 to 12

Child's Play, Inc.
Windmill

Burke
PLAY THAT MOVES YOU

Designer: Luke Schueller



SERIES LINE: Synergy | Burke Basics | 6' Stone Borders

ISOMETRIC VIEW

GROUP:
Structure

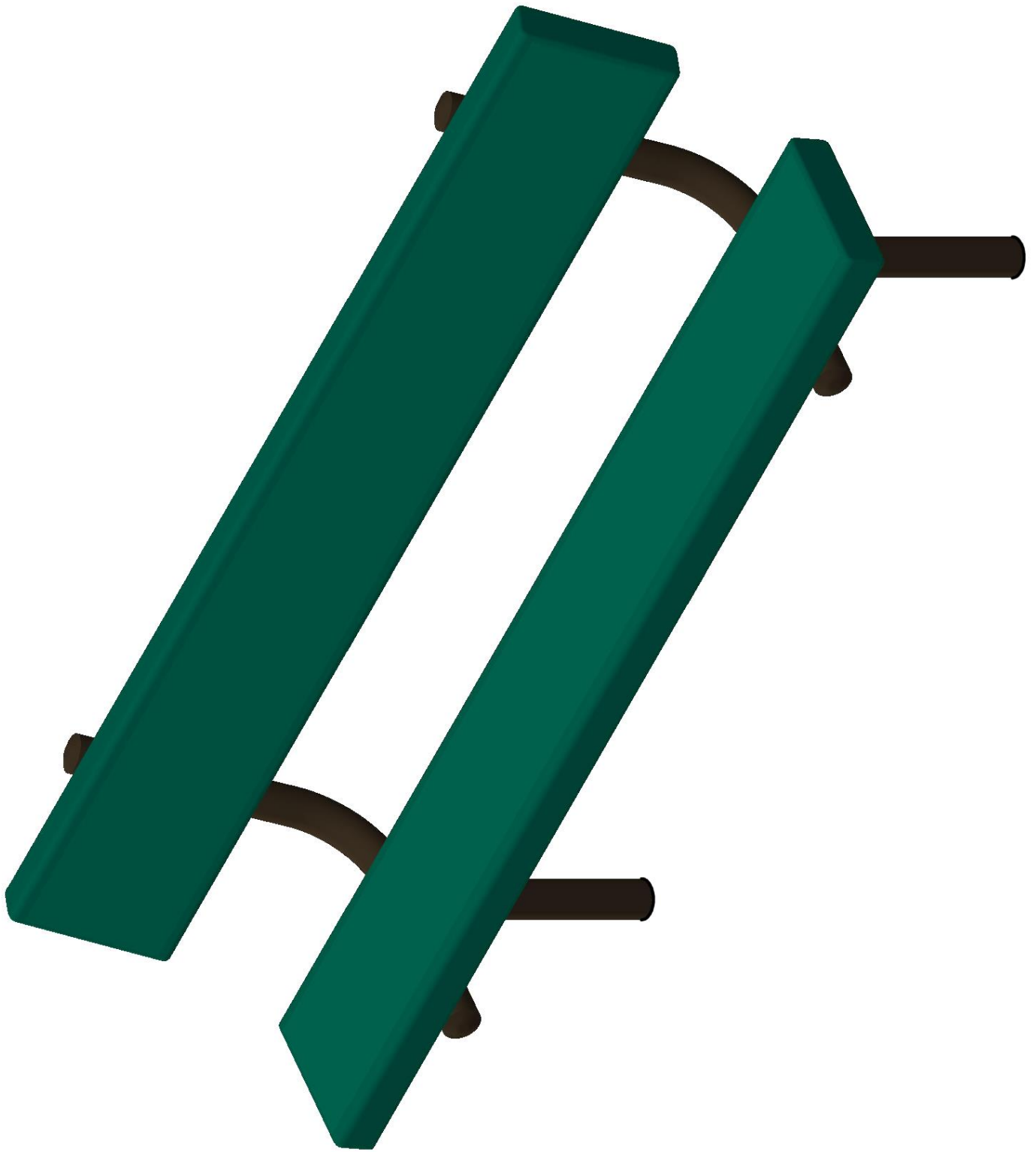
11/15/2024

DESIGNED FOR AGES:
5 to 12

Child's Play, Inc.
Windmill

Designer: Luke Schueller

Burke
PLAY THAT MOVES YOU



SERIES LINE: Burke Basics

ISOMETRIC VIEW

GROUP:
Freestanding

11/15/2024

DESIGNED FOR AGES:
5 to 12

Child's Play, Inc.
Windmill

Burke
PLAY THAT MOVES YOU

Designer: Luke Schueller

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org.



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
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Structure

Synergy

072-0300-127C	3 1/2" OD X 127" CAPPED POST	1	0	0	47	47
072-0300-131C	3 1/2" OD X 131" CAPPED POST	2	0	0	48	96
072-0300-147C	3 1/2" OD X 147" CAPPED POST	2	0	0	54	108
072-0300-151C	3 1/2" OD X 151" CAPPED POST	2	0	0	55	110
072-0300-163C	3 1/2" OD X 163" CAPPING POST	2	0	0	60	120
290-0101	8" CLOSURE PLATE	3	0	0	5	15
290-0102	SQUARE PLATFORM	4	4	16	59	236
290-0110	CLIMBER ENCLOSURE	2	0	0	21	42
290-0118	24" TRANSITION CLIMBER	1	2	2	16	16
390-0149	TRANSFER STATION, HANDRAIL 48"	1	6	6	217	217
390-0309	SNAKE CLIMBER 56"-72"	1	3	3	48	48
490-0132	ROCK N ROLL SLIDE 40"-48"	1	1	1	76	76
490-0141	SLIDE SIT DOWN BAR	2	0	0	5	10
490-0144	VELO SLIDE 64"-72"	1	2	2	113	113
490-0175	SYNERGY POST TO POST BENCH	1	3	3	17	17
590-0094	BUG PANEL, ACCESSIBLE REACH	1	2	2	12	12
590-0112	3-IN-A-ROW PANEL, ABOVE PLATFORM	1	2	2	32	32
590-0122	DRUM CRESCENT PANEL	1	1	1	16	16
590-0129	CAR PANEL, ABOVE PLATFORM	1	1	1	39	39
590-0149	COLLISION PANEL, ABOVE PLATFORM	1	1	1	33	33
590-0395	PIPE WALL	1	0	0	40	40
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5

Structure

Burke Basics

550-0099	TOT SEAT, 7' & 8' SINGLE, STD...	2	1	2	12	24
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	3	1	3	10	30
550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	1	1	38	38
550-0201	SINGLE POST SWING ASSEMBLY 5" OD	1	0	0	246.78	246.78
550-0202	SINGLE POST SWING ADD-ON 5" OD	2	0	0	160.06	320.12

Structure

6' Stone Borders

046-0053	6ft STONEBORDER/2 DRIVE PINS	36	0	0	32	1152
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Total User Capacity: 46
Total Weight: 3266 lbs.

Freestanding

Burke Basics

580-0172	6' PVC TRADITIONAL BENCH W/BA...	1	0	0	119	119
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

Total User Capacity: 0
Total Weight: 121 lbs.

Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

COLOR SELECTION LIST | Default Color Option

GROUP 1 (Structure)

Deck: Brown
Post: Tan
Panel: Olive-Black-Olive
Plastic: Green
Flat: Tan
Acc: Brown

GROUP 2 (Freestanding)

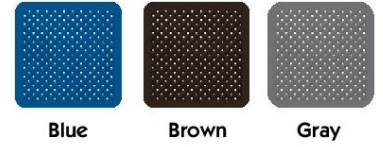
PSteel: Green
Acc: Brown

COLORS THAT MOVE YOU

POWDER COAT PAINT



PLATFORMS



SOLIS HUE TOPPERS



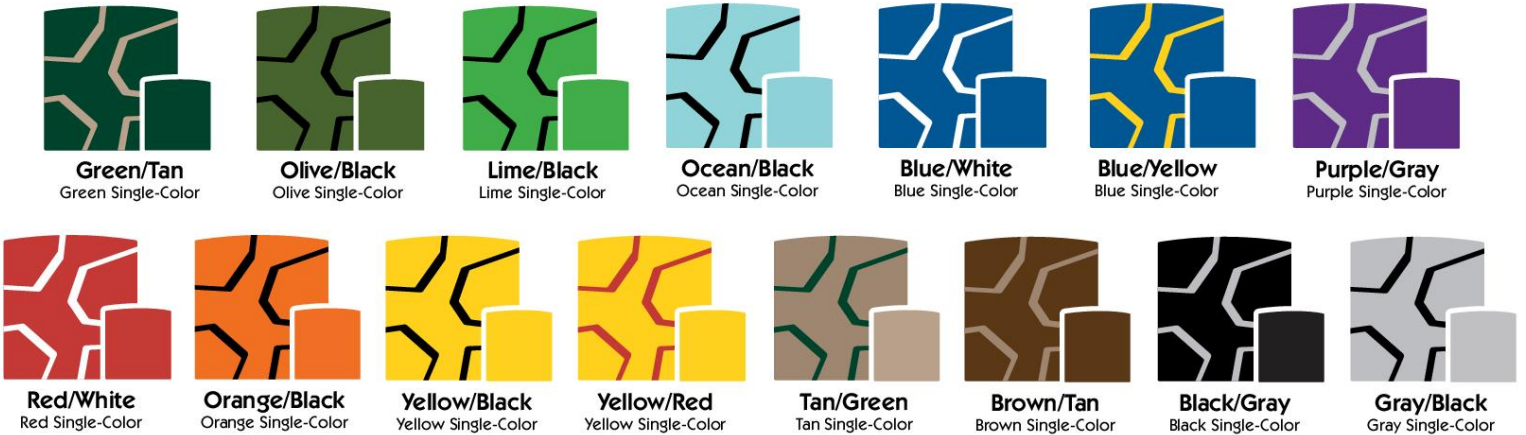
TRADITIONAL SERIES SITE AMENITIES



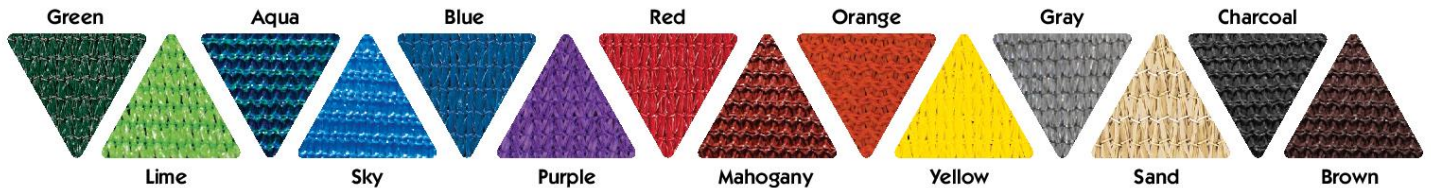
ROCKIT CLIMBERS



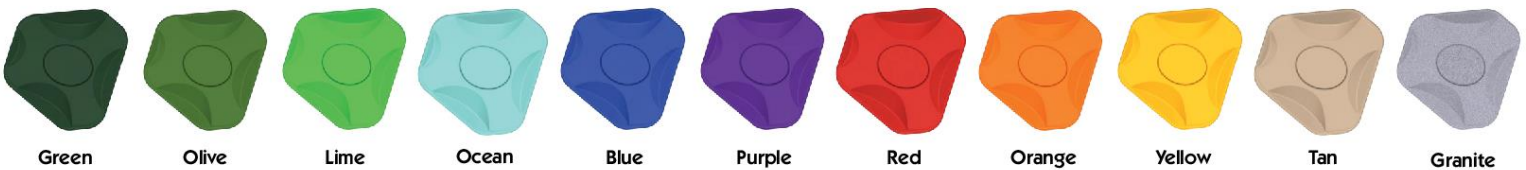
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire™, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4Me® against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications. natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2024

Child's Play

Parks & Playgrounds

10661 Shady Trail Dallas, TX 75220
972-484-0600

ADDRESS

Windmill Properties
279 W Hidden Creek Pkwy Suite
1301
Burleson, TX 76028

SHIP TO

Cody Weiss
Windmill Properties
TBD
Burleson, TX 76028

QUOTE #	DATE
24-5431	11/15/2024

SALES REP
CW

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISSynergy Custom Synergy Series Playground Structure	1	25,611.00	25,611.00T
BCI550-0201 5" Single Post Swing	1	1,553.00	1,553.00T
BCI550-0202 5" Single Post Swing Add-On	2	1,293.00	2,586.00T
BCI550-0111 Molded Rubber Seat w/8' Chain - One	3	123.00	369.00T
BCI550-0099 Molded Rubber Tot Seat	2	221.00	442.00T
BCI550-0171 Freedom ADA Swing Seat, 8' Beam - Std. Chain	1	1,184.00	1,184.00T
Geo Textile Fabric Geo Textile Fabric	1	650.00	650.00T
BCI046-0053 6' x 12"H StoneBorder Timber	36	87.00	3,132.00T
APS-HalfRamp Half Playground Entrance Ramp	1	599.00	599.00T
Wood Fiber Engineered Wood Fiber	120	29.00	3,480.00T
Install Wood Installation of Wood Fiber	120	15.00	1,800.00T
Installation Professional Turn-Key Installation of Playground Equipment	1	9,750.00	9,750.00
BCISSynergy DISCOUNT-Must place order by 12/15/2024	1	-1,793.00	-1,793.00T
Freight Freight	1	2,400.00	2,400.00T
NPPS	1	0.00	0.00T

DESCRIPTION	QTY	PRICE EACH	AMOUNT
NPPS Supervision Safety Kit - FREE			
CPIWARR SUPPLEMENTAL WARRANTY: In addition to BCI Burke's non-prorated warranty, Child's Play offers the value added service of 100% free replacement costs on all warranted BCI Burke products installed by Child's Play throughout the duration of the warranty period. The warranted items are shipped directly to Child's Play and installed free of charge by our installation crew. The result is zero out-of-pocket costs to the customer on all warranted BCI Burke products. It is BCI Burke's commitment to a higher quality product, which makes this "Special Supplemental Warranty" possible.	1	0.00	0.00T

SUBTOTAL	51,763.00
TAX	3,466.07
TOTAL	\$55,229.07

Accepted By

Accepted Date

Child's Play

Parks & Playgrounds

10661 Shady Trail Dallas, TX 75220
972-484-0600

BILL TO
Windmill Properties 279 W Hidden Creek Pkwy Suite 1301 Burleson, TX 76028

SHIP TO
Cody Weiss Windmill Properties TBD Burleson, TX 76028

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
24-1572	12/09/2024	\$27,614.54	01/08/2025	50/50	

SALES REP
CW

DESCRIPTION	QTY	RATE	AMOUNT
BCISSynergy Custom Synergy Series Playground Structure	0.50	25,611.00	12,805.50T
BCI550-0201 5" Single Post Swing	0.50	1,553.00	776.50T
BCI550-0202 5" Single Post Swing Add-On	1	1,293.00	1,293.00T
BCI550-0111 Molded Rubber Seat w/8' Chain - One	1.50	123.00	184.50T
BCI550-0099 Molded Rubber Tot Seat	1	221.00	221.00T
BCI550-0171 Freedom ADA Swing Seat, 8' Beam - Std. Chain	0.50	1,184.00	592.00T
Geo Textile Fabric Geo Textile Fabric	0.50	650.00	325.00T
BCI046-0053 6' x 12"H StoneBorder Timber	18	87.00	1,566.00T
APS-HalfRamp Half Playground Entrance Ramp	0.50	599.00	299.50T
Wood Fiber Engineered Wood Fiber	60	29.00	1,740.00T
Install Wood Installation of Wood Fiber	60	15.00	900.00T
Installation Professional Turn-Key Installation of Playground Equipment	0.50	9,750.00	4,875.00
BCISSynergy DISCOUNT-Must place order by 12/15/2024	0.50	-1,793.00	-896.50T
Freight Freight	0.50	2,400.00	1,200.00T
NPPS NPPS Supervision Safety Kit - FREE	1	0.00	0.00T

DESCRIPTION	QTY	RATE	AMOUNT
CPIWARR SUPPLEMENTAL WARRANTY: In addition to BCI Burke's non-prorated warranty, Child's Play offers the value added service of 100% free replacement costs on all warranted BCI Burke products installed by Child's Play throughout the duration of the warranty period. The warranted items are shipped directly to Child's Play and installed free of charge by our installation crew. The result is zero out-of-pocket costs to the customer on all warranted BCI Burke products. It is BCI Burke's commitment to a higher quality product, which makes this "Special Supplemental Warranty" possible. NOTE: This invoice is for 50% of the total price. The remaining 50% will be due at completion.	1	0.00	0.00T

SUBTOTAL	25,881.50
TAX	1,733.04
TOTAL	27,614.54
BALANCE DUE	\$27,614.54

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR APPROVAL OF A PARKS PLAN ASSOCIATED WITH THE PECAN GROVE PLANNED DEVELOPMENT.

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, on February 10, 2020, an application for an amended planned development was submitted by Evolving Texas on behalf of Windmill Properties; and

WHEREAS, on August 3, 2020, the City Council approved the amended planned development zoning request (CSO#1461-08-2020) which requires City Council’s subsequent approval of a detailed parks plan, including renderings and associated estimated costs, and

WHEREAS, the Developer has committed the 8.25 acres of recreational open space as identified on the planned development ordinance and has installed commercial recreational equipment on the site, the developer is therefore in compliance with the requirements of the planned development ordinance, and

WHEREAS, the private open space is identified as a private recreational area that will be owned, maintained and operated by the home owners’ association and will not be a public park owned or operated by the city and

WHEREAS, City Council has determined that the parks plan (Exhibit A) meets the requirements of the planned development approved per CSO#1461-08-2020.

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

Section 1.

City Council hereby approves the parks plan for the Pecan Grove Planned Development which provides for a pond with fountain, playground area and small dog park.

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____.

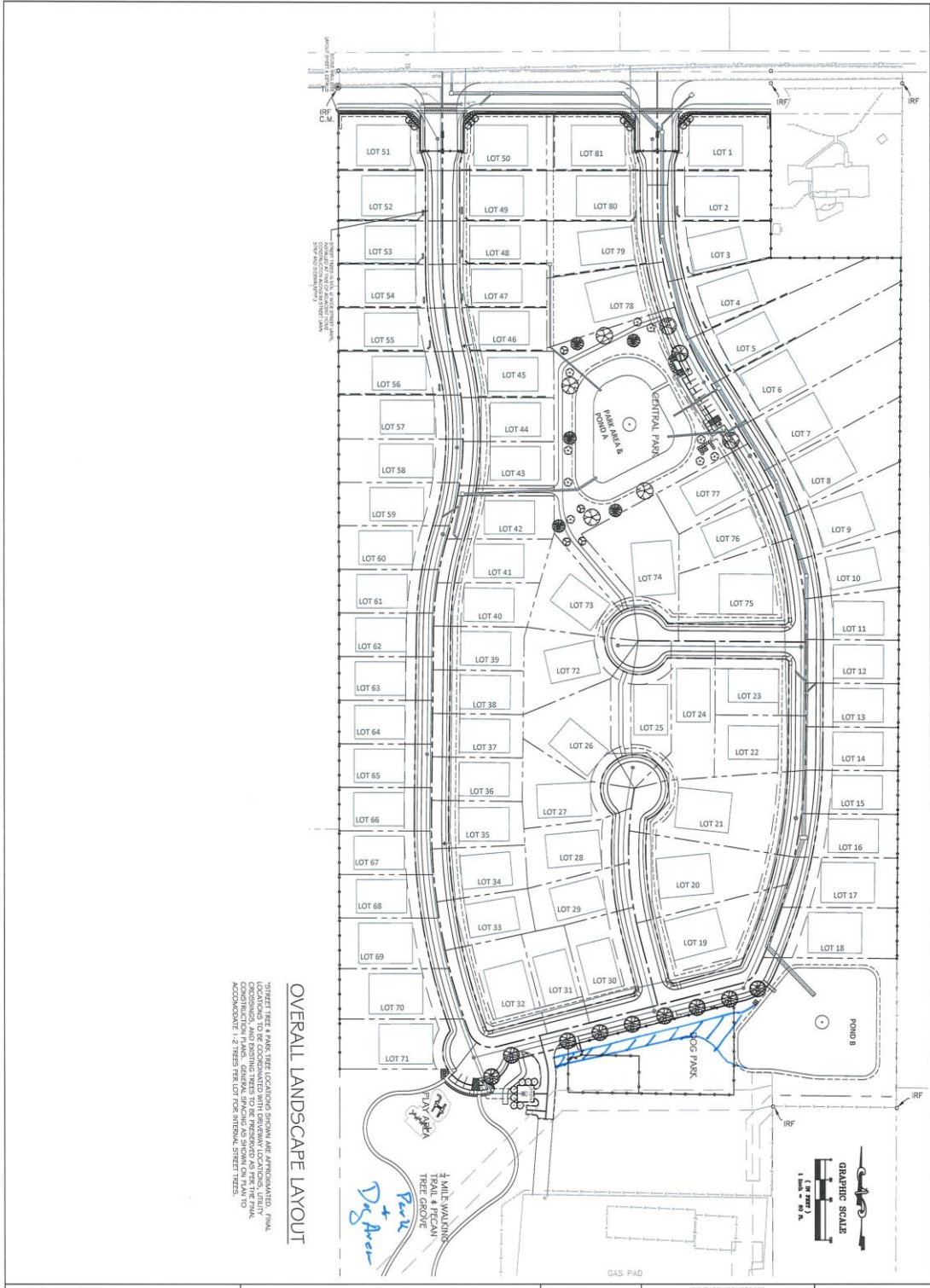
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary
Exhibit A

E. Allen Taylor, Jr., City Attorney



OVERALL LANDSCAPE LAYOUT

*STREET TREE & PARK TREE LOCATIONS SHOWN ARE APPROXIMATED. FINAL COORDINATES, PLACEMENT, AND SPECIES TO BE PROVIDED BY THE FINAL CONTRACTOR. GENERAL SPACING AND DISTRIBUTION OF TREES TO BE PROVIDED BY THE FINAL CONTRACTOR. SEE NOTES FOR FURTHER DETAILS.

LANDARCH STUDIO L.L.C.
 G. I. Joseph Vaughn
 480 Cloud View Ct
 Prosper, TX 75078
 t 972-827-5677

PECAN GROVE
 W. CR 714
 BURLESON, TX



ISSUE / REVISION RECORD

SHEET L1.0
OVERALL LANDSCAPE

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Lisa Duello, Deputy Director of Development Services

MEETING: March 24, 2025

SUBJECT:

Consider and take possible action on a resolution approving the termination of an interlocal agreement (ILA) between the City of Burleson and Tarrant County for the inspection and permitting of certain on-site sewage disposal systems in the City of Burleson. (*Staff Contact: Lisa Duello, Deputy Director of Development Services*)

SUMMARY:

On March 20, 2000, the City of Burleson was authorized by the Texas Natural Resource Conservation Commission, now called the Texas Commission On Environmental Quality (TCEQ), to implement Ordinance No. B-637 (attached) to regulate on-site sewage facilities (OSSF). This 2000 order and ordinance designated the City of Burleson as Authorized Agents through the TCEQ allowing the City to administer the program.

In May of 2005, the City of Burleson signed an interlocal agreement (attached) with Tarrant County for inspections and permitting of OSSF's.

On February 29, 2024, in accordance with provisions of the *Health and Safety Code, Chapter 366, On-Site Sewage Disposal Systems*, the TCEQ conducted a compliance review of the City of Burleson's On-Site Sewage Facility (OSSF) Program. The compliance review was conducted to evaluate the administrative procedures and determine if the City of Burleson's program is in compliance with minimum state standards. According to *The Summary of Investigation Findings* (attached), Investigation #1973535 notes, there were "No Violations Associated to this Investigation." Additional comments suggest that the "AA (City of Burleson) should consider updating and /or revising their Order in some areas, etc."

TCEQ has implemented new reporting guidelines relevant to OSSF's. Since Burleson has corporate limits in both Tarrant and Johnson counties, the new procedures are cumbersome for Tarrant County. Therefore, Tarrant County officials decided, based on the new requirements and the fact that only 30 or so permits/ inspections had been completed in 2 years for Burleson, they did not want to continue allocating resources for the ILA agreement.

As such, in a meeting with Tarrant County in April 2024, they respectfully requested that we consider other options for administering the program.

Staff initially consulted with Johnson County Public Works regarding an ILA for the OSSF program, but they opted not to pursue this option. Therefore, Development Services–Environmental Services staff is prepared to administer the program. Currently, staff has three (3) TCEQ certified Designated Representative (OSSF inspector). Environmental Services plans on assuming inspection and permitting duties on or about June 23, 2025.

The TCEQ Compliance review from February 2024 suggested that, although not required, the City should update the order and ordinance. According to the TCEQ staff, the 2000 order is current and can be used to administer the program. However, as suggested by the TCEQ, staff will update the OSSF order/ordinance in the Fall 2025.

The agreement with Tarrant County requires a 90-day cancellation notice for discontinuance of inspection and permitting services. The City Manager’s Office plans to notify the Tarrant County Public Health Department regarding the contract cancellation (see attachment), and the Environmental Services will assume inspection and permitting duties on or about June 23, 2025.

April 7, 2025 – Staff will bring an ordinance to City Council to amend the Fee Schedule removing Tarrant County Authority to determine the fees.

April 21, 2025 – Second reading of Fee Amendment Ordinance.

May – June 2025 – Staff will notify stakeholders (OSSF installers, PE & RS designers, maintenance Companies) of the changes.

As suggested by the TCEQ, staff will update the OSSF order/ ordinance in the Fall 2025 with the changes suggestions in the Summary of Investigation Findings

RECOMMENDATION:

Approve the resolution approving the termination of an Interlocal Agreement between the City of Burleson and Tarrant County for the inspection and permitting of certain on-site sewage disposal systems in the City of Burleson.

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

N/A

REFERENCE:

- Ordinance B- 637
- Interlocal Agreement
- TCEQ Compliance Review
- City Manager letter
- Resolution

FISCAL IMPACT:

Proposed Expenditure/Revenue: Estimated Annual Revenue \$3,750 (@15 permits yr. at \$250)
Account Number(s): 10014002 - TBD

Fund: General Revenue
Account Description:

STAFF CONTACT:

Lisa Duello
Deputy Director of Development Services
lduello@burlson.tx.com
817-426-9841

Termination of Interlocal Agreement with Tarrant County for On-site Sewage Facilities

CITY COUNCIL

MARCH 24, 2025

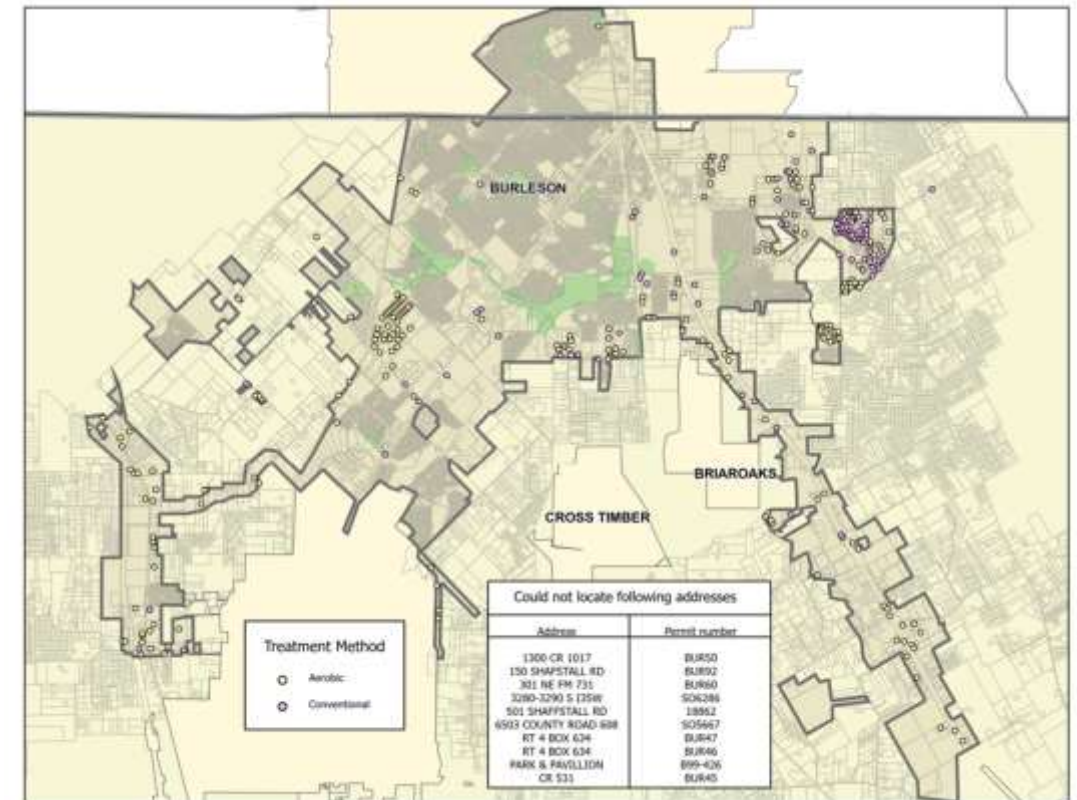
BACKGROUND

- March 2000 - the City of Burleson was authorized by the Texas Natural Resource Conservation Commissions, now called the Texas Commission On Environmental Quality (TCEQ), to implement Ordinance No. B-637 to regulate on-site sewage facilities (OSSF).
- May 2005 – City signed interlocal agreement (ILA) with Tarrant County for inspection and permitting of On-Site Sewage Facilities (OSSF).
- February 2024 - the TCEQ conducted a compliance review relevant to the City of Burleson’s OSSF Program. There were no violations associated to the review.
- Although not required, TCEQ suggested that City of Burleson consider updating and /or revising the Order/Ordinance.



Why Terminate ILA

- TCEQ compliance review required Tarrant County to implement new reporting guidelines. Burleson is situated in both Tarrant and Johnson counties, making the new procedures cumbersome for Tarrant County.
- Tarrant County leadership decided that based on the new requirements and the fact that only 30 or so permits/ inspections had been completed in 2 years for Burleson, that they did not want to continue using their resources for the ILA agreement.
- In April 2024, Tarrant County respectfully requested that City consider other options for administering the program.



Moving Forward

- Staff initially consulted with Johnson County Public Works regarding an ILA for the OSSF program, but after months of deliberation, they declined.
- Development Services– Environmental Services staff is prepared to administer the program with three (3) TCEQ certified Designated Representatives (i.e. OSSF inspectors).
- Environmental Services plans on assuming inspection and permitting duties on-or-about June 23, 2025.
- As suggested by the TCEQ, Development Services staff will provide an update the OSSF order/ ordinance in the near future.



Next Steps

- March 25, 2025 - City Manager sends letter to Tarrant County notifying them of the Agreement termination with an effective date of June 23, 2025 (90 days required per Section 4 of the ILA).
- April 7, 2025 – Staff will bring an ordinance to City Council to amend the Fee Schedule removing Tarrant County Authority to determine the fees.
- April 21, 2025 – Second reading of Fee Amendment Ordinance.
- May – June 2025 – Staff will notify stakeholders (OSSF installers, PE & RS designers, maintenance Companies) of the changes.

2. On-site sewage facility fee	DETERMINED BY TARRANT COUNTY
A. New System	
1. Application Fee	\$0
2. Water research fee	\$10
3. Permit Fee	\$250
4. Total for new system	\$260
B. Reinspection of system	\$75
C. Repair of system previously permitted	\$100

Summary of Investigation Findings

CITY OF BURLESON AUTHORIZED AGENT
141 W RENFRO ST
BURLESON, JOHNSON COUNTY, TX 76028

Investigation # 1973535

Investigation Date: 02/29/2024

Additional ID(s): 620114

No Violations Associated to this Investigation

ADDITIONAL ISSUES

Description
Item #1

Additional Comments

AA should consider updating and/or revising their Order in some areas, specifically language that still identifies the "Texas Natural Resource Conservator Commission" should be updated to "Teas Commission on Environmental Quality."

In Sec. 7-64. Amendments. (a), the Order states, "Regardless of the acreage each on-site sewage facility within the city must have a permit issued by the city." This provision should be updated as permits are being issued from Tarrant County Public Health. It is recommended to remove/edit "by the city" in this provision.

In Sec. 7-64. Amendments. (c), the Order states, "An on-site sewage facility must be installed by a state registered installer one or two. A homeowner may not install his own system." This potentially excludes homeowners who may also be a licensed installer I or II. It is recommended to revise the amendment so that "A homeowner may not install [their] own system, unless they are a licensed installer I or II."

In Sec. 7-65. Enforcement, the Order states, "The Environmental Service Director of the city, after approval and certification by the Commission, shall serve as the designated representative for the enforcement of the Rules within the City..." The provision does not include contracted services for a Designated Representative (DR). It is recommended to update this provision of the Order to include, "The Environmental Service Director of the City or other licensed Designated Representative with which contract services have been enacted,..., shall serve as the designated representative..."



UPCOMING

- As suggested by the TCEQ, staff will update the OSSF order/ ordinance in the Fall 2025 with the changes suggestions in the *Summary of Investigation Findings*

Recommendation

Staff Recommendation

Approve the resolution approving the termination of an interlocal agreement between the City of Burleson and Tarrant County for the inspection and permitting of certain on-site sewage disposal systems in the City of Burleson.



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



IN THE MATTER OF THE APPLICATION § BEFORE THE EXECUTIVE
OF THE CITY OF BURLESON § DIRECTOR OF THE TEXAS
FOR A TEXAS HEALTH AND SAFETY § NATURAL RESOURCE
CODE §366.031 ORDER § CONSERVATION COMMISSION

On **MAR 20 2000** the Executive Director of the Texas Natural Resource Conservation Commission ("Commission" or "TNRCC"), considered the application of the City of Burleson, ("Applicant" or "Burleson"), for an Order pursuant to §366.031, Texas Health and Safety Code ("Code"), and 30 Texas Administrative Code (TAC) §285.10 of the rules of the Commission.

No person has requested a public hearing on the application, therefore the Executive Director, on behalf of the Commission, is satisfied that the Applicant has satisfied the requirements of §366.031 of the Code and, therefore, the Commission finds that the Burleson Ordinance No. B-637 should be approved.

FINDINGS OF FACT

1. Burleson drafted a proposed ordinance to regulate on-site sewage facilities.
2. On January 6, 1999, Burleson caused notice to be published, in a newspaper regularly published and of general circulation, in Burleson's area of jurisdiction, of a public meeting to be held on Thursday, January 14, 1999.
3. The City of Burleson held a public meeting to discuss the proposed ordinance on January 14, 1999.
4. The City of Burleson Ordinance No. B-637 regulating on-site sewage facilities was adopted on November 11, 1999.
5. A certified copy of the minutes was submitted to the Texas Natural Resource Conservation Commission.
6. A certified copy of Burleson Ordinance No. B-637 was submitted to the Texas

Natural Resource Conservation Commission.

7. The Ordinance is at least equivalent to the standards of the Texas Natural Resource Conservation Commission.

CONCLUSIONS OF LAW

1. The above facts are conditions sufficient to issue this order pursuant to §366.031 of the Code.
2. Section 5.102 of the Texas Water Code authorizes the Commission to issue orders and make determinations necessary to effectuate the purposes of Chapter 366 of the Health and Safety Code.
3. Issuance of this order will effectuate the purposes of Chapter 366 of the Code.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION THAT:

1. The City of Burleson is hereby authorized to implement Burleson Ordinance No. B-637 which regulates on-site sewage facilities.
2. Any amendments to Burleson Ordinance No. B-637 must be approved by the Texas Natural Resource Conservation Commission.
3. The Chief Clerk of the Commission is directed to forward a copy of this Order to the Applicant and all other parties and to issue the Order and cause it to be recorded in the files of the Commission.

Issued this date: MAR 20 2000

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



For The Commission

ORDINANCE NO. B-637

AN ORDINANCE AMENDING CHAPTER 7 OF THE BURLESON CODE OF ORDINANCES BY AMENDING ARTICLE IV THEREOF; ADOPTING RULES OF THE CITY OF BURLESON, TEXAS FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF ON-SITE SEWAGE FACILITIES; PROVIDING A PENALTY FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Natural Resources Conservation Commission has established Design Criteria for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code, Chapter 366, which authorizes a local government to regulate the use of on-site sewage disposal facilities in its jurisdiction in order to abate and prevent pollution or injury to public health arising out of the use of on-site sewage disposal facilities; and

WHEREAS, due notice was given of a meeting and public hearing to determine whether the City Council of the City of Burleson, Texas should enact an ordinance controlling or prohibiting the installation or use of on-site sewage facilities in the City; and

WHEREAS, the meeting and public hearing were held in accordance with the notice thereof, and the evidence and arguments there presented were considered by the City Council; and

WHEREAS, the City Council finds that the use of on-site sewage facilities in the City is causing, or may cause pollution and is injuring, or may injure the public health; and

WHEREAS, the City Council has considered the matter and deems it appropriate to enact an ordinance adopting rules regulating on-site sewage facilities to abate and prevent pollution and injury to public health in the City;

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

SECTION 1.

That the findings and facts recited in the preamble of this ordinance are found and determined to be true and correct and are incorporated as part of this ordinance for all purposes.

SECTION 2.

That Article 4 of Chapter 7 of the Code of Ordinances of the City of Burleson, Texas, is amended to read as follows:

ARTICLE IV. ON-SITE SEWAGE DISPOSAL

Sec 7-60. Adoption of Health and Safety Code provisions.

The City Council adopts the provisions of Chapter 366 of the Texas Health and Safety Code, except for the provisions superseded by amendments set forth in Section 7-65. Chapter 366 is attached as Appendix "1" and is incorporated into this article for all purposes.

Sec. 7-61. Applicability.

The provisions of this article apply to all of the incorporated area of the City.

Sec. 7-62. Operation of on-site sewage facility.

A person commits an offense if the person operates an on-site sewage facility within the city unless the operation is in accordance with the requirements of this article. Any structure discharging sewage into an on-site sewage facility within the city must comply with the provisions of this article.

Sec. 7-63. Rules adopted.

The Rules consisting of Administrative Rules 30 TAC 285.1 - 285.91, promulgated by the Commission for on-site sewage facilities, are hereby adopted. A copy of these Rules is attached hereto as Appendix "2" and are incorporated by reference and made part of this article for all purposes. All officials and employees of the city who have duties

under the Rules are authorized to perform such duties as are required of them under the Rules.

Sec. 7-64. Amendments.

The city, wishing to adopt more stringent rules for on-site sewage facility, understands that the more stringent conflicting local Rule shall take precedence over the corresponding TNRCC requirement. The more stringent rules adopted by the city are as follows:

- (a) Regardless of the acreage, each on-site sewage facility within the city must have a permit issued by the city.
- (b) A lot or building site on which an on-site sewage facility is to be located must have a surface area of one acre or greater.
- (c) An on-site sewage facility must be installed by a state registered installer one or two. A homeowner may not install his own system.

Sec. 7-65. Enforcement

The Environmental Service Manager of the city, after approval and certification by the Commission, shall serve as the designated representative for the enforcement of the Rules within the City. The appointed individual must be approved and certified by TNRCC before assuming the duties and responsibilities of the designated representative.

Sec. 7-66. Collection of fees.

All fees collected for permits and inspections shall be made payable to the city. The fees for permits and inspections shall be established by the city council and may be amended from time to time.

Sec. 7-67. Permit required.

A person may not construct, alter, extend, repair, or operate an on-site sewage facility without having obtained a permit from the city.

Sec. 7-68. Permit application.

A person shall apply for a permit in writing to the designated representative upon forms prescribed by the city. The person shall submit a set of construction plans, specifications, and accompanying soil tests for the system to be constructed, for review for compliance with the Rules.

Sec. 7-69. Permit issuance.

The designated representative shall issue a permit upon determination that:

- (a) The plans and specifications are in compliance with the applicable laws and this article;
- (b) The permit fee has been paid; and
- (c) The on-site sewage facility has been inspected and determined to be in compliance with all applicable laws and rules.

Sec. 7-70. Appeals.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the executive director of operations of the city, by filing a written notice of appeal within 10 calendar days of the decision. The notice shall be submitted to the executive director of operations. The person filing the appeal shall state the reasons for the appeal in the notice of appeal. The executive director shall set a time and place for a hearing on the appeal and shall give notice to the appellant. The executive director shall conduct the hearing, giving consideration to testimony and evidence presented. The executive director shall render a decision based upon the evidence presented, and shall notify the appellant of the decision to sustain, modify, or rescind the action of the designated representative. All decisions will be based upon equivalent environmental protection.

Sec. 7-71. Penalties.

The city adopts and incorporates all applicable penalty provisions related to on-site sewage facilities, including, but not limited to, those set forth in Chapters 341 and 366, the Texas Health and Safety Code, Chapter 26 of the Texas Water Code and 30 TAC Chapter 285.

Sec. 7-72. Service of notices.

A notice provided for in this article is properly served when it is given or personally served upon the owner, operator, occupant, or other person responsible for the condition or violation or a copy is placed in the U.S. Mail addressed to the person to his last known address.

SECTION 3. Relinquishment of Ordinance.

If the City decides that it no longer wishes to regulate on-site sewage facilities, the City Council shall follow the procedures outlined below:

(a) The City Council shall inform the Texas Natural Resource Conservation Commission by certified mail at least 30 days before the published date of the public hearing notice that it wishes to relinquish this Ordinance.

(b) The City Council shall post the required public notice in a newspaper regularly published or circulated in the City at least 30 days prior to the anticipated date of action by the City and must solicit written comments for the 30 day period.

(c) The City Council shall send a copy of the public notice, a publisher's affidavit of public notice, and a certified copy of the Council's minutes to the commission.

(d) Upon relinquishment of the Ordinance, the City shall surrender its area of jurisdiction to the commission.

(e) The City shall pay the commission the appropriate charge back fees for permitting, inspections and complaint investigations of on-site sewage facilities in the City.

SECTION 4. Severability.

It is hereby declared to be the intention of the City Council of the City of Burleson, Texas 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 5. Publication Clause.

The City Secretary of the City of Burleson is hereby directed to publish in the official newspaper of the City of Burleson, the caption, penalty clause, publication clause and effective date clause of this ordinance at least two (2) times within fourteen (14) days after

the passage of this ordinance as required by Section 36 of the Charter of the City of Burleson.

SECTION 6. Cumulative Clause.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Burleson, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed. Specifically, Ordinance No. B626 is hereby repealed.

SECTION 7. Savings.

All rights and remedies of the City of Burleson are expressly saved as to any and all violations of the provisions of Article IV of Chapter 7 of the Burleson Code of Ordinances, as amended, or any other ordinances affecting on-site sewage systems, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8. Effective Date.

This ordinance shall be in full force and effect from and after its approval as required by law and upon issuance of written approval by the Commission, and it is so ordained.

PASSED AND APPROVED ON FIRST READING THIS 14th DAY OF November, 1999.

Byron J Black
MAYOR

ATTEST:

Mary Kause
CITY SECRETARY

PASSED AND APPROVED ON SECOND READING THIS 9th DAY OF December, 1999.

Byron J Black
MAYOR

ATTEST:

Mary Kause
CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

Lena Drayovitch
City Attorney

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF**
 § **BURLESON AND TARRANT COUNTY**
 § **FOR THE INSPECTION AND PERMITTING**
 § **OF CERTAIN ON-SITE SEWAGE DISPOSAL SYSTEMS**
 COUNTY OF TARRANT § **IN THE CITY OF BURLESON**

31

WHEREAS, Article 3, Section 64(b), of the Texas Constitution and the Texas Gov. Code Annotated, Chapter 791 authorize counties and cities in the State of Texas to contract with one another for the performance of various governmental functions and services, including those in the area of public health and welfare; and

WHEREAS, certain natural conditions in the City Burleson make the unregulated disposal of sewage facilities undesirable and a potential threat to the health of inhabitants; and

WHEREAS, a commonly used on-site sewage disposal system in the City of Burleson is the septic tank, the improper functioning of which is causing, or may cause, pollution, or is injuring, or may injure, the public health; and

WHEREAS, the City of Burleson realizes the present or potential threat to public health and also realizes the present priorities of its municipal staff; and

WHEREAS, the Tarrant County Health Department has been authorized by the Texas Commission on Environmental Quality to regulate on-site sewage disposal systems;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The City of Burleson, situated in Tarrant County, Texas, hereinafter called "City" acting herein by and through Ken Shetter, its duly authorized Mayor, and Tarrant County, hereinafter called "County", acting herein by and through Tom Vandergriff, its duly authorized County Judge, as directed by the Commissioners' Court of Tarrant County, do hereby covenant and agree as follows:

SECTION 1

As used herein, "On-site sewage disposal system" means one or more systems of treatment devices and disposal facilities that are not regulated by the Texas Commission on Environmental Quality and that:

- (a) produce not more than 5,000 gallons of waste each day; and
- (b) are used only for disposal of sewage produced on the site where the system is located.

SECTION 2

County hereby agrees to perform all required inspections and issue all necessary permits associated with the operation of on-site sewage disposal systems within the corporate limits of the City. Said inspections and permitting shall be in accordance with all local and state laws.

SECTION 3

In consideration for the inspection and permitting services provided, as well as the administrative costs incurred, City agrees to allow County to charge its standard application and permit fees to the party applying for the on-site sewage disposal system (the owner or owner's agent), and to retain one hundred percent (100%) of all fees collected.

SECTION 4

This agreement shall begin upon the approval of both the City Council and the Tarrant County Commissioners' Court, and shall continue until canceled by a minimum 90 day written notice from either party.

SECTION 5

County is an independent contractor under the terms of this Agreement and is not an Officer, agent, servant or employee of City

Executed this ~~25th~~ day of May, 2005, in Tarrant County, Texas.

CITY OF BURLESON

STATE OF TEXAS
COUNTY OF TARRANT
COMMISSIONERS COURT

By: [Signature]

By: [Signature]
Tom Vandergriff
County Judge

Date: 5-26-05

Date: 6/21/05

APPROVED AS TO FORM:

APPROVED AS TO FORM*:

By: [Signature]
City Attorney

By: [Signature]
County Legal Advisor

Date: 6-2-05

Date: 6/21/05

ATTEST:

ATTEST:

By: [Signature]
City Secretary

By: [Signature]
Wanda Boggs

Date: 6/6/05

Date: 6/21/05

*By law, the District Attorney's Office may only advise or approve contacts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

OSS_CG_Johnson_CP_20240229_Investigation
Texas Commission on Environmental Quality
Investigation Report

The TCEQ is committed to accessibility. If you need assistance in accessing this document, please contact oce@tceq.texas.gov

Customer: City of Burleson
Customer Number: CN600316194

~~**Regulated Entity Name: CITY OF BURLESON AUTHORIZED AGENT**~~

Regulated Entity Number: RN104060991

Investigation # 1973535

Investigator: CHRIS BERGMAN

Conducted: 02/29/2024 -- 03/15/2024

Program(s): ON SITE SEWAGE FACILITY

Investigation Type: Agent Evaluation

Additional ID(s) 620114

Address: 141 W RENFRO ST
BURLESON, TX 76028

Incident Numbers

Site Classification

No Industry Code Assigned

Location:

Local Unit: REGION 04 - DFW METROPLEX

Activity Type(s): OSSFAAREV - OSSF Authorized Agent
Reviews

Principal(s):

Role

RESPONDENT

Name

CITY OF BURLESON

Contact(s):

CITY OF BURLESON AUTHORIZED AGENT - BURLESON

2/29/2024 to 3/15/2024 Inv. # - 1973535

Page 2 of 5

Role	Title	Name	Phone	
REGULATED ENTITY CONTACT	DESIGNATED REPRESENTATIVE	Ekpen Okoruwa		
REGULATED ENTITY CONTACT	ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES	MS LISA DUELLO	Work	(817) 426-9841
REGULATED ENTITY MAIL CONTACT	MAYOR	HON Chris Fletcher	Office	(817) 426-9600
PARTICIPATED IN	ASSOCIATE DIRECTOR - HEALTH PROTECTION & RESPONSE	MS SABRINA VIDAURRI		
PARTICIPATED IN	DESINGATED REPRESENTATIVE	MR Mitchell Carpenter	Office	(817) 321-4988
PARTICIPATED IN	ENVIRONMENTAL HEALTH SPECIALIST	MS KRISTEN R TANZ	Home Work	(817) 880-5029 (817) 880-5029
PARTICIPATED IN	ENVIRONMENTAL HEALTH MANAGER	MR RAJ CHAUHAN	Phone Phone	(817) 321-4969 (817) 248-6299
PARTICIPATED IN	DESIGNATED REPRESENTATIVE	NICHOLAS SALAS	Work	(817) 321-4987

Other Staff Member(s):

Role	Name
QA Reviewer	BLANCA MUNOZ
Supervisor	MICHAEL SESSIONS

Associated Check List

<u>Checklist Name</u>	<u>Unit Name</u>
OSSF AUTHORIZED AGENT COMPLIANCE REVIEW	620114 AAR

Investigation Comments:

INTRODUCTION

A compliance review was scheduled with the City of Burleson OSSF Program for Thursday, February 29, 2024, at 2:00 p.m., as previously discussed with Ms. Lisa Duello, Assistant Director of Development Services with City of Burleson.

The administrative portion of the compliance review was conducted on February 29, 2024, with Ms. Lisa Duello and Ms. Kristen Tanz (City of Burleson), Mr. Raj Chauhan, Mr. Ekpen Okoruwa, Mr. Mitchell Carpenter, Mr. Nicholas Salas (Designated Representatives with Tarrant County Public Health), and Ms. Sabrina Vidaurri (Associate Director - Health Protection & Response with Tarrant County Public Health). The technical portion of the review was conducted on March 15, 2024, with Mr. Nicholas Salas and Mr. Ekpen Okoruwa.

On April 8, 2024, a letter and summary will be sent to Chris Fletcher, Mayor of City of Burleson.

GENERAL FACILITY AND PROCESS INFORMATION

The City of Burleson's area of jurisdiction includes all incorporated areas of the city, in both Tarrant and Johnson County. The city adopted their Order on March 20, 2000 (Order 620114).

BACKGROUND

The previous compliance review of the City of Burleson's OSSF Program was conducted on December 5, 2013 (Investigation 116608).

ADDITIONAL INFORMATION

Administrative Processes, Planning Material Review processes, and Permitting Processes Review (Administrative Review): During the administrative review, 19 files were reviewed; #22222, #22098, #A21996, #22178, #22585, #22320, #22444, #22646, #22935, #22830, #23132, #23187, #23216, #23888, #23237, #23592, #23764, #24033, and #23966, and minor deficiencies were found.

1. Application #A21996 included a maintenance contract that did not include required contract provisions, specifically, the name and license # of the provider are not listed, only 1 maintenance visit where a minimum of 3 per year are required, responsible party for chlorine not listed, and a response timeframe to emergency requests was also not included on the Maintenance Contract. Additionally, the signature line states, "plumber's signature," which is illegible and cannot verify a valid MP license. The technical information sheet of the planning materials does not state the size or manufacturer of the aerobic treatment unit, only liquid depth is provided.

During the administrative review, it was confirmed that Tarrant County Public Health (TCPH) has maintained a monthly activity report submitted to the TCEQ for the City of Burleson. TCPH has been submitting the On-Site Wastewater Treatment Research Council Fee of \$10 per application.

There are a few items that could be addressed/updated in the city ordinance and identified below as Additional Issues.

Inspection Process Review (Technical Review):

A technical review was conducted with Mr. Ekpen Okoruwa and Mr. Nicholas Salas, Designated Representatives (DRs) for TCPH at 5494 Valley Dr, Fort Worth, Texas (Investigation 1974366).

Complaint Resolution Process Review:

The City of Burleson's OSSF permits and records are maintained by TCPH. Currently all complaints and permits are maintained on-site. Complaints are typically responded to within 24-48 hours of receipt. A log of all complaints is maintained by TCPH as well.

No Violations Associated to this Investigation

Additional Issues

Description Item #1

Additional Comments

AA should consider updating and/or revising their Order in some areas, specifically language that still identifies the "Texas Natural Resource Conservation Commission" should be updated to "Teas Commission on Environmental Quality."

In Sec. 7-64. Amendments. (a), the Order states, "Regardless of the acreage each on-site sewage facility within the city must have a permit issued by the city." This provision should be updated as permits are being issued from Tarrant County Public Health. It is recommended to remove/edit "by the city" in this provision.

In Sec. 7-64. Amendments. (c), the Order states, "An on-site sewage facility must be installed by a state registered installer one or two. A homeowner may not install his own system." This potentially excludes homeowners who may also be a licensed installer I or II. It is recommended to revise the amendment so that "A homeowner may not install [their] own system, unless they are a licensed installer I or II."

In Sec. 7-65. Enforcement, the Order states, "The Environmental Service Director of the city, after approval and certification by the Commission, shall serve as the designated representative for the enforcement of the Rules within the City..." The provision does not include contracted services for a Designated Representative (DR). It is recommended to update this provision of the Order to include, "The Environmental Service Director of the City or other licensed Designated Representative with which contract services have been enacted,...., shall serve as the designated representative..."

Signed

Environmental Investigator

Date _____

Signed

Supervisor

Date _____

Attachments: (in order of final report submittal)

___ Enforcement Action Request (EAR)

___ Maps, Plans, Sketches

___ Letter to Facility (specify type): _____

___ Photographs

___ Investigation Report

___ Correspondence from the facility

___ Sample Analysis Results

___ Other (specify):

___ Manifests

___ Notice of Registration

List of Attached files

100 S Hurst Rd.pdf
3501 S IH 35W.pdf
1460 COZBY LN.pdf
1465 E Renfro St B - 22935.pdf
620114_Types of Systems Installed by Month_20180101-20240118.pdf
1832 Cindy Ct.pdf
1465 E Renfro St.pdf
332 Bowden Cir.pdf
1917 CR 913.pdf
1420 E Renfro St.pdf
3133 S Burleson Blvd Addition South System.pdf
10016 CR 1016.pdf
1987 SW Hulen St.pdf
1949 Cindy Ct.pdf
1800 W FM 917.pdf
620114.pdf
1841 Cindy Ct.pdf
1616 FM 917.pdf
516 CR 1021.pdf
2005 TCPH Contract Agreement.pdf
390 SE John Jones.pdf
8212 FM 1902.pdf

Investigation Quality Assurance Appendix

Investigation Number: 1973535 Regulated Entity Number: RN104060991 County: JOHNSON

Regulated Entity Name: CITY OF BURLESON AUTHORIZED AGENT

Physical Address: No Physical Address Associated to RN in CR

Conducted: 02/29/2024 00:00 To 03/15/2024 00:00

Notification Date: 10/30/2023

No Associated Incidents

Staff Tasks

LEAD INVESTIGATOR	CHRIS BERGMAN	Tasks:	20 hrs. INVEST 2.5 hrs. POSTINVEST 4 hrs. PREINVEST 1.5 hrs. TRAVEL
QA REVIEWER	BLANCA MUNOZ	Tasks:	1 hrs. QA

Documents Received

<u>Submitted By</u>	<u>Document Type</u>	<u>Received Dt</u>	<u>Activity Dt</u>	<u>Document Dt</u>
Mr. Ekpen Okoruwa	OTHER	01/19/2024		
Mr. Ekpen Okoruwa	PERMIT APPLICATION	11/06/2023		

Communication History

LETTER	04/05/2024
MEETING	02/29/2024
MEETING	03/15/2024
PHOEMALFAX	10/30/2023
PHOEMALFAX	11/06/2023
PHOEMALFAX	11/07/2023
PHOEMALFAX	01/19/2024
PHOEMALFAX	02/20/2024
PHOEMALFAX	02/21/2024
PHOEMALFAX	02/26/2024
PHOEMALFAX	04/05/2024

<u>Fiscal Year</u>	<u>WP Local Unit</u>	<u>Activity Type</u>	<u>Event Quantity</u>
2024	REGION 04 - DFW	OSSFAAREV - OSSF Authorized Agent Reviews	1

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING THE TERMINATION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BURLESON AND TARRANT COUNTY FOR THE INSPECTION AND PERMITTING OF CERTAIN ON-SITE SEWAGE DISPOSAL SYSTEMS IN THE CITY OF BURLESON (CSO#207-05-2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO TERMINATE THE AGREEMENT.

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 entered into an interlocal agreement with Tarrant County for the inspection and permitting of certain on-site sewage disposal systems in the city limits of the City of Burleson on or about May 2, 2005 (CSO#207-05-2005) (hereinafter “Agreement”); and

WHEREAS, Tarrant County has requested that the City take over the inspection and permitting of such sewage disposal systems; and

WHEREAS, the Agreement allows either party to cancel the Agreement with a minimum on 90 days' written notice; and

WHEREAS, the City is able, or will be able, to perform the duties currently performed by Tarrant County under the Agreement by the time the Agreement is terminated pursuant to the termination clause; and

WHEREAS, the City Council, after reviewing the matter, desires that the City terminate the Agreement; and

WHEREAS, the City Council desires to authorize the City Manager to execute on behalf of the City documents necessary for the termination of the Agreement.

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

Section 1.

The City Manager, Tommy Ludwig, is authorized to execute on behalf of the City documents necessary for the termination of the Agreement.

Section 2.

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

Section 3.

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

March 25, 2025

Honorable Tim O'Hare
Tarrant County Judge
100 East Weatherford Street
Fort Worth, TX 76196

Honorable Phil Sorrells
Tarrant County Criminal District Attorney
Tim Curry Criminal Justice Center
401 West Belknap
Fort Worth, TX 76196

Dr. Brian Byrd
Tarrant County Public Health Director
1101 S. Main Street
Fort Worth, TX 76104

Sabrina Vidaurri
Associate Director
5001 N. Riverside Drive
Fort Worth, TX 76137

Raj Chauhan, MBA- HM, RS, DR
Tarrant County Public Health Environmental Health Manager
5001 N. Riverside Drive
Fort Worth, TX 76137

RE: Notice of Termination of the Agreement between the City of Burleson (the "City") and Tarrant County (the "County") for the Inspection and Permitting of Certain On-site Sewage Disposal Systems in the City of Burleson (the "Agreement")

Dear Judge O'Hare, Mr. Sorrells, Dr. Boyd, Ms. Vidaurri, and Mr. Chauhan:

I am writing to respectfully inform you that pursuant to Section 4 of the Agreement and as requested by the County, the City desires to mutually terminate the Agreement. In accordance with Texas Health and Safety Code Ch. 366, Subchapter C, the City will be designated as the authorized agent with the authority to regulate the use of on-site sewage disposal systems in the City. Please allow this letter to serve as formal notification that the City is terminating the Agreement effective June 23, 2025.

For your convenience, I have enclosed a copy of the Agreement. Thank you for your attention to this matter. Please respond to confirm receipt of this termination notice. If you have any questions, please do not hesitate to contact me regarding this matter.

Sincerely,

Tommy Ludwig
City Manager
City of Burlison

Enclosures: the Agreement

cc (w/o enclosures): Eric Oscarson, Deputy City Manager
Amanda Campos, City Secretary
Tony McIlwain, Development Services Director
Lisa Duello, Deputy Director of Development Services
Matt Ribitzki, Deputy City Attorney

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Eric Oscarson, Deputy City Manager
MEETING: March 24, 2025

SUBJECT:

Consider and take possible action on an amendment to CSO#4087-01-2023, the professional services contract for architectural design services for Burleson Police Headquarters Expansion with Brinkley Sargent Wiginton Architects in the amount of \$1,246,432 for a total contract cost in the amount of \$3,827,927. (FA2301) (Staff Contact: Eric Oscarson, Deputy City Manager)

SUMMARY:

In December 2021, the City Council-appointed Citizens Advisory Bond Committee recommended a \$36,400,000 project to renovate the existing 24,000 square feet and build a 38,500 square feet expansion for a resulting 62,500 square feet Police Headquarters facility.

City of Burleson voters approved a General Obligation Bond Proposition in May 2022 that included \$36,400,000 for expanding and renovating the Burleson Police Headquarters facility located at 1161 SW Wilshire Boulevard.

Brinkley Sargent Wiginton Architects was selected to design the project through a formal professional services procurement process from a pool of 11 participating architectural firms. The contract includes \$1,858,568 for basic design services, \$667,927 in supplemental specialty design services, and \$55,000 for reimbursable expenses, for a total of \$2,581,495.

Since the initial contract award, the design and scope of the project has been altered and increased. BSW has provided the attached change order for additional services based on the scope changes in the amount of \$1,246,432.

RECOMMENDATION:

Approval

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

Citizens Advisory Bond Committee approved including this project on the May 2022 General Obligation Bond Program referendum in December 2021

Burleson voters approved the proposition including this project in May 2022

January 2023 – City Council Approved the original design contract

October 2023 – Council directed staff to increase scope of project

January 2024 – Council approved the two-story option

February 2025 – Council Approved Design Development

REFERENCE:

CSO#4087-01-2023

FISCAL IMPACT:

Proposed Expenditure/Revenue: 1,246,432

Account Number(s): FA2301

Fund: Design

STAFF CONTACT:

Eric Oscarson

Deputy City Manager

eoscarson@burlesontx.com

817-426-9837

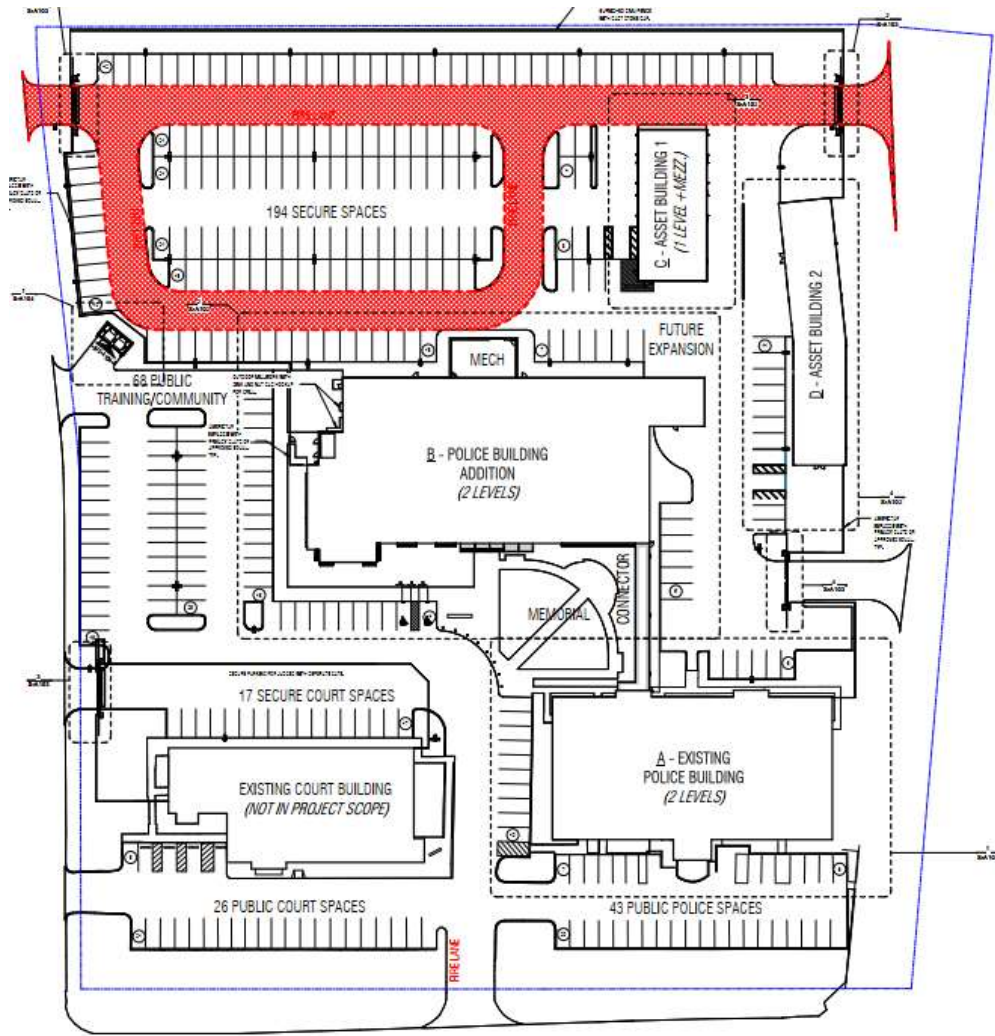
Brinkley Sargent Wiginton Contract Amendment

ERIC OSCARSON, DEPUTY CITY MANAGER

MARCH 24, 2025

Background

- January 2023 - Original design contract and scope presented to Council.
- August 2023 - Staff provided a report to City Council regarding potential revisions to the original project scope and Council requested additional information.
- October 2023 - Staff provided a subsequent report with the additional building options requested. Council directed staff to proceed with an amended project scope and increased project budget.
- January 2024 - Staff/BSW revised the scope and Council approved.
- August 2024 - Staff presented a schematic design update.
- February 2025 – Staff presented Design Development Progress.







Budget

Total Amended Project Budget
\$44,023,145

February 2025 - City Council provided staff direction to move forward with the increased budget

Amendment

Design contract is based on 8% of the cost of the project for architectural and engineering services plus supplemental costs such as civil engineering, landscape design, technology consulting, MEP, furniture design, interior design, etc.

Construction Cost	Design Services	Supplemental	Total Contract	Change
\$23,232,103	\$1,858,568	\$722,927	\$2,581,495	-
\$38,494,306	\$3,079,544	\$748,383	\$3,827,927	\$1,246,432

Next Steps

March – June 2025 – Construction Documents and Staff Review

June 2025 – City Council Update

July – August 2025– Bidding of Project/Building Permits/GMP

September 2025 – January 2027 - Construction

Recommendation

Approval of an amendment to CSO#4087-01-2023, the professional services contract for architectural design services for Burleson Police Headquarters Expansion with Brinkley Sargent Wiginton Architects in the amount of \$1,246,432 for a total contract cost in the amount of \$3,827,927.

Questions?

ERIC OSCARSON, DEPUTY CITY MANAGER



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Burlleson Police Renovations

AGREEMENT INFORMATION:
Date: January 18, 2023

AMENDMENT INFORMATION:
Amendment Number: 001
Date: March 5, 2025

OWNER: *(name and address)*
City of Burlleson
141 W. Renfro St.
Burlleson, TX 76028

ARCHITECT: *(name and address)*
Brinkley Sargent Wiginton Architects,
Inc.
5000 Quorum Drive Suite 600
Dallas, TX 75254

The Owner and Architect amend the Agreement as follows:
Additional services due to revised project scope.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Refer to Exhibit A - \$1,246,432

Schedule Adjustment:
100% CDs issued end of June 2025.

SIGNATURES:

Brinkley Sargent Wiginton
Architects, Inc.

City of Burlleson

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

Denny Boles, AIA, President

Tommy Ludwig, City Manager

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

EXHIBIT A

Burleson Police Renovation and Addition

Additional Services

3/5/2025

Architectural/MEP/Structural Basic Services – Building

Current Building Design (2/17/2025)

8% of \$38,494,306

\$3,079,544

Original Contract (1/18/2023)

8% of \$23,232,103

\$1,858,568

Additional Supplementary Services

\$1,220,976

Programming

Current Building Design

\$15,000

Original Contract

\$15,000

Additional Programming Services

\$0

ICC-500 Storm Shelter

Current Building Design

\$16,500

Original Contract

\$ 0

Additional Structural Fees

\$16,500

Perimeter Site Walls and Mechanical Yard Screen Wall

Current 103,851 Design

\$19,800

Original Contract

\$ 0

Additional Structural Fees

\$19,800

Civil On-Site Engineering

Current Building Design

\$126,500

Original Contract

\$126,500

Additional Civil Fees

\$0

Civil Flood Study

Current Building Design	\$19,250	
Original Contract	<u>\$ 0</u>	
Additional Civil Fees		<u>\$19,250</u>
 <u>Civil Drainage Study</u>		
Current Building Design	\$9,350	
Original Contract	<u>\$ 0</u>	
Additional Civil Fees		<u>\$9,350</u>
 <u>Civil Re-Platting</u>		
Current Building Design	\$10,450	
Original Contract	<u>\$ 0</u>	
Additional Civil Fees		<u>\$10,450</u>
 <u>Civil Easement Abandonment/Revisions</u>		
Current Building Design	\$8,800	
Original Contract	<u>\$ 0</u>	
Additional Civil Fees		<u>\$8,800</u>
 <u>Civil Franchise Utility Coordination</u>		
Current Building Design	\$5,500	
Original Contract	<u>\$ 0</u>	
Additional Civil Fees		<u>\$5,500</u>
 <u>Civil Site Submittal Process</u>		
Current Building Design	\$13,200	
Original Contract	<u>\$13,200</u>	
Additional Landscape Fees		<u>\$0</u>
 <u>Landscape Design Services</u>		
Current Building Design	\$28,050	
Original Contract	<u>\$26,400</u>	
Additional Landscape Services		<u>\$1,650</u>

Technology / AV Services

Current Building Design	\$117,700	
Original Contract	<u>\$88,000</u>	
Additional Technology Fees		<u>\$29,700</u>

Acoustic Design (HVAC)

Current Building Design	\$15,400	
Original Contract	<u>\$15,400</u>	
Additional Acoustic Fees		<u>\$0</u>

Building Commissioning Services

Current Building Design	\$76,670	
Original Contract	<u>\$115,500</u>	
Reduced Commissioning Fees		<u>(\$38,830)</u>

Accessibility Services

Current Building Design	\$7,760	
Original Contract	<u>\$6,177</u>	
Additional Accessibility Fees		<u>\$1,583</u>

Interior Design/Furniture Selection Services

Current Building Design	\$186,453	
Original Contract	<u>\$249,750</u>	
Additional Interior Design/Furniture Selection Fees		<u>(\$63,297)</u>

Exercise Equipment Coordination

Current Building Design	\$5,000	
Original Contract	<u>\$ 0</u>	
Additional Record Drawings Fees		<u>\$5,000</u>

Record Drawings

Current Building Design	\$12,000	
Original Contract	<u>\$12,000</u>	
Additional Record Drawing Fees		<u>\$0</u>

Reimbursables

Current Building Design \$55,000

Original Contract \$55,000

Additional Record Drawing Fees \$0

TOTAL ADDITIONAL SERVICE

\$1,246,432

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **BRINKLEY SARGENT WIGINTON ARCHITECTS** (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this Agreement. Articles 6 and 8 herein shall survive the term of this agreement.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed **INSERT AMOUNT (\$2,581,495)** in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

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

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal

working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR

ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the

assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

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

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

- (d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

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

12. NON-DISCRIMINATION COVENANT.

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

City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Brinkley Sargent Wiginton Architects
Attention: Denny Boles
Senior Principal
1005 East St. Elmo, Building 8
Austin, Texas 78745

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

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

17. SEVERABILITY.

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

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure),

including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. SIGNATURE AUTHORITY.

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, and otherwise in conformance with said statute. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple

transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements “reflective of actions a prudent business person would employ” which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City’s property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

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SIGNATURE PAGE

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

CITY OF BURLESON:

**BRINKLEY
ARCHITECTS:**

SARGENT

WIGINTON

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: PENNY BOLES

Title: SENIOR PRINCIPAL

Date: JANUARY 10, 2025

APPROVED AS TO FORM:

By: _____

City Attorney, Assistant City Attorney,
or Deputy City Attorney

EXHIBIT A

INITIAL PROJECT INFORMATION

EXHIBIT A1	PROJECT BUDGET
EXHIBIT A1.1	BUDGET SUMMARY – OPTION C
EXHIBIT A2	PROGRAMMING/CONCEPTUAL FLOOR PLAN
EXHIBIT A3	PROJECT SCHEDULE
EXHIBIT B	SPECIAL TERMS AND CONDITIONS
EXHIBIT C	SERVICES AND COMPENSATION
EXHIBIT D	BSW BILLING RATES
EXHIBIT E	CERTIFICATE OF INSURANCE
EXHIBIT F	STRUCTURAL ENGINEERING
EXHIBIT G	TECHNOLOGY/SECURITY/AV
EXHIBIT H	MECHANICAL AND ELECTRICAL
EXHIBIT I	ACCESSIBILITY
EXHIBIT J	CIVIL ENGINEERING
EXHIBIT K	LANDSCAPE
EXHIBIT L	COMMISSIONING

Burleson Police Department Renovation
 Project Budget - Brinkley Sargent Wiginton Architects
 December 20, 2022

EXHIBIT A1

	<u>12/20/2022</u>	
Land Acquisition		
Site Purchase	0	Note A
Site Closing Costs	0	Note A
Total	0	
Testing Services		
Site Environmental Assessment	15,000	Note B
Building Environmental Assessment	10,000	Note B
Geotechnical Report	10,000	
Materials Testing	134,750	Note C
Total	169,750	
Construction		
Police Headquarter Addition	7,679,240	Note D
Training Center	3,116,269	Note D
Partial Support Building	1,627,375	Note D
Communications	1,391,191	Note D
Existing Headquarters Renovation	1,200,000	Note D
Site Development	<u>4,618,028</u>	Note D
Direct Construction Cost	19,632,103	Note D
Design Contingency (5% of Direct Cost)	1,000,000	Note D
CMAR General Conditions/Overhead (8% of Direct Cost)	1,600,000	Note D
CMAR Fee (5% of Direct Cost)	<u>1,000,000</u>	Note D
Subtotal	3,600,000	
Total Construction Cost Limit (CCL)	23,232,103	Note D
FF&E		
Furniture	1,740,000	Note E
Exercise Equipment	0	Note B
Telephones	0	Note F
Total	1,740,000	
City Budgets		
Art Budget	0	Note B
Site Survey/Platting	15,000	Note G
Construction Manager at Risk Pre-Const.	50,000	Note H
Electrical/Gas Infrastructure Allowance (additional capacity):	30,000	Note B
Storm Shelter Peer Review	30,000	Note G
Off-Site Utility Development	0	Note B
IT Server Relocation	30,000	Note B
Moving Costs	30,000	Note B
Communication Tower Relocated	0	
New Communication Tower	0	Note B
Computers	0	Note B
Off-Site Fiber to Site	0	Note B
Bond Issuance Cost	0	Note J
Owner Contingency	232,300	Note K
Total	417,300	
Professional Services		
Site Submittal Process	13,200	
A/E Basic Services	1,858,568	Note L
Program Verification	15,000	
Civil Engineering Site Survey (On-Site)	0	Note M
Civil Engineering Site Survey (Off-Site)	0	Note B
Civil Engineering (On-Site)	126,500	
Landscape Design	26,400	
Technology/Security/AV Consulting	88,000	
HVAC Acoustical Design	15,400	
Basic MEP Commissioning	104,500	
Exterior Envelope Inspections	11,000	
TAAS Consultant	6,177	
Furniture Selection	156,000	
Interior Design	93,750	
Exercise Equipment Coordination	0	Note B
LEED Consultation	0	Note N
Record Drawings	12,000	
Cost Estimating	0	Note O
Reimbursable Costs	55,000	
Total	2,581,495	
Projected Escalation	7,283,026	Note D
Total Project Cost	35,423,674	

Notes:
 Note A: City owned site
 Note B: To be determined
 Note C: 39,500 s.f. (new construction) @ \$3.50/s.f.
 Note D: Refer to Exhibit A1.1
 Note E: Furniture assumptions:
 - 58,000 s.f. @ \$30/s.f.
 - Furniture bid May 2025
 - Furniture install December 2025
 - Assumes new furniture
 Note F: Telephones provided by separate City source
 Note G: Scope of work provided by City. Cost to be determined.
 Note H: Cost to be determined. Anticipate CMAR project delivery method
 Note J: Not included in budget
 Note K: 1% of CCL
 Note L: 8% of CCL
 Note M: Scope of work provided by City
 Note N: Not required
 Note O: Not included. Anticipate CMAR project delivery method

BUDGET SUMMARY - OPTION C

BURLESON POLICE HEADQUARTERS

BRW Project Number: 2210095.00
 November 10, 2021

PROGRAM ELEMENT OPTIONS OPTION C

PROGRAM ELEMENT:	SQUARE FEET	PROBABLE COST	NOTES:
TRAINING CENTER	8,000	\$3,116,269	
<input checked="" type="checkbox"/> TRAINING CENTER	8,000	\$3,116,269	Public Entry/Reception/Check-in Conference Room/Private Room Conference Room/Private Room Training Room Large Men's / Women's RRs Breakout Space Training Storage Defensive Tactics Training Area Sim-Munitions/VR Booth Catering Kitchen / Breakroom Locker Room/Secure Valuables Unisex RR/Shower Training Coordinator Office Training Coordinator Office Training Coordinator Copy/Work/Files Training Coordinator Storage
SUPPORT BUILDING	4,500	\$1,627,375	
<input checked="" type="checkbox"/> PARTIAL SUPPORT BUILDING	4,500	\$1,627,375	P/E - Large Evidence Drop P/E - Large Evidence/Property Honor Guard Drone Work/Storage Traffic Storage Unisex RR/Shower SWAT - Locker SWAT - Storage SWAT - Meeting Room Armory / Armor K-9 Bicycle Patrol Storage/Work Motorcycle Building Support
COMMUNICATIONS	3,000	\$1,391,191	
<input checked="" type="checkbox"/> RELOCATE TO NEW ADDITION	3,000	\$1,391,191	Hardened to meet Florida Hurricane Standards Depressed Concrete structure Dispatch Dispatch Admin Break Room / Locker Area QA / Training Coordinators Restrooms Quiet / Counseling / Recovery Room Training Room Storage Work/Copy IT/Server Supervisors Staff Window Conference Room
EXISTING HQ RENOVATION	24,000	\$1,200,000	
<input checked="" type="checkbox"/> LIGHT	24,000	\$1,200,000	

BUDGET SUMMARY - OPTION C

SITE		-	\$4,618,028
<input checked="" type="checkbox"/>	190 Secured Parking Spaces (5 yr Projection)		\$3,010,528
<input checked="" type="checkbox"/>	Relocate Gas Line		\$250,000
SITE "ADD-ALTERNATES"			
<input checked="" type="checkbox"/>	(x40) Covered Parking Spaces		\$145,000
<input checked="" type="checkbox"/>	(x25) EV Charging Stations		\$562,500
<input checked="" type="checkbox"/>	1000 kw Generator & Keep 400 kw Generator		\$650,000
Sub Total - Chosen Program Element Options		39,500	\$7,334,835
+	Sub Total - Police HQ Addition (CCL)	23,000	\$7,679,240
+	Sub Total - Site		\$4,618,028
=	DIRECT CONSTRUCTION COST	62,500	\$19,632,103
+	Design Contingency (5% Direct Cost)		\$1,000,000
+	CMaR General Conditions/Overhead (8% of Direct Cost)		\$1,600,000
+	CMaR Fee (5% of Direct Cost)		\$1,000,000
=	TOTAL CONSTRUCTION COST LIMIT (CCL)	-	\$23,232,103
+	Owner Costs Outside of Construction (25% of CCL)		\$5,900,000
=	TOTAL PROJECT COST	62,500	\$29,132,103
PROJECTED PROJECT BUDGET			\$36,415,129
w/ Escalation (25%/yr - 60 monts to midpoint)			

SITE MASTERPLAN

EXHIBIT A2

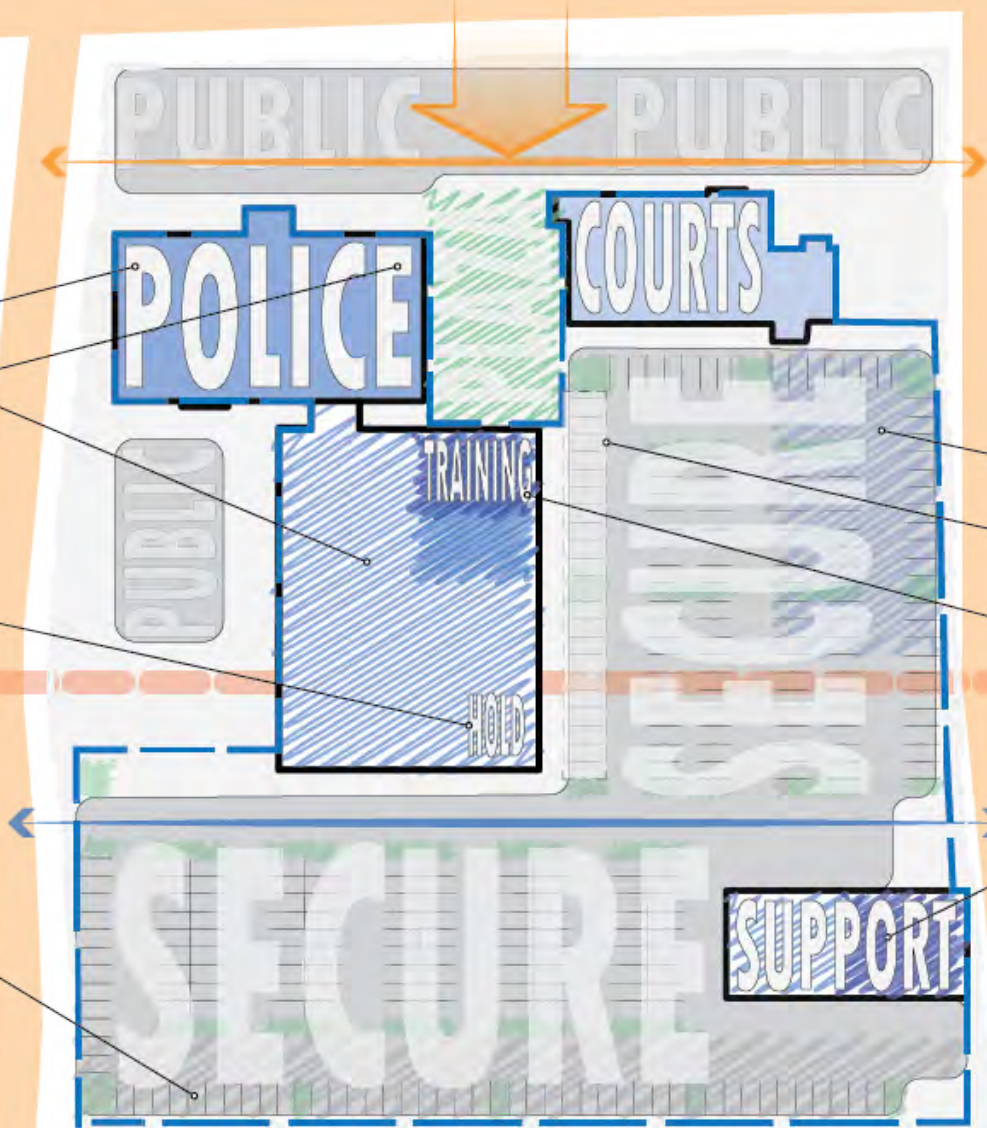
LIGHT RENOVATION: \$1,200,000
 FULL RENOVATION + FIRE SPRINKLER: \$6,710,000

911 EXPANSION: \$505,000
 911 NEW & HARDENED + IT: \$1,400,000

HOLD: \$1,690,000

RELOCATED GAS LINE: \$250,000

SITE WORK: \$4,818,000
 FUTURE GROWTH PARKING: (40) \$200,000



COURTS PARKING (40)

COVERED PARKING (20)

TRAINING 3,500 SF: \$1,364,000
 TRAINING 8,000 SF: \$3,120,000

SUPPORT 8,000 SF: \$2,700,500
 SUPPORT 4,500 SF: \$1,628,000
 SPECIAL USE VEHICLES
 OFF-SITE (SERVICE CENTER)

EXHIBIT B

ARTICLE 12 SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

12.1 CHANGE ORDERS

Omissions: If the Architect fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, the Architect will not receive a fee for work associated with the Change Order.

12.2 STANDARD OF CARE/CONTINGENCY

In performing Architectural Services, the Architect will strive to use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the Owner can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The Owner agrees to establish a construction contingency fund (minimum 3% of construction cost) to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The Owner agrees not to seek any costs related to Article 12.2 items from Architect unless the aforementioned contingency funds are exhausted by non-Owner initiated changes.

12.4 ARCHITECTURAL REGISTRATION

The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701 (512-305-9000) has jurisdiction over individuals licensed where the Architect's Registration Law, Texas Civil Status, Article 249a.

12.5 RECORD DRAWINGS

Deliverables for Record Documents or "as-builts" shall be defined as the following. Architect will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by the Architect through the course of the Work and any other field revisions as supplied by the Contractor to the Architect at close out. Architect will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

12.6 STRUCTURAL CERTIFICATION OF AS-BUILT CONDITIONS

This contract provides for structural site observation during construction consistent with normal standard of care as outlined in AIA Document B101-2007. This scope of work does not include structural services to inspect all the structural as-built conditions necessary to provide the Owner with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service.

12.7 SPECIAL INSPECTIONS

Recent code language contains references to "Special Inspections" for various parts of the construction process. The industry is currently meeting these requirements by assigning responsibilities to various Consultants involved in the Construction Industry (Commissioning Agents, Materials Testing Lab, Fire Protection and Smoke Evaluation Consultants, Mechanical and Structural Engineers and Architects.

Since these inspections are new to the industry, each jurisdiction has their own interpretation as to how “Special Inspections” are accomplished beyond Standard Construction Administration Activities and what party should be responsible for them. The Design Team will work with the appropriate jurisdiction during the Design Phase of the Project to identify requirements and responsibilities. Many of these inspections may be performed as part of Standard CA services but some may require Additional Services Fees from the Design Team or outside Consultants. These “Special Inspections” must be identified prior to the start of construction in order to be performed at the appropriate time prior to receiving a “Certificate of Occupancy.”

12.8 STATUES OF LIMITATION AND REPOSE

To the extent applicable to the Owner under Texas law, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statues of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statues of limitations commence to run any later than the date when the Architect’s Services are substantially completed.

EXHIBIT C

BURLESON CITY HALL RENOVATION

SERVICES AND COMPENSATION BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

BASIC A/E SERVICES: FEE \$1,858,568

Architectural, Structural Engineering (Ref. Exhibit F), and Mechanical, Electrical and Plumbing Engineering Services (Ref. Exhibit G). Fees to be billed monthly by percent complete of each phase as follows:

Conceptual/Schematic Design	15%
Design Development	30%
Construction Document Phase	30%
Bidding Phase	5%
Construction Administration Phase	<u>20%</u>
Total	100%

The initial building construction budget is set at \$23,232,103 for contractual purposes. Basic services fee represents 8% of construction budget. This budget may be adjusted from time to time by Owner authorization. Basic Services Fee will be adjusted based upon final approved Design Development Estimate. The Architect will receive no adjustment following the Final Design Development fixed fee should the actual accepted construction bid vary from the budget and subsequently be approved by the Owner.

NOTE: Construction is anticipated to last 16 months (Ref. Exhibit A4). Project meetings will occur every 2 weeks. Should construction proceed beyond 18 months, through no fault of the Architect, the Architect reserves the right to request additional services from the client based upon a per month fee of \$15,984.

SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Civil Site Plan Submittal: Fee \$13,200
 - a. Services include working through the City process for approval. Architectural coordination (10%). Refer to Exhibit J.
2. Program Verification: Fee \$15,000
 - a. Review departmental square footage and associated breakdowns.
3. Civil Engineering On-Site Services: Fee \$126,500
 - a. Services include grading, drainage design, site utilities, paving and dimensional control, erosion control, specifications and construction administration. Architectural coordination (10%). Refer to Exhibit J.
4. Technology, Security and AV Systems Design Services: Fee \$103,400
 - a. Design of Owner Communications Infrastructure. Video surveillance and electronic security systems. Services will also include Audio/Visual Consultation and Acoustical Design. Code required Distributed Antenna System (DAS) is also included. Architectural coordination (10%). Refer to Exhibit G.
5. Landscape Design Services: Fee \$26,400
 - a. Complete landscape and irrigation system design. Architectural coordination (10%). Refer to Exhibit K.
6. Accessibility Consulting Services: Fee \$6,177

- a. Review of project to meet Texas Accessibility Standards (TAS). Review of design development documents by state approved firm for conformance to TAS requirements. Development of a substantial completion punch list report to contractor TAS conformance. State mandated construction document review and final state mandated site inspection report. Architectural coordination (10%). Refer to Exhibit I.
7. Interior Design and Furniture Selection/Procurement Services: \$249,750
- a. Interior finishes selection documentation, presentations, specifications and shop drawings review (62,500 s.f. @ \$1/50/s.f. - \$93,750). Selection, specifications and assistance in procurement of new furniture items. Installation coordination and final punch list (9% of \$1,740,000 budget - \$156,000). Exercise Equipment Selection and procurement is not included in services.
8. Building Commissioning Services: Fee \$115,500
- a. Commissioning of building HVAC systems including coordination of Owner training. Building envelope review. Architectural coordination (10%). Refer to Exhibit L.
9. Record Drawings: Fee \$12,000
- a. Prepare a set of electronic documents showing changes in the work during construction from data furnished by Contractor. Update electronic files with all changes issued during construction by Architect and consultant team.

SUPPLEMENTARY SERVICES FEES

All fees associated with supplemental services are to be considered as a “not to exceed amount”. Any increases for supplemental services may only be done with authorization of the Owner. In addition, all work to be performed under supplemental services will only be billed for the actual work performed even if considered as lump sum fee. Any reduction in the scope of work, tasks to be completed or change to the desired duties performed by the provider of the supplemental services will have a corresponding reduction on the fee charged for those services. Any supplemental service may be reduced or eliminated by the Owner after consultation with the Architect as long as such reduction or elimination occurs prior to performance of such work.

REIMBURSABLE EXPENSES: BUDGET ESTIMATE \$55,000

Project related expenses will be billed at cost plus 10%. Budget includes some cost items over which architect has minimal control and therefore this budget is an estimate and may be adjusted with Owner approval. Budget assumes subcontractor bidding documents will be electronic and no paper reproduction costs are included herein.

FEE SUMMARY

A. Basic Services	\$ 1,858,568	
B. Supplementary Services	<u>\$ 667,927</u>	
<i>Total Professional Services</i>	\$ 2,526,495	
C. Reimbursable Budget	<u>\$ 55,000</u>	
Total Contract		\$2,581,495

SCOPE OF WORK ASSUMPTIONS

- A. Geotechnical report provided by Owner.
- B. Materials testing services during construction to be provided by Owner.

BRINKLEY SARGENT WIGINTON ARCHITECTS

BILLING RATES
2022

<u>TITLE</u>	<u>RATE/hr.</u>
Senior Principal	330.00
Principal	260.00
Project Manager	190.00
Strategic Planner	170.00
Senior Project Designer	185.00
Senior Project Architect	180.00
Project Architect	140.00
Architectural Designer II	120.00
Architectural Designer I	105.00
Sr. Construction Administrator	200.00
Construction Administrator	160.00
Senior Interior Designer	165.00
Interior Designer	140.00
Senior Programmer	185.00
Administration	85.00

Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment August of each year



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Risk Strategies) and INSURED (Brinkley Sargent Wiginton Architects, Inc.), and a right-side section for CONTACT NAME (Joe Bryant) and INSURER(S) AFFORDING COVERAGE (listing Insurers A through F).

COVERAGES CERTIFICATE NUMBER: 68726433 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table listing insurance coverages (E, C, B, D, A) with columns for INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER

City of West Lake Hills, TX
911 Westlake Dr.
West Lake Hills TX 78746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Joe Bryant



Proposal for Professional Engineering Services

To: Denny Boles, AIA
Brinkley Sargent Wiginton Architects
1005 E. St. Elmo St., Bldg 8
Austin, Texas 75254

Date: December 15, 2022

Project: **Burleson Police Facility Expansion**
Burleson, Texas

PROJECT DESCRIPTION

Burleson Police Facility Expansion: 62,500 sq. ft., 2-story (including 38,500 sq.ft. new construction and 24,000 sq. ft. light renovation of existing building); \$23 million approximate construction cost.

- Includes 4,500 sq. ft. partial support building.
- Includes new ICC-500 storm shelter
- Includes one visit to site during design to observe existing conditions
- Includes up to 5 site observation visits during Construction Administration (3 site visits to be timed to incorporate required storm shelter inspections)
- Does not include site structures, such as parking shade structures.

BASIC SERVICES

Structural Engineering services described as follows:

Schematic Design

- Evaluate framing system and column layout
- Prepare preliminary narrative describing proposed structural system
- Prepare preliminary framing plans for typical conditions
- Prepare preliminary structural demolition drawings as needed
- Assist soliciting and evaluating proposals for geotechnical report
- Consult regarding design criteria (floor loading, code requirements, etc.) and project delivery schedule
- Attend local design meetings and conference calls

Design Development

- Prepare structural plans, typical details and wall sections of the selected structural system
- Prepare structural demolition drawings as needed
- Prepare draft specifications
- Consult regarding geotechnical recommendations and impact on the project; evaluate geotechnical recommendations for foundation design and coordinate with the geotechnical consultant
- Consult regarding fire resistance requirements and their impact on structural systems
- Attend local design meetings and conference calls

Construction Documents

- Prepare designs and drawings for bidding and construction of the primary structural system and foundation
- Prepare structural demolition drawings as needed
- Assist with details and specifications of architectural components (exterior walls, suspended room dividers, catwalks, steel stairs) - excluding curtainwall design
- Prepare structural specifications and assist with related architectural sections such as earthwork, masonry, miscellaneous metals, etc.



L.A. FUESS PARTNERS Structural Engineers

- Coordinate structural documents with architectural documents and other engineering disciplines based on information provided
- Attend local design meetings and conference calls

Bidding/Contract Negotiation

- Attend a pre-bid conference call, if requested
- Assist with subcontractor bid evaluation
- Prepare structural addenda as necessary
- Respond to questions from bidders

Construction Administration

- Attend a pre-construction conference call, if requested
- Interpret or clarify documents during construction
- Review required structural submittals for conformance to contract documents
- Review and evaluate material tests and inspection reports
- Periodic conformance review during structural construction
- Provide three Storm Shelter Observations with reports to the Authority Having Jurisdiction and others
- Prepare structural compliance letter at conclusion of construction

Services Excluded

- Design of curtainwall systems
- Design of cold-formed metal framing
- Geotechnical engineering and inspection of related aspects of construction (e.g., backfill, soil compaction, pier drilling, foundations)
- Construction cost estimating
- Construction related services (e.g., earth retention systems, concrete shoring systems, temporary bracing of steel frames, underpinning of adjacent foundations)
- Inspection or supervision of construction
- Review of construction submittals other than those required by the contract for construction
- Services relating to permitting of work for construction
- Verification of existing conditions, materials and dimensions of existing structures

FEES FOR BASIC SERVICES

Professional Fees for Basic Services are proposed as follows:

STIPULATED SUM BASIS

Police Facility (including new construction, light renovation, and support building)	=	\$ 165,000.
ICC-500 Storm Shelter	=	\$ 15,000.
Total (including ICC-500 Storm Shelter)	=	\$ 180,000.

Fees will be invoiced monthly based on estimated completion by contract phase:

Phase	Percentage
Schematic Design Phase	10%
Design Development Phase	20%
Construction Documents Phase	45%
Bidding Phase	5%
Construction Phase	20%



L.A. FUESS PARTNERS

Structural Engineers

REIMBURSABLE EXPENSES

Project expenses will be invoiced, at cost, in addition to Basic Fees as follows:

Item	Estimated Amount
Local Transportation or mileage at IRS standard rate	\$ 400.
Total Estimated Reimbursable Expenses	\$ 400.

Note regarding printing: Proposal includes providing drawings in electronic format (PDF, for example). Any required printing will be a reimbursable expense.

QUALIFICATIONS

- Client to provide subsoil investigation and professional geotechnical engineering recommendations for design of foundations, slabs supported on soil, subsoil drainage and earth-retaining walls.
- Proposal does not include design of site structures (e.g., paving, stairs, site walls, retaining walls, bridges, shade structures, arbors) located outside of building perimeter, unless noted otherwise above.
- Proposal does not include design of landscape structures.
- Revit BIM software will be used for the production of Construction Documents. Proposal includes conventional exchange of structural plans, sections, and details for document coordination and construction purposes. Progress copies of Revit model may be provided to design team for reference during coordination. Copy of "as is" Revit model may also be made available for contractor use upon receipt of executed L.A. Fuess Partners' Electronic File Waiver & Indemnification Agreement. L.A. Fuess Partners Inc. retains ownership rights to and control of structural Revit model.
- Level of Development (LOD) of design Revit structural model will be less than or equal to LOD 300 (as defined by AIA document G202). An LOD greater than 300, if requested, may be available as an Additional Service
- Proposal does not include issue of early-release structural documents (for bidding, permitting or construction of foundation or superstructure prior to release of complete project documents).
- Proposal does not include printing for Owner, City or Contractor review, or for permitting or construction.
- Client to provide as-built drawings of existing construction to be modified or appended. Verification of existing conditions, materials and dimensions is not included in this proposal.
- Existing building structure components may be included in the design Revit structural model, but only to the extent necessary to define scope, detail, and dimensions of new structure
- Attendance at local design meetings (requiring travel of up to 50 miles from L.A. Fuess Partners office) is included in Basic Services.
- Out-of-town meetings: Attendance at out-of-town design meetings (greater than 50 miles from L.A. Fuess Partners office) is available as an Additional Service.

ADDITIONAL SERVICES

Services required and authorized beyond the scope of Basic Services will be invoiced on the basis of personnel time and expenses.

- Employees Table of employee rates available on request.
- Expenses 1.00 times cost.

CONTRACT FORM

L.A. Fuess Partners and Client intend to execute a formal written agreement for professional services. This proposal will serve as the agreement for professional services unless and until a subsequent formal written agreement for professional services is executed.

The terms and conditions of AIA C401 Standard Form of Agreement Between Architect and Consultant are incorporated by reference unless and until a subsequent formal written agreement for professional services is executed.



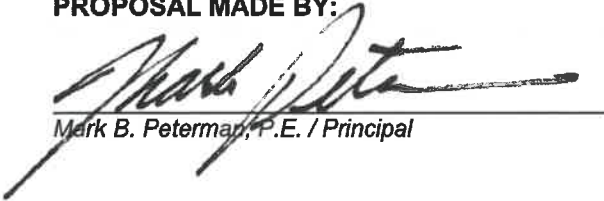
L.A. FUESS PARTNERS Structural Engineers

DURATION

This proposal is valid for a period of 6 months from the date that the proposal was made and signed by L. A. Fuess Partners below.

- END OF PROPOSAL -

PROPOSAL MADE BY:



Mark B. Peterman, P.E. / Principal

L.A. FUESS PARTNERS Structural Engineers

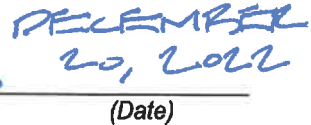
PROPOSAL ACCEPTED BY:



(Client Signature)



(Client Printed Name)



(Date)

December 16, 2022

Mr. Denny Boles
1005 E St. Elmo Building 8
Austin, TX 78745

RE: Burleson Police Station

Dear Denny:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects ("Architect") for technology consulting services for the new Burleson Police Station. We propose the following services for your consideration:

PROJECT DESCRIPTION

The project scope will cover both new construction and renovation to an existing police building. The new construction will add approximately 34,000 square feet to the exiting police building. The new construction is programmed for a full training center (8,000 SF), new communications center (3,000 SF), and additional police operations space (23,000 SF). Also include as new construction will be a 4,500 SF support building. This will be constructed within the sites secured perimeter. The existing police building is 24,000 SF and has a described scope of work for a light renovation. Total interior square feet at the end of the project will be approximately 62,500.

Extensive site work will be a part of the project to connect the cities adjacent Municipal Courts building. Both plats will be combined into a single property. The rear parking areas for both existing buildings will be combined and fenced to create a secured parking area for each the buildings employees. The front parking areas will be refinished as public parking area. The total area of both sites is approximately 7 acres. The total project budget for the project has been estimated at over 36 million dollars, with a construction cost over 23 million dollars.

The project includes the key features listed below:

1. An existing 24,000 SF police building will be lightly renovated. It was constructed in 2015.
2. The addition to the police facility will bring the total square feet to 62,500.
3. The support building will use economical construction methods. This building is assumed to contain basic storage and house specialty police vehicles.
4. The existing police site will be combined with the adjacent municipal courts to create a single city site.
5. The full recommended programed space needs totaled ~~69,000 SF~~.

62,500 S.F. *MM*

I. SCOPE AND DESCRIPTION:

A. Scope of Work

The technology systems scope shall include the following work:

(Note: scope removed with ~~strike through~~ indicates scope to be preformed by City-IT department and their preferred vendor.)

1. Communications Infrastructure:

- a) General planning and design coordination of communications rooms including Telecommunications Service Entrance Facility (TEF), Main Communications Room (MC/MDF), and Intermediate Communication Distribution Rooms (IC/IDFs). *(Note: City-IT will manage program and coordination within the rooms along with their preferred vendor.)*
- b) MEP Support Systems: Assist in coordinating environmental air requirements, electrical distribution requirements, and fire suppression systems for communication rooms. Additionally, assist in coordinating power receptacle at communication device locations.
- c) Raceway Infrastructure: Design and specification of communications systems backbone and horizontal raceway infrastructure. Components include sleeves, conduit, back-boxes, junction boxes, enclosures, ladder rack, cable tray, and j-hooks. *(Note: this assumes ME will be responsible for documenting all raceway on construction documents, following coordination and direction by City-IT.)*
- ~~d) Telecommunications Ground System: Design and specification of a dedicated telecommunications grounding system including ground bus, bonding backbone cable and supporting raceways.~~
- ~~e) Building Backbone Communications Infrastructure: Design and specification of backbone infrastructure including cable and terminations. Infrastructure typically consists of multi mode and single mode fiber optic media, and Category 3 copper media routed between the main communications room and intermediate communications rooms/closets.~~
- ~~f) Building Horizontal Communications Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of Category 6 and/or Category 6A UTP copper media.~~
- ~~g) Building Horizontal CATV Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of RG-6 or RG-11 coax media.~~
- ~~h) Communications Hardware: Design and specification of passive hardware components such as equipment cabinets / racks, plywood backboard, cable managers, patch cord managers, d-rings, etc. within communications rooms~~

- ~~i) **Outside Plant Communications Backbone Infrastructure:** Design, specifications, and coordination of any outside plant (OSP) infrastructure for site requirements, adjacent buildings, and/or campus arrangements. Infrastructure typically includes raceway, manholes, hand-holes, pull boxes, Category 3 cables, multi-mode and/or single-mode fiber optic cables, terminals, copper protectors, etc. Actual documentation can either be coordinated with Civil Engineer and/or shown by M-E Engineers, Inc.~~
- j) **Service Provider Utilities:** Design, specification, and coordination of service provider raceway infrastructure from property line to demarcation point within building. Please note that all cable and associated terminations shall be specified and provided by the Telecommunications Service Provider. Actual documentation can either be coordinated with Civil Engineer or shown by M-E Engineers, Inc.

2. Distributed Antenna System (DAS):

- a) Produce performance-based specification for cellular and 2-way radio distributed antenna system (DAS) to repeat and amplify wireless signals within building. Performance specification will be issued as part of a base building RFP to obtain bids and award the DAS technical RF design and install to a wireless manufacturer and/or provider. All raceway and MEP requirements will be coordinated with the selected wireless vendor. Additionally, final DAS design (including cable routing, placement of antennas and other equipment, etc.) will be coordinated with selected vendor to ensure final design is fully properly integrated into the building design and function.

3. Audio Video Systems

- a) **Infrastructure:** Design and specification of AV system infrastructure including conduit, floor box and poke-thru devices, junction boxes, enclosures, specialized back boxes and device detail drawings. *(Note: raceway design to be based on coordination with City-IT and vendor.)*
- ~~b) **Hardware:** Design and specification of audio video systems required hardware components including equipment cabinets and racks, projector and video flat panel mounts, motorized lifts, etc.~~
- ~~e) **Head-end Equipment:** Specifications, equipment lists, equipment layouts on plan drawings, system one-line flow diagrams for audio, video and control systems showing their interconnectivity. Equipment shall include video conferencing (if required), audio and video amplification and distribution equipment, digital signal processors (DSP), ATSC tuners, CODECs, video scalars, signal converters, audio and video source equipment, control system CPUs, touch panel controllers, program and ceiling loudspeakers, assistive listening system (per ADA), projection screens and HD projectors, professional video flat panel displays, AC power sequencers, etc.~~

4. Security System:

- a) ~~Electronic Access Control System: Design and documentation of raceway to support access control system. Design of employee access control components including head end monitoring equipment, system controllers, card readers, keypads, remote door release buttons, request to exit functions, and ADA door operator button interfaces.~~ This design includes coordination with door hardware designer to ensure proper system interface, control, and power is provided based on each door hardware and/or lock type.
- b) ~~Intrusion Detection System: Design and documentation of raceway to support intrusion detection system. Design of intrusion detection components including head end monitoring equipment, system controllers, door status monitors, motion sensors, duress buttons, and glass break sensors.~~
- e) ~~Video Surveillance System (CCTV): Design and documentation of raceway to support video surveillance system. Design of video surveillance system components including video cameras, video directory servers, network video recorders and/or storage devices, multiplexers / switchers, video monitors, camera controllers, and computer workstations.~~
- d) ~~Central Monitoring Station: Design of a central security monitoring station including computer workstations, video displays, event call up video displays, multiplexers, video matrixes, and camera controller joystick / keypads.~~

5. Acoustical Design:

- a) HVAC System Noise and Vibration Control: Provide design guidelines, details, and specifications for noise and vibration control measures. This includes review of all wall, ceiling, and floor types relative to the building HVAC system. Up to two acoustical analyses will be performed for each area within the building with a formal report summary provided.

B. Scope of Services:

Provide technology systems engineering services including the design of communications infrastructure, audio visual, and security systems. The design process will ensure the system meets the Owner's requirements and complies with Building Industry Consulting Services International (BICSI) and EIA/TIA standards. A BICSI Registered Communications Distribution Designer (RCDD) will supervise the design.

The following services have been included in our scope of work:

- 1. Project Meetings: ME to attend virtual meetings as necessary during the design phase with the Owner, Architect and Contractor.

2. Design Development:
 - a) Review and meet with Owner and Architect.
 - b) Initiate coordination of system requirements with Architect and other project team members.
 - c) Prepare drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
 - d) Prepare specifications of systems.
 - e) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
 - f) Provide demolition drawings as needed.

3. Construction Documents:
 - a) Finalize coordination of system requirements with Architect and other project team members.
 - b) Finalize drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
 - c) Finalize specifications of systems.
 - d) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
 - e) Provide demolition drawings as needed.

4. Bidding and Negotiation:
 - a) Make recommendations to the Client and Owner regarding the bids or proposal received.
 - b) Answer questions referred by the Client and assist in the preparation of addenda deemed necessary by the Client.

5. Construction Administration:
 - a) Review product data submittals (relative to raceway scope).
 - b) Review shop drawings (relative to raceway scope).
 - c) Answer questions during construction phase.
 - d) Provide (1-2) intermediate site observations with written report at relevant stage of construction.
 - e) Provide (1) final site observation upon construction completion including punch with final observation or punch-list report.

II. EXCLUSIONS:

The following services are excluded or subject to an additional fee:

- A. Audio Visual System. Design, specification, coordination, or documentation of any AV systems.

- B. Specialty Acoustics: Design, specification, coordination, documentation, and commissioning of any room acoustics design or interior sound insulation design.

- C. Project Meetings: Provisions for attendance at weekly project meetings during construction phase.

- D. On-Site Engineer: Provisions required for a full-time on-site engineer.
- E. Installation: Materials, installation, and testing of any system components.
- F. CAD Standards: Provisions for standards or layering strategy other than M-E Engineers, Inc. standards.
- G. Commissioning: Provisions for commissioning and certification of any system.
- H. Other: Design, specification, coordination, documentation, and commissioning of any other low voltage special systems not mentioned above i.e. Building Management System, etc. This includes all raceway infrastructure, cable, terminals, and other associated equipment, etc.

III. FEE PROPOSAL:

#94,000

- A. Services Fee: Lump sum amount of ~~\$148,000~~ plus reimbursable expenses as noted in Section IV. - Terms and Conditions.

Schematic Design:	\$12,000
Design Development:	\$24,000
Construction Documents:	\$28,000
Bid/Negotiation:	\$ 2,000
Construction Administration:	\$14,000
Total:	\$80,000

- B. Additional Services:

- 1. Acoustical Design (HVAC): +\$14,000 = **\$94,000 total**

IV. TERMS AND CONDITIONS:

- A. Reimbursable Expenses:

Reimbursable expenses will be billed monthly at cost for the following: Travel costs in connection with the project, including transportation and subsistence; messenger service; express mail; printing costs except for the normal exchange during project.

- B. Schedule and Continuity:

Fees are based on the assumption that the project will run without interruption and is scheduled for completion on or before the currently scheduled date. If there are extended delays beyond our control, we would expect to negotiate with you for an equitable adjustment of our compensation.

- C. Contract Execution:

The Client may execute an AIA standard contract with M-E Engineers, Inc., upon acceptance of this proposal. This proposal, along with any other approved letters outlining our scope of work, will be an appendix to the contract. All contracts shall be subject to review by M-E Engineers' legal representative prior to contractual binding of services and fees.

D. Approval:

We must receive a signed copy of this proposal prior to performing substantial work.

E. Additional Terms and Conditions:

Refer to attached document Exhibit-A for additional requirements.

Please sign this letter and return a copy to us for our files. We are looking forward to working with you on this exciting project. In the event you have any questions or require any additional information, please contact me.

Sincerely,

M-E Engineers, Inc.
Denver Office



Kevin Devore, RCDD
Principal
Technology Design Group

Approved and accepted this 20 day of DECEMBER, 2022

Organization: PRINKLEY SARGENT WIGGINTON ARCHITECTS

By: [Signature] Title: SENIOR PRINCIPAL

Cc: DENNY BOLES
Chris Jones-ME/Denver
Austin Simmons-ME/Denver
Mike Hart-ME/Denver
Drew Shivley-ME/Dallas

**ME ENGINEERS, INC.
HOURLY RATE SCHEDULE – 2022**

Senior Principal	\$300/hr
Principal	\$280/hr
Associate Principal	\$260/hr
Sr. Associate	\$240/hr
Associate	\$225/hr
Senior Project Manager	\$215/hr
Project Manager	\$190/hr
Project Engineer	\$160/hr
Designer	\$140/hr
Sr. BIM Coordinator	\$130/hr
BIM Coordinator	\$125/hr
CAD Technician	\$115/hr
Administrative Staff	\$110/hr

ME ENGINEERS' BIM PROTOCOLS

The following protocols apply to the production, use of, and limits of the electronic model used by, or created by, ME Engineers as part of the project Building Information Modeling (BIM) process and specific to the Mechanical, Electrical, Plumbing and Technology (MEPT) systems or This Part of the Project designed by ME Engineers, Inc.

The definitions, terms and limits, and descriptions herein shall supersede any contract terms and conditions relating to BIM, or, BIM Execution Plan, or similar BIM article(s), when applied to ME Engineers, Inc., included as part of the Project.

Purpose of the Model:

The electronic model is an instrument of service, intended for the production of 2-Dimensional (2D) Contract Documents via a 3-Dimensional (3D) design and coordination process. ME Engineers may choose to model those elements determined suitable for 3D coordination. However, the model will not include all elements necessary for complete MEPT systems design and installation nor will it include all elements and requirements reflected on the 2D Contract Documents, which include the Project drawings and specifications.

Expectations for Limits of Modeled Elements:

The model will be used for coordination between design team members as outlined in the Level of Development section below. At the onset of the Project, the design team will agree on the limits of modeled elements.

Generally, modeled elements will include the following:

- HVAC: Pipes greater than 3" (nominal size, not including insulation), ductwork modeled at a design level for general design intent, equipment, and diffusers, registers, grilles, and louvers.
- Plumbing: Piping greater than 3" (nominal size, not including insulation), equipment, fixtures.
- Electrical: Conduit greater than 3", light fixtures, distribution equipment and panels.

The model will generally not include the following:

- Flanges, fittings, hangers, pull boxes, seismic restraints, and other assembly data subject to the means and methods of construction.
- Thermostats, sensors, detectors, switches and other wall/ceiling devices denoted by symbol on the plans.
- Dampers and duct accessories with some exceptions at the discretion of ME Engineers.
- Valves and pipe specialties with some exceptions at the discretion of ME Engineers.
- Specific connections to equipment with some exceptions at the discretion of ME Engineers.
- Exterior pipe and duct Insulation and interior ductwork liner will not be modeled.
- Fire Protection systems other than the main piping and components used to develop the performance design
- Conduit and panels for automated control systems
- Conduit and devices for Fire Alarm systems
- Other "performance design" elements will not be modeled
- Accurate quantities suitable for estimating, construction, or cataloguing.
- Specific manufacturer information other than where ME Engineers, Inc., at its sole discretion, chooses to include such information.
- Representation or controlling criteria in regards to the sequencing of construction. Any such information presented by the model is coincidental.
- Fully coordinated systems.

Other stipulations:

- Under no conditions may the model be used for fabrication or quantity take-offs.
- If the model is forwarded to the Contractor and/or subcontractors, the Contractor and subcontractors may only use the model as a reference-only model to understand design intent.

As noted herein, the model is an instrument of service. As such, any information contained in the model is subordinate to the printed, 2D Contract Documents. In the case of any conflicts or differences, the 2D Contract Documents are the controlling documents.

Level of Development (LOD):

The following LOD descriptions shall apply to the work performed by, and model provided by, ME Engineers, Inc. These descriptions include the content requirements and associated authorized uses for each progressively detailed LOD. Each subsequent LOD builds on the previous LOD. The model content requirements apply only to those systems, components, and assemblies ME Engineers chooses to include within the model. The authorized uses noted herein constitute the only allowed uses of the model.

LOD 100

Model Content Requirements. Basic spatial requirements and system concepts used to support the development of the architectural model. Systems and components are not modeled for dimensional or location accuracy.

Authorized Uses. The model may be used to generate 2D drawings representing the design concept. The model may be used by the design team for developing concepts and coordination criteria.

Application. An LOD 100 model will apply to Concept Design and Schematic Design phases.

LOD 200:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached

to Model Elements at the sole discretion of ME Engineers, Inc. While modeled elements are intended to support the coordination process, modeled elements shall not be considered coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 200 model will apply to the Design Development phase.

LOD 300:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as “dimensionally accurate.” Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers, Inc. At this LOD and at the sole discretion of ME Engineers, specific model elements accurate in terms of size and shape may be included. These elements may or may not be imported from specific manufacturers in order to define a basis of design. Where equipment elements are shown, ME Engineers makes no representation of the accuracy of the elements since any manufactured equipment or component is subject to continual change and alternate manufacturers are typically permitted. While modeled elements are intended to support the coordination process at a more detailed level, modeled elements shall not be considered completely coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components, primary system components, and secondary distribution components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 300 model will apply to the Contract Document phase.

LOD 400:

Model Content Requirements. Model elements are modeled as specific systems, components, or assemblies that are accurate in terms of size, shape, location, and quantity with fabrication, assembly, and detailing information. Non-geometric information may be attached to Model Elements. Where possible, elements are modeled from actual manufacturer’s data to include information specific to the selected manufacturers.

Authorized Uses. The Contractor may choose to produce an LOD 400 model to generate 2D coordination drawings and/or for detailed, 3D installation coordination amongst the construction team. During this process the design model, which is not an LOD 400 model, may be used by the construction team as a reference-only document to help clarify the design intent.

Application. An LOD 400 model will apply to the Shop Drawing and Construction Coordination phases and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 400 model.

LOD 500:

Model Content Requirements. Model elements are modeled as actual constructed (As-built) systems, components, and assemblies accurate in terms of size, shape, location, and quantity. Non-geometric information including Operation and Maintenance Data and linked submittal data is attached to Model Elements where applicable.

Authorized Uses. The model may be used for maintaining, altering, and adding to the Project, but only to the extent consistent with any license granted in other binding Agreements or Contracts or in a separate licensing agreement.

Application. An LOD 500 model will apply to the As-Built phase and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 500 model.

Clash Detection:

It is expected clash detection will be performed by the design team to aid in design coordination. Due to the limits of available software, elements identified as “clashing” may not actually be in conflict and should not be construed as conflicts or errors on the part of the design team. If clash detection will be utilized, an agreement will be made as to what constitutes a “clash” and when resolution of clashes is required. The model is a design tool rather than an installation tool. Therefore, some clashes are expected and may be left in place where a construction resolution is available.

Insomuch as we do not have complete control over the design, selection of materials, or sequencing of construction for the Project, ME Engineers, Inc. makes no representation that the model will be “clash-free” or without conflicts requiring resolution by the Contractor during the formal production of Shop Drawings and field Coordination Drawings.

Availability of Model:

The model will be made available subject to the Terms of the Prime Agreement.

Contractor's Role:

The Contractor is solely responsible for the decisions made for their use of the model. The Contractor is ultimately responsible for the complete and coordinated installation of all systems depicted on the Contract Documents, whether or not said systems are completely depicted within the model. The model, as an instrument of service, is not intended to dictate means and methods, scheduling requirements, sequencing, or exact quantities; these requirements are the sole responsibility of the Contractor.

Integrated Project Teams:

When integrated project teams, such as Design/Assist, Design/Build, Lean Design, or CM/GC, are part of the project the terms herein shall still apply. However, the project team may alter certain aspects of these terms to allow shared roles in regards to the development of the model. Any such alterations must be approved by ME Engineers, Inc. and shall be implemented without additional liability to ME Engineers, Inc.

Ownership of Documents:

~~The model, and all documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers, Inc.~~



ME ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions are a part of this Agreement.

ME Engineers, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, ME Engineers will have access to the site for activities necessary for the performance of the services. ME Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

~~Any claims or disputes made during design, construction or post-construction between the Client and ME Engineers shall be submitted to non-binding mediation. Client and ME Engineers agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.~~ PER PRIME AGREEMENT - EXHIBIT A

Billing/Payments:

Invoices for ME Engineer's services shall be submitted, at ME Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, ME Engineers may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. ~~In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.~~

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless ME Engineers, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ME Engineers.

Certifications:

Guarantees and Warranties: ME Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ME Engineers cannot ascertain.

Limitation of Liability:

~~In recognition of the relative risks, rewards and benefits of the project to both the Client and ME Engineers, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ME Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$1,000,000. Such causes include, but are not limited to, ME Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~ PER PRIME AGREEMENT - EXHIBIT A

Verification of Existing Conditions Clause:

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of ME Engineers, Inc., (the Client) agrees to indemnify and hold ME Engineers, Inc. harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

Termination of Services:

This agreement may be terminated by the Client or ME Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ME Engineers for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

~~All documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.~~

EXHIBIT H

September 20, 2022

Mr. Denny Boles
1005 E St. Elmo Building 8
Austin, TX 78745

RE: Burseson Police Facility Addition & Renovation

Dear Denny:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects for mechanical and electrical engineering services for the new construction of the Burseson Police Facility Addition & Renovation. We propose the following services for your consideration:

PROJECT DESCRIPTION

The project scope will cover both new construction and renovation to an existing police building. The new construction will add approximately 34,000 square feet to the existing police building. The new construction is programmed for a full training center (8,000 SF), new communications center (3,000 SF), and additional police operations space (23,000 SF). Also include as new construction will be a 4,500 SF support building. This will be constructed within the sites secured perimeter. The existing police building is 24,000 SF and has a described scope of work for a light renovation. Total interior square feet at the end of the project will be approximately 62,500.

Extensive site work will be a part of the project to connect the cities adjacent Municipal Courts building. Both plats will be combined into a single property. The rear parking areas for both existing buildings will be combined and fenced to create a secured parking area for each the buildings employees. The front parking areas will be refinished as public parking area. The total area of both sites is approximately 7 acres.

The total project budget for the project has been estimated at over 36 million dollars, with a construction cost over 23 million dollars.

The project includes the key features listed below:

1. An existing 24,000 SF police building will be lightly renovated. It was constructed in 2015.
2. The addition to the police facility will bring the total square feet to 62,500.
3. The support building will use economical construction methods. This building is assumed to contain basic storage and house specialty police vehicles.
4. The existing police site will be combined with the adjacent municipal courts to create a single city site.
5. The full recommended programed space needs totaled 69,000 SF.

GENERAL SCOPE OF WORK

1. New Construction
 - a. Heating, ventilating, and air conditioning, including the design of a digital building automation system to interface with the existing system.
 - b. Smoke control system design, if required, in accordance with the requirements of the Life Safety Report and Smoke Modeling results, both by others. Note, Smoke Modeling can be provided by ME Engineers as noted in the Optional Services Section.
 - c. Plumbing design including water, sanitary sewer, storm and natural gas systems. Plumbing fixtures will be scheduled and utilities will be designed to within 5'-0" of the building for coordination with the Civil Engineer.
 - d. Fire sprinkler/standpipe systems will be designed via a performance specification and will be bid to licensed fire protection contractors. Fire protection design will include sizing of the main service line and entry, scheduling of the fire pump (if applicable), coordination of main distribution piping,

- INCLUDE ONE SITE VISIT DURING DESIGN TO OBSERVE EXISTING CONDITIONS.

RAM

- and review of shop drawings and hydraulic calculations (deferred submittal) during Construction Administration. The selected Fire Protection Contractor ^{with} be the "Engineer of Record."
- e. Electrical design including normal power, emergency power, mechanical equipment power, equipment room layouts, receptacle layouts and circuiting. Power requirement coordination with low-voltage system(s) consultant(s).
 - f. Lighting design including interior lighting, exit/egress design, parking lot lighting, circuitry, lighting controls, and fixture schedules.
 - g. Fire alarm system will be designed via a performance specification with general device layouts shown on plans.
 - h. If required by AHJ, prepare prescriptive energy code compliance documentation (COMcheck or equivalent). Envelope construction information and surface areas will be provided to ME Engineers by the Architect for energy code compliance verification. As Architect of Record, Architect will seal the relevant sections of the energy code compliance statement. If required, an energy model can be provided for energy code compliance; however that Work is subject to an additional service fee.
 - i. Production in Revit software in accordance with, and per the limits established by, Exhibit A, "ME Engineers' BIM Protocols."
2. Existing Renovation
- a. Evaluate and provide recommendation and design for the expansion of the existing digital building automation system to the new building scope.
 - b. The specification of new plumbing fixtures where required in renovated restrooms or locker rooms.
 - c. Note for the adjustment of fire sprinkler heads where ceiling updates affect layouts or types.
 - d. Design receptacle layouts in renovated areas, where required. It is assumed existing electrical equipment is sufficiently sized for minor renovation work and new equipment will not be required.
 - e. The design of lighting layouts and lighting control in affected renovated areas.
 - f. The notation for the adjustment of fire alarm devices in renovated areas.
 - g. Production in Revit software in accordance with, and per the limits established by, Exhibit A, "ME Engineers' BIM Protocols."

H. PROVIDE DEMOLITION DRAWINGS AS NEEDED.

SCHEMATIC DESIGN PHASE

1. Meet with the architect and design team to fully understand the schedule, scope of our work, design goals, and construction budget.
2. Review alternative systems, which may include sketches for pricing purposes along with a list of advantages and disadvantages. This may include an evaluation of available utilities and existing conditions.
3. Attend necessary conferences and be available for general consultation.
4. Prepare drawings, which will include schematic diagrams, approximate space requirements, and indicate preliminary equipment for the mechanical, electrical, fire protection, plumbing and specialty systems.
5. Prepare brief narrative which may include a written system description to establish the scope of work and aid in pricing by others.
6. Develop design criteria for the MEP systems to be used for Architect and Owner's review and approval.
7. Participate/review independent contractor's budget estimates.

B. PROVIDE DEMOLITION DRAWINGS AS NEEDED.

DESIGN DEVELOPMENT PHASE

1. Continue to meet with the Architect, other consultants, and Owner to fully define the nature and scope of work for this part of the project.
2. Meet with representatives from The Building and Fire Departments to determine Code Requirements for the facility. Coordinate with Code Consultant (if applicable) to fully understand unique code implications.
3. Meet with utility providers to understand design requirements, processes, and schedule.
4. Prepare documents to establish and describe the systems to be used in the project based on the results of the schematic design phase. This will include defining materials, major equipment,

schedules and approximate space requirements. General system layouts will be developed for coordination with other disciplines.

5. Prepare a draft specification representative of the final specification for the project. This will include relevant sections of our master specification and an initial edit.
6. Participate/review independent contractor's budget estimates.

7. PROVIDE DEMOLITION DRAWINGS AS NEEDED.

CONSTRUCTION DOCUMENT PHASE

1. Plans and specifications will be finalized during this phase for competitive bidding of the MEP systems. The plans will be computerized using Revit 2022. The specifications will be in standard CSI format for inclusion in a project manual.
2. ME Engineer's personnel will attend meetings with the design/construct team during this phase to support the project.
3. Analyze site and utility data furnished by the Civil Engineer. Coordinate data with utility companies, Architect, and other consultants.
4. Present and review plans and specifications at intermediate completion levels with team to verify the systems and details comply with the Owner's required criteria.
5. Assist Architect and other consultants in coordinating the MEP work with other divisions of the design documents.
6. Participate/review independent contractor's budget estimates.

7. PROVIDE DEMOLITION DRAWINGS AS NEEDED.

CONSTRUCTION ADMINISTRATION PHASE

1. Review of shop drawings, manufacturer's submitted data, and samples furnished by the contractor.
2. Furnish interpretation of the construction documents as requested by Architect to resolve construction and interference conflicts.
3. Conduct up to 3 site visits during this phase to observe and report on general compliance with the engineering design documents. After each visit, provide a written report to Architect stating observations regarding compliance with the Contract Documents.
4. Perform a final observation and prepare a checklist of deficiencies or omissions observed.
5. Review of warranties and related documents required by the Contract Documents and assembled by the Contractor.

EXCLUSIONS

The following services are excluded or subject to an additional fee:

1. Preparation of documents for multiple bid packages ~~or accommodate bid alternates.~~
2. Participation in Value Engineering meetings and/or redesigns after the Construction Documents phase has begun.
3. Computerized analysis of building operations for purposes of comparing system types, projecting system or operation cost, projecting system payback, LEED certification, or Energy Code compliance documentation.
4. Site utilities design beyond 5'-0" of the building.
5. Acoustical and or vibration analysis or design.
6. Specialty lighting design and digital renderings.
7. Lighting photometric calculations for areas designed by specialty lighting design consultant. Including but not limited to entitlement site lighting photometric calculations.
8. Street Lighting Design.
9. Solar studies including daylighting evaluation, glare studies, calculations, modeling or simulations.
10. Humidification system design.
11. Design of the following Technology Systems are excluded and are provided as an alternate service. (Refer to separate technology systems proposal)
12. Attendance at weekly project meetings during construction.
13. Load readings on existing electrical systems.
14. **Commissioning of mechanical or electrical systems.** This can be provided for additional fee.
15. Analysis associated with local utility demand side management, thermal storage, or other rebate programs feasibility.

16. Using CAD/Revit standards or layering strategy, project specifications or design standards other than ME Engineers in-house standards.
17. Off-site utility provider study and analysis.
- ~~18. Underdrain, perimeter drain, and other foundation drainage systems.~~
19. Work associated with Green Building Rating/Certification System Efforts. See Optional Services.

FEE PROPOSAL

The following fee(s) are scheduled for your use and are negotiable. We propose a lump sum fee with the allocations as noted below.

Schematic Design	\$35,000
Design Development	\$57,000
Construction Documents	\$104,000
Construction Admin.	\$44,000
<hr/> Total	<hr/> \$240,000

OPTIONAL SERVICES

The following optional services are offered for your consideration:

1. Energy Modeling for Code Compliance (for projects that are not able to comply prescriptively and/or through the envelope tradeoff options)
Create a whole-building energy model (BEM) to demonstrate energy code compliance via the 'performance path' in ASHRAE or the IECC Standards.
Additional Fee To Be Determined Once System Types and Output Criteria are Quantified
2. Commissioning for IECC 2015 Compliance
Per the 2015 IECC the project will require commissioning prior to occupancy. City of West Lake Hills requires the Commissioning Agent be identified prior to issuing a building permit. This added service scope is to serve as Commissioning Agent (CxA) for commissioning the building MEP systems in compliance with the requirements of Section C408 of the 2015 IECC. This effort will be limited to HVAC, plumbing and electrical systems as noted in the code. This does not include the Commissioning effort required for LEED Certification.
Additional Fee \$ 16,000.00
3. Smoke Control Modeling
Utilize CONTAM software for smoke control modeling and analysis. Depending on project specifics and AHJ requirements, Smoke Control Modeling will be used to establish requirements for stair pressurization, hoistway pressurization, floor exhaust and/or pressurization, and atrium exhaust. Results will then be used to design the applicable systems. Scope includes providing a Rational Analysis Report for submission to Building Department. Scope does not include Special Inspector services, which may be required by Code.
Additional Fee: TBD once project requirements are defined

FEE CONDITIONS

1. Additional Services
For any additional services not included above, a lump sum fee will be negotiated or we will be compensated on a time basis at our prevailing hourly rate schedule.
2. Reimbursables
Reimbursable expenses will be billed monthly at cost plus 10% for the following: Long-distance telephone calls; travel costs to the site, including transportation and subsistence; messenger service; express mail; printing costs (except for the normal exchange of drawings during design) for distribution of plans and electronic submittal record copies.
3. Schedule and Continuity
We understand the project will run without interruption and is scheduled for completion on or before

2025. If there are extended delays beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation.

TERMS AND CONDITIONS
(See EXHIBIT "B")

If acceptable, please sign below and return a signed copy to ME Engineers for our records. This proposal, together with all attached Exhibits, will create a binding contract between the parties. We must receive a signed copy of this proposal prior to performing substantial work.

We thank you for this opportunity, and we are looking forward to working with you on this project.

Sincerely,

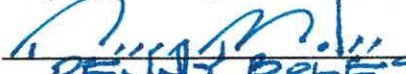


Tim deNagy, P.E.
Senior Electrical Associate

M-E ENGINEERS, INC.

Approved and accepted this 24TH day of OCTOBER, 2022.

Brinkley Sargent Wiginton Architects

By: 
DENNY BOLES
Title: SENIOR PRINCIPAL

**ME ENGINEERS
HOURLY RATE SCHEDULE – 2022**

DALLAS OFFICE

Senior Principal	\$300/hr.
Principal	\$280/hr.
Associate Principal	\$260/hr.
Sr. Associate	\$240/hr.
Associate	\$225/hr.
Senior Project Manager	\$215/hr.
Project Manager	\$190/hr.
Project Engineer	\$160/hr.
Designer	\$140/hr.
Sr. BIM Coordinator	\$130/hr.
BIM Coordinator	\$125/hr.
CAD Technician	\$115/hr.
Administrative Staff	\$110/hr.

An additional 10% cost will be charged on all reimbursable expenses such as travel, rental car, hotel, postage, overnights, long-distance telephone, printing, etc.

ME ENGINEERS' BIM PROTOCOLS

The following protocols apply to the production, use of, and limits of the electronic model used by, or created by, ME Engineers as part of the project Building Information Modeling (BIM) process and specific to the Mechanical, Electrical, Plumbing and Technology (MEPT) systems or This Part of the Project designed by ME Engineers.

The definitions, terms and limits, and descriptions herein shall supersede any contract terms and conditions relating to BIM, or, BIM Execution Plan, or similar BIM article(s), when applied to ME Engineers, included as part of the Project.

Purpose of the Model:

The electronic model is an instrument of service, intended for the production of 2-Dimensional (2D) Contract Documents via a 3-Dimensional (3D) design and coordination process. ME Engineers may choose to model those elements determined suitable for 3D coordination. However, the model will not include all elements necessary for complete MEPT systems design and installation nor will it include all elements and requirements reflected on the 2D Contract Documents, which include the Project drawings and specifications.

Expectations for Limits of Modeled Elements:

The model will be used for coordination between design team members as outlined in the Level of Development section below. At the onset of the Project, the design team will agree on the limits of modeled elements.

Generally, modeled elements will include the following:

- HVAC: Pipes greater than 3" (nominal size, not including insulation), ductwork modeled at a design level for general design intent, equipment, and diffusers, registers, grilles, and louvers.
- Plumbing: Piping greater than 3" (nominal size, not including insulation), equipment, fixtures.
- Electrical: Conduit greater than 3", light fixtures, distribution equipment and panels.

The model will generally not include the following:

- Flanges, fittings, hangers, pull boxes, seismic restraints, and other assembly data subject to the means and methods of construction.
- Thermostats, sensors, detectors, switches and other wall/ceiling devices denoted by symbol on the plans.
- Dampers and duct accessories with some exceptions at the discretion of ME Engineers.
- Valves and pipe specialties with some exceptions at the discretion of ME Engineers.
- Specific connections to equipment with some exceptions at the discretion of ME Engineers.
- Exterior pipe and duct Insulation and interior ductwork liner will not be modeled.
- Fire Protection systems other than the main piping and components used to develop the performance design
- Conduit and panels for automated control systems
- Conduit and devices for Fire Alarm systems
- Other "performance design" elements will not be modeled
- Accurate quantities suitable for estimating, construction, or cataloguing.
- Specific manufacturer information other than where ME Engineers, at its sole discretion, chooses to include such information.
- Representation or controlling criteria in regards to the sequencing of construction. Any such information presented by the model is coincidental.
- Fully coordinated systems.

Other stipulations:

- Under no conditions may the model be used for fabrication or quantity take-offs.
- If the model is forwarded to the Contractor and/or subcontractors, the Contractor and subcontractors may only use the model as a reference-only model to understand design intent.

As noted herein, the model is an instrument of service. As such, any information contained in the model is subordinate to the printed, 2D Contract Documents. In the case of any conflicts or differences, the 2D Contract Documents are the controlling documents.

Level of Development (LOD):

The following LOD descriptions shall apply to the work performed by, and model provided by, ME Engineers These descriptions include the content requirements and associated authorized uses for each progressively detailed LOD. Each subsequent LOD builds on the previous LOD. The model content requirements apply only to those systems, components, and assemblies ME Engineers chooses to include within the model. The authorized uses noted herein constitute the only allowed uses of the model.

LOD 100

Model Content Requirements. Basic spatial requirements and system concepts used to support the development of the architectural model. Systems and components are not modeled for dimensional or location accuracy.

Authorized Uses. The model may be used to generate 2D drawings representing the design concept. The model may be used by the design team for developing concepts and coordination criteria.

Application. An LOD 100 model will apply to Concept Design and Schematic Design phases.

LOD 200:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers While modeled elements are intended to support the coordination process, modeled elements shall not be considered coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 200 model will apply to the Design Development phase.

LOD 300:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers. At this LOD and at the sole discretion of ME Engineers, specific model elements accurate in terms of size and shape may be included. These elements may or may not be imported from specific manufacturers in order to define a basis of design. Where equipment elements are shown, ME Engineers makes no representation of the accuracy of the elements since any manufactured equipment or component is subject to continual change and alternate manufacturers are typically permitted. While modeled elements are intended to support the coordination process at a more detailed level, modeled elements shall not be considered completely coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components, primary system components, and secondary distribution components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 300 model will apply to the Contract Document phase.

LOD 400:

Model Content Requirements. Model elements are modeled as specific systems, components, or assemblies that are accurate in terms of size, shape, location, and quantity with fabrication, assembly, and detailing information. Non-geometric information may be attached to Model Elements. Where possible, elements are modeled from actual manufacturer's data to include information specific to the selected manufacturers.

Authorized Uses. The Contractor may choose to produce an LOD 400 model to generate 2D coordination drawings and/or for detailed, 3D installation coordination amongst the construction team. During this process the design model, which is not an LOD 400 model, may be used by the construction team as a reference-only document to help clarify the design intent.

Application. An LOD 400 model will apply to the Shop Drawing and Construction Coordination phases and is the responsibility of the Contractor. The Scope of Work for ME Engineers does not include an LOD 400 model.

LOD 500:

Model Content Requirements. Model elements are modeled as actual constructed (As-built) systems, components, and assemblies accurate in terms of size, shape, location, and quantity. Non-geometric information including Operation and Maintenance Data and linked submittal data is attached to Model Elements where applicable.

Authorized Uses. The model may be used for maintaining, altering, and adding to the Project, but only to the extent consistent with any license granted in other binding Agreements or Contracts or in a separate licensing agreement.

Application. An LOD 500 model will apply to the As-Built phase and is the responsibility of the Contractor. The Scope of Work for ME Engineers does not include an LOD 500 model.

Clash Detection:

It is expected clash detection will be performed by the design team to aid in design coordination. Due to the limits of available software, elements identified as "clashing" may not actually be in conflict and should not be construed as conflicts or errors on the part of the design team. If clash detection will be utilized, an agreement will be made as to what constitutes a "clash" and when resolution of clashes is required. The model is a design tool rather than an installation tool. Therefore, some clashes are expected and may be left in place where a construction resolution is available.

Inasmuch as we do not have complete control over the design, selection of materials, or sequencing of construction for the Project, ME Engineers makes no representation that the model will be "clash-free" or without conflicts requiring resolution by the Contractor during the formal production of Shop Drawings and field Coordination Drawings.

Availability of Model:

The model will be made available subject to the Terms of the Prime Agreement.

Contractor's Role:

The Contractor is solely responsible for the decisions made for their use of the model. The Contractor is ultimately responsible for the complete and coordinated installation of all systems depicted on the Contract Documents, whether or not said systems are completely depicted within the model. The model, as an instrument of service, is not intended to dictate means and methods, scheduling requirements, sequencing, or exact quantities; these requirements are the sole responsibility of the Contractor.

Integrated Project Teams:

When integrated project teams, such as Design/Assist, Design/Build, Lean Design, or CM/GC, are part of the project the terms herein shall still apply. However, the project team may alter certain aspects of these terms to allow shared roles in regards to the development of the model. Any such alterations must be approved by ME Engineers and shall be implemented without additional liability to ME Engineers.

Ownership of Documents:

The model, and all documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.

ME ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions are a part of this Agreement.

ME Engineers shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, ME Engineers will have access to the site for activities necessary for the performance of the services. ME Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

~~Any claims or disputes made during design, construction or post construction between the Client and ME Engineers shall be submitted to non-binding mediation. Client and ME Engineers agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.~~ **PER PRIME AGREEMENT - EXHIBIT A**

Billing/Payments:

Invoices for ME Engineer's services shall be submitted, at ME Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, ME Engineers may, ~~without waiving any claim or right against the Client, and without liability whatsoever to the Client,~~ terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. ~~In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.~~

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless ME Engineers, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ME Engineers.

Certifications:

Guarantees and Warranties: ME Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ME Engineers cannot ascertain.

Limitation of Liability:

~~In recognition of the relative risks, rewards and benefits of the project to both the Client and ME Engineers, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ME Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$2,000,000. Such causes include, but are not limited to, ME Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~ **PER PRIME AGREEMENT - EXHIBIT A**

Verification of Existing Conditions Clause:

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of ME Engineers, (the Client) agrees to indemnify and hold ME Engineers harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

Termination of Services:

This agreement may be terminated by the Client or ME Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ME Engineers for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

~~All documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.~~



19 September 2022

Denny Boles
Brinkley Sargent Wiginton Architects
1005 E St. Elmo St., Bldg. 8
Austin, TX 78745

**Re: Burleson Police Facility Renovation & Addition
Burleson, TX
Proposal for Accessibility Consulting Services**

Dear Mr. Boles:

Access by Design, Inc. ("AbyD" and/or the "Consultant") is pleased to submit this proposal for Consulting Services to Brinkley Sargent Wiginton Architects (the "Architect"). This proposal, once executed by both Consultant and Architect, will allow work to commence immediately on your Project. Following such execution by the parties, this letter shall serve as either a final agreement or an interim agreement subject to a final contract which will be entered into by the parties and to which this letter will be attached and incorporated for all purposes. Thank you for inviting me to submit this proposal for consulting services on the Burleson Police Facility Renovation & Addition project. We look forward to the opportunity to work with you.

Project Scope

We understand this project to consist of a renovation to approximately 62,500 SF with an estimated construction cost of \$23,232,103. Access by Design proposes to provide the following services:

- Access by Design will perform a preliminary plan review of documents provided by the Architect. The project will be evaluated for compliance with the Texas Accessibility Standards and findings will be documented in a written report.
- Access by Design will perform a TAS plan review of permit submittal drawings as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report. This fee shall include up to one revisions review.
- Access by Design will perform a TAS site inspection upon completion of construction as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report including photos of any noncompliant conditions. This fee shall include a single site visit. Any additional visits requested by the Owner or Architect will constitute an additional service and shall be billed at an hourly rate of \$190 per hour, two hours minimum.

Proposed Fees

Preliminary Plan Review	\$ 1,210
TAS Plan Review	\$ 1,510
TAS Inspection	\$ 1,510
TDLR Project Filing Fee	\$ 175
Total	\$ 4,405

PRELIMINARY INSPECTION \$1,210
\$5,615

Reimbursable Expenses

Access by Design will require reimbursement for out-of-pocket expenses, including TDLR Project Filing Fee and travel fees based upon round trip mileage, where applicable.

EXHIBIT J



301 Commerce Street
Suite 1410
Fort Worth, TX 76102
817-697-4996
anna.carrillo@carrilloeng.com

City of Burleson Police Facility
Estimated Budget Amounts for Civil Professional Fees
Proposed Bldg and Associated Site Improvements
1161 SW Wilshire Blvd, Burleson, TX 76028
September 20, 2022

As requested, please find below a summary of projected site civil engineering fees for the above referenced project. We have also included Additional Services as requested, which we can provide if required and/or requested by the Client and/or Owner.

Project Understanding

Civil engineering plans will include site civil plans for “private” improvements onsite including the following:

1. Paving plans and site dimensional control plans;
2. Utility plans for utilities to serve the proposed building
3. Drainage plans
 - a. This scope assumes onsite detention will be required.
 - b. Will include an Erosion Control Plan. We understand a SWPPP will be provided by the Contractor.
 - c. This does not include effort to design for Storm Water Quality or Green Storm Water Infrastructure. If required, this will be considered additional services.
4. Grading plans for site improvements.
5. Given this scope of services assumes all site improvements will be private it does not include preparation of plans for public infrastructure. If required, these will be considered additional services.
6. If the proposed building footprint lies on existing easements, these will need to be abandoned and/or revised. We have included effort for this in the Additional Services table below based on an assumed 24 hours of effort and preparation of up to (2) metes and bounds easement exhibits.
7. We included fee for up to ten (10) project meetings throughout project.

8. PROVIDE DEMOLITION PLANS AS NECESSARY.

Fees

Below are the proposed fees for the project tasks anticipated for this project. All fees listed are Lump Sum unless otherwise noted.

Basic Services:

Task	Fee	Percent of Total
Schematic Design	\$17,250	15%
Design Development	\$23,000	20%
Construction Documents	\$40,250	35%
Bidding & Negotiation	\$3,450	3%
Construction Administration (Includes up to 4 site visits including a punch walk)	\$31,050	27%
<i>SITE PLAN SUBMITTAL AND APPROVAL</i>	<i>\$12,000</i>	100%

\$27,000



301 Commerce Street
Suite 1410
Fort Worth, TX 76102
817-697-4996
anna.carrillo@carrilloeng.com

Additional Services (if required)		
Topographic Survey (7 acres). The site boundary will be included based on the final plat boundary.	\$20,000 to \$24,000	
Re-platting (7 Acres)	\$8,500 + tax	
Site Plan Submittal and Approval	\$12,000	
Easement Abandonment/Revisions (up to 2 easements)	\$8,000	
Franchise Utility Coordination (based on 30 hours of effort)	\$5,000	
Reimbursable Expenses Allowance	\$2,500	

Services Excluded from this Proposal

- Submittal Fees;
- Boundary Survey;
- Subsurface Utility Engineering (SUE);
- Tree Survey;
- Offsite Drainage Study or Grading Permit;
- Easement Documents other than noted above;
- Public Infrastructure Plans;
- Traffic Impact Analysis;
- Zoning, PD, Special Use Permit, or other entitlement process or Updates;
- Traffic and Transportation Management Plan;
- Storm Water Pollution Prevention Plan, Implementation or Inspections;
- Landscape and Irrigation Plans or Tree Mitigation Plans;
- Franchise Utility Coordination other than noted above;
- Design of Gas, Chilled Water, Steam, Electric or Communication Systems;
- Site Lighting or Photometrics;
- Geotechnical Reports or Paving Section Recommendations;
- Structural Retaining Wall Design and/or Permitting (over 4 ft from footing to top of wall); and
- Any item not included in the Scope of Services above

Fees include effort to address up to two (2) rounds of reasonable review comments from each respective review agency and/or Client and don't include changes to design intent from either Client or City. Fee amounts shown below are labor costs only and exclude application fees, etc. to be paid by Client or Owner.

Anna Carrillo
DEWITT BOHES
SENIOR PRINCIPAL
OCTOBER 24, 2022



115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

Round Rock, Texas 78664

PH: (512) 218-0060

FAX: (512) 218-0077

December 16, 2020

Brinkley Sargent Wiginton Architects
 1005 E. St. Elmo St., Bldg. 8
 Austin, Texas 78745

ATTN: Denny Boles

RE: Burleson Police Renovation & Addition

Burleson Police Renovation & Addition

Engineered Commissioning Scope Proposal

Engineered Commissioning Plan shall be developed by a Professional Engineer and puts building in compliance with current IECC 2015 Code requirements for HVAC.

Per your request the following attachment describes the scope of commissioning for the HVAC system and for the project.

Burleson Police –

Reno - Approx. 28,000sf -

New Construction – Approx. 34,000sf

- Sensors approx. 75-80%
- Units
 - o Detail testing 35 – 50%
 - o Global testing ALL
 - o Reviewed in commissioning software 100%

Scope : Mechanical / Electrical / Plumbing Systems

Line items with xx% see bottom of proposal for percentage to be detail tested for fee.

- a. Develop Commissioning plan for project and coordinate with project schedule.
- b. Conduct commissioning meetings during project with Contractors to cover commissioning items for project as required. (kick-off, pre-commissioning site walk, as needed during commissioning)
- c. Issue prefunctional checklist as needed and/or review Contractor Start-Up Reports.
- d. Performance verification and documentation during functional testing of systems per design engineer's plans and specifications and provide associated reports and issues log.
- e. Check calibration of **65 - 80%** DDC space temperature sensors against temperature indication on DDC control system.
- f. Check operation of **50%** CO₂ sensors.
- g. Check detailed functional testing of heating and cooling sequences for **35-50%** of the HVAC units. (Units not selected for detailed testing will be tested globally as allowed by owners DDC system.)
- h. Check 100% of MAUs operating in proper sequences.

- i. Check and verify operating schedules for **35-50%** mechanical units, exhaust fans and pumps are per owner requirements.
- j. Check operation of **35-50%** exhaust fans to insure operating per specified sequence.
- k. Review Test and Balance report.
- l. Review temperature set points in controls for both occupied and unoccupied modes are set document and send to Owner, Owner to confirm. In BAS controls.
- m. Coordinate with Engineer, General Contractor and Sub-Contractors on problems that arise during commissioning process and document solutions.
- n. Review HVAC control graphics for each unit type. Owner and Controls Contractor during commissioning process to confirm graphics meet Owner standards.
- o. Spot check lighting controls are programmed and operating per plans and owner requirements.
- p. Spot check water heaters as needed.
- q. Final % of equipment and sensors to have detailed functional testing to be determined based on final mechanical design when equipment quantity and system type is known, to match fee provided.
- r. Additional after hours site visits for Commissioning and field verifications of afterhours operation will be billed hourly.

Building Envelope (As it affects Building Performance and Comfort) (max 2-3 trips)

- a. Spot Check building envelope during construction for drain plane integrity.
- b. Spot Check building envelope during construction for thermal plane integrity.
- c. Spot Check base flashing during construction.
- d. Spot Check window flashing during construction.
- e. Spot Check mechanical unit flashing during construction.
- f. Provide report for each trip.

General and items not in scope.

- a. **If repeated Re-Commissioning of systems is required due to lack of Contractor Performance, the contractor will bear the cost of the Re-Commissioning Work. This will be communicated in writing before Re- Commissioning begins. (recommissioning due to contractor non performance is Minimum \$2,500 charge per trip)**
- b. For Mechanical Commissioning to begin on a unit
 - a. Mechanical Start-up must be completed with forms turned in.
 - b. Test & Balance must be completed and turned in.
 - c. Any Pre-functional Forms must be completed and turned in. (controls and mechanical)
- c. Owner should retain money from Mechanical, Controls, T&B contract until ALL commissioning items have been satisfactorily completed.
- d. Test and Balance is NOT part of this contract.
- e. Weekly meetings not in scope, only meetings required by commissioning agent.
- f. Extra review of engineering submittals no in scope.
- g. 3rd party review of Engineering not in scope.

h. Envelope commission not part of base mechanical scope, option included as listed.

It is expected that the Mechanical Contractor, Test and Balance Contractor and Controls Contractor shall be available for assistance as required during commissioning phase. Ladders and lifts are to be provided by General Contractor as needed. Contractors will submit information on Commissioning software as needed by Commissioning Agent. Contractor to maintain monthly license of commissioning software for duration of commissioning process. Contractors are required to respond to commissioning items through online cloud based commissioning software and carry software license for duration of project. (www.fieldwire.com)

Currently all equipment (sensors, thermal cameras, data loggers) used by HCE are included in fee.

Total Fee for Mechanical Commissioning = \$95,000

Optional Envelope = \$10,000 (2-3 Site Visits with reports)

No travel reimbursement included in base fee. Travel will be billed as "Trip Charge" to include miles, hotel, meals, etc., flat charge per trip.(no back-up to be provided for reimbursement billed as flat trip charge)

Travel reimbursement "Trip Charge" **per trip = \$600.00**

If there are any additional required services and required retesting shall be billed at the following hourly rate:

COMMISSIONING SERVICES	RATE
PRINCIPAL COMMISSIONING AGENT	\$275.00
LEAD COMMISSIONING TECH	\$225.00
COMMISSIONING TECH	\$165.00
ADMINISTRATIVE/CLERICAL	\$ 80.00

The terms of this proposal are subject to change if not accepted within 30 days.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

BSW

HCE

BY:


DENTON BOWERS

BY: _____

DATE:

DECEMBER 20, 2022

DATE: _____

This is a proposal submitted by **KENDALL + Landscape Architecture** (called Landscape Architect), address: 6976 Santa Barbara, and Dallas, Texas 75214.

Brinkley Sargent Wiginton Architects (called Architect) agrees to employ the Landscape Architect to provide professional services for the landscape development associated with the **Burleson Police Building – Burleson, Texas**.

I. PROJECT DESCRIPTION

- A. Police Building
- B. Courts
- C. Training Center
- D. Support Buildings
- E. Associated parking.

Handwritten: 6. (1) ON-SITE MEETING TO REVIEW DESIGN WITH CITY.

II. SCOPE OF SERVICES

The Landscape Architect will provide the following Landscape Architectural services:

- A. Schematic Design
 - 1. Conduct a project initiation meeting with Architect to establish the design intent and program requirements. Obtain all available site information and budget considerations.
 - 2. Conduct a site analysis to understand the opportunities and constraints inherent in the site.
 - 3. Prepare a schematic design plan and graphics that include:
 - a. Plaza design
 - b. Planting design
 - 4. Prepare preliminary cost estimates for the schematic design solution.
 - 5. Review the plan and estimates with the Architect and other Consultants for input and approval to proceed.
- B. Burleson Landscape Ordinance Requirements review and approval
- C. Construction Documents
 - 1. Prepare final construction documents for the Hardscape items:
 - a. Horizontal control for the pedestrian spaces.
 - b. Vertical control and drainage for the pedestrian spaces.
 - b. Lighting fixture selection at the pedestrian spaces.
 - 2. Prepare final construction documents for the Softscape items:
 - a. Final planting plans for the project, including locations and identification of all plant materials and plant list showing quantities, sizes, varieties and conditions of materials.
 - b. Final irrigation plans for the project.
 - 3. Details.
 - 4. Technical specifications.
 - 5. Prepare bidding documents.
 - 6. Coordinate work with the consultants.
 - 7. Review all work with the Architect and Consultants for input and approval before issue of bidding set.
- D. Bidding
 - 1. Prepare and solicit bid proposals as part of the architectural package.
 - 2. Make any necessary Addenda for bidding and prior to construction.
 - 3. Assist the Architect in final bid evaluation.
- E. Construction Observation
 - 1. Check and approve construction materials samples, shop drawings and any other submissions for conformance with contract documents and design intent.
 - 2. Make 2 trips to the site to assist the Architect in observing the progress, process, and quality of the installation of applicable Hardscape and Softscape items.
 - 3. Provide the Architect with 2 field reports documenting site activity observed with any recommendations regarding the construction necessary to assure conformance to contract documents, desired quality, and design intent.
 - 4. Approve plant materials to be used on the project.

5. Approve the staking of tree locations, plant materials layout and quality of planting installation.
6. Approve the staking of irrigation head locations, materials layout and quality of the irrigation system installation.
7. Conduct final inspection of the landscape and site development and, upon completion of the punch list items; recommend acceptance to the Architect.

III. COMPENSATION

- A. See Schedule "A" attached for compensation.
- B. Fees will be charged monthly for the percentage of work completed plus reimbursable expenses incurred.
- C. Payment is due upon 30 days of receipt and is payable to the offices of Kendall + Landscape Architecture, 6976 Santa Barbara, Dallas, Texas 75214.

IV. ADDITIONAL SERVICES

- A. Payment for such services will be mutually agreed to prior to initiating the services and will be billed on same monthly basis plus reimbursable expenses.
- B. Hourly rates for additional services shall be billed as shown below:

Principal	\$185.00 per hour
Project Landscape Architect	\$120.00 per hour
Clerical	\$80.00 per hour
- C. The following additional services may be included in this scope of services if authorized in writing by the Architect.
 1. Revisions to drawings previously approved by the Architect.
 2. Services of consultants other than stated above.
 3. Preparation of as-built drawings.
 4. Construction surveying, staking, and verification.
 5. Public presentations and additional presentations beyond those outlined above.
 6. Assist the Architect in making decisions on all claims except those regarding the scope of work stated in this contract.
 7. Representation in litigation and/or negotiations.
 8. Changes to drawings caused by inaccurate survey information.
 9. Change Orders as caused by participants other than the Landscape Architect.
 10. Fountain equipment design and documentation.
 11. LEED design and/or documentation.
 12. Planned Development creation or existing modification.
 13. Tree survey will be provided by a surveyor.

V. ARCHITECT'S RESPONSIBILITIES

- A. The Architect will provide full information about requirements for this part of the project including the program requirements and layouts of known site features or restrictions.
- B. The Architect will furnish the Landscape Architect with a copy of the certified survey of the site showing information pertinent to this part of the project.
- C. If, during any visit to the project, the Architect or his representative observes or otherwise becomes aware of any defect in this project, prompt written notice will be sent to the Landscape Architect.

VI. TERMINATION OF AGREEMENT

- A. This agreement is terminated upon written notification from the Architect. It also may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other.
- B. In the event of termination due to the fault of others than the Landscape Architect, the Landscape Architect shall be paid for services performed to termination date, including reimbursements then due, plus terminal expenses necessary to end these services and send any pertinent documents to the Architect.

VII. INITIATION

If the Agreement is satisfactory, the Architect can initiate the services described above by signing both copies and returning one copy for the Landscape Architect's file.

The Landscape Architect will initiate these services upon receipt of that authorization.

Respectfully submitted,



Michael S. Kendall, ASLA

KENDALL + Landscape Architecture

19 September 2022


Accepted

DENNY BOLES
Printed Name

SENIOR PRINCIPAL
Title

OCTOBER 24, 2022
Date

SCHEDULE "A"

19-Sep-22

The Landscape Architect shall be compensated as follows:

	<u>Total</u>		
1. Schematic Design	\$8,500.00		
2. Design Development - Code and DRC Review	\$5,000.00	Landscape	Irrigation
3. Construction Documents	\$6,500.00	\$4,000.00	\$2,500.00
4. Bidding	\$500.00		
5. Construction Observation	\$3,500.00		
<hr/>			
Total Design Fee	\$24,000.00		

City Council Regular Meeting

DEPARTMENT: Finance
FROM: Kevin Hennessey, Deputy Director of Finance
MEETING: March 24, 2025

SUBJECT:

Consider approval of ordinance amending the City budget for Fiscal Year 2024-2025 by increasing appropriations to various funds to accommodate operating and capital needs; and find time is of the essence. (First and Final Reading) (*Staff Contact: Kevin Hennessey, Deputy Director of Finance*)

SUMMARY:

Amending the City budget for Fiscal Year 2024-2025 by increasing appropriations in the General Fund to accommodate annual Condo Association Dues, new legal settlement costs, and the Street and Stormwater Fee Study. Increasing appropriations in the 4A fund to support Economic Development incentives, 4A portion of the annual condo fees, aerial maps, and increasing event appropriations. Increase appropriations in the ERF Governmental fund to purchase fitness equipment for the BRiCk. Increase appropriations in the Parks Performance Fund for Bartlett Soccer Fields winter maintenance, as well as a garage conversion to an Art Center. Increase appropriations to transfer funds from the Water and Wastewater Fund balance to the ERF Proprietary Fund, and for the completion of security upgrades at water sites. Increase appropriations in the Other Special Revenue Funds, specifically the Miscellaneous Revenue Fund, to purchase an Animal Service adoption trailer utilizing funds donated for the purchase.

RECOMMENDATION:

Approve an ordinance amending the City budget for Fiscal Year 2024-2025 by increasing appropriations to various funds.

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

On September 9, 2024, the Council approved the final reading of the City's Fiscal Year 2024-2025 annual budget and the five-year Capital Improvement Plan (CIP).

On November 18, 2024, the Council approved a Budget Amendment to increase appropriations to accommodate the purchase order system to roll forward encumbrances from the prior year.

REFERENCE:

N/A

FISCAL IMPACT:

Fund	Fiscal Year 2024-2025 Total Impact	
General Fund	\$	307,360.00
4A Fund	\$	951,525.00
Parks Performance Fund	\$	70,000.00
Equip Replacement Governmental	\$	147,000.00
Water & Wastewater Fund	\$	1,630,003.00
Other Special Revenue Funds	\$	66,000.00
Total Impact	\$	3,171,888.00

STAFF CONTACT:

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

Fiscal Year 2024-2025 Mid-Year Budget Amendment

PRESENTED TO THE CITY COUNCIL ON

MARCH 24, 2025

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	FY 2025 Total Impact
General Fund	\$ 307,360.00
4A Fund	\$ 951,525.00
Parks Performance Fund	\$ 70,000.00
Equip Replacement Governmental	\$ 147,000.00
Water & Wastewater Fund	\$ 1,630,003.00
Other Special Revenue Funds	\$ 66,000.00
Total Impact	\$ 3,171,888.00

General Fund

Condo Association Dues

- Ellison Building - Cost is being split between the GF and the 4A Fund

Miscellaneous Legal Fees

- Legal Settlements

Street and Stormwater Fee Study

- \$282,500 approved study; \$137,000 will be covered by currently appropriated funds. \$145,500 funds the remaining balance

Reorganization of Service –

- Parks assumed responsibility for Drainage maintenance from PW
- Parks began liaising Keep Burleson Beautiful and the Trash Bash Program

General Fund

Department	Account	Proposed Amendment	Description
Non Departmental	Memberships & Licenses	\$ 33,600.00	Annual Condo Association Dues
Legal Services	Miscellaneous Legal Fees	\$ 92,500.00	Legal Settlements
Engineering/Development	Engineering Services	\$ 145,500.00	Street and Stormwater Fee Study
Parks	Materials for Drainage Maintenance	\$ 25,200.00	Chemical applications associated with drainage maintenance
Parks	Project/Events/Meeting Exp & Printing Services	\$ 10,560.00	Two Trash Bash Events
TOTAL IMPACT		- \$ 307,360.00	

4A Fund

Project U

- Revenues of \$38,725 partially offset expenditures

Economic Development Incentives

- Project Dough
- Project Mario Bros

Aerial Maps

- Update to showcase new future development

Condo Association Dues

- Ellison Building - Cost is being split between the GF and the 4A Fund

4A Fund

Department	Account	Proposed Amendment	Description
Economic Development	Project/Event/Meeting Exp	\$ 42,125.00	Project U Revenues of \$38,725 to offset expenditures
Economic Development	Econ Dev Incentive	\$ 480,000.00	Project Dough
Economic Development	Econ Dev Incentive	\$ 400,000.00	Project Mario Bros
Economic Development	Advertising Services	\$ 15,000.00	Aerial Maps
Economic Development	Memberships & Licenses	\$ 14,400.00	Annual Condo Association Dues
TOTAL IMPACT		- \$ 951,525.00	

Parks Performance Fund

Bartlett Soccer Fields

- Winter maintenance to level and apply winter rye

Russell Farms

- Garage conversion to Art Center. Funds have been donated for this project and will be presented to council at the April 7th meeting

Parks Performance Fund

Department	Account	Proposed Amendment	Description
Parks	Grounds Maint & Repair	\$ 20,000.00	Bartlett Field Winter Maintenance
Parks	Building Improvements	\$ 50,000.00	Art Center Conversion
TOTAL IMPACT		- \$ 70,000.00	

Equipment Replacement Fund – Governmental

BRiCk Fitness Equipment

- Replacement of existing equipment at the facility

Equipment Replacement Fund – Governmental

Department	Account	Proposed Amendment	Description
Parks	Capital Equipment	\$ 147,000.00	BRiCk Fitness Equipment Replacement
TOTAL IMPACT		- \$ 147,000.00	

Water & Sewer Fund

Planned Transfer to Equipment Replacement Fund – Proprietary

- Proprietary ERF plan for future replacements

Security upgrades

- Completion of security upgrade project at Water Sites

Water & Sewer Fund

Department	Account	Proposed Amendment	Description
Water Services	Other Outside Services	\$ 66,000.00	Security Upgrades at Water sites
Non-Departmental	Transfer to ERF Proprietary	\$ 1,564,003.00	Transfer from W&S Fund Balance
TOTAL IMPACT		- \$ 1,630,003.00	

Other Special Revenue Funds

Animal Adoption Trailer

- Adding appropriations to the purchase the trailer after a successful fundraising campaign

Other Special Revenue Funds

Department	Account	Proposed Amendment	Description
Animal Services	Capital Furniture & Equipment	\$ 66,000.00	Animal Services adoption trailer
TOTAL IMPACT		- \$ 66,000.00	

Recommendation / Action Requested

Approve an ordinance requesting a Mid-Year Budget Amendment to increase the appropriations in the amount of \$3,171,888 in various funds to accommodate operating and capital needs.

Questions / Comments



ORDINANCE

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2024-2025, BY INCREASING APPROPRIATIONS IN THE AMOUNT OF \$3,171,888 IN VARIOUS FUNDS TO ACCOMMODATE OPERATING AND CAPITAL NEEDS; FINDING THAT TIME IS OF THE ESSENCE AND THAT THIS ORDINANCE MAY BE CONSIDERED AND APPROVED AT ONLY ONE MEETING; 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, 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 desires to increase the appropriations in the amount of \$3,171,888 in various funds to accommodate operating and capital needs; 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 2024-2025 in the annual budget and approved in ordinance CSO#5560-09-2024, and prior amounts as amended and approved in ordinance CSO#5672-11-2024 there shall also be increased appropriations in the various funds for the specific amounts and purposes as set forth in Exhibit "A", attached hereto and incorporated herein by reference for all purposes:

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.

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

Section 4.

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

Section 5.

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 6.

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

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

PASSED AND APPROVED this _____ 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"
Increased Appropriations in Funds

FUND	ORIGINAL BUDGET	REVISED BUDGET	AMENDMENT	AMENDED BUDGET
GENERAL FUND	\$ 63,267,928	\$ 64,062,380	\$ 307,360	\$ 64,369,740
DEBT SERVICE FUND - GENERAL	\$ 20,772,166	\$ 20,772,166		\$ 20,772,166
MEDICAL TRANSPORT	\$ 2,604,333	\$ 2,604,333		\$ 2,604,333
BCBD 4A SALES TAX SRF	\$ 10,976,718	\$ 11,331,978	\$ 951,525	\$ 12,283,503
BCBD 4B SALES TAX SRF	\$ 8,381,605	\$ 8,401,753		\$ 8,401,753
PARKS PERFORMANCE FUND	\$ 5,633,995	\$ 5,666,250	\$ 70,000	\$ 5,736,250
HOTEL/MOTEL TAX FUND	\$ 574,393	\$ 574,393		\$ 574,393
BURLESON TIF #2	\$ 1,213,341	\$ 1,213,341		\$ 1,213,341
BURLESON PID #1	\$ 62,420	\$ 62,420		\$ 62,420
BURLESON PID #2	\$ 7,620	\$ 7,620		\$ 7,620
CABLE FRANCHISE PEG SRF	\$ 90,560	\$ 90,560		\$ 90,560
MC JUVENILE CASE MGR SRF	\$ 31,000	\$ 31,000		\$ 31,000
MC BLDG SECURITY SRF	\$ 10,420	\$ 10,420		\$ 10,420
MC TECHNOLOGY SRF	\$ 2,340	\$ 2,340		\$ 2,340
OTHER SPECIAL REVENUE FUNDS	\$ 91,720	\$ 91,720	\$ 66,000	\$ 157,720
WATER & WASTEWATER FUND	\$ 29,824,167	\$ 29,824,167	\$ 1,630,003	\$ 31,454,170
HIDDEN CREEK GOLF COURSE	\$ 3,560,279	\$ 3,560,279		\$ 3,560,279
EQUIPMENT SERVICE FUND	\$ 2,366,406	\$ 2,366,406		\$ 2,366,406
EQUIP REPL - GOVERNMENTAL	\$ 1,064,188	\$ 1,954,948	\$ 147,000	\$ 2,101,948
EQUIP REPL - PROPRIETARY	\$ 207,361	\$ 453,902	\$ -	\$ 453,902
SUPPORT SERVICES FUND	\$ 6,641,932	\$ 6,641,932		\$ 6,641,932
SOLID WASTE FUND	\$ 4,704,493	\$ 4,744,433		\$ 4,744,433
CEMETERY OPERATIONS FUND	\$ 33,330	\$ 33,330		\$ 33,330
HEALTH INSURANCE FUND	\$ 7,184,423	\$ 7,189,423		\$ 7,189,423
STREET MAINTENANCE FUND	\$ 1,665,833	\$ 1,665,833		\$ 1,665,833
TOTAL ALL FUNDS OPERATING	\$ 170,972,971	\$ 173,357,327	\$ 3,171,888	\$ 176,529,215

City Council Regular Meeting

DEPARTMENT: Finance Department
FROM: Gloria Platt, Director of Finance
MEETING: March 24, 2025

SUBJECT:

Consider and take possible action on a resolution accepting the Annual Comprehensive Financial Report (ACFR), Single Audit Report, and the Annual Audit for the period ending September 30, 2024. (*Staff Contact: Gloria Platt, Director of Finance*)

SUMMARY:

Each year, the City hires an independent accounting firm to conduct an audit of the City's basic financial statements. The purpose of the audit is to express an opinion as to whether the City's financial statements present fairly, in all material respects, the financial position of the City. On June 21, 2021, the Council approved a 3-year professional service agreement and two 1-year options with Weaver LLP for audit services.

The ACFR represents the financial position of the City for the fiscal year ending September 30, 2024. The document includes the independent auditor's opinion of management's representations within the annual report. The auditors have provided the City with a clean opinion (unmodified), which means that in the opinion of Weaver, the City's financial statements present fairly, in all material respects, the financial position of the City. A "clean" or "unmodified opinion" is the best opinion that may be rendered in an audit of the financial statements.

The audit specifically included the following items:

- Audit of the City's ACFR in accordance with generally accepted auditing standards.
- An evaluation of the City's internal control over financial reporting.
- Single Audit in accordance with generally accepted auditing standards and compliance with U.S. Office of Management and Budget (OMB) Compliance Supplement.

The auditor's examination of internal controls was conducted at a level sufficient to gain an understanding of the internal control structure to determine the nature, timing, and extent of audit procedures. The auditors did not perform an audit of internal controls but performed limited tests of internal controls for the purpose of providing an opinion on the financial statements. Additionally, the auditors examined on a test basis, evidence supporting amounts and disclosures in the combined financial statements. The City did not receive a management letter

as there were no material weaknesses or recommendations for strengthening controls identified. Jackie Gonzalez, Audit Partner and Justine Singletary, Senior Manager with Weaver will be providing a presentation regarding the results of the audit and will answer any questions the Committee may have.

RECOMMENDATION:

Recommend approval to accept the Annual Comprehensive Financial Report, Single Audit, and Annual Audit as presented.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue:

Account Number(s):

Fund:

Account Description:

STAFF CONTACT:

Gloria Platt, CGFO, CPFIM

Director of Finance

gplatt@burlesontx.com

817-426-9883



City of Burleson, Texas

For the Year Ended September 30, 2024

City Council Presentation – March 24, 2025



Today's Presenters

Jackie Gonzalez, CPA *Partner, Assurance Services*

- ▶ Your relationship partner
- ▶ 20+ years of experience
- ▶ Practice emphasis in auditing and consulting for school districts, cities, counties and other governmental entities
- ▶ Member, GFOA Special Review Committee

Justine Singletary, CPA *Senior Manager, Assurance Services*

- ▶ Your audit manager
- ▶ 8+ years of experience
- ▶ Practice emphasis in auditing and consulting for school districts, cities, counties and other governmental entities

Weaver Team

City of Burleson Engagement Team

Jackie Gonzalez, CPA
Engagement Partner

Justine Singletary, CPA
Engagement Senior
Manager

Elise McCann
Engagement Senior

Associates and Other Supporting Staff Members

Quality Control Partner

Jennifer Ripka, CPA
Partner,
Assurance Services

Meet Weaver



~1,000 TEAM MEMBERS



15 U.S. LOCATIONS



~\$200M IN REVENUES



GLOBAL NETWORK MEMBER FIRM

INDUSTRY PRACTICE AREAS

- » Government
- » Not-for-Profit
- » Higher Education
- » Health Care
- » Energy
- » Real Estate
- » Private Equity
- » Technology
- » Family Office
- » Financial Services
- » Professional Services
- » Manufacturing, Distribution & Retail
- » Hospitality & Entertainment
- » Construction

“I have worked with several accounting firms, but I have never before had this kind of quality service. The information provided to us to make decisions for our company exceeds our expectations.”

—Client Feedback Survey

Government Experience

170+

PROFESSIONALS
WITH SIGNIFICANT
GOVERNMENT
EXPERIENCE

300+

CLIENTS
SERVED

OFFERINGS

- » External audit
- » Risk assessment
- » Internal Audit
- » Digital transformation
- » Grant compliance
- » Performance audit
- » Business process improvement
- » IT audit and cybersecurity
- » Agency restructuring and reorganization
- » Strategic planning
- » Organizational development
- » Valuation
- » Forensic accounting
- » Fraud investigation



20+ STATE
AGENCIES



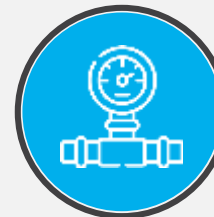
40+ CITIES



20+ COLLEGES
& UNIVERSITIES



50+ SCHOOL
DISTRICTS

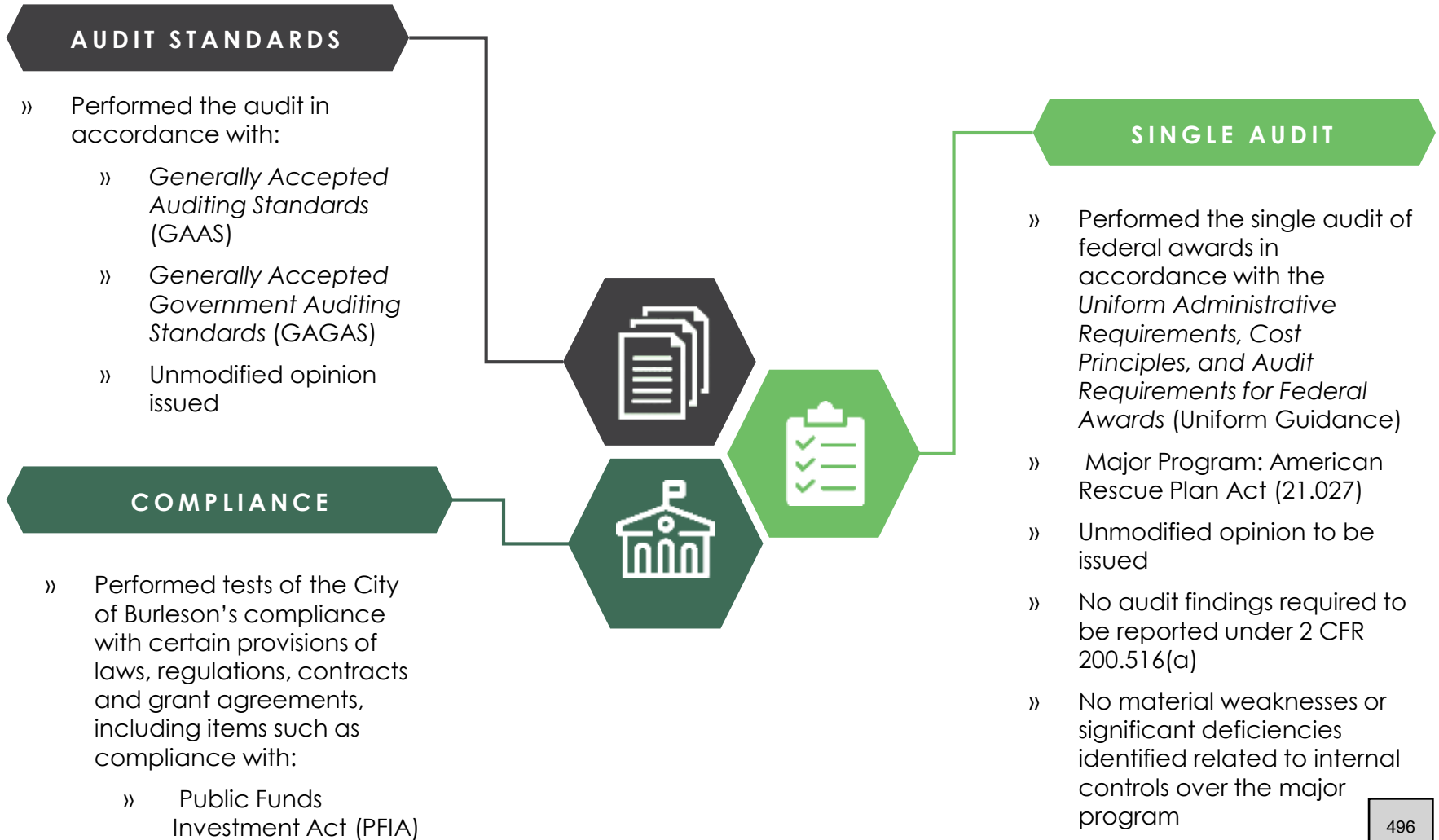


100+ LOCAL &
REGIONAL ENTITIES



50+ GFOA AWARD
RECIPIENTS

Audit Process



Audit Timeline



Audit Results – Financial Statements

Type of Report Issued:

UNMODIFIED

Internal control over financial reporting:

Any material weakness(es) identified?

No

Any significant deficiencies that are not material weaknesses?

None reported

Any noted noncompliance material to financial statements?

No

Audit Results – Federal Awards

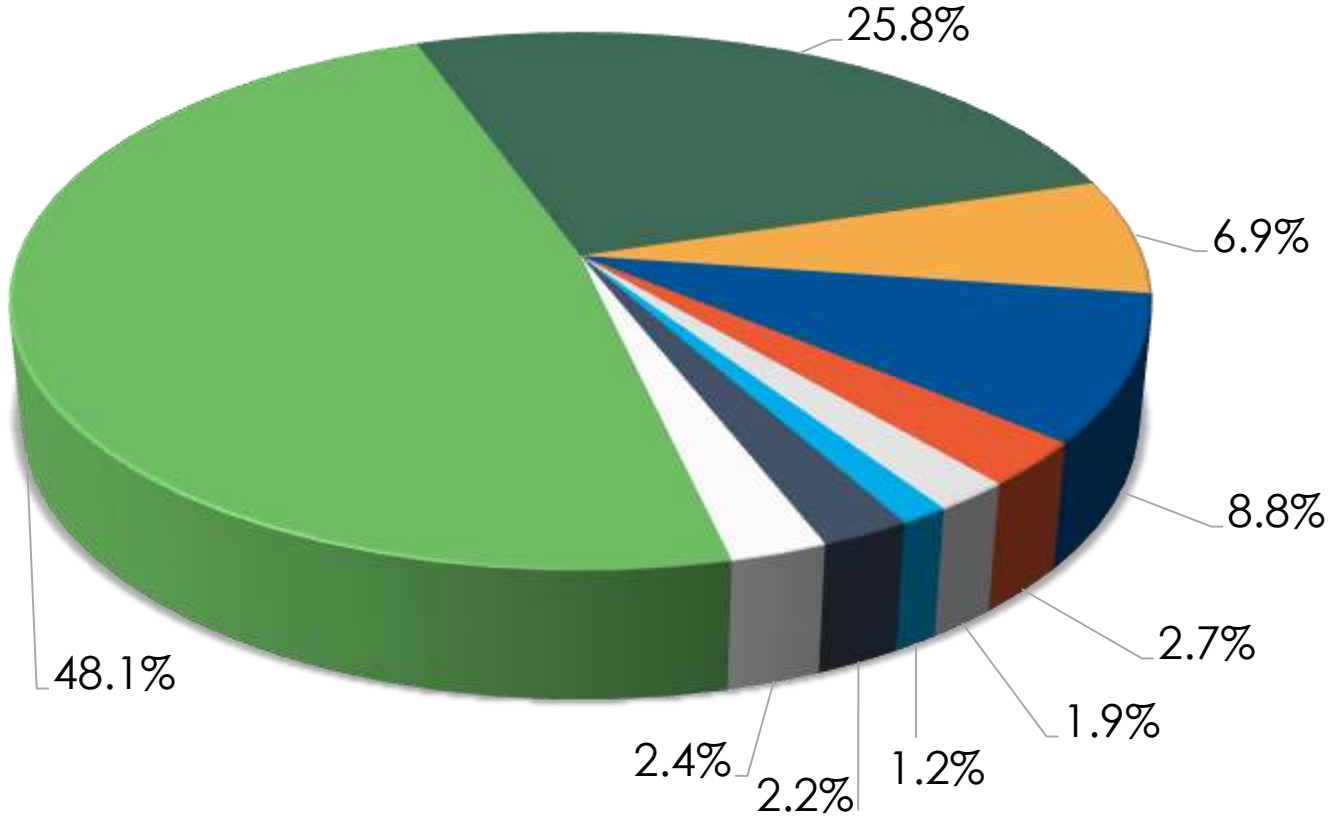
Type of Report Issued, Compliance on Major Programs:	UNMODIFIED
Low Risk Auditee?	Yes
Internal control over the major program:	
Any material weakness(es) identified?	No
Any significant deficiencies that are not material weaknesses?	None reported
Any audit findings required to be reported under 2 CFR 200.516(a)?	No

Major Program: American Rescue Plan Act (21.027)

Financial Highlights – General Fund

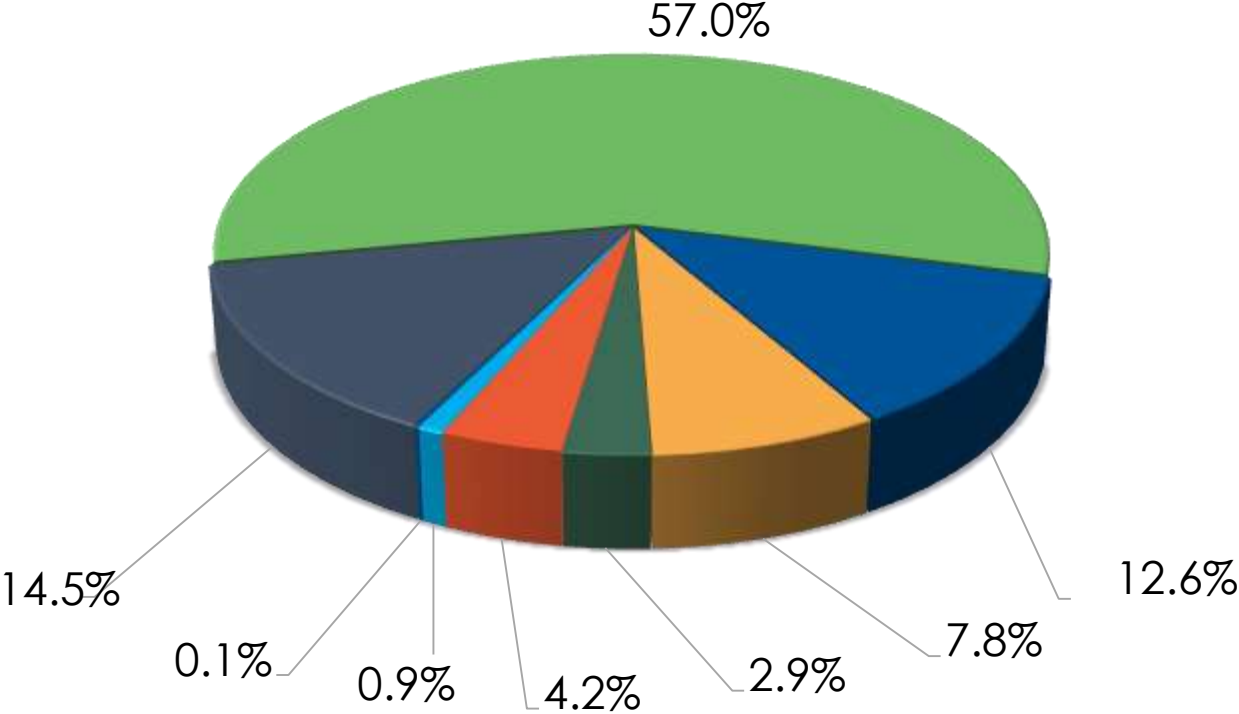
ASSETS	\$ 26,359,099
LIABILITIES	3,235,392
DEFERRED INFLOWS OF RESOURCES	2,764,974
FUND BALANCES	
Nonspendable:	
Prepaid items	42,000
Unassigned	20,316,733
	20,358,733
REVENUES	59,014,097
EXPENDITURES	57,713,925
Excess of revenues over expenditures	1,300,172
OTHER FINANCING SOURCES (USES)	562,961
Net Change in fund balance	1,863,133
Fund balance, beginning	18,495,600
FUND BALANCE, ENDING	\$ 20,358,733

Financial Highlights – General Fund Revenue – Fiscal Year 2024 (in millions)



- Property Taxes (\$28.4)
- Franchise Fees (\$4.1)
- Licenses and Permits (\$1.6)
- Fines (\$0.7)
- Sales and Use Tax (\$15.2)
- Charges for Services (\$5.2)
- Intergovernmental (\$1.1)
- Investment Income (\$1.3)

Financial Highlights – General Fund Expenditures – Fiscal Year 2024 (in millions)

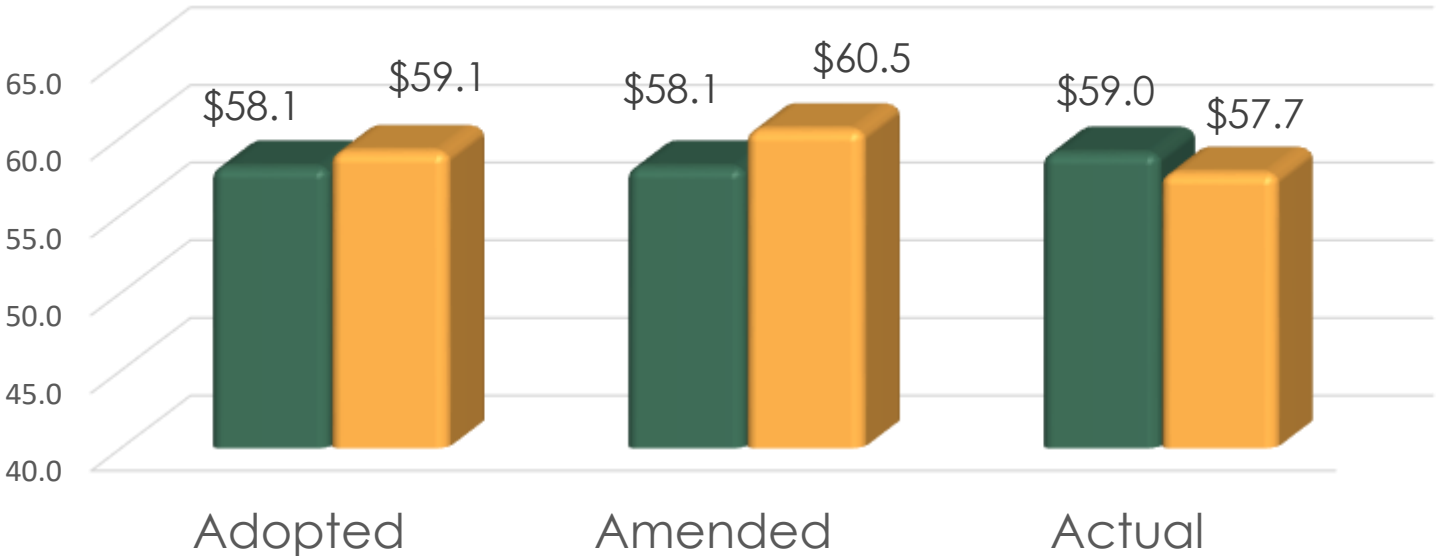


- General Government (\$8.4)
- Public Works (\$7.3)
- Library (\$1.7)
- Capital Outlay (\$0.5)
- Public Safety (\$32.9)
- Community Development (\$4.5)
- Parks and Recreation (\$2.4)
- Debt Service (\$0.08)

Financial Highlights – General Fund Budget to Actual – Fiscal Year 2024 (in millions)



■ Revenue ■ Expenses



- Actual revenues of \$59M were greater than amended budgeted amounts by \$.9M
- Actual expenditures of \$57.7M were less than budgeted expenditures by \$2.8M
- Ending fund balance for FY 2024 totaled \$20.4M
- Unassigned fund balance \$20.4M, which is 32% of FY 2025 budgeted expenditures (\$63.3M)



Jackie Gonzalez, CPA

Partner, Government & Not for Profit Services

817.882.7758

jackie.Gonzalez@weaver.com

Justine Singletary, CPA

Senior Manager, Government & Not for Profit Services

817.882.7358

justine.singletary@weaver.com

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING THE ANNUAL AUDIT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024, APPROVING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE YEAR ENDING SEPTEMBER 30, 2024, AND APPROVING THE SINGLE AUDIT REPORT AS OF SEPTEMBER 30, 2024.

WHEREAS, on an annual basis, the City of Burleson (“City”) conducts an audit of the City’s basic financial statements through an independent accounting firm; and

WHEREAS, the City retained Weaver and Tidwell, LLP, to conduct a financial audit of City for the fiscal year ending September 30, 2024; and

WHEREAS, Weaver and Tidwell, LLP, completed said financial audit; and

WHEREAS, the financial audit included a review of the City’s Annual Comprehensive Financial Report for the fiscal year ending September 30, 2024, and an evaluation of the City’s internal control over financial reporting; and

WHEREAS, Weaver and Tidwell, LLP, found the City’s representations and financial statements in the Annual Comprehensive Financial Report for the year ending September 30, 2024, present fairly, in all material respects, the financial position of the City; and

WHEREAS, Weaver and Tidwell, LLP, did not issue a management letter after its audit of the City’s internal control over financial reporting as there were no material weaknesses or recommendations for strengthening controls identified; and

WHEREAS, the City Council desires to accept the results of the audit, approve the City’s Annual Comprehensive Financial Report for the fiscal year ending September 30, 2024, and approve the Single Audit Report as of September 30, 2024.

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

Section 1.

The City Council hereby accepts the results of the audit performed by Weaver and Tidwell, LLP, approves the City’s Annual Comprehensive Financial Report for the fiscal year ending September 30, 2024, which is attached as Exhibit A, and approves the Single Audit Report as of September 30, 2024, which is attached as Exhibit B.

Section 2.

That the effect of this ordinance takes effect immediately.

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 FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

THE CITY OF
BURLESON
TEXAS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

ANNUAL COMPREHENSIVE

FINANCIAL REPORT



THE CITY OF
BURLESON
TEXAS

CITY OF BURLESON, TEXAS
ANNUAL COMPREHENSIVE FINANCIAL REPORT
YEAR ENDED SEPTEMBER 30, 2024

CITY OFFICIALS

Chris Fletcher
Mayor

Dan McClendon	Mayor Pro Tem
Victoria Johnson	Councilmember
Phil Anderson	Councilmember
Alexa Boedeker	Councilmember
Larry Scott	Councilmember
Adam Russell	Councilmember

Tommy Ludwig
City Manager

Harlan Jefferson
Deputy City Manager

Eric Oscarson
Deputy City Manager

Gloria Platt
Director of Finance

Prepared by: Finance Department



THE CITY OF
BURLESON
TEXAS

City of Burleson, Texas
Annual Comprehensive Financial Report
For the Year Ended September 30, 2024

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City of Burleson, Texas
Annual Comprehensive Financial Report
For the Year Ended September 30, 2024

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Introductory Section

THE CITY OF
BURLESON
TEXAS

TO: The Honorable Mayor, Members of the City Council, and Citizens of Burleson (the "City")

Submitted herewith is a copy of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2024. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operation of the City, on a Government-wide and Fund basis. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

These statements have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) for local governments as prescribed by the Governmental Accounting Standards Board (GASB). GASB requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of management's discussion and analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditor's report.

THE REPORTING ENTITY

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State and the City's home rule Charter. Burleson was incorporated in 1912. The City operates under a Council-Manager form of government and provides a full range of services that include: police and fire protection, sanitation services, library services, construction and maintenance of streets and infrastructure, parks and recreation, code enforcement, planning and zoning, economic development, water and wastewater services, and general administrative services. The accompanying ACFR includes all governmental organizations and functions for which the City is financially accountable as well as its blended component units. Although legally separate entities, the Burleson 4B Community Services Development Corporation, the Burleson 4A Economic Development Corporation and Tax Increment Finance Reinvestment Zone Number Two are in substance part of the primary government's operations and are included as part of the primary government. Additional information on these component units can be found in the notes to the financial statements.

ECONOMY AND BUSINESS CLIMATE

Burleson is located along the southwestern edge of the Dallas/Fort Worth Metroplex, on Interstate Highway 35W, State Highway 174, and the Chisholm Trail Parkway toll road. Economically, this region is ranked as one of the most robust in Texas, a state that in recent years has trended well ahead of the national economy. Local measures of business activity have recovered and surpassed peak levels. The City is currently experiencing a strong expansion of business with more than \$189 million in new taxable value added in 2024.

Although the City of Fort Worth adjoins much of Burleson's northern boundary, the remaining three directions are surrounded by an extensive extra-territorial jurisdiction (ETJ). The City's corporate limits include more than 28 square miles and its extraterritorial jurisdiction (ETJ) is comprised of approximately 35,000 acres. Combined, Burleson's city limit and ETJ include more than 23,000 undeveloped acres. In 2017, The Texas State Legislature significantly restricted cities' abilities to involuntarily annex within their ETJs. The City of Burleson was proactive prior to 2017 in obtaining development agreements in large, strategic portions of its ETJ. These development agreements allow the City to pursue annexation when these areas develop. This has allowed the City to work with property owners to ensure orderly development of these areas and program our capital improvements to ensure services are provided.

Once largely agricultural, these areas have developed into a form of semi-urban, residential use. With vibrant retail destinations and commercial development, many of the individuals residing in these adjacent areas shop, dine, and send their children to schools located in Burleson. Thus, functionally speaking, Burleson's estimated population of approximately 53,504 as of January 1, 2024, belies the true size of the community's economy. The combination of highway accessibility and more than 400,000 people located within the retail trade area create a community with a strong and growing trade area.

LONG TERM PLANNING

These focus areas create a roadmap for achieving the long-term goals and objectives that have been articulated by the City Council, and play a key role in the budget process, as well as long term financial planning of the City's major funds. The strategic focus areas are:

- Operational Excellence
- Infrastructure
- Community
- Public Safety

Five year projections are prepared for all of the City's major funds with the focus on maintaining year end fund balances that meet or exceed their requirements. In addition, the City continues to prepare five year capital improvement plans (CIP) for streets and drainage, parks, and water and wastewater projects. The five year projections and five year CIPs are presented to Council throughout the budget process and provides a great opportunity for feedback and direction. Incorporating the projections and CIP are crucial in the budget process to ensure the strategic focus areas are met and the City continues to be financially sound.

ACCOUNTING SYSTEM AND BUDGETARY CONTROL

In developing and evaluating the City's accounting system, consideration is given to the adequacy of internal accounting controls. These controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss from unauthorized use or disposition, and the reliability of financial records for preparing financial statements and maintaining accountability of assets. The concept of reasonable assurance recognizes that the costs of a control should not exceed the benefits likely to be derived from the control. The evaluation of costs and benefits requires estimates and judgments by management. We believe that the City's current system of internal accounting controls adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

In addition to the system of internal controls, the City maintains budgetary controls. The objective of these budgetary controls is to ensure compliance of legal provisions embodied in the annual appropriation budget adopted by the City Council. Budgetary control is exercised at the fund level. Activities of the Governmental and Proprietary Fund are closely reviewed at mid-year. If necessary, the original budget is modified and incorporated into a proposed mid-year budget, which is then used as the working budget for the remainder of the fiscal year. The City also maintains an encumbrance accounting system as one technique to help prevent the overspending of authorized appropriations.

Information regarding general accounting policies can be found in the notes to the basic financial statements.

INDEPENDENT AUDIT

An annual audit is required to be made of the financial statements of the City of Burleson by an independent auditor. Weaver and Tidwell, LLP was selected by the City Council to perform the audit for fiscal year ended September 30, 2024. The audit opinion is included in this report.

AWARDS

For the year ended September 30, 2023, the City expects the Government Finance Officers Association (GFOA) to recognize the City for achievement in the presentation of the Annual Comprehensive Financial Report (ACFR). At the time of the issuance of this report, the award has not yet been issued. If awarded, this would be the 33rd consecutive year that the City has received this prestigious national award. To earn the Certificate of Achievement, the City published an easy-to-read and efficiently organized Annual Comprehensive Financial Report with contents that conformed to program standards. Such reports satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for one year. The City believes that the current ACFR continues to meet the Certificate of Achievement Program requirements and thus is submitting it to GFOA to determine its eligibility for another certificate.

In addition, the City also received the GFOA's Award for Distinguished Budget Presentation for the 35th consecutive year for its annual appropriated budget dated October 1, 2023. To qualify for the Budget Award, the City's budget document was judged proficient in all categories.

ACKNOWLEDGEMENTS

I would like to thank the staff of the Finance Department, City Management, and Department Directors, Managers and Staff for their cooperative effort and help in the leadership and support of the City that made this report possible. Credit also must be given to the Mayor and the City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Burleson's finances.

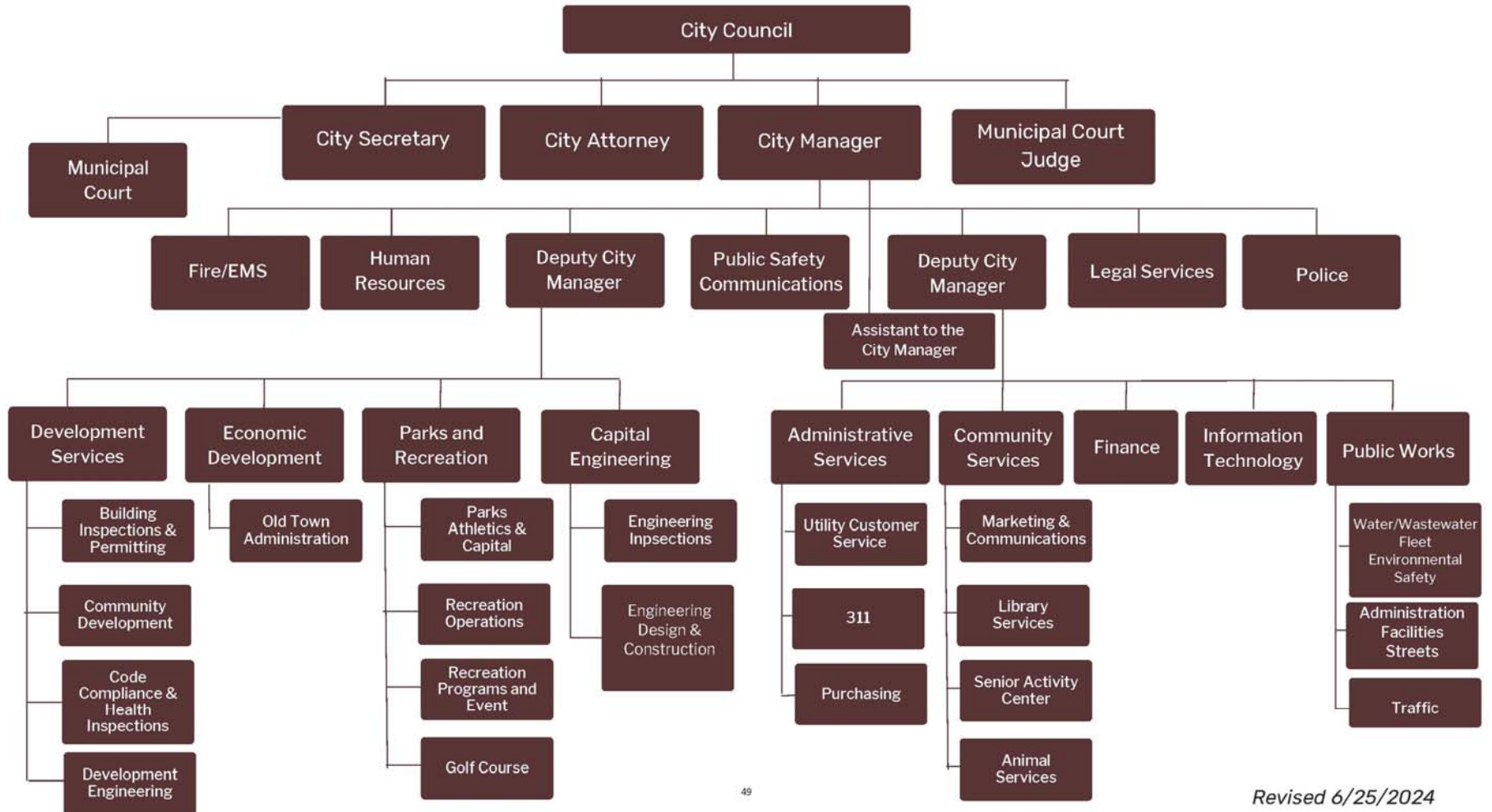
Respectfully submitted,



Finance Department

GFOA Award application is currently under review at the time of issuance.

Organizational Chart



CITY OF BURLESON, TEXAS
LIST OF PRINCIPAL OFFICIALS
SEPTEMBER 30, 2024

Elected Officials

Mayor	Chris Fletcher
Mayor Pro-Tem	Dan McClendon
Councilmember	Victoria Johnson
Councilmember	Phil Anderson
Councilmember	Alexa Boedeker
Councilmember	Larry Scott
Councilmember	Adam Russell

City Officials

City Manager	Tommy Ludwig
Deputy City Manager	Harlan Jefferson
Deputy City Manager	Eric Oscarson
Deputy City Attorney	Matt Ribitzki
Director of Finance	Gloria Platt
Police Chief	Billy Cordell
City Secretary	Amanda Campos
Fire Chief	Casey Davis
Director of Parks and Recreation	Jen Basham
Director of Human Resources	Cheryl Marthiljohni
Chief Technology Officer	James Grommersch
Director of Development Services	Tony McIlwain
Director of Public Works	Erick Thompson
Director of Economic Development	Alex Philips
Director of Community Services	DeAnna Phillips
Director of Administrative Services	Richard Abernethy
Director of Capital Engineering	Randy Morrison

Financial Section

THE CITY OF
BURLESON
TEXAS

Independent Auditor's Report

Honorable Mayor, City Council
and City Manager
City of Burleson, Texas
Burleson, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Burleson, Texas (City), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Honorable Mayor, City Council and City Manager
City of Burleson, Texas

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, Texas Municipal Retirement System pension schedules, Texas Municipal Retirement System OPEB schedule, and budgetary comparison information on pages 7 through 14 and 61 through 69 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Honorable Mayor, City Council and City Manager
City of Burleson, Texas

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund financial statements and schedules are the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the other supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Comprehensive Financial Report (ACFR)

Management is responsible for the other information included in the ACFR. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 24, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas
March 24, 2025

THE CITY OF
BURLESON
TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the City of Burleson's (City) annual financial report presents our discussion of the City's financial performance during the fiscal year ended September 30, 2024. Please read it in conjunction with the transmittal letter, which can be found preceding this narrative, and with the City's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$342,433,646 (net position). Of this amount, \$30,747,780 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$12,671,505 or 3.84% from previous year. The City's total unrestricted net position decreased by \$3,111,809, due to increases in revenues in both governmental and business-type activities which exceeded increases in expenses. \$10,406,039 increase in net investment in capital assets resulted from additions in construction capital cost and land acquisitions netted against the decrease of related debt.
- As of the close of the current fiscal year, unassigned fund balance for the general fund was \$20,316,733 or 35% of total general fund expenditures.
- The City's total debt increased by \$26,690,000 during the current fiscal year. The increase represents the net effect of scheduled debt retirement and issuance of Series 2024 Tax and Limited Surplus Revenue Certificates of Obligation and Series 2024 General Obligation Refunding and Improvement bonds in the current year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplemental information in addition to the basic financial statements themselves.

Government-wide Financial Statements - Government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing related to cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods. (e.g., earned but unused vacation leave).

Both of the government-wide statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works, parks and recreation, and community development. The business-type activities include water and wastewater operations, solid waste collection, the City's Hidden Creek Golf Course, and a cemetery.

Fund Financial Statements - The fund financial statements provide detailed information about the most significant funds – not the City as a whole. A fund is a grouping of related accounts that the City uses to maintain control over resources that have been segregated for specific activities and objectives. Some funds are required by state law or bond covenants. The Council establishes other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants. The City has two types of funds:

Governmental Funds - These funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental fund financial statements focus on near term inflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains nineteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and the bond supported capital projects fund, which are considered to be major funds. Data from the other seventeen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary Funds – The City of Burleson maintains two types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. Enterprise funds are used to account for water and wastewater, solid waste, golf, and cemetery operations. Internal Service Funds are accounting devices used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for the acquisition and replacement of major components of equipment used throughout the organization, such as the fleet of City vehicles, for the repair and maintenance of significant components of equipment used by the organization, and for the health self-insurance program.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The water & wastewater operations are considered to be a major fund of the City. All internal service funds are combined in a single presentation in the proprietary fund financial statements. Individual data for each of the nonmajor enterprise funds and internal service funds is provided in the form of combining statements elsewhere in this report.

Notes to the Basic Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information - The combining statements referred to earlier in connection with nonmajor governmental funds and internal service funds are presented immediately following the notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government’s financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows by \$342,433,646 as of September 30, 2024.

The largest portion of the City’s net position (84%) reflects its investments in capital assets (e.g., land, buildings, improvements, construction in progress, and infrastructure), less any debt used to acquire those assets that is still outstanding. The City uses these assets to provide service to citizens; consequently, these assets are not available for future spending. Although the City’s investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

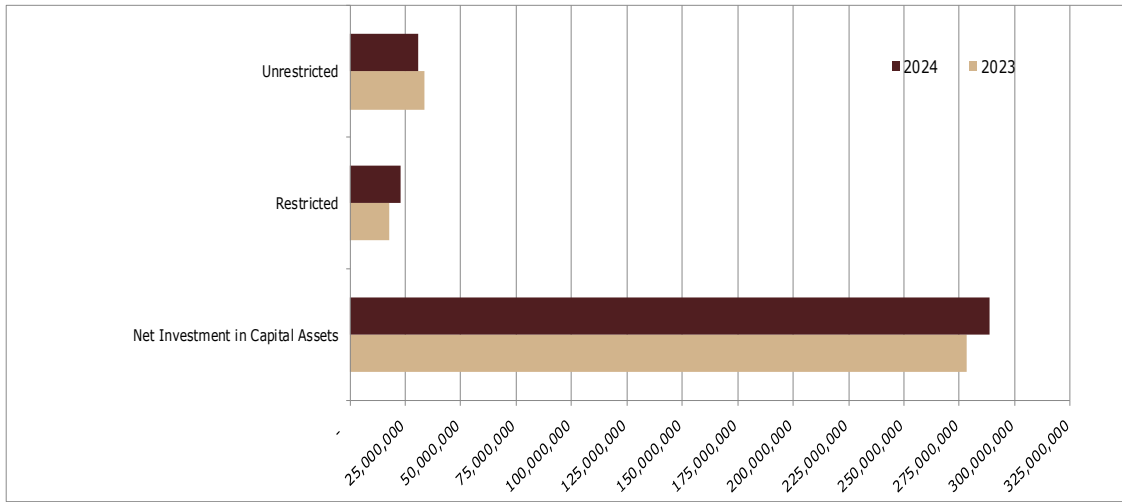
CITY OF BURLESON, TEXAS – NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2023	2024	2023	2024	2023	2024
Other assets	\$ 98,743,047	\$ 133,561,696	\$ 50,875,012	\$ 40,591,894	\$ 149,618,059	\$ 174,153,590
Capital assets	287,657,068	298,275,435	128,149,280	136,083,019	415,806,348	434,358,454
Total assets	386,400,115	431,837,131	179,024,292	176,674,913	565,424,407	608,512,044
Total deferred outflows of resources	16,674,423	11,467,143	1,561,316	1,139,028	18,235,739	12,606,171
Noncurrent liabilities – due in more than one year	149,613,777	179,982,156	60,526,840	55,010,680	210,140,617	234,992,836
Other liabilities	27,874,358	26,236,469	11,617,721	12,395,702	39,492,079	38,632,171
Total liabilities	177,488,135	206,218,625	72,144,561	67,406,382	249,632,696	273,625,007
Total deferred inflows of resources	3,198,189	3,953,688	1,067,120	1,105,874	4,265,309	5,059,562
Net position:						
Net investment in capital asset	202,912,185	196,476,618	75,413,705	92,255,311	278,325,890	288,731,929
Restricted	17,576,662	22,953,937	-	-	17,576,662	22,953,937
Unrestricted	1,899,367	13,701,406	31,960,222	17,046,374	33,859,589	30,747,780
Total net position	\$ 222,388,214	\$ 233,131,961	\$ 107,373,927	\$ 109,301,685	\$ 329,762,141	\$ 342,433,646

An additional portion of the City’s net position (6%) represents resources that are subject to external restriction on how they may have been used. The remaining balance of unrestricted net position (10%) may be used to meet the City’s ongoing obligation to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all reported categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

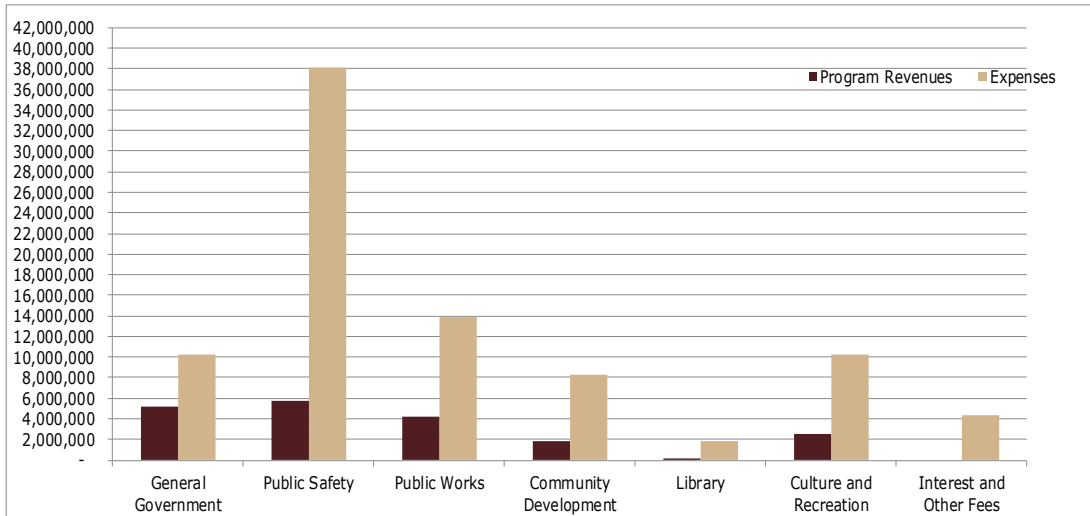
**City of Burleson Net Position
September 30, 2023 and 2024**



The City’s overall net position increased \$12,671,505 from the prior fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities and business-type activities.

Governmental Activities. During the current fiscal year, net position for governmental activities increased \$10,743,747, a decrease of \$1,348,380 from the prior fiscal year’s increase in net position for governmental activities. Increase is primarily due to a 13.7% or approximately \$4,571,000 increase in property taxes collected for general maintenance and operations due to increased valuations from the prior year, an 11.03% increase or approximately \$414,000 in franchise fee revenues from the prior year, and a 54% increase or approximately \$1,764,000 in investment income over the prior year due to increased investments and an increase in the investment rates from the prior year.

Expenses and Program Revenues - Governmental Activities



Business-Type Activities. During the current fiscal year, net position for business-type activities increased by \$1,927,758, an increase of \$9,246,953 from the prior fiscal year's increase in net position for business-type activities. Increase was the result of an approximately \$2,684,000 increase in water and sewer revenues from increased consumption from the prior year related to growth in the number of accounts, increased usage, and a 3% increase to rates.

CITY OF BURLESON, TEXAS – CHANGES IN NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2023	2024	2023	2024	2023	2024
Revenues:						
Program Revenues:						
Charges for services	\$ 10,296,569	\$ 11,541,762	\$ 30,286,310	\$ 32,970,946	\$ 40,582,879	\$ 44,512,708
Operating grants and contributions	6,847,951	4,959,441	21,856	7,181	6,869,807	4,966,622
Capital grants and contributions	6,156,887	3,053,302	3,528,969	2,027,093	9,685,856	5,080,395
General Revenues:						
Taxes:						
Property taxes levied for general purposes	33,341,352	37,912,361	-	-	33,341,352	37,912,361
Tax Increment Financing	1,076,556	1,204,520	-	-	1,076,556	1,204,520
Sales and use taxes	29,598,444	30,091,181	-	-	29,598,444	30,091,181
Hotel / motel taxes	583,802	610,872	-	-	583,802	610,872
Franchise fees	3,754,462	4,168,878	-	-	3,754,462	4,168,878
Investment income	3,260,690	5,025,245	1,804,091	2,260,453	5,064,781	7,285,698
Gain (loss) on sale of assets	439,368	(715,205)	3,414	(497,120)	442,782	(1,212,325)
Total revenues	95,356,081	97,852,357	35,644,640	36,768,553	131,000,721	134,620,910
Expenses						
General government	9,606,894	10,207,283	-	-	9,606,894	10,207,283
Public safety	36,454,820	38,195,557	-	-	36,454,820	38,195,557
Public works	15,162,754	13,891,525	-	-	15,162,754	13,891,525
Community development	7,100,096	8,327,647	-	-	7,100,096	8,327,647
Library	1,753,245.00	1,819,145	-	-	1,753,245	1,819,145
Parks and recreation	9,625,261	10,230,231	-	-	9,625,261	10,230,231
Interest and other fees	3,319,651	4,370,179	-	-	3,319,651	4,370,179
Water & wastewater	-	-	36,231,989	27,370,058	36,231,989	27,370,058
Hidden Creek Golf course	-	-	2,937,323	3,214,012	2,937,323	3,214,012
Solid Waste	-	-	3,966,031	4,260,205	3,966,031	4,260,205
Cemetery	-	-	69,725	63,563	69,725	63,563
Total expenses	83,022,721	87,041,567	43,205,068	34,907,838	126,227,789	121,949,405
Change in net position before transfers	12,333,360	10,810,790	(7,560,428)	1,860,715	4,772,932	12,671,505
Transfers	(241,233)	(67,043)	241,233	67,043	-	-
Change in net position	12,092,127	10,743,747	(7,319,195)	1,927,758	4,772,932	12,671,505
Net position - beginning	210,296,087	222,388,214	114,693,122	107,373,927	324,989,209	329,762,141
Net position - ending	\$ 222,388,214	\$ 233,131,961	\$ 107,373,927	\$ 109,301,685	\$ 329,762,141	\$ 342,433,646

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

Governmental Funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. Unassigned fund balance serves as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance, which has not yet been limited to use for a particular purpose.

At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$108,298,785. The 81% or \$87,982,052 of this total has constraints on its spending at because it is classified as either (1) non-spendable for inventory and prepaid items; (2) restricted for debt service, public safety, parks and recreation, library, economic development, tourism, capital projects, and other; and (3) committed for capital projects, debt service and other. Approximately 19% of the combined ending fund balance, or \$21,316,773, constitutes unassigned fund balance and is in the General Fund.

Net change in fund balance was an increase of \$36,745,438 of which 5% is from the General Fund, 16% from Non-major Governmental Funds, and the remaining 79% is from Bond Funded Capital Projects fund.

The increase of \$1,863,133 in the General Fund is primarily due to overall General Fund revenues exceeding overall expenditures reflecting the overall management of the governmental funds to ensure sources of funds are sufficient to meet the uses of funds.

The \$5,897,270 increase in Other Governmental Funds, due to the issuance of bonds in the amount of \$8,900,232 with offsetting related expenditures.

The Bond Funded Capital Projects fund increased by \$28,985,035 finishing the year at \$54,583,773. This is primarily due to the issuance of \$42,370,000 in bonds for capital projects offset with approximately \$17,031,217 in capital expenditures.

Proprietary funds – The City's proprietary funds provide the same type of information found in business-type activities in the government-wide financial statements, but in more detail.

Year-end net position in the water and wastewater fund amounted to \$103,456,981. Net position in the water and wastewater fund increased \$1,096,787. Difference is primarily due to an approximate 6.7% increase or \$1,656,789 to water and wastewater revenues in charges for services and increase of 27% or \$458,818.

General Fund Budgetary Highlights –

Total actual revenue collections exceeded the revised estimates by about \$870,960 over the revised estimate, primarily due to property tax revenues.

The general fund's final expenditures were approximately \$2,798,114 less than the revised budget due to savings in personnel and benefits cost from vacancies and expenditures that were encumbered but the product or service had not yet been received causing the expense to roll forward to the following year.

CAPITAL ASSETS

The City's investment in capital assets for its governmental and business type activities as of September 30, 2024 amounts to \$434,358,454 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, machinery and equipment and roads. The total increase in capital assets for the current fiscal year was approximately 5%.

	Capital Assets at Year End (net of depreciation)					
	Governmental Activities		Business-type Activities		Total	
	2023	2024	2023	2024	2023	2024
Land	\$ 50,421,718	\$ 49,706,513	\$ 5,949,176	\$ 5,947,603	\$ 56,370,894	\$ 55,654,116
Buildings & improvements	78,632,224	87,927,530	3,386,087	3,947,398	82,018,311	91,874,928
Infrastructure	116,359,245	115,984,504	-	-	116,359,245	115,984,504
Right-to-use lease assets	347,336	324,220	-	-	347,336	324,220
Right-to-use subscription assets	2,034,616	2,250,962	-	-	2,034,616	2,250,962
Machinery & equipment	10,760,894	11,677,586	910,687	1,832,108	11,671,581	13,509,694
Other	45,000	45,000	-	-	45,000	45,000
Water system	-	-	55,252,314	54,567,012	55,252,314	54,567,012
Wastewater system	-	-	47,087,606	48,413,465	47,087,606	48,413,465
Intangible assets	-	-	1,317,342	1,259,003	1,317,342	1,259,003
Construction in progress	29,056,068	30,359,120	14,246,068	20,116,430	43,302,136	50,475,550
Total	\$ 287,657,101	\$ 298,275,435	\$ 128,149,280	\$ 136,083,019	\$ 415,806,381	\$ 434,358,454

Major capital asset events during the current fiscal year included the following:

- Construction costs related to street and traffic improvements amount to approximately \$10,828,111.
- Construction costs related to water and sewer infrastructure amounted to approximately \$5,194,160.
- Cost of improvements to buildings for City Facilities amounted to \$2,566,707.
- Costs related to construction of City recreational facilities amounted to \$4,197,547.
- Approximately \$143,550 of water lines were donated by developers.
- Approximately \$788,854 of sewer lines were donated by developers.
- Streets and sidewalks worth approximately \$3,062,685 were donated by developers.

Additional information on the City's capital assets can be found in Note 4 in the notes to basic financial statements.

DEBT ADMINISTRATION

At the end of the current fiscal year, the City had total bonded debt issues of \$198,280,000. Of this amount, \$59,170,000 comprises of general obligation (GO) outstanding bonds debt backed solely by the full faith and credit of the City, \$137,045,000 represent certificate of obligation (CO) bonds secured by a combination of property taxes and a limited pledge of other revenues, and \$2,065,000 secured by revenues generated from the City's water and wastewater utility. The total GO and CO outstanding debt of \$196,215,000 includes self-supporting debt of \$52,214,768 paid with revenues generated from the City's water and wastewater utility, \$39,103,587 paid with revenue generated from sales tax dedicated to the Burleson 4B Community Service Corporation (Type 4B) and Burleson 4A Economic Development Service Corporation (Type A) and \$7,655,000 to be paid with tax revenues generated from the Reinvestment Zone Number Two reflected in the TIF 2 Fund, with the remaining balance of \$97,241,645 paid directly from the debt rate portion of the property tax rate.

Additional information on the City's outstanding debt can be found in Note 7 in the notes to basic financial statements.

Outstanding Debt at Year End

	Governmental Activities		Business-type Activities		Total	
	2023	2024	2023	2024	2023	2024
General obligation bonds	\$ 46,036,714	\$ 47,900,232	\$ 11,323,286	\$ 11,269,768	\$ 57,360,000	\$ 59,170,000
Certificate of obligation bonds	65,405,000	96,100,000	46,540,000	40,945,000	111,945,000	137,045,000
Utility system revenue bonds	-	-	2,285,000	2,065,000	2,285,000	2,065,000
	<u>\$ 111,441,714</u>	<u>\$ 144,000,232</u>	<u>\$ 60,148,286</u>	<u>\$ 54,279,768</u>	<u>\$ 171,590,000</u>	<u>\$ 198,280,000</u>

The City maintains favorable bond ratings as assigned from the following rating agencies:

	Moody's Investors <u>Service</u>	Standard & Poor's
General obligation bonds	Aa2	AA
Water & wastewater revenue bonds	A1	AA-
4A sales tax revenue bonds	NA	AA-
4B sales tax revenue bonds	NA	AA-

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

In the fiscal year 2025 budget, the City adopted a property tax rate of \$0.6627 per \$100 value, which was \$0.0302 more than the previous rate of \$0.6325 per \$100 value. Since 2020, the rate has been reduced by \$0.0573 cents, from \$0.7200 (2020) to \$0.6627 (2025). The 2025 budget also includes a three percent (3%) homestead exemption. The Council adopted an increase to five percent (5%) for tax year 2025 which will apply to the 2026 fiscal year and future years. The 2025 budget will raise more property taxes than the prior year budget by twelve percent (12%). The taxable value of an average residential property in Burleson increased by 6%. The tax revenue to be raised from new property added to the tax roll in fiscal year 2025 is \$1,258,438. Sales tax revenues are budgeted to increase by about 3% from fiscal year 2024 year-end projections and are budgeted at \$15,503,578. General Fund total revenues including transfers are budgeted at \$64,042,836, a ten percent (10%) increase from fiscal year 2024 budget. General Fund total expenditures are budgeted at \$63,267,928, a three percent (3%) increase from the prior year budget. The result is an increase to fund balance in the amount of \$774,908. This projected increase continues to maintain an unassigned fund balance at a level above the City's policy target of twenty percent (20%) of annual operating expenses.

The budget included an increase for both water and sewer utility services ranging from 5.9% to 6.6% depending on the amount of water consumed (i.e., 5.9% for customers above 5,000 gallons, 6.2% for customers above 10,000 gallons, and 6.6% for customers above 30,000 gallons). Water and Sewer Fund has a strong financial position and ability to continue meeting its debt obligations.

Solids waste operations are outsourced to a third-party vendor to handle the refuse and recycling of the community. The budgeted monthly rate is \$24.23, an increase of \$2.39 from the last fiscal year. Revenues and working capital are sufficient to meet the obligations.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Burleson's finances. Questions concerning any of the information provided in this report or requests for additional information may be obtained by contacting the City of Burleson, Attn: Finance Department, 141 West Renfro Street, Burleson, Texas 76028.

City of Burleson, Texas
Statement of Net Position
September 30, 2024

Exhibit A-1

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments	\$ 122,637,961	\$ 20,728,517	\$ 143,366,478
Receivables			
Taxes, net	742,610	-	742,610
Accounts, net	1,870,067	4,312,191	6,182,258
Leases	2,005,545	1,035,717	3,041,262
Due from other governmental units	5,043,520	-	5,043,520
Accrued interest	246,087	67,974	314,061
Inventories	22,375	553,976	576,351
Prepaid items	46,903	-	46,903
Internal balances	946,628	(946,628)	-
Total current assets	<u>133,561,696</u>	<u>25,751,747</u>	<u>159,313,443</u>
Noncurrent assets:			
Restricted cash and investments	-	14,840,147	14,840,147
Capital assets:			
Nondepreciable	80,110,633	26,087,447	106,198,080
Depreciable, net of depreciation/amortization	218,164,802	109,995,572	328,160,374
Total noncurrent assets	<u>298,275,435</u>	<u>150,923,166</u>	<u>449,198,601</u>
Total assets	<u>431,837,131</u>	<u>176,674,913</u>	<u>608,512,044</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charge on refunding	-	126,848	126,848
Deferred outflows related to pensions	11,046,887	975,084	12,021,971
Deferred outflows related to OPEB (RHP & SDBF)	420,256	37,096	457,352
Total deferred outflows of resources	<u>11,467,143</u>	<u>1,139,028</u>	<u>12,606,171</u>
LIABILITIES			
Accounts payable	5,583,605	6,347,107	11,930,712
Accrued liabilities	2,761,811	219,382	2,981,193
Accrued interest payable	511,172	157,335	668,507
Deposits payable	-	731,293	731,293
Unearned revenue	3,049,498	-	3,049,498
Current portion of:			
Bonds, leases, subscriptions, compensated absences, financed purchases	<u>14,330,383</u>	<u>4,940,585</u>	<u>19,270,968</u>
Total current liabilities	<u>26,236,469</u>	<u>12,395,702</u>	<u>38,632,171</u>
Noncurrent Liabilities			
Bonds, leases, subscriptions compensated absences, financed purchases	148,448,961	52,227,318	200,676,279
Net pension liability	26,506,978	2,339,709	28,846,687
Total OPEB liability (RHP & SDBF)	<u>5,026,217</u>	<u>443,653</u>	<u>5,469,870</u>
Total noncurrent liabilities	<u>179,982,156</u>	<u>55,010,680</u>	<u>234,992,836</u>
Total liabilities	<u>206,218,625</u>	<u>67,406,382</u>	<u>273,625,007</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred charge on refunding	210,596	-	210,596
Deferred inflows related to leased assets	1,945,771	947,228	2,892,999
Deferred inflows related to pensions	556,105	49,086	605,191
Deferred inflows related to OPEB (RHP & SDBF)	1,241,216	109,560	1,350,776
Total deferred inflows of resources	<u>3,953,688</u>	<u>1,105,874</u>	<u>5,059,562</u>
NET POSITION			
Net investment in capital assets	196,476,618	92,255,311	288,731,929
Restricted for			
Debt service	6,477,919	-	6,477,919
Public safety	186,838	-	186,838
Other purposes	566,737	-	566,737
Economic development/tourism	14,911,271	-	14,911,271
Parks and recreation	723,597	-	723,597
Library	87,575	-	87,575
Unrestricted	<u>13,701,406</u>	<u>17,046,374</u>	<u>30,747,780</u>
TOTAL NET POSITION	<u>\$ 233,131,961</u>	<u>\$ 109,301,685</u>	<u>\$ 342,433,646</u>

City of Burleson, Texas
Statement of Activities
For the Fiscal Year Ended September 30, 2024

Functions/Programs	Expenses	Program Revenues	
		Charges for Services	Operating Grants and Contributions
Primary Government			
Governmental activities:			
General government	\$ 10,207,283	\$ 4,465,295	\$ 706,306
Public safety	38,195,557	2,270,545	3,437,600
Public works	13,891,525	355,881	815,239
Community development	8,327,647	1,872,050	-
Library	1,819,145	33,950	-
Parks and recreation	10,230,231	2,544,041	296
Interest and other fees	4,370,179	-	-
Total governmental activities	<u>87,041,567</u>	<u>11,541,762</u>	<u>4,959,441</u>
Business type activities:			
Water and wastewater	27,370,058	26,261,130	-
Hidden Creek Golf Course	3,214,012	2,248,182	-
Solid waste	4,260,205	4,358,801	-
Cemetery	63,563	102,833	7,181
Total business-type activities	<u>34,907,838</u>	<u>32,970,946</u>	<u>7,181</u>
TOTAL PRIMARY GOVERNMENT	<u>\$ 121,949,405</u>	<u>\$ 44,512,708</u>	<u>\$ 4,966,622</u>

General revenues:
Taxes:
 Property
 Tax increment financing
 Sales and use
 Hotel occupancy taxes
Franchise fees based on gross receipts
Unrestricted investment earnings
Gain (loss) on disposal of capital assets
Transfers between governmental and business-type activities
 Total general revenues and transfers
Change in net position
Net position - beginning
Net position - ending

Program Revenues Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position		
	Governmental Activities	Business-Type Activities	Total
\$ -	\$ (5,035,682)	\$ -	\$ (5,035,682)
-	(32,487,412)	-	(32,487,412)
3,053,302	(9,667,103)	-	(9,667,103)
-	(6,455,597)	-	(6,455,597)
-	(1,785,195)	-	(1,785,195)
-	(7,685,894)	-	(7,685,894)
-	(4,370,179)	-	(4,370,179)
<u>3,053,302</u>	<u>(67,487,062)</u>	<u>-</u>	<u>(67,487,062)</u>
2,027,093	-	918,165	918,165
-	-	(965,830)	(965,830)
-	-	98,596	98,596
-	-	46,451	46,451
<u>2,027,093</u>	<u>-</u>	<u>97,382</u>	<u>97,382</u>
<u>\$ 5,080,395</u>	<u>\$ (67,487,062)</u>	<u>\$ 97,382</u>	<u>\$ (67,389,680)</u>
	37,912,361	-	37,912,361
	1,204,520	-	1,204,520
	30,091,181	-	30,091,181
	610,872	-	610,872
	4,168,878	-	4,168,878
	5,025,245	2,260,453	7,285,698
	(715,205)	(497,120)	(1,212,325)
	<u>(67,043)</u>	<u>67,043</u>	<u>-</u>
	<u>78,230,809</u>	<u>1,830,376</u>	<u>80,061,185</u>
	10,743,747	1,927,758	12,671,505
	<u>222,388,214</u>	<u>107,373,927</u>	<u>329,762,141</u>
	<u>\$ 233,131,961</u>	<u>\$ 109,301,685</u>	<u>\$ 342,433,646</u>

City of Burleson, Texas
Balance Sheet – Governmental Funds
September 30, 2024

Exhibit B-1

	<u>General</u>	<u>Bond Funded Capital Projects</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS				
Cash and investments	\$ 19,783,567	\$ 58,045,981	\$ 34,028,382	\$ 111,857,930
Receivables:				
Taxes, net	413,195	-	329,415	742,610
Accounts, net	1,720,974	-	46,688	1,767,662
Leases	1,814,185	-	191,360	2,005,545
Due from other governmental units	2,534,320	-	2,509,200	5,043,520
Accrued interest	50,858	55,247	111,410	217,515
Due from other funds	-	-	351,037	351,037
Prepaid items	42,000	-	4,903	46,903
Total Assets	<u>\$ 26,359,099</u>	<u>\$ 58,101,228</u>	<u>\$ 37,572,395</u>	<u>\$ 122,032,722</u>
LIABILITIES				
Accounts payable	\$ 805,889	\$ 3,517,455	\$ 545,470	\$ 4,868,814
Accrued liabilities	2,429,503	-	232,787	2,662,290
Unearned revenue	-	-	3,049,498	3,049,498
Total Liabilities	<u>3,235,392</u>	<u>3,517,455</u>	<u>3,827,755</u>	<u>10,580,602</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - mowing liens	56,135	-	-	56,135
Unavailable revenue - hotel occupancy taxes	-	-	40,042	40,042
Unavailable revenue - leased assets	1,766,086	-	179,685	1,945,771
Unavailable revenue - property taxes	405,730	-	168,634	574,364
Unavailable revenue - franchise fees	537,023	-	-	537,023
Total Deferred Inflows of Resources	<u>2,764,974</u>	<u>-</u>	<u>388,361</u>	<u>3,153,335</u>
FUND BALANCES				
Nonspendable:				
Prepaid items	42,000	-	4,903	46,903
Restricted:				
Debt service	-	-	6,989,091	6,989,091
Public safety	-	-	186,838	186,838
Parks and recreation	-	-	723,597	723,597
Library	-	-	87,575	87,575
Economic development	-	-	14,367,405	14,367,405
Tourism	-	-	543,866	543,866
Capital projects	-	54,583,773	-	54,583,773
Other purposes	-	-	566,737	566,737
Committed:				
Capital projects	-	-	9,886,267	9,886,267
Unassigned	20,316,733	-	-	20,316,733
Total Fund Balances	<u>20,358,733</u>	<u>54,583,773</u>	<u>33,356,279</u>	<u>108,298,785</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	<u>\$ 26,359,099</u>	<u>\$ 58,101,228</u>	<u>\$ 37,572,395</u>	<u>\$ 122,032,722</u>

The Notes to the Financial Statements are an integral part of this statement.

City of Burleson, Texas
Reconciliation of the Balance Sheet of Governmental
Funds to the Statement of Net Position
September 30, 2024

Exhibit B-2

Total fund balances - governmental funds	\$	108,298,785
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.		290,511,536
Internal service funds are used by the City's management for equipment maintenance and vehicle replacement. The assets and liabilities of certain internal service funds are included with governmental activities in the Statement of Net Position but are not included at the fund level.		15,370,366
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.		1,207,564
Long-term liabilities and related balance sheet items are not due and payable in the current period and therefore are not reported as liabilities in the funds.		
	\$	(152,089,632)
Bonds payable		(210,596)
Deferred charge on refunding		(279,435)
Leases payable		(511,172)
Accrued interest payable		(8,309,652)
Compensated absences (net of ISF of \$124,962)		(25,285,408)
Net pension liability (net of ISF of \$1,221,570)		10,537,793
Deferred outflows related to pensions (net of ISF of \$311,248)		(530,477)
Deferred inflows related to pensions (net of ISF of \$25,628)		(4,794,585)
Total SDBF & RHP OPEB liability (net of ISF of \$231,632)		400,889
Deferred outflows related to SDBF & RHP OPEB (net of ISF of \$19,367)		(1,184,015)
Deferred inflows related to SDBF & RHP OPEB (net of ISF of \$57,201)	\$	<u>(1,184,015)</u>
Combined adjustment		<u>(182,256,290)</u>
TOTAL NET POSITION - GOVERNMENTAL ACTIVITIES	\$	<u>233,131,961</u>

City of Burleson, Texas
Statement of Revenues, Expenditures
and Changes in Fund Balances - Governmental Funds
For the Fiscal Year Ended September 30, 2024

Exhibit B-3

	General	Bond Funded Capital Projects	Other Governmental Funds	Total Governmental Funds
REVENUES				
Property taxes	\$ 28,439,065	\$ -	\$ 10,103,452	\$ 38,542,517
Sales and use taxes	15,166,365	-	14,924,816	30,091,181
Hotel occupancy taxes	-	-	570,830	570,830
Franchise fees	4,109,919	-	37,816	4,147,735
Charges for services	5,194,210	-	2,532,417	7,726,627
Licenses and permits	1,562,939	-	-	1,562,939
Intergovernmental	1,120,077	-	2,315,892	3,435,969
Fines	736,244	-	53,121	789,365
Contributions and donations	-	-	915,508	915,508
Investment income	1,275,617	1,402,846	1,869,907	4,548,370
Mineral lease	-	-	178,153	178,153
Street assessments	-	-	112,303	112,303
Miscellaneous	1,409,661	-	375,448	1,785,109
Total Revenues	59,014,097	1,402,846	33,989,663	94,406,606
EXPENDITURES				
Current:				
General government	8,419,521	-	296,237	8,715,758
Public safety	32,901,457	-	2,208,394	35,109,851
Public works	7,323,533	24,998	61,273	7,409,804
Community development	4,492,895	-	3,663,804	8,156,699
Library	1,666,006	-	15,191	1,681,197
Parks and recreation	2,350,205	280,023	6,062,641	8,692,869
Capital outlay	484,303	16,362,589	2,002,273	18,849,165
Debt service:				
Principal retirement	64,118	-	9,126,429	9,190,547
Interest and fiscal agent charges	11,887	-	4,535,972	4,547,859
Debt issuance costs	-	363,607	113,658	477,265
Total Expenditures	57,713,925	17,031,217	28,085,872	102,831,014
Excess (deficiency) of revenues over (under) expenditures	1,300,172	(15,628,371)	5,903,791	(8,424,408)
OTHER FINANCING SOURCES (USES)				
Issuance of debt	-	42,370,000	8,900,232	51,270,232
Premium on debt issuance	-	2,692,780	845,644	3,538,424
Payment to escrow agent	-	-	(9,571,767)	(9,571,767)
Transfers in	1,162,961	-	10,173,003	11,335,964
Transfers out	(600,000)	(449,374)	(10,353,633)	(11,403,007)
Total other financing sources (uses)	562,961	44,613,406	(6,521)	45,169,846
Net change in fund balance	1,863,133	28,985,035	5,897,270	36,745,438
Fund balance, beginning	18,495,600	25,598,738	27,459,009	71,553,347
FUND BALANCE, ENDING	\$ 20,358,733	\$ 54,583,773	\$ 33,356,279	\$ 108,298,785

The Notes to the Financial Statements are an integral part of this statement.

City of Burleson, Texas

Exhibit B-4

**Reconciliation of the Statement of Revenues, Expenditures,
and Changes in Fund Balances - Governmental Funds
to the Statement of Activities
For the Fiscal Year Ended September 30, 2024**

Net change in fund balances - total governmental funds	\$	36,745,438
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeded depreciation in the current period.		
Capital outlay	\$	18,849,165
Depreciation (net of internal service funds)	<u>(11,013,866)</u>	7,835,299
The net effect of various miscellaneous transactions involving capital assets (i.e., sales and donations) is reported with governmental activities.		2,338,097
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		630,779
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.		(2,000,503)
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.		(45,236,889)
Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		9,982,899
Internal service funds are used by management to charge the costs of certain activities, such as equipment maintenance and vehicle replacement, to individual funds. The net revenue (expense) of certain internal service funds is reported with governmental activities.		<u>448,627</u>
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	\$	<u>10,743,747</u>

City of Burleson, Texas
Statement of Net Position – Proprietary Funds
September 30, 2024

Exhibit C-1

	Business-Type Activities Enterprise Funds			Internal Service Funds
	Water & Wastewater	Nonmajor Enterprise Funds	Total	
ASSETS				
Current assets:				
Deposits and investments	\$ 18,834,621	\$ 1,400,463	\$ 20,235,084	\$ 11,273,464
Receivables:				
Accounts, net	3,654,914	657,277	4,312,191	102,405
Leases	1,035,717	-	1,035,717	-
Accrued interest	58,287	8,376	66,663	29,883
Inventories	553,976	-	553,976	22,375
Total current assets	24,137,515	2,066,116	26,203,631	11,428,127
Noncurrent assets:				
Restricted deposits and investments	14,840,147	-	14,840,147	-
Capital assets, net	129,992,143	4,412,540	134,404,683	9,442,235
Total noncurrent assets	144,832,290	4,412,540	149,244,830	9,442,235
Total assets	168,969,805	6,478,656	175,448,461	20,870,362
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	125,975	873	126,848	-
Deferred outflows related to pensions	713,204	261,880	975,084	509,094
Deferred outflows related to OPEB (RHP & SDBF)	27,134	9,962	37,096	19,367
Total deferred outflows of resources	866,313	272,715	1,139,028	528,461
LIABILITIES				
Current liabilities:				
Accounts payable	5,556,072	791,035	6,347,107	714,791
Accrued liabilities	132,296	87,086	219,382	99,521
Accrued interest payable	156,128	1,207	157,335	-
Financed purchases	-	-	-	336,655
Subscription liabilities	-	-	-	389,526
Customer deposits	731,293	-	731,293	-
Due to other funds	-	351,037	351,037	-
Bonds, compensated absences	4,545,327	395,258	4,940,585	88,903
Total current liabilities	11,121,116	1,625,623	12,746,739	1,629,396
Noncurrent liabilities:				
Bonds, compensated absences	52,158,924	68,394	52,227,318	36,059
Financed purchases	-	-	-	886,808
Subscription liabilities	-	-	-	362,674
Net pension liability	1,711,331	628,378	2,339,709	1,221,570
Total OPEB liability (RHP & SDBF)	324,500	119,153	443,653	231,632
Total noncurrent liabilities	54,194,755	815,925	55,010,680	2,738,743
Total liabilities	65,315,871	2,441,548	67,757,419	4,368,139
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to leased assets	947,228	-	947,228	-
Deferred inflows related to pensions	35,903	13,183	49,086	25,628
Deferred inflows related to OPEB (RHP & SDBF)	80,135	29,425	109,560	57,201
Total deferred inflows of resources	1,063,266	42,608	1,105,874	82,829
NET POSITION				
Net investment in capital assets	86,551,417	4,025,558	90,576,975	9,442,235
Unrestricted	16,905,564	241,657	17,147,221	7,505,620
TOTAL NET POSITION	\$ 103,456,981	\$ 4,267,215	\$ 107,724,196	\$ 16,947,855
Net position of business-type activity internal service funds			2,173,080	
Adjustment to reflect activity between governmental and business-type activities			(595,591)	
Net position of business-type activities			<u>\$ 1,577,489</u>	

The Notes to the Financial Statements are an integral part of this statement.

City of Burleson, Texas
Statement of Revenues, Expenses,
and Changes in Net Position - Proprietary Funds
For the Fiscal Year Ended September 30, 2024

Exhibit C-2

	Business-Type Activities Enterprise Funds			Internal Service Funds
	Water & Wastewater	Nonmajor Enterprise Funds	Total	
OPERATING REVENUES				
Charges for goods and services	\$ 25,849,822	\$ 6,709,816	\$ 32,559,638	\$ 17,157,219
Penalties and interest	253,024	-	253,024	-
Miscellaneous	157,011	1,273	158,284	44,998
Mineral lease	-	7,181	7,181	-
Total operating revenues	26,259,857	6,718,270	32,978,127	17,202,217
OPERATING EXPENSES				
Water and wastewater services	17,044,165	-	17,044,165	-
Cost of golf operations	-	3,179,415	3,179,415	-
Cost of collecting revenues and other administrative expenses	5,603,404	-	5,603,404	10,623,539
Cost of cemetery operations	-	4,467	4,467	-
Cost of solid waste operations	-	4,268,271	4,268,271	-
Cost of equipment services	-	-	-	4,044,460
Materials, supplies, and cemetery lots	-	19,834	19,834	-
Depreciation	3,220,808	98,287	3,319,095	2,305,032
Total operating expenses	25,868,377	7,570,274	33,438,651	16,973,031
OPERATING INCOME (LOSS)	391,480	(852,004)	(460,524)	229,186
NON-OPERATING REVENUES (EXPENSES)				
Gain (loss) on disposition of capital assets	(642,746)	-	(642,746)	145,626
Investment income	2,143,882	70,778	2,214,660	560,995
Interest and fiscal agent charges	(1,705,999)	(20,622)	(1,726,621)	(38,327)
Total non-operating revenues (expenses)	(204,863)	50,156	(154,707)	668,294
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	186,617	(801,848)	(615,231)	897,480
Transfers in	46,038	1,230,004	1,276,042	-
Transfers out	(1,162,961)	(46,038)	(1,208,999)	-
Impact fees	1,094,689	-	1,094,689	-
Capital contributions	932,404	-	932,404	-
CHANGE IN NET POSITION	1,096,787	382,118	1,478,905	897,480
NET POSITION AT BEGINNING OF YEAR	102,360,194	3,885,097	106,245,291	16,050,375
NET POSITION AT END OF YEAR	\$ 103,456,981	\$ 4,267,215	\$ 107,724,196	\$ 16,947,855
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds			448,853	
Change in net position of business-type activities			\$ 1,927,758	

The Notes to the Financial Statements are an integral part of this statement.

City of Burleson, Texas
Statement of Cash Flows - Proprietary Funds
For the Fiscal Year Ended September 30, 2024

Exhibit C-3

	Business-Type Activities			Governmental
	Enterprise Funds			Activities
	Water & Wastewater	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 25,410,204	\$ 6,444,783	\$ 31,854,987	\$ -
Refunds of customer deposits	(9,455)	-	(9,455)	-
Receipts from interfund services provided	-	-	-	17,065,977
Payments to suppliers and service providers	(13,704,895)	(5,884,624)	(19,589,519)	(11,427,065)
Payments to employees for salaries and benefits	(3,157,770)	(1,415,834)	(4,573,604)	(2,673,581)
Payments to other funds for services provided	(4,100,708)	176,065	(3,924,643)	(5,019)
Other receipts	-	7,181	7,181	44,998
Net cash provided by (used in) by operating activities	4,437,376	(672,429)	3,764,947	3,005,310
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Payments from other funds	46,038	1,230,004	1,276,042	-
Payments to other funds	(1,162,961)	(46,038)	(1,208,999)	-
Net cash provided by (used in) noncapital financing activities	(1,116,923)	1,183,966	67,043	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Receipts from sale of capital assets	-	-	-	145,626
Principal paid on bonds/subsription liabilities/financed purchases	(8,340,000)	(723,286)	(9,063,286)	(706,210)
Interest payments on bonds/ subsription liabilities	(2,187,925)	(31,269)	(2,219,194)	(38,327)
Proceeds of bond issuance	3,053,461	361,714	3,415,175	-
Impact fees	1,094,689	-	1,094,689	-
Loss on disposition of capital assets	(642,746)	-	(642,746)	-
Acquisition of capital assets	(9,196,106)	(223,330)	(9,419,436)	(2,027,756)
Net cash provided by (used in) capital and related financial activities	(16,218,627)	(616,171)	(16,834,798)	(2,626,667)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received	2,113,894	64,500	2,178,394	542,469
Net cash used in investing activities	2,113,894	64,500	2,178,394	542,469
Net increase (decrease) in cash and cash equivalents	(10,784,280)	(40,134)	(10,824,414)	921,112
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR (including restricted deposits and investments of \$22,956,802 in the water and wastewater fund)	44,459,048	1,440,597	45,899,645	10,352,450
CASH AND CASH EQUIVALENTS - END OF YEAR (including restricted deposits and investments of \$14,840,147 in the water and wastewater fund)	\$ 33,674,768	\$ 1,400,463	\$ 35,075,231	\$ 11,273,562

The Notes to the Financial Statements are an integral part of this statement.

City of Burleson, Texas
Statement of Cash Flows - Proprietary Funds - Continued
For the Fiscal Year Ended September 30, 2024

Exhibit C-3

	Business-Type Activities Enterprise Funds			Governmental Activities
	Water & Wastewater	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:				
Operating income (loss)	\$ 391,480	\$ (852,004)	\$(460,524)	\$ 229,186
Depreciation	3,220,808	98,287	3,319,095	2,305,032
Change in operating assets and liabilities:				
(Increase) decrease in accounts receivable	(819,391)	(266,306)	(1,085,697)	(91,242)
(Increase) decrease in leases receivable	12,475	-	12,475	-
(Increase) decrease in inventories	(60,014)	-	(60,014)	3,253
(Increase) decrease in deferred outflows related to pension	270,039	69,183	339,222	140,168
(Increase) decrease in deferred outflows related to OPEB	10,893	2,866	13,759	5,764
Increase (decrease) in accounts payable	1,572,374	56,598	1,628,972	361,983
Increase (decrease) in accrued liabilities	13,776	29,781	43,557	31,002
Increase (decrease) in unearned revenue	-	-	-	-
Increase (decrease) in deposits payable	(9,455)	-	(9,455)	-
Increase (decrease) in due to other funds	-	176,065	176,065	(5,019)
Increase (decrease) in compensated absences	32,295	-	32,295	12,785
Increase (decrease) in net pension liability and total OPEB liability	(213,513)	(10,044)	(223,557)	(32,301)
Increase (decrease) in deferred inflows related to leased assets	(42,737)	-	(42,737)	-
Increase (decrease) in deferred inflows related to pension	35,903	13,183	49,086	25,628
Increase (decrease) in deferred inflows related to OPEB	22,443	9,962	32,405	19,071
Net cash provided by (used in) operating activities	4,437,376	(672,429)	3,764,947	3,005,310
Noncash capital and related financing activities:				
Contributions from developers	932,404	-	932,404	-
Total noncash capital and related financing activities	\$ 932,404	\$ -	\$ 932,404	\$ -

The Notes to the Financial Statements are an integral part of this statement.

THE CITY OF
BURLESON
TEXAS

City of Burleson, Texas

Notes to the Financial Statements

Note 1. Summary of Significant Accounting Policies

The City's major operations include public safety, public works, culture, recreation, and community development. In addition, the City owns and operates a water and wastewater system, solid waste system, a golf course, and a cemetery.

The accounting policies of the City conform to generally accepted accounting principles as applicable to governmental units. The following is a summary of more significant policies.

A. Reporting Entity

The City of Burleson, Texas (the "City") Home Rule Charter was adopted by the voters at an election held on April 5, 1969. The City operates under a Council-Manager form of government. As required by the accounting principles generally accepted in the United States of America, the basic financial statements present the City (primary government) and its component units.

The Burleson Community Service Development Corporation ("BCSDC") was incorporated June 25, 1993 as a nonprofit industrial development corporation under the Development Corporation Act of 1979 ("Act"). The Corporation is organized exclusively for the purposes of benefiting and accomplishing public purposes of, and to act on behalf of, the City, and the specific purposes for which the Corporation is organized. This includes the construction and renovation of municipal buildings and other facilities. Although it is legally separate from the City, the BCSDC is reported as if it were part of the primary government (blended) because its Board of Directors is substantively the same as the City Council. Separate financial statements for the BCSDC are not available.

The Burleson 4A Economic Development Corporation (the "4A Corporation") was incorporated September 28, 2000. The Corporation as organized is to promote and provide for economic development within the City and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City by developing, implementing, providing, and financing projects under the Act and as defined in Section 4A of the Act. Although it is legally separate from the City, the 4A Corporation is reported as a blended component unit because its Board of Directors is substantively the same as the City Council. Separate financial statements for the 4A Corporation are not available.

Tax Increment Finance Reinvestment Zone Number Two (TIF 2) was formed to finance and make public improvements serving only the City, under the authority of the Tax Increment Financing Act. The TIF is governed by a five-member board of directors, of which four members are appointed by the City Council. Although it is legally separate from the City, the TIF is reported as a blended component unit because its Board of Directors is substantively the same as the City Council. Separate financial statements for TIF 2 are not available.

B. Basic Financial Statements

The basic financial statements include both government-wide financial statements (based on the City as a whole) and fund financial statements. The focus is on either the City as a whole or major individual funds (within the fund financial statements). Both the government-wide and fund financial statements categorize activities as either governmental or business-type activities.

The government-wide Statement of Net Position is, (a) presented for the primary government distinguishing between the governmental and business-type activities columns, and (b) reflected on a full accrual economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable within a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

City of Burleson, Texas

Notes to the Financial Statements

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the respective fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Measurement focus refers to what is being measured and basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the time of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. Debt service expenditures and expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees, sales taxes, hotel occupancy taxes and investment income (including unrealized gains and losses) are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred, all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The ***General Fund*** is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

The ***Bond-Funded Capital Projects Fund*** is used to account for the acquisition and construction of various capital facilities and is funded by various sales tax revenue and general obligation bonds.

The City reports the following major enterprise fund:

The ***Water/Wastewater Fund*** is used to account for the provision of water and sewer services to residents of the City and certain nonresidents. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, financing and related debt service and billing and collection.

Internal Service Funds are used to account for goods and services provided to City departments such as equipment and information technology services, the purchase of vehicles and equipment, and health self-insurance program.

Generally, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and wastewater fund and various other funds of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various funds concerned.

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Deposits and Investments

Substantially all operating deposits and investments are maintained in pooled deposit and investment accounts. Investment income relating to pooled deposits and investments is allocated to the individual funds primarily based on each fund's pro rata share of the total deposits and investments. For purposes of cash flows, the City considers cash on hand, demand deposits, and investments with original maturities of three months or less to be cash equivalents.

City of Burleson, Texas

Notes to the Financial Statements

Legal provisions generally permit the City to invest in direct obligations of the Federal government, municipal investment pools and interest-bearing deposit accounts. During the year ended September 30, 2024, the City did not own any types of securities other than those permitted by state law.

2. Interfund Receivables and Payables

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e., the noncurrent portion of inter-fund loans). All other outstanding balances between funds are reported as due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

3. Receivables – Property Taxes

All trade and property tax receivables are shown net of an allowance for uncollectible receivables. Trade accounts receivable in excess of 60 days comprise the trade accounts receivable allowance for uncollectible receivables. The net property tax receivable is comprised of the property tax revenues collected within 60 days after year end. The City believes amounts remaining uncollected at sixty days after year-end are generally uncollectible.

The City's property taxes are levied on October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the City. Assessed values are established at 100% of estimated market value. The assessed value, net of exemptions, upon which the fiscal year 2024 levy was based, was approximately \$6,336,193,311. Property taxes attach as an enforceable lien on property as of January 1. Taxes are due by January 31 following the October 1 levy date and are considered delinquent after January 31 of each year.

General property taxes are limited by the Texas Constitution to \$2.50 per \$100 assessed valuation. The City's Home Rule Charter authorizes assessment, levy, and collection of property taxes: a) at a rate not exceeding \$1.00 per \$100 of assessed valuation for the purpose of paying the general governmental operating costs of the City and b) at a rate sufficient to pay the principal and interest on bonds of the City. The City's combined tax rate for the year ended September 30, 2024 was \$0.6325 per \$100 of assessed valuation.

4. Lease Receivable – Lessor

The City is a lessor for noncancelable leases of property and equipment. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgements related to leases include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease.

Lease payments included in the measurement of the lease receivable are composed of fixed payments from the lessee, variable payments from the lessee that are fixed in substance or that depend on an index or a rate, residual value guarantee payments from the lessee that are fixed in substance, and any lease incentives that are payable to the lessee.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflow of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

5. Inventories

All inventories are valued using the average cost method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

City of Burleson, Texas

Notes to the Financial Statements

6. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

7. Restricted Assets

Certain bond proceeds, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants.

8. Capital Assets

Capital assets, which include land, buildings, improvements, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), purchased or acquired, are carried at historical cost, or estimated historical cost if historical cost is not available. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed. A capitalization threshold of \$5,000 is used for all capital assets. Depreciation on capital assets is calculated on the straight-line basis over the following estimated useful lives. Right-to-use assets are amortized over the shorter of the useful life or duration of the lease using the straight-line method.

Buildings	30 - 50 Years
Machinery and equipment	5 - 30 Years
Vehicles	5 - 30 Years
Water and sewer system	50 Years
Improvements other than building	20 Years
Infrastructure	15 - 40 Years

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest accrued during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

9. Compensated Absences

Vacation and sick leave are granted to City employees in varying amounts. The City accrues vacation benefits as they are earned. In the event of termination, an employee is reimbursed for accumulated unused vacation days if the employee has at least six months service. The City's policy regarding unused sick leave allows terminated employees with at least five years of service to receive reimbursement of accumulated unused sick leave.

10. Leases Payable - Lessee

The City is a lessee for noncancelable leases of equipment. The City recognizes a lease liability, reported with long-term debt, and a right-to-use lease asset, reported with other capital assets, in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of the lease term or its useful life.

Key estimates and judgements related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease.
- Lease payments included in the measurement of the liability are composed of fixed payments, variable payments fixed in substance or that depend on an index or a rate, purchase option price that the City is reasonably certain to exercise, lease incentives receivable from the lessor, and any other payments that are reasonably certain of being required based on an assessment of all relevant factors.

City of Burleson, Texas

Notes to the Financial Statements

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

11. Subscription-Based Information Technology Arrangements (SBITAs)

The City has noncancellable contracts with SBITA vendors for the right to use information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets). The City recognizes a subscription liability, reported with long-term debt, and a right-to-use subscription asset (an intangible asset), reported with other capital assets, in the government-wide and proprietary fund financial statements. The City recognizes subscription liabilities with an initial, individual value of \$5,000 or more.

At the commencement of an SBITA, the City initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of SBITA payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for SBITA payments made at or before the SBITA commencement date, plus certain initial implementation costs. Subsequently, the subscription asset is amortized on a straight-line basis over the shorter of the subscription term or the useful life of the underlying IT assets.

Key estimates and judgments related to SBITAs include how the City determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) subscription payments.

- The City uses the interest rate charged by the SBITA vendor as the discount rate. When the interest rate charged by the SBITA vendor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for SBITAs.
- The subscription term includes the noncancellable period of the SBITA.
- Subscription payments included in the measurement of the subscription liability are composed of fixed payments, variable payments fixed in substance or that depend on an index or a rate, termination penalties if the City is reasonably certain to exercise such options, subscription contract incentives receivable from the SBITA vendor, and any other payments that are reasonably certain of being required based on an assessment of all relevant factors.

The City monitors changes in circumstances that would require a remeasurement of its SBITAs and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

12. Pensions

For purposes of measuring the Net Pension Liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

13. Other Post-Employment Benefits

TMRS Supplemental Death Benefits Fund. The City participates in the Texas Municipal Retirement System Supplemental Death Benefit Fund (TMRS SDBF), which is an optional single employer defined benefit life insurance plan that is administered by TMRS. It provides death benefits to active and, if elected, retired employees of participating employers. For purposes of measuring the total TMRS SDBF OPEB liability, related deferred outflows and inflows of resources, and expense, City specific information about its total TMRS SDBF liability and additions to/deductions from the City's total TMRS SDBF liability have been determined on the same basis as they are reported by TMRS. The TMRS SDBF expense and deferred (inflows)/outflows of resources related to TMRS SDBF, primarily result from changes in the components of the total TMRS SDBF liability. Most changes in the total TMRS SDBF liability will be included in TMRS SDBF expense in the period of the change. For example, changes in the total TMRS SDBF liability resulting from current-period service cost, interest on the TOL, and changes of benefit terms are required to be included in TMRS SDBF expense immediately. Changes in the total TMRS SDBF liability that have not been included in TMRS SDBF expense are required to be reported as deferred outflows of resources or deferred inflows of resources related to TMRS SDBF.

City of Burleson, Texas

Notes to the Financial Statements

Retiree Health Insurance. For purposes of measuring the total OPEB liability, OPEB related deferred outflows and inflows of resources, and OPEB expense, benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Contributions are not required but are measured as payments by the City for benefits due and payable that are not reimbursed by plan assets. Information regarding the City's total OPEB liability is obtained from a report prepared by a consulting actuary.

14. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The City has the following items that qualify for reporting in this category.

- Deferred charges on refunding – A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Pension and OPEB contributions after measurement date – These contributions are deferred and recognized in the following fiscal year.
- Pension and OPEB changes in actuarial assumptions and other inputs – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Pension and OPEB difference in expected and actual economic experience is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five-year period.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has the following types of items that qualify for reporting in this category.

- Pension and OPEB changes in actuarial assumptions and other inputs – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- OPEB difference in expected and actual economic experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

Unavailable revenue is reported only in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available

15. Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. To calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are applied.

It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

16. Fund Balance Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). To calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

City of Burleson, Texas

Notes to the Financial Statements

17. Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Council has by resolution authorized the City Manager to assign fund balance. The City Council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

It is the goal of the City that unassigned fund balance of the General Fund should be at least 20% of General Fund annual expenditures. This percentage is the equivalent of 73 days of expenditures. To adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will take action to reduce the fund balance if the unassigned fund balance grows beyond 90 days of expenditures. At September 30, 2024, the General Fund unassigned fund balance equated to 128 days of expenditures.

E. Revenues and Expenditures/Expenses

1. Program Revenues

Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

2. Proprietary Funds Operating And Nonoperating Revenues and Expenses

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with proprietary fund's principal ongoing operations. The principal operating revenues of enterprise funds and internal service funds are charges to customers for sales and services.

Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

F. Budgetary Information

Budget Policy – Prior to September 1, the City Manager submits to the City council a proposed operating budget for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them. The proposed budget and all supporting schedules are filed with the City Secretary when submitted to the City Council. Public hearings are conducted to obtain taxpayer comments. Prior to September 30, the budget is adopted by affirmative vote of a majority of the members of the City Council.

Annual operating budgets are prepared on a budgetary basis for the General Fund, Debt Service funds and all special revenue funds except for the Grants Fund, COVID Relief Grants Fund, and Other Special Revenue Funds. Budgetary data for capital projects funds is budgeted over the life of the respective project and not on an annual basis.

Budgetary Data – Budget amounts presented in the required supplementary information reflect the original budget and the amended budget, which has been adjusted for legally authorized revisions to the annual budget during the year. Appropriations, except remaining project appropriations and encumbrances, lapse at the end of each fiscal year.

City of Burleson, Texas
Notes to the Financial Statements

G. Accounting Pronouncements

The Government Accounting Standards Board (GASB) pronouncements effective in fiscal years 2024 and beyond are listed below:

GASB Statement No. 99, Omnibus 2022 (GASB 99), enhances comparability in accounting and financial reporting and improves consistency of authoritative literature by addressing 1) practice issues that have been identified during implementation and application of certain GASB statements and 2) accounting and financial reporting for financial guarantees. The requirements related to extension of the use of LIBOR, accounting for SNAP distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification of certain provisions in Statement 34, as amended, and terminology updates related to Statement 53 and Statement 63 are effective upon issuance. The requirements related to leases were implemented in the City's fiscal year 2022 financial statements in conjunction with GASB 87. The requirements related to PPPs and SBITAs are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. These requirements for GASB 99 were implemented in the City's fiscal year 2023 financial statements in conjunction with GASB 94 and GASB 96. The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter. These requirements for GASB 99 were implemented in the City's fiscal year 2024 financial statements with no impact to amounts previously reported.

GASB Statement No. 100, Accounting Changes and Error Corrections (GASB 100), enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This statement 1) defines accounting changes and corrections of errors; 2) prescribes the accounting and financial reporting for each type of accounting change and error corrections; and 3) clarifies required note disclosures. The requirements of this statement are effective for reporting periods beginning after June 15, 2023, with earlier application encouraged. GASB 100 was implemented in the City's fiscal year 2024 financial statements with no impact to amounts previously reported.

GASB Statement No. 101, Compensated Absences (GASB 101), improves the information needs of financial statements users by updating the recognition and measurement guidance for compensated absences under a unified model and amending certain previously required disclosures. The requirements of this statement are effective for reporting periods beginning after December 15, 2023, with earlier application encouraged. GASB 101 will be implemented in the City's fiscal year 2025 financial statements and the impact has not yet been determined.

GASB Statement No. 102, Certain Risk Disclosures (GASB 102), improves financial reporting by providing users of financial statements with essential information regarding certain concentrations of constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact. The requirements of this statement are effective for reporting periods beginning after June 15, 2024, with earlier application encouraged. GASB 102 will be implemented in the City's fiscal year 2025 financial statements and the impact has not yet been determined.

GASB Statement No. 103, Financial Reporting Model Improvements (GASB 103), improves key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This statement also addresses certain application issues. The requirements of this statement are effective for reporting periods beginning after June 15, 2025, with earlier application encouraged. GASB 103 will be implemented in the City's fiscal year 2026 financial statements and the impact has not yet been determined.

GASB Statement No. 104, Disclosure of Certain Capital Assets (GASB 104), establishes requirements for certain types of capital assets to be disclosed separately in the capital assets note disclosures. It also establishes requirements for capital assets held for sale, including additional disclosures for those capital assets. The requirements of this statement are effective for reporting periods beginning after June 15, 2025, with earlier application encouraged. GASB 104 will be implemented in the City's fiscal year 2026 financial statements and the impact has not yet been determined.

City of Burleson, Texas
Notes to the Financial Statements

H. Oil and Gas Royalties

The City receives royalties related to various oil and gas leases for which the City acts as lessor. The royalties are generally payable to the City when production begins at the lease site, and revenue is recognized at the time the royalty is earned and considered measurable and available if received within 60 days of year-end.

Note 2. Cash and Investments

A. Cash Deposits with Financial Institutions

State statutes authorize the City's cash to be deposited in demand deposits, time deposits, or certificates of deposit, and require that all deposits be fully collateralized or insured.

Custodial Credit Risk – Deposits. Custodial credit risk for deposits is the risk that, in the event of failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The City's policy requires that all deposits with financial institutions must be collateralized to the extent not protected by FDIC insurance.

At September 30, 2024, the carrying amount of the City's deposits was \$88,228,639. The bank balances were entirely covered either by Federal Depository Insurance or by collateral held by the City's agent in the City's name.

B. Investments

In accordance with the Texas Public Funds Investment Act (PFIA) and the City's investment policy, the City invests in:

- a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks.
- b. Direct obligations of the State of Texas or its agencies and instrumentalities.
- c. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States.
- d. Obligations of states, agencies, counties, cities, and other political subdivisions of the State of Texas rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- e. Financial institution deposits that, are issued by a state or national bank that a) has its main office or a branch office in Texas and is guaranteed or insured by the FDIC or its successor, b) is secured by obligations in a manner and amount provided by law and this Investment Policy for deposits of the City, or c) is placed in a manner that meets the requirements of the PFIA.
- f. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the City, held in the City's account, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Repurchase Agreement must be signed by the counter-party prior to investment in a repurchase agreement. All repurchase agreement transactions must have a market value of purchased securities greater than or equal to 102 percent of the total balance of the agreement.
- g. Money Market Mutual funds that: (1) are registered and regulated by the Securities and Exchange Commission, (2) seek to maintain a net asset value of \$1.0000 per share, and (3) are rated AAA by at least one nationally recognized rating service.

City of Burleson, Texas
Notes to the Financial Statements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles, which provides a framework for measuring fair value by establishing a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2 inputs are inputs—other than quoted prices included within Level 1—that are observable for an asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for an asset or liability.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

As of September 30, 2024, the City had the following cash and investments:

	September 30, 2024	(Level 1)	(Level 2)	(Level 3)	Percent of Total Investment Portfolio	Weighted Average Maturity (Days)*
Cash	\$ 18,560,879	\$ -	\$ -	\$ -	N/A	N/A
Investments measured at net asset value/amortized cost per share:						
Investment pools:						
TexPool	4,861,555	-	-	-	3.5%	31
LOGIC	49,875,382	-	-	-	35.7%	73
Investments by fair value level:						
Certificates of Deposit	69,682,564	69,682,564	-	-	49.9%	243
U.S. Agency Securities	10,171,167	10,171,167	-	-	7.3%	591
U.S. Treasury Bonds	5,055,078	5,055,078	-	-	3.6%	396
Total investments	139,645,746	84,908,809	-	-		
Total cash and investments	\$ 158,206,625	\$ 84,908,809	\$ -	\$ -		

* Portfolio weighted average maturity (days) = 206

Investment Pools

Investment pools are not categorized as to investment risk since specific securities relating to the City cannot be identified. Under the TexPool Participation Agreement, administrative and investment services to TexPool are provided by Federated Investors, Inc. through an agreement with the State of Texas Comptroller of Public Accountants. The State Comptroller is the sole officer, director, and shareholder of the Texas Treasury Safekeeping Trust Company authorized to operate TexPool. TexPool investment pools are measured at amortized cost.

Under the LOGIC Participation Agreement, administrative and investment services to LOGIC are provided by Hilltop Securities, Inc. and JP Morgan Asset Management, Inc. as co-administrators. The administrators settle all trades for LOGIC and secure and value its assets every day. The fair value of the City’s position in these pools is the same as the value of the pool shares. LOGIC investment pool is measured at net asset value.

The City’s investment pools each have a redemption notice period of one day and may redeem daily. The investment pools’ authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium or national state of emergency that affects the pool’s liquidity.

City of Burleson, Texas

Notes to the Financial Statements

Investment income includes realized and unrealized gains and losses on investments during the fiscal year. The calculation of realized gains and losses is independent of the calculation of the change in fair value of investments. Realized gains and losses of the current year include the cumulative effects of unrealized gains and losses incurred in prior years as a result of changes in fair value. For the fiscal year ended September 30, 2024, net investment income includes \$6,321,256 in realized gains resulting from the City's sale and/or redemption of its investments and \$613,732 in unrealized losses resulting from non-cash, temporary changes in fair value that are expected to smooth out over the long term life of the investments.

Credit Risk and Concentration of Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized rating agency.

The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration risk, the risk of loss attributed to the magnitude of investment in a single issuer, by limiting investments to the safest types of issuers, pre-qualifying the financial institutions and brokers/dealers with which the City will do business, and diversifying the investment portfolio so that potential losses on individual issuers will be minimized, as appropriate.

Local government investment pools in Texas are required to be rated AAA or equivalent by at least one nationally recognized securities rating organization. As of September 30, 2024, the City's investments in investment pools were all rated AAAM by Standard & Poor's.

Interest Rate Risk

The City will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates. The City will structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity; invest funds primarily in certificates of deposit, shorter term securities, financial institution deposits, or money market mutual funds and local government investment pools whose investment objectives include maintaining a stable \$1.00 net share value; and diversify maturities and stagger purchase dates to minimize the impact of market movements over time.

Safekeeping and Custodial Agreements

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. The City shall approve all third party custodians for the holding of securities pledged to the City as collateral to secure financial institution deposits.

Collateral Policy

The City has established a collateral policy in compliance with Government Code Chapter 2257, Public Funds Collateral Act. Deposits secured with irrevocable letters of credit shall have 100% of principal plus anticipated interest of the deposit, less any amount insured by the FDIC. Deposits secured with pledged marketable securities shall have a market value 13 equal to or greater than 102% of the principal plus accrued interest of the deposit, less any amount insured by the FDIC. All deposits shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards financial institution deposits. Financial institutions serving as City Depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including: the agreement must be in writing, the agreement has to be executed by the Depository and City contemporaneously with the acquisition of the asset, the agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City, and the agreement must be part of the Depository's "official record" continuously since its execution.

City of Burleson, Texas
Notes to the Financial Statements

Note 3. Receivables and Deferred Inflows of Resources

Receivables as of September 30, 2024 for the City’s individual major funds, and nonmajor funds in the aggregate, including the applicable allowances for uncollectible amounts, are as follows:

	Governmental Funds			
	General	Bond Funded Capital Projects	Other Nonmajor Governmental Funds	Total Governmental Funds
Receivables:				
Taxes	\$ 541,094	\$ -	\$ 377,250	\$ 918,344
Accounts	1,720,974	-	63,906	1,784,880
Leases	1,814,185	-	191,360	2,005,545
Intergovernmental	2,534,320	-	2,509,200	5,043,520
Interest	50,858	55,247	111,410	217,515
Gross receivables	<u>6,661,431</u>	<u>55,247</u>	<u>3,253,126</u>	<u>9,969,804</u>
Less: allowance for uncollectibles	<u>(127,899)</u>	<u>-</u>	<u>(65,053)</u>	<u>(192,952)</u>
Net total receivables	<u>\$ 6,533,532</u>	<u>\$ 55,247</u>	<u>\$ 3,188,073</u>	<u>\$ 9,776,852</u>
Deferred inflows of resources:				
Mowing liens	\$ 56,135	\$ -	\$ -	\$ 56,135
Hotel occupancy taxes	-	-	40,042	40,042
Leases	1,766,086	-	179,685	1,945,771
Property taxes	405,730	-	168,634	574,364
Franchise fees	537,023	-	-	537,023
Total deferred inflows	<u>\$ 2,764,974</u>	<u>\$ -</u>	<u>\$ 388,361</u>	<u>\$ 3,153,335</u>
	Enterprise Funds			
	Water and Wastewater	Other Non-major	Enterprise Funds Total	Internal Service Funds
Receivables:				
Accounts	\$ 2,375,720	\$ 457,838	\$ 2,833,558	\$ 102,405
Unbilled	1,360,479	210,780	1,571,259	-
Leases	1,035,717	-	1,035,717	-
Interest	58,287	8,376	66,663	29,883
Gross receivables	<u>4,830,203</u>	<u>676,994</u>	<u>5,507,197</u>	<u>132,288</u>
Less: allowance for uncollectibles	<u>(81,285)</u>	<u>(11,341)</u>	<u>(92,626)</u>	<u>-</u>
Net total receivables	<u>\$ 4,748,918</u>	<u>\$ 665,653</u>	<u>\$ 5,414,571</u>	<u>\$ 132,288</u>

City of Burleson, Texas
Notes to the Financial Statements

Leases Receivable

The City has entered into multiple lease agreements as lessor. The leases allow the right-to-use of land, buildings, and infrastructure to other organizations over the term of the lease. The City receives annual and monthly payments at the interest rate stated or implied within the leases. The interest rates for these leases is 3.5%. As of September 30, 2024, the City has \$1,814,185 remaining in lease receivables and \$1,766,086 remaining in deferred inflows recorded in the General Fund, \$191,360 remaining in lease receivables and \$179,685 remaining in deferred inflows recorded in the Nonmajor Governmental Funds, and \$1,035,717 remaining in lease receivables and \$947,228 remaining in deferred inflows recorded in the Water and Wastewater Fund.

As of September 30, 2024, expectation of lease receipts through the expiration of all leases is as follows:

Fiscal Year Ending	Lease Principal	Lease Interest	Totals
2025	\$ 49,068	\$ 67,176	\$ 116,244
2026	56,915	66,155	123,070
2027	63,255	64,157	127,412
2028	70,004	61,936	131,940
2029	78,397	59,464	137,861
2030-2034	506,113	250,342	756,455
2035-2039	682,374	152,367	834,741
2040-2042	499,419	27,733	527,152
Total governmental activities	\$ 2,005,545	\$ 749,330	\$ 2,754,875
Fiscal Year Ending	Lease Principal	Lease Interest	Totals
2025	\$ 14,412	\$ 36,025	\$ 50,437
2026	16,462	35,488	51,950
2027	18,631	34,878	53,509
2028	20,924	34,189	55,113
2029	23,349	33,418	56,767
2030-2034	158,118	152,307	310,425
2035-2039	242,140	117,728	359,868
2040-2044	262,196	68,944	331,140
2045-2049	177,661	34,534	212,195
2050-2052	101,824	4,253	106,077
Total business-type activities	\$ 1,035,717	\$ 551,764	\$ 1,587,481

City of Burleson, Texas
Notes to the Financial Statements

Note 4. Capital Assets

Capital asset activity for the year ended September 30, 2024 was as follows:

	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Governmental activities:					
Capital assets not being depreciated or amortized:					
Land	\$ 50,421,718	\$ -	\$ (715,205)	\$ -	\$ 49,706,513
Construction in progress	29,056,035	14,533,793	-	(13,230,708)	30,359,120
Historical/Artwork collections	45,000	-	-	-	45,000
Total capital assets not being depreciated or amortized	79,522,753	14,533,793	(715,205)	(13,230,708)	80,110,633
Capital assets being depreciated or amortized:					
Buildings and improvements	112,837,441	2,083,409	-	10,738,830	125,659,680
Infrastructure	203,000,426	3,133,480	-	2,491,878	208,625,784
Right-to-use lease assets	631,520	-	-	-	631,520
Right-to-use subscription assets	2,279,880	518,490	-	-	2,798,370
Machinery and equipment	34,431,013	4,057,564	-	-	38,488,577
Total capital assets being depreciated or amortized	353,180,280	9,792,943	-	13,230,708	376,203,931
Less accumulated depreciation/amortization for:					
Buildings	(34,205,217)	(3,526,933)	-	-	(37,732,150)
Infrastructure	(86,641,181)	(6,000,099)	-	-	(92,641,280)
Right-to-use lease assets	(284,184)	(23,116)	-	-	(307,300)
Right-to-use subscription assets	(245,264)	(302,144)	-	-	(547,408)
Machinery and equipment	(23,670,119)	(3,140,872)	-	-	(26,810,991)
Total accumulated depreciation/amortization	(145,045,965)	(12,993,164)	-	-	(158,039,129)
Total capital assets being depreciated or amortized, net	208,134,315	(3,200,221)	-	13,230,708	218,164,802
Governmental activities capital assets, net	\$ 287,657,068	\$ 11,333,572	\$ (715,205)	\$ -	\$ 298,275,435
Business-type activities:					
Capital assets not being depreciated:					
Land	\$ 5,949,176	\$ -	\$ (1,573)	\$ -	\$ 5,947,603
Construction in progress	14,246,068	9,792,596	-	(3,922,234)	20,116,430
Total capital assets not being depreciated	20,195,244	9,792,596	(1,573)	(3,922,234)	26,064,033
Capital assets being depreciated:					
Water systems	79,291,693	143,550	-	875,554	80,310,797
Wastewater systems	65,365,855	788,854	-	1,901,197	68,055,906
Infrastructure	30,524	-	-	-	30,524
Buildings and improvements	7,949,999	155,219	(832,692)	1,145,483	8,418,009
Machinery and equipment	4,210,554	1,341,095	(244,291)	-	5,307,358
Intangible assets	3,047,865	-	-	-	3,047,865
Total capital assets being depreciated	159,896,490	2,428,718	(1,076,983)	3,922,234	165,170,459
Less accumulated depreciation for:					
Water systems	(24,039,379)	(1,704,406)	-	-	(25,743,785)
Wastewater systems	(18,278,249)	(1,364,192)	-	-	(19,642,441)
Infrastructure	(30,524)	-	-	-	(30,524)
Buildings and improvements	(4,563,912)	(98,218)	191,519	-	(4,470,611)
Machinery and equipment	(3,299,867)	(419,674)	244,291	-	(3,475,250)
Intangible assets	(1,730,523)	(58,339)	-	-	(1,788,862)
Total accumulated depreciation	(51,942,454)	(3,644,829)	435,810	-	(55,151,473)
Total capital assets being depreciated, net	107,954,036	(1,216,111)	(641,173)	3,922,234	110,018,986
Business-type activities capital assets, net	\$ 128,149,280	\$ 8,576,485	\$ (642,746)	\$ -	\$ 136,083,019

Because the City maintains an internal service fund solely for the purpose of servicing business-type activities of the City, capital assets in this schedule are not equal to those reported in the statement of net position for proprietary funds. The net value of capital assets in the Proprietary Vehicle Replacement fund is \$1,678,336 and is included in the above schedule.

City of Burleson, Texas
Notes to the Financial Statements

Depreciation and amortization expense was charged to functions/programs as follows:

Governmental activities:		
General government	\$	2,143,695
Public safety		1,978,189
Public works, which includes the depreciation of general infrastructure assets		6,906,925
Parks and recreation		<u>1,964,355</u>
Total governmental activities depreciation and amortization		<u><u>12,993,164</u></u>
Business-type activities:		
Water and wastewater		3,220,808
Golf course		58,818
Solid waste disposal and collection		207
Cemetery		39,262
Vehicle replacement fund		<u>325,734</u>
Total business-type activities depreciation	\$	<u><u>3,644,829</u></u>

Note 5. Lease Liabilities

The City has entered into a lease agreement as a lessee. The leases allow the right-to-use assets over the term of the lease. The City is required to make payments at its incremental borrowing rate or the interest rate stated or implied within the leases. The lease rate, term and ending lease liability are as follows:

	<u>Interest Rate</u>	<u>Liability at Commencement</u>	<u>Lease Term in Years</u>	<u>Ending Balance September 30, 2024</u>
Machinery and equipment	3.46%	\$ 465,427	2023-2028	<u>\$ 279,435</u>
Total governmental activities				<u><u>\$ 279,435</u></u>

The future principal and interest lease payments as of fiscal year end are as follows:

<u>Fiscal Year Ending</u>	<u>Lease Principal</u>	<u>Lease Interest</u>	<u>Totals</u>
2025	\$ 66,336	\$ 9,668	\$ 76,004
2026	68,631	7,373	76,004
2027	71,006	4,999	76,005
2028	<u>73,462</u>	<u>2,542</u>	<u>76,004</u>
Total governmental activities	<u>\$ 279,435</u>	<u>\$ 24,582</u>	<u>\$ 304,017</u>

The value of the right-to-use leased assets as of the end of the current fiscal year was \$631,520 and had accumulated amortization of \$307,300.

City of Burleson, Texas
Notes to the Financial Statements

Note 6. Interfund Balances and Transactions

A. Interfund Receivables/Payables

The composition of interfund balances as of September 30, 2024, is as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Total</u>
Nonmajor Governmental	Nonmajor Enterprise	<u>\$ 351,037</u>
Total		<u>\$ 351,037</u>

The outstanding balances between funds result from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. Interfund receivables/payables are recorded between the governmental activities and business type activities in the government wide statement of net position resulting from allocation of interfund charges.

B. Interfund Transfers

Interfund transfers during the year ended September 30, 2024, were as follows:

<u>Transfers Out:</u>	<u>Transfers in:</u>	<u>Amount</u>
General Fund	Nonmajor Governmental	\$ 600,000
Water & Wastewater	General Fund	1,162,961
Nonmajor Governmental	Nonmajor Enterprise	1,230,004
Nonmajor Governmental	Nonmajor Governmental	9,123,629
Nonmajor Enterprise	Water & Wastewater	46,038
Bond Funded Capital Projects	Nonmajor Governmental	<u>449,374</u>
Total		<u>\$ 12,162,632</u>

Transfers are used to (1) move revenues collected in the special revenue funds to finance various programs in accordance with budgetary authorizations, (2) move receipts restricted for debt service from the funds collecting the receipts to a debt service fund as debt service payments become due, (3) transfer additional funds to the golf course, (4) pay the water and solid waste utilities' payments in lieu of taxes, (5) transfer excess fund balance from internal service funds to the general fund, (6) and transfer fund balance from special revenue funds to capital projects funds for land purchase. In the government-wide financial statements, interfund transfers are eliminated within the governmental activities column and business-type column, as appropriate.

C. Cost Reimbursements

The cost of the City's central general and administrative services is allocated to the designated special revenue and enterprise funds. These costs are reported as interfund services provided and used rather than interfund transactions and are treated as revenues in the General fund and expenses (expenditures) in the other funds. Interfund services provided and used are "arms-length" transactions between departments or funds that would be treated as revenues, expenditures, or expenses if they were with an external organization. The distinguishing aspects of interfund services provided and used are that each department or fund both gives and receives consideration.

City of Burleson, Texas
Notes to the Financial Statements

Significant cost reimbursements made to the General Fund during the year were as follows:

Fund	Amount
Water and Wastewater	\$ 1,275,127
Nonmajor Governmental	1,082,311
Nonmajor Enterprise	332,250
Internal Service Fund	984,835
<hr/>	
Total	<u>\$ 3,674,523</u>

D. Franchise Fees

The City’s enterprise funds, which use the public rights-of-way, pay franchise fees to the General Fund as if they were organizations separate from the City. These fees are not taxes but are compensation to the City for the use of the City’s streets and public rights-of-way. These payments are reported as interfund services provided and used rather than interfund transactions and are treated as revenue (reported as franchise fees) in the General Fund and expenses in the enterprise funds. Such fees paid during the year were:

Fund	Amount
Water and Wastewater	\$ 1,016,215
Solid Waste	332,658
<hr/>	
Total	<u>\$ 1,348,873</u>

E. Payments in Lieu of Property Taxes

For fiscal year 2024, the Water and Wastewater fund made a \$1,162,961 payment in lieu of property taxes to the General Fund.

Note 7. Long Term Debt and Obligations

The City issues general obligation bonds and certificates of obligation for the purpose of providing funds for the acquisition and construction of major capital facilities. General obligation bonds and certificates of obligation are issued for both governmental activities and business-type activities and are direct obligations issued on a pledge of the general taxing power for payment of the debt obligations of the City.

In the current year, the City issued Series 2024 Combination Tax and Limited Surplus Revenue Certificates of Obligation in the amount of \$36,535,000. The bonds carry interest rates ranging from 4% to 5% and the proceeds will be used for (i) constructing, improving, and equipping streets, including related sidewalks, landscaping, streetscaping, utility line relocations, drainage, public mobility infrastructure improvements, including traffic lighting and signalization, parking, median improvements, and the acquisition of land, interests in land, and rights-of-way therefore; (ii) constructing, renovating and equipping improvements for the City’s drainage system and the City’s water and sewer system, and the acquisition of land, interests in land, and rights-of-way therefore; (iii) constructing, improving, and equipping public safety facilities in the City, consisting of fire stations and police stations, and the acquisition of land, interests in land, and rights-of-way therefore; (iv) acquiring, constructing, renovating, improving, installing and equipping park and recreational improvements, and the acquisition of land, interests in land, and rights-of-way therefore; and (v) paying the legal, fiscal, design and engineering fees in connection with such projects and the Certificates.

City of Burleson, Texas
Notes to the Financial Statements

In the current year, the City issued Series 2024 General Obligation Refunding and Improvement Bonds in the amount of \$18,150,004. The bonds carry interest rates ranging from 4% to 5%. The proceeds were used to advance refund \$7,130,000 of Series 2014 General Obligation Refunding and Improvement Bonds and \$6,135,000 of Series 2014 Combination Tax and Limited Surplus Revenue Certificates of Obligation. \$13,267,278 was deposited in an irrevocable trust with an escrow agent to provide funds for the future debt service payment on the refunded bonds. As a result, a portion of the refunded debt is considered defeased and the liability has been removed from the statement of net position. The advance refunding reduced the City's total debt service payments by \$1,071,502 and resulted in an economic gain (difference between the present value of the debt service payments on the old and new debt) of \$903,226.

Water and sewer revenue bonds are issued for the purpose of financing the acquisition and construction of major capital improvements for the water and sewer system and related facilities secured by a pledge of the net revenues of the water and sewer system.

Long-term debt transactions, including current portion, for the year ended September 30, 2024, are summarized as follows:

	Beginning Balance	Increased	Refunded/ Retired	Ending Balance	Due Within One Year
Governmental Activities:					
General Obligation bonds	\$ 46,036,714	\$ 14,735,232	\$ 12,871,714	\$ 47,900,232	\$ 6,865,523
Certificates of obligation	65,405,000	36,535,000	5,840,000	96,100,000	2,860,000
Compensated absences	7,855,283	4,283,728	3,704,397	8,434,614	3,812,343
Lease liabilities	343,553	-	64,118	279,435	66,336
Financed purchases	-	1,560,004	336,541	1,223,463	336,655
Subscription liabilities	1,058,729	63,140	369,669	752,200	389,526
Premium on debt	6,005,511	3,538,424	1,454,535	8,089,400	-
Governmental activities long-term debt	\$ 126,704,790	\$ 60,715,528	\$ 24,640,974	\$ 162,779,344	\$ 14,330,383
Business-type activities:					
General Obligation bonds	\$ 11,323,286	\$ 3,414,768	\$ 3,468,286	\$ 11,269,768	\$ 2,385,000
Certificates of obligation	46,540,000	-	5,595,000	40,945,000	2,090,000
Water & sewer revenue bonds	2,285,000	-	220,000	2,065,000	225,000
Compensated absences	312,096	346,868	333,367	325,597	240,585
Premium on debt	2,860,670	259,450	557,582	2,562,538	-
Business-type activities long-term debt	\$ 63,321,052	\$ 4,021,086	\$ 10,174,235	\$ 57,167,903	\$ 4,940,585

Premium on debt is amortized over the life of the debt using the effective interest method.

The City's direct borrowings (lease liabilities and subscription liabilities) related to governmental activities are secured with equipment as collateral.

The City's outstanding certificates of obligations related to governmental and business-type activities are secured with property tax revenue.

The revenue bonds are collateralized by the revenue of the combined utility system and the various special funds established by the bond ordinances. The ordinances provide that the revenue of the system is to be used, first, to pay operating and maintenance expenses of the system and, second, to establish and maintain the revenue bond funds. Should the City default on these bonds, any registered owner of the certificates is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring specific performance from the City.

City of Burleson, Texas
Notes to the Financial Statements

Bonds payable at September 30, 2024, is comprised of the following individual issues:

	Interest Rate %	Issue Date	Maturity Date	Original Issue	Amount Outstanding
Governmental Activities:					
General obligation bonds:					
2012 Series	2.00 - 4.00	5/16/2012	5/16/2032	\$ 5,040,000	\$ 1,840,000
2015 Series	1.00 - 5.00	4/20/2015	3/1/2035	12,150,000	4,390,000
2016 Series	2.00 - 5.00	6/6/2016	3/1/2036	25,135,000	12,655,000
2017 Series	2.50 - 4.00	7/17/2017	3/1/2037	2,155,000	1,575,000
2020 Series	5.00	8/19/2020	3/1/2030	4,445,000	2,690,000
2022 Series	4.00 - 5.00	9/15/2022	3/1/2042	1,365,000	1,275,000
2023 Series	4.00 - 5.00	9/20/2023	3/1/2043	9,030,000	8,740,000
2024 Series	4.00 - 5.00	8/19/2024	3/1/2044	14,735,232	14,735,232
Total general obligation bonds				<u>74,055,232</u>	<u>47,900,232</u>
Certificates of obligation:					
2013 Tax and Revenue	2.00 - 3.00	5/1/2013	3/1/2033	4,620,000	2,360,000
2015 Tax and Revenue	1.00 - 5.00	4/20/2015	3/1/2035	6,565,000	4,305,000
2016 Tax and Revenue	2.00 - 5.00	6/6/2016	3/1/2036	3,855,000	2,665,000
2017 Tax and Revenue	2.50 - 4.00	7/17/2017	3/1/2037	2,810,000	2,030,000
2018 Tax and Revenue	3.50 - 4.00	5/16/2018	3/1/2038	13,745,000	10,725,000
2019 Tax and Revenue	3.00 - 5.00	5/6/2019	3/1/2039	7,415,000	6,200,000
2020 Tax and Revenue	2.00 - 5.00	8/19/2020	3/1/2040	3,560,000	2,975,000
2022 Tax and Revenue	4.00 - 5.00	9/15/2022	3/1/2042	6,730,000	6,300,000
2023 Tax and Revenue	4.00 - 5.00	9/20/2023	3/1/2043	22,740,000	22,005,000
2024 Tax and Revenue	4.00 - 5.00	8/19/2024	3/1/2044	36,535,000	36,535,000
Total certificates of obligation				<u>108,575,000</u>	<u>96,100,000</u>
Total governmental activities				<u>182,630,232</u>	<u>144,000,232</u>
Business-type Activities					
General obligation bonds:					
2015 Water & Sewer Refunding	1.00 - 5.00	4/20/2015	3/1/2035	10,730,000	2,400,000
2016 Water & Sewer Refunding	2.00 - 5.00	6/6/2016	3/1/2036	4,435,000	1,140,000
2021 Water & Sewer Refunding	0.96	7/21/2021	3/1/2031	8,345,000	4,315,000
2024 General Obligation Refunding	4.00 - 5.00	8/19/2024	3/1/2044	3,414,768	3,414,768
Total general obligation bonds				<u>26,924,768</u>	<u>11,269,768</u>
Certificates of obligation:					
2013 Tax and Revenue	2.00 - 3.00	5/1/2013	3/1/2033	2,160,000	1,100,000
2015 Tax and Revenue	1.00 - 5.00	4/20/2015	3/1/2035	4,855,000	3,175,000
2016 Tax and Revenue	2.00 - 5.00	6/6/2016	3/1/2036	5,750,000	3,975,000
2017 Tax and Revenue	2.50 - 4.00	7/17/2017	3/1/2037	7,400,000	5,360,000
2018 Tax and Revenue	3.50 - 4.00	5/16/2018	3/1/2038	8,135,000	6,345,000
2019 Tax and Revenue	3.00 - 5.00	5/6/2019	3/1/2038	4,470,000	3,735,000
2020 Tax and Revenue	2.00 - 5.00	8/19/2020	3/1/2040	4,090,000	3,555,000
2022 Tax and Revenue	4.00 - 5.00	9/15/2022	3/1/2042	5,610,000	5,250,000
2022 Tax and Revenue	4.00 - 5.00	9/20/2023	3/1/2043	8,735,000	8,450,000
Total certificates of obligation				<u>51,205,000</u>	<u>40,945,000</u>
Water and sewer revenue bonds					
2012 Improvement	2.00 - 4.00	4/15/2012	3/1/2032	4,300,000	2,065,000
Total water and sewer revenue bonds				<u>4,300,000</u>	<u>2,065,000</u>
Total business-type activities				<u>\$ 82,429,768</u>	<u>\$ 54,279,768</u>

City of Burleson, Texas
Notes to the Financial Statements

The annual requirements to amortize all debt outstanding as of September 20, 2024, are as follows:

Governmental Activities							
Year Ending September 30,	General Obligation	GO Interest	Certificate of Obligation	CO Interest			
2025	\$ 6,865,523	\$ 2,024,222	\$ 7,850,000	\$ 4,036,524			
2026	5,509,606	1,773,065	4,030,000	3,861,744			
2027	5,167,486	1,508,087	4,200,000	3,665,353			
2028	4,829,523	1,261,811	4,405,000	3,456,506			
2029	2,549,285	1,084,828	4,600,000	3,249,025			
2030-2034	12,228,809	3,707,476	25,640,000	12,784,378			
2035-2039	5,950,000	1,594,181	26,025,000	6,814,109			
2040-2044	4,800,000	442,306	19,350,000	1,803,425			
Total	\$ 47,900,232	\$ 13,395,976	\$ 96,100,000	\$ 39,671,064			

Business-Type Activities							
Year Ending September 30,	General Obligation	GO Interest	Certificate of Obligation	CO Interest	Water and Wastewater Revenue Bonds	Water and Wastewater Interest	
2025	\$ 2,994,477	\$ 322,846	\$ 2,090,000	\$ 1,594,694	\$ 225,000	\$ 76,975	
2026	2,190,394	239,622	2,190,000	1,500,144	235,000	68,900	
2027	1,717,514	174,346	2,285,000	1,403,372	240,000	59,400	
2028	1,020,477	129,935	2,385,000	1,302,263	250,000	49,600	
2029	730,715	103,830	2,475,000	1,201,988	260,000	39,400	
2030-2034	2,616,191	231,771	13,860,000	4,414,853	855,000	52,100	
2035-2039	-	-	11,705,000	1,756,997	-	-	
2040-2044	-	-	3,955,000	282,200	-	-	
Total	\$ 11,269,768	\$ 1,202,350	\$ 40,945,000	\$ 13,456,511	\$ 2,065,000	\$ 346,375	

The ordinances authorizing the issuance of Water and Sewer serial bonds created the revenue bond debt service and retirement funds. The gross revenues of the waterworks system, after deduction of reasonable expenses of operation and maintenance, are pledged to such funds in amounts equal to the total annual principal and interest requirements of the bonds and amounts required to maintain the revenue bond and emergency funds. At September 30, 2024, the minimum amount required by the ordinances for the revenue bond debt service and retirement funds had been accumulated.

The revenue bond ordinances also require that the City charge for services sufficient to produce net revenues, as defined, in an amount not less than 1.25 times the average annual principal and interest requirement. At September 30, 2024, this requirement had been met.

The ordinance authorizing the issuance of General Obligation Bonds created the Debt Service Fund. All taxes levied and collected for an on account of said bonds are pledged to the Debt Service Fund in amounts authorized by the City Council, but never less than annual maturing interest and principal requirements with the provision that the principal portion will never be less than 2% of the outstanding principal amount. At September 30, 2024, this requirement had been met.

Compensated absences are typically liquidated by the fund to which they relate.

Subscription Based Information Technology Arrangements (SBITA)

The City has entered into multiple SBITAs that allow the right-to-use the SBITA vendor’s information technology software over the subscription term. The City is required to make annual payments at its incremental borrowing rate or the interest rate stated or implied within the SBITAs. The SBITA rate, term and ending subscription liability are as follows:

	Interest Rate	Liability at Commencement	Lease Term in Years	Ending Balance September 30, 2024
Software	3.4-5.1%	\$ 1,503,332	2023-2027	\$ 752,200
Total governmental activities				\$ 752,200

City of Burleson, Texas
Notes to the Financial Statements

The future principal and interest SBITA payments as of fiscal year end are as follows:

Fiscal Year Ending	Principal	Interest	Totals
2025	\$ 389,526	\$ 27,619	\$ 417,145
2026	319,235	13,304	332,539
2027	43,439	1,734	45,173
Total governmental activities	\$ 752,200	\$ 42,657	\$ 794,857

The value of the subscription assets as of the end of the current fiscal year was \$2,798,370 and had accumulated amortization of \$547,408.

Financed Purchases

The City has entered into an agreement for the financed purchase of equipment, with the agreement having a maximum allowable amount equal to the principal due as scheduled. The future debt service principal and interest payment requirements for the agreement are as follows:

Fiscal Year Ending	Financed Purchase Principal	Financed Purchase Interest	Totals
2025	\$ 288,328	\$ 48,327	\$ 336,655
2026	299,717	36,938	336,655
2027	311,556	25,099	336,655
2028	323,862	12,793	336,655
Total governmental activities	\$ 1,223,463	\$ 123,157	\$ 1,346,620

Note 8. Water and Sewer Contract

On July 19, 2010, the City entered into a contract with the City of Fort Worth, Texas, for the purchase of treated water to be effective January 1, 2011, and to expire on September 30, 2031. This contract requires the City to pay varying amounts based on annual consumption rates established under the terms of the contract. During fiscal year 2024, the City purchased \$5,335,524 of treated water under the terms of this contract.

In 1987, the City entered a contract with the City of Fort Worth, Texas, for the transportation, treatment, and disposal of sanitary sewage. Under the terms of the contract, the City is required to make payments for sewage actually discharged based on rates and charges determined on an annual basis under the terms of the contract. During fiscal year 2024, the City paid \$5,866,004 for the treatment and disposal of sanitary sewage under the terms of this contract.

Note 9. Employees' Retirement System

Texas Municipal Retirement System

Plan Description. The City participates as one of 936 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Annual Comprehensive Financial Report (Annual Report) that can be obtained at tmrs.com.

All eligible employees of the City are required to participate in TMRS.

City of Burleson, Texas
Notes to the Financial Statements

Benefits Provided. TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the Member’s benefit is calculated based on the sum of the Member’s contributions, with interest, and the city-financed monetary credits with interest. The retiring Member may select one of seven monthly benefit payment options. Members may also choose to receive a portion of their benefit as a lump sum distribution in an amount equal to 12, 24 or 36 monthly payments, which cannot exceed 75% of the total Member contributions and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS and within the actuarial constraints also in the statutes. Plan provisions for the City are as follows:

Employee deposit rate	7%
Matching ratio (city to employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years to any age, 5 years at age 60 and above
Updated service credit	100% Repeating, Transfers
Annuity increase to retirees	70% of CPI Repeating

Employees Covered by Benefit Terms. At the December 31, 2023 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	217
Inactive employees entitled to but not yet receiving benefits	231
Active employees	<u>417</u>
Total	<u><u>865</u></u>

Contributions. Member contribution rates in TMRS are either 5%, 6% or 7% of the Member’s total compensation, and the City matching percentages are either 100%, 150% or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each City is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The City’s contribution rate is based on the liabilities created from the benefit plan options selected by the City and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 7% of their annual compensation during the fiscal year. The contribution rates for the City were 17.70% and 17.67% in calendar years 2023 and 2024, respectively. The City’s contributions to TMRS for the year ended September 30, 2024, were \$6,389,324, and were equal to the required contributions.

Net Pension Liability. The City’s Net Pension Liability (NPL) was measured as of December 31, 2023, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Within the governmental activities, the General Fund generally liquidates the net pension liability. In the business-type activities, the net pension liability is liquidated by the Utility Fund.

Actuarial Assumptions. The Total Pension Liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	2.75% per year, adjusted down for population declines, if any
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

City of Burleson, Texas
Notes to the Financial Statements

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with 110% of the Public Safety table used for males and 100% of the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by the most recent Scale MP-2021 to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by the most recent Scale MP- 2021 to account for future mortality improvements subject to the 3% floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2018 to December 31, 2022. The assumptions were adopted in 2023 and first used in the December 31, 2023, actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined by best estimate ranges of expected returns for each major asset class. The long-term expected rate of return is determined by weighting the expected return for each major asset class by the respective target asset allocation percentage. The target allocation and best estimates of the expected return for each major asset class in fiscal year 2024 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate if Return (Arithmetic)</u>
Global Public Equity	35.00%	7.55%
Core Fixed Income	6.00%	2.00%
Non-Core Fixed Income	20.00%	5.68%
Other Public and Private Markets	12.00%	7.22%
Real Estate	12.00%	6.85%
Hedge Funds	5.00%	5.35%
Private Equity	<u>10.00%</u>	10.00%
Total	<u>100.00%</u>	

Discount Rate. The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that Member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan’s Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive Members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

City of Burleson, Texas
Notes to the Financial Statements

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at 12/31/2022	\$ 145,448,316	\$ 112,328,502	\$ 33,119,814
Changes for the year:			
Service cost	6,517,109	-	6,517,109
Interest	9,852,041	-	9,852,041
Difference between expected and actual experience	1,786,872	-	1,786,872
Changes of assumptions	(767,877)	-	(767,877)
Contributions - employer	-	6,224,928	(6,224,928)
Contributions - employee	-	2,494,246	(2,494,246)
Net investment income	-	13,025,384	(13,025,384)
Benefit payments, including refunds of employee contributions	(5,501,408)	(5,501,408)	-
Administrative expense	-	(82,708)	82,708
Other changes	-	(578)	578
Net changes	<u>11,886,737</u>	<u>16,159,864</u>	<u>(4,273,127)</u>
Balance at 12/31/2023	<u>\$ 157,335,053</u>	<u>\$ 128,488,366</u>	<u>\$ 28,846,687</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate. The following presents the Net Pension Liability of the City, calculated using the discount rate of 6.75%, as well as what the City's Net Pension Liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.75%) or 1 percentage point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	\$ 52,986,230	\$ 28,846,687	\$ 9,235,253

Pension Plan Fiduciary Net Position. Detailed information about the pension plan's Fiduciary Net Position is available in the Schedule of Changes in Fiduciary Net Position, by Participating City. That report may be obtained at trms.com.

Pension Expense and Deferred Outflows and Inflows of Resources and Deferred Inflows of Resources Related to Pensions. For the year ended September 30, 2024, the City recognized pension expense of \$7,619,412. At September 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 4,469,849	\$ -
Changes in actuarial assumptions	-	605,191
Difference between projected and actual Investment earnings	2,889,543	-
Contributions subsequent to the measurement date	<u>4,662,579</u>	<u>-</u>
Total	<u>\$ 12,021,971</u>	<u>\$ 605,191</u>

City of Burleson, Texas
Notes to the Financial Statements

\$4,662,579 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Net Pension Liability for the year ending September 30, 2025. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2025	\$ 2,458,713
2026	2,241,782
2027	2,986,909
2028	(933,203)

Note 10. Other Post-Employment Benefit Plans

A. TMRS Supplemental Death Benefits Fund

Plan Description. The City participates in a single employer, defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF) administered by the Texas Municipal Retirement System (TMRS). The SDBF covers both active and retiree benefits with no segregation of assets, and therefore doesn't meet the definition of a trust under GASB No. 75 (i.e., no assets are accumulated for OPEB) and as such the SDBF is considered to be an unfunded OPEB plan.

The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The city may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The city contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

Benefits Provided. The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit (OPEB) and is a fixed amount of \$7,500.

Employees Covered by Benefit Terms. At the December 31, 2023 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	162
Inactive employees entitled to but not yet receiving benefits	57
Active employees	<u>417</u>
Total	<u><u>636</u></u>

Total OPEB Liability. The City's total OPEB liability of \$927,889 was measured as of December 31, 2023, and was determined by an actuarial valuation as of that date.

City of Burleson, Texas
Notes to the Financial Statements

Actuarial Assumptions. The total OPEB liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions applied to all periods included in the measurement, unless otherwise specified:

Inflation rate	2.50% per annum
Discount rate	3.77%
Actuarial cost method	Entry Age Normal Method
Projected salary increase	3.60% to 11.85% including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct 2019 Municipal Retirees of Texas mortality tables and due to the size of the City, rates are multiplied by an additional factor of 100%. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the mortality tables for healthy retirees is used with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate is applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor. Mortality rates for pre-retirement were based on the PUB(10) mortality tables, with the Public Safety table used for males and General Employee table used for females. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements.

Discount Rate. The discount rate used to measure the total OPEB liability was 3.77%. The discount rate was based on Fidelity Index's "20-Year Municipal GO AA Index" rate as of the measurement date.

Discount Rate Sensitivity Analysis. The following presents the total OPEB liability of the City, calculated using the discount rate of 3.77%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1- percentage-point lower (2.77%) or 1-percentage-point higher (4.77%) than the current rate:

	<u>1% Decrease in Discount Rate (2.77%)</u>	<u>Discount Rate (3.77%)</u>	<u>1% Increase in Discount Rate (4.77%)</u>
Total OPEB Liability	\$ 1,129,489	\$ 927,889	\$ 772,835

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB. For the year ended September 30, 2024, the City recognized OPEB expense of \$54,910. There were no changes of benefit terms that affected measurement of the Total OPEB Liability during the measurement period.

Within the governmental activities, the General Fund generally liquidates the total OPEB liability. In the business-type activities, the total OPEB liability is liquidated by the Utility Fund.

Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
Balance at 12/31/2022	\$ 824,987
Changes for the year:	
Service cost	42,759
Interest	33,845
Difference between expected and actual experience	(1,518)
Changes of assumptions	49,195
Benefit payments	<u>(21,379)</u>
Net changes	<u>102,902</u>
Balance at 12/31/2023	<u>\$ 927,889</u>

City of Burleson, Texas
Notes to the Financial Statements

At September 30, 2024, the City reported deferred outflows and inflows of resources related to other post-employment benefits from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ -	\$ 22,286
Changes in actuarial assumptions	167,411	339,413
Contributions subsequent to the measurement date	16,041	-
Total	\$ 183,452	\$ 361,699

\$16,041 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Total OPEB Liability for the measurement year ending December 31, 2024 (i.e. recognized in the City’s financial statements for the year ended September 30, 2025). Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year Ended September 30,	Amount
2025	\$ (24,774)
2026	(28,456)
2027	(47,958)
2028	(65,225)
2029	(30,432)
Thereafter	2,557

B. Post-Retirement Healthcare Benefits

Plan Description. The City offers its retired employees health insurance benefits through a single-employer defined benefit OPEB plan, under City policy. This plan is administered by the City and it has the authority to establish and amend the benefit terms and financing arrangements. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Benefits Provided. To be eligible for this employer-provided subsidy, a participant must be at least age fifty-eight (58) and have at least twenty (20) or more years of service with the City. Eligible retirees may elect coverage that will include the same healthcare options offered to regular full-time employees at the same cost that the City pays for active employees. Retirees pay the same rate for coverage as employees pay if they are electing dependent coverage. Benefits commence at the first of the month following the day of retirement if the employee elects retiree or dependent coverage (at retiree’s cost).

If an active employee passes away, the spouse and dependents will become eligible for retiree coverage if (1) the employee was eligible for retirement as defined by TMRS; and (2) the employee had dependent coverage at the time of death. The surviving spouse will continue to receive the benefits of the retiree health insurance program, at the rate charged for retiree only. If dependent children are already on the plan at the time of the retiree’s death, the spouse may continue to cover the children (at retiree’s spouse’s cost).

Retirees are eligible for medical and prescription insurance until they become Medicare eligible. Since retirees pay the full premium for all other OPEB benefits (dental and vision), no liability is included in this valuation as no implicit subsidy exists for these benefits.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently receiving benefits	9
Active employees	399
Total	408

City of Burleson, Texas
Notes to the Financial Statements

Actuarial Assumptions. The Total OPEB Liability in the October 1, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation rate	2.50% per annum
Salary increases	2.50% per annum
Discount rate	4.06%
Actuarial cost method	Entry Age Normal Method
Healthcare cost trend rates	6.21% initial medical trend rate for pre-65 retirees decreasing to an ultimate rate of 4.14% in the year 2041

Mortality rates were updated and are based upon the sex distinct PUB 2010 general employee mortality table with mortality improvement scale MP-2021. Per capita costs for Pre-65 retirees were derived based upon the fully insured rates on a retiree-only experience basis. Medicare eligible retirees are assumed to rescind the City’s plan and take Medicare coverage. Any Medicare Part D subsidy was not reflected in the estimate. The participation rate for future retirees is based upon years of service at retirement. Any participant that retires prior to age 50 is assumed to waive the City’s healthcare plan. For any future retiree assumed to elect retiree healthcare, their spouse is assumed to waive coverage. 40% of retirees are assumed to drop coverage at the time the employer subsidy ends. The per capita claims costs include a 7% load for administrative expenses and a 10% load for stop loss premiums where both are assumed to escalate with the healthcare trend rates each year.

Discount Rate. The discount rate of 4.06% is based upon the yield of 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The other financial assumptions for long-term inflation, payroll growth, and salary scale were taken from the TMRS actuary study. The per capita claims costs and how these costs are expected to escalate in the future were set by IPS Advisors who develop the funding rates.

Discount Rate Sensitivity Analysis. The following schedule shows the impact of the Total OPEB Liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (4.06%) in measuring the Total OPEB Liability.

	<u>1% Decrease in Discount Rate (3.06%)</u>	<u>Discount Rate (4.06%)</u>	<u>1% Increase in Discount Rate (5.06%)</u>
Total OPEB Liability	\$ 4,942,834	\$ 4,541,981	\$ 4,177,646

Healthcare Cost Trend Rate Sensitivity Analysis. The following schedule shows the impact of the Total OPEB Liability if the healthcare cost trend rate used was 1% less than and 1% greater than the rate that was used (6.21%) in measuring the Total OPEB Liability.

	<u>1% Decrease in Rate</u>	<u>Healthcare Cost Trend Rate</u>	<u>1% Increase in Rate</u>
Total OPEB Liability	\$ 4,036,419	\$ 4,541,981	\$ 5,141,993

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources Related to OPEBs. At September 30, 2024, the City reported a liability of \$4,541,981 for its Total OPEB Liability for this plan. The Total OPEB Liability was determined by an actuarial valuation as of October 1, 2023. For the year ended September 30, 2024, the City recognized OPEB expense of \$393,408. There were no changes of benefit terms that affected measurement of the Total OPEB Liability during the measurement period.

Within the governmental activities, the General Fund generally liquidates the total OPEB liability. In the business-type activities, the total OPEB liability is liquidated by the Utility Fund.

City of Burleson, Texas
Notes to the Financial Statements

Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
Balance at 9/30/2023	\$ 4,763,830
Changes for the year:	
Service cost	189,335
Interest	214,438
Difference between expected and actual experience	(554,732)
Changes of assumptions	(80,532)
Benefit payments	<u>9,642</u>
Net changes	<u>(221,849)</u>
Balance at 9/30/2024	<u>\$ 4,541,981</u>

At September 30, 2024, the City reported deferred outflows and inflows of resources related to this OPEB plan from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual economic experience	\$ 111,682	\$ 820,851
Changes in actuarial assumptions	<u>162,218</u>	<u>168,226</u>
Total	<u>\$ 273,900</u>	<u>\$ 989,077</u>

Amounts reported as deferred outflows and inflows of resources related to this OPEB plan will be recognized in OPEB expense as follows:

<u>For the Year Ended September 30,</u>	<u>Amount</u>
2025	\$ (47,005)
2026	(95,282)
2027	(172,669)
2028	(158,022)
2029	(151,447)
Thereafter	(90,752)

Note 11. Deferred Compensation Plan

The City participates in a deferred compensation plan which falls under Internal Revenue Code Section 457. Virtually all employees are eligible to participate in the plan. The deferred compensation plan allows the deferral of individual federal income taxes until funds are withdrawn. Funds may be withdrawn at termination, retirement, death or unforeseeable emergency. During the fiscal year 2024, employers or employees through salary reductions may contribute up to the limit of \$23,000 compensation on behalf of the participant under this plan. Employees age 50 or older may contribute up to an additional \$7,500, for a total of \$30,500. Employees may take advantage of the special 457(b) catch-up deferrals by selecting a special "last 3-year catch-up," which allows the participant to defer in the three years before they reach the plan's normal retirement age as follows: twice the annual 457(b) limit (in 2021, \$19,500 x 2 = \$39,000), or the annual 457(b) limit, plus amounts allowed in prior years that they did not contribute (\$23,000 in fiscal year 2024, \$22,500 in fiscal year 2023, \$20,500 in 2022, and \$19,500 in 2021). If a governmental 457(b) allows both the age-50 catch-up and the 3-year catch-up, the participant can use the one that allows a larger deferral but not both. In accordance with GASB 97, the plan is not recorded in the City's financial statements.

City of Burleson, Texas
Notes to the Financial Statements

Note 12. Commitments and Contingencies

A. Contingencies

The City is a defendant in certain pending litigation. In the opinion of management, the potential claims against the City not covered by insurance would not materially affect the financial statements of the City.

The City has participated in a number of state and federally assisted grant programs. These programs were subject to financial and compliance audits by the grantors or their representatives, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits it not believed to be material.

B. Construction Commitments

The City has active construction projects as of September 30, 2024. At year-end the City has \$5,384,486 of outstanding construction commitments.

C. Encumbrances

Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At year-end, the encumbrances expected to be honored upon performance by the vendor in the next year were as follows:

<u>Fund</u>	<u>Amount</u>
General	\$ 1,153,641
Bond-Funded capital projects	27,170,647
Nonmajor governmental	4,420,763
Water & wastewater	561,010
Nonmajor enterprise	311,905
Internal service funds	<u>1,259,405</u>
Total	<u>\$ 34,877,371</u>

Note 13. Risk Management

The City is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets; errors and omissions; injuries to employees and natural disasters. The City has purchased commercial insurance to cover these general liabilities from the Texas Municipal League, a non-public entity risk pool. As an insured, the City is not obligated to reimburse the pool for losses. The TML risk pool is self-sustaining through annual member premiums and stop loss reinsurance coverage through various commercial insurers for excess claims. There were no significant reductions in coverage in the past fiscal year and there were no settlements exceeding insurance coverage in each of the past three fiscal years. Any losses reported, but unsettled or incurred and not reported, are believed to be insignificant to the City’s financial statements.

The City offers health coverage to its employees and retirees in a managed care plan administered by United Health Care and funded by the City with both employee and City contributions. The City retains risk for up to \$125,000 per covered enrollee per year and up to 120% of the total expected medical and Rx claims per period benefit, and transfers risk in excess of these amounts to a reinsurer. The City’s operating funds are charged with premiums for coverage provided by the City’s benefit consultant, HUB International. The City’s benefit consultant determines the premium structures by working closely with the City of Burleson Human Resources department and the City Manager’s Office on approved annual budgets with adjustments based on estimates of the amounts needed to pay prior and current year claims. These interfund premiums are used to reduce the amount of actual expenditures.

City of Burleson, Texas
Notes to the Financial Statements

Note 14. Tax Abatements

The City enters into economic development agreements subject to the Burleson Economic Development Incentives Program adopted in 1993. Abatement incentives are provided in accordance with Chapter 312 of the Texas Tax Code.

- For the fiscal year ended September 30, 2024, the property tax abatement agreement with Jam Real Property provides a 75% tax abatement for 7 years, beginning in 2018 for development of a restaurant distribution facility. In fiscal year 2024, this agreement resulted in abated property taxes of \$8,629.
- For the fiscal year ended September 30, 2024, there was one property tax abatement agreement in place. The agreement with McLane Burleson Properties provides a 80% tax abatement for 10 years, beginning in 2020 for development of a restaurant distribution facility. In fiscal year 2024, this agreement resulted in abated property taxes of \$277,753.
- For the fiscal year ended September 30, 2024, there was one property tax abatement agreement in place. The agreement with Golden State Foods provides a 75% tax abatement for 7 years, beginning in 2020 for development of a restaurant distribution facility. In fiscal year 2024, this agreement resulted in abated property taxes of \$416,438.

Other incentives are provided according to Chapter 380 of the Texas Local Government Code. These consist of incentives tied to a percentage of property taxes paid, a percentage of sales taxes generated, or some other metric such as employment. The agreements are presented here in aggregate.

- Property tax rebate incentives – \$632,964.
- Sales tax rebate incentives – \$420,118.
- Grant payments for meeting other performance targets – \$1,370,310.

THE CITY OF
BURLESON
TEXAS

Required Supplementary Information

THE CITY OF
BURLESON
TEXAS

City of Burleson, Texas
General Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2024

Exhibit D-1
(Page 1 of 2)

	Budgeted Amounts		Actual Amounts GAAP Basis	Variance - Positive (Negative)
	Original	Final		
REVENUES				
Property taxes	\$ 26,745,080	\$ 26,745,080	\$ 28,439,065	\$ 1,693,985
Sales taxes	15,394,411	15,394,411	15,166,365	(228,046)
Franchise fees	4,178,570	4,178,570	4,109,919	(68,651)
Licenses and permits	1,549,500	1,549,500	1,562,939	13,439
Intergovernmental	2,065,435	2,065,435	1,120,077	(945,358)
Charges for services	5,479,641	5,479,641	5,194,210	(285,431)
Fines and forfeitures	950,000	950,000	736,244	(213,756)
Investment income	750,000	750,000	1,275,617	525,617
Miscellaneous	1,030,500	1,030,500	1,409,661	379,161
Total revenues	58,143,137	58,143,137	59,014,097	870,960
EXPENDITURES				
General government:				
City Council	112,750	107,354	83,687	23,667
City Manager's office	829,374	1,316,654	1,336,365	(19,711)
Legal	604,940	823,844	761,248	62,596
Communications	579,154	566,226	516,923	49,303
City Secretary's office	936,016	851,189	866,709	(15,520)
Records management	125,286	120,576	115,383	5,193
Judicial	115,283	134,622	135,838	(1,216)
Human resources	1,164,109	1,143,233	1,090,479	52,754
Finance	2,289,796	2,285,326	2,053,541	231,785
Purchasing	505,059	336,081	302,481	33,600
Non-Departmental	149,527	729,170	1,156,867	(427,697)
Total general government	7,411,294	8,414,275	8,419,521	(5,246)
Public safety:				
Police	18,028,984	18,161,342	17,928,387	232,955
Fire	11,951,393	11,790,562	11,679,636	110,926
Public Safety Communications	2,674,952	2,593,516	2,406,365	187,151
Medical transport	179,902	296,885	255,805	41,080
Municipal court	501,104	472,517	417,161	55,356
Marshals service	230,034	220,306	214,103	6,203
Total public safety	33,566,369	33,535,128	32,901,457	633,671
Public works:				
Public works administration	1,081,034	1,148,530	1,048,680	99,850
Street drainage maintenance	597,156	741,487	579,576	161,911
Streets pavement maintenance	3,608,582	3,788,624	3,153,013	635,611
Traffic control maintenance	1,153,427	1,044,080	709,797	334,283
Engineering/capital	28,419	128,929	-	128,929
Engineering/development	956,024	818,835	574,251	244,584
Engineering/inspections	297,638	363,169	318,817	44,352
Facilities maintenance	1,190,840	1,185,749	939,399	246,350
Total public works	8,913,120	9,219,403	7,323,533	1,895,870

City of Burleson, Texas
General Fund
Budgetary Comparison Schedule - Continued
For the Year Ended September 30, 2024

Exhibit D-1
(Page 2 of 2)

	Budgeted Amounts		Actual Amounts	Variance -
	Original	Final	GAAP Basis	Positive (Negative)
Community development:				
Neighborhood services	\$ 227,398	\$ 233,164	\$ 237,090	\$ (3,926)
Environmental services	335,478	311,928	374,884	(62,956)
Animal services	715,059	754,381	739,012	15,369
Code enforcement	398,296	405,306	404,213	1,093
Building inspections	990,035	1,019,254	964,969	54,285
Economic development	1,250,842	999,762	1,000,800	(1,038)
Community development	511,966	486,701	402,066	84,635
Development services	370,331	371,991	369,861	2,130
Total community development	<u>4,799,405</u>	<u>4,582,487</u>	<u>4,492,895</u>	<u>89,592</u>
Parks and recreation:				
Parks	1,670,977	1,626,820	1,631,332	(4,512)
Parks and recreation administration	33,864	34,064	51	34,013
ROW Maintenance	658,915	805,559	718,822	86,737
Total parks and recreation	<u>2,363,756</u>	<u>2,466,443</u>	<u>2,350,205</u>	<u>116,238</u>
Library:				
Senior citizens center	202,197	216,134	224,353	(8,219)
Library	1,404,238	1,416,087	1,441,653	(25,566)
Total Library	<u>1,606,435</u>	<u>1,632,221</u>	<u>1,666,006</u>	<u>(33,785)</u>
Capital Outlay	<u>402,220</u>	<u>586,077</u>	<u>484,303</u>	<u>101,774</u>
Debt service:				
Principal retirement	64,118	64,118	64,118	-
Interest and fiscal agent charges	11,887	11,887	11,887	-
Total debt service	<u>76,005</u>	<u>76,005</u>	<u>76,005</u>	<u>-</u>
Total expenditures	<u>59,138,604</u>	<u>60,512,039</u>	<u>57,713,925</u>	<u>2,798,114</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(995,467)</u>	<u>(2,368,902)</u>	<u>1,300,172</u>	<u>3,669,074</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	1,507,961	1,507,961	1,162,961	345,000
Transfers out	(2,565,496)	(600,000)	(600,000)	-
Total other financing sources (uses)	<u>(1,057,535)</u>	<u>907,961</u>	<u>562,961</u>	<u>345,000</u>
NET CHANGE IN FUND BALANCE	<u>(2,053,002)</u>	<u>(1,460,941)</u>	<u>1,863,133</u>	<u>4,014,074</u>
FUND BALANCES - BEGINNING	<u>18,495,600</u>	<u>18,495,600</u>	<u>18,495,600</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 16,442,598</u>	<u>\$ 17,034,659</u>	<u>\$ 20,358,733</u>	<u>\$ 4,014,074</u>

City of Burleson, Texas

Notes to Required Supplementary Information

Budgetary Schedule

For the Year Ended September 30, 2024

BUDGETARY INFORMATION - The City follows these procedures annually in establishing the budgetary data reflected in the budgetary comparison schedules:

1. The City Manager submits to the City Council a proposed budget for the fiscal year commencing the following October 1st. The budget includes proposed expenditures and the means of financing them.
2. The City Council reviews the proposed budget at specially scheduled sessions, which are open to the public. The Council also conducts a public hearing on the proposed budget to obtain comments from interested persons.
3. Prior to October 1st, the budget is legally adopted through passage of an ordinance. This budget is reported as the Original Budget in the budgetary comparison schedules.
4. During the fiscal year, changes to the adopted budget may be authorized as follows:
 - a. Items requiring City Council action – appropriation of fund balance commitments; transfers of appropriations between funds; transfers between departments within funds; new interfund loans or advances; and creation of new capital projects or increases to existing capital projects.
 - b. Items delegated to the City Manager – transfers within departments.
5. Annual budget is legally adopted and amended as required for the General Fund, the following special revenue funds: the BCSDC Special Revenue Fund, the 4A Corp Special Revenue Fund, the Parks Performance Fund, the Hotel/Motel Fund, the TIF 2 Fund, and the Municipal Court Fund. Project-length budgets are adopted for the capital project funds. All budgets are prepared on a budgetary basis, and budgetary comparisons for the general and major special revenue funds are presented on this basis in the required supplementary information. A debt service payment schedule for the debt service funds is also approved as part of the budget process. The budget is based on the modified accrual basis of accounting with the exception of certain non-cash expenditure accruals, which are not budgeted.
6. Budget amounts are reflected after all authorized amendments and revisions. This budget is reported as the Final Budget in the budgetary comparison schedules.
7. For each legally adopted operating budget, expenditures should not exceed budgeted appropriations at the fund level. Encumbrance accounting, under which purchase orders, contracts, and the other commitments are recorded to reserve the applicable appropriations, is employed in governmental funds. The City does, however, honor the contracts represented by year-end encumbrances and the subsequent year's appropriations provide authority to complete these transactions.

City of Burleson, Texas
Schedule of Changes in Net Pension Liability and
Related Ratios - Texas Municipal Retirement System
For the Year Ended September 30, 2024

Plan Year	2014	2015	2016	2017
A. Total Pension Liability				
Service Cost	\$ 2,909,890	\$ 3,299,052	\$ 3,628,862	\$ 3,745,062
Interest (on the Total Pension Liability)	4,907,692	5,311,694	5,536,081	5,991,443
Difference between expected and actual experience	(42,330)	96,222	324,293	34,315
Change of assumptions	-	(200,754)	-	-
Benefit payments, including refunds of employee contributions	<u>(2,232,107)</u>	<u>(2,164,637)</u>	<u>(2,908,249)</u>	<u>(2,694,216)</u>
Net change in total pension liability	5,543,145	6,341,577	6,580,987	7,076,604
Total pension liability - beginning	<u>69,770,993</u>	<u>75,314,138</u>	<u>81,655,715</u>	<u>88,236,702</u>
Total pension liability - ending (a)	<u>75,314,138</u>	<u>81,655,715</u>	<u>88,236,702</u>	<u>95,313,306</u>
B. Plan Fiduciary Net Position				
Contributions - employer	\$ 2,850,708	\$ 2,973,435	\$ 3,195,301	\$ 3,326,528
Contributions - employee	1,288,039	1,364,856	1,459,887	1,510,106
Net investment income	3,172,873	89,281	4,240,199	9,518,399
Benefit payments, including refunds of employee contributions	(2,232,107)	(2,164,637)	(2,908,249)	(2,694,216)
Administrative expenses	(33,119)	(54,372)	(47,857)	(49,301)
Other	<u>(2,723)</u>	<u>(2,684)</u>	<u>(2,578)</u>	<u>(2,499)</u>
Net change in plan fiduciary net position	5,043,671	2,205,879	5,936,703	11,609,017
Plan fiduciary net position - beginning	<u>55,452,334</u>	<u>60,496,005</u>	<u>62,701,884</u>	<u>68,638,587</u>
Plan fiduciary net position - ending (b)	<u>60,496,005</u>	<u>62,701,884</u>	<u>68,638,587</u>	<u>80,247,604</u>
C. Net Pension Liability - Ending (a) - (b)	<u>\$ 14,818,133</u>	<u>\$ 18,953,831</u>	<u>\$ 19,598,115</u>	<u>\$ 15,065,702</u>
D. Plan Fiduciary Net Position as a Percentage of Total Pension Liability	80.32%	76.79%	77.79%	84.19%
E. Covered Payroll	\$ 18,400,559	\$ 19,497,945	\$ 20,855,530	\$ 21,572,943
F. Net Pension Liability as a Percentage of Covered Payroll	80.53%	97.21%	93.97%	69.84%

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$	3,887,921	\$ 4,309,779	\$ 4,785,763	\$ 5,012,736	\$ 5,695,227	\$ 6,517,109
	6,464,469	6,966,885	7,567,698	8,224,864	9,002,871	9,852,041
	37,485	658,640	1,555,110	2,834,678	2,790,245	1,786,872
	-	364,920	-	-	-	(767,877)
	<u>(2,974,711)</u>	<u>(3,340,504)</u>	<u>(3,934,066)</u>	<u>(4,638,440)</u>	<u>(5,136,560)</u>	<u>(5,501,408)</u>
	7,415,164	8,959,720	9,974,505	11,433,838	12,351,783	11,886,737
	<u>95,313,306</u>	<u>102,728,470</u>	<u>111,688,190</u>	<u>121,662,695</u>	<u>133,096,533</u>	<u>145,448,316</u>
	<u>102,728,470</u>	<u>111,688,190</u>	<u>121,662,695</u>	<u>133,096,533</u>	<u>145,448,316</u>	<u>157,335,053</u>
\$	3,446,107	\$ 3,812,900	\$ 4,144,156	\$ 4,434,554	\$ 5,225,616	\$ 6,224,928
	1,565,006	1,732,309	1,875,187	1,936,487	2,197,717	2,494,246
	(2,405,770)	12,355,867	7,166,812	13,511,620	(8,677,016)	13,025,384
	(2,974,711)	(3,340,504)	(3,934,066)	(4,638,440)	(5,136,560)	(5,501,408)
	(46,457)	(69,735)	(46,326)	(62,444)	(74,981)	(82,709)
	(2,430)	(2,096)	(1,807)	428	89,476	(578)
	(418,255)	14,488,741	9,203,956	15,182,205	(6,375,748)	16,159,863
	<u>80,247,604</u>	<u>79,829,349</u>	<u>94,318,090</u>	<u>103,522,046</u>	<u>118,704,251</u>	<u>112,328,503</u>
	<u>79,829,349</u>	<u>94,318,090</u>	<u>103,522,046</u>	<u>118,704,251</u>	<u>112,328,503</u>	<u>128,488,366</u>
\$	<u>22,899,121</u>	<u>\$ 17,370,100</u>	<u>\$ 18,140,649</u>	<u>\$ 14,392,282</u>	<u>\$ 33,119,813</u>	<u>\$ 28,846,687</u>
	77.71%	84.45%	85.09%	89.19%	77.23%	81.67%
\$	22,357,225	\$ 24,697,874	\$ 26,780,992	\$ 27,664,104	\$ 31,395,959	\$ 35,632,091
	102.42%	70.33%	67.74%	52.03%	105.49%	80.96%

City of Burleson, Texas
Schedule of Pension Contributions
Texas Municipal Retirement System
For The Year Ended September 30, 2024

Fiscal Year	<u>2015</u>	<u>2016</u>	<u>2017</u>
Actuarial determined contribution	\$ 2,929,061	\$ 3,290,623	\$ 3,270,142
Contributions in relation to the actuarially determined contribution	<u>2,929,061</u>	<u>3,290,623</u>	<u>3,270,142</u>
Contribution deficiency (excess)	-	-	-
Covered payroll	\$ 19,127,256	\$ 21,503,209	\$ 21,235,212
Contributions as a percentage of covered payroll	15.31%	15.30%	15.40%

Notes to Schedule:

Valuation Date Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	22 years (longest amortization ladder)
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.50%
Salary Increases	3.60% to 11.85% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2023 valuation pursuant to an experience study of the period ending 2022.

Mortality Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information There were no benefit changes during the year.

Exhibit D-3

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$	3,413,058	\$ 3,710,515	\$ 4,023,849	\$ 4,144,156	\$ 4,434,554	\$ 5,225,616	\$ 6,224,926
	<u>3,413,058</u>	<u>3,710,515</u>	<u>4,023,849</u>	<u>4,144,156</u>	<u>4,434,554</u>	<u>5,225,616</u>	<u>6,224,926</u>
	-	-	-	-	-	-	-
\$	21,235,212	\$ 24,033,514	\$ 26,033,943	\$ 26,780,992	\$ 27,664,104	\$ 34,804,970	\$ 35,632,099
	16.07%	15.44%	15.46%	15.47%	16.03%	15.01%	17.47%

City of Burleson, Texas
Schedule of Changes In Total OPEB Liability and
Related Ratios - Texas Municipal Retirement System –
Supplemental Death Benefits Fund
For the Year Ended September 30, 2024

Exhibit D-4

Plan Year Ended December 31,	2017	2018	2019	2020	2021	2022	2023
A. Total OPEB Liability							
Service Cost	\$ 32,359	\$ 40,243	\$ 37,047	\$ 53,562	\$ 71,927	\$ 78,490	\$ 42,759
Interest (on the Total OPEB Liability)	22,672	23,726	26,040	24,950	23,003	23,092	33,845
Difference between expected and actual experience	-	(15,410)	(17,286)	(4,333)	(21,562)	(3,076)	(1,518)
Change of assumptions	62,411	(57,141)	156,463	169,132	42,939	(481,420)	49,195
Benefit payments, including refunds of employee contributions	(4,315)	(4,471)	(4,940)	(5,356)	(13,832)	(15,698)	(21,379)
Net change in total OPEB liability	113,127	(13,053)	197,324	237,955	102,475	(398,612)	102,902
Total OPEB liability - beginning	585,771	698,898	685,845	883,169	1,121,124	1,223,599	824,987
Total OPEB liability - ending	698,898	685,845	883,169	1,121,124	1,223,599	824,987	927,889
B. Covered Payroll							
	\$ 21,572,943	\$ 22,357,225	\$ 24,697,874	\$ 26,780,992	\$ 27,664,104	\$ 31,395,959	\$ 35,632,091
C. Total OPEB Liability as a Percentage of Covered Payroll							
	3.24%	3.07%	3.58%	4.19%	4.42%	2.63%	2.60%

Notes to Schedule:

This schedule is required to have 10 years of information, but information prior to 2017 is not available.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

City of Burleson, Texas
Schedule of Changes In Total OPEB Liability and
Related Ratios - Retiree Health Care Benefit Plan
For the Year Ended September 30, 2024

Exhibit D-5

Measurement Date September 30,	2018	2019	2020	2021	2022	2023	2024
A. Total OPEB Liability							
Service Cost	\$ 148,455	\$ 152,883	\$ 152,373	\$ 214,854	\$ 221,335	\$ 182,225	\$ 189,337
Interest (on the Total OPEB Liability)	118,786	128,811	139,215	101,983	107,463	220,783	214,438
Difference between expected and actual experience	326,732	-	141,692	-	(552,588)	-	(554,732)
Change of assumptions	256,399	52,121	541,708	(102,528)	(45,996)	(40,566)	(80,532)
Benefit payments	(83,018)	(42,529)	-	(37,819)	14,999	(89,925)	9,642
Net change in total OPEB liability	767,354	291,286	974,988	176,490	(254,787)	272,517	(221,847)
Total OPEB liability - beginning	2,535,980	3,303,334	3,594,620	4,569,608	4,746,098	4,491,311	4,763,828
Total OPEB liability - ending	3,303,334	3,594,620	4,569,608	4,746,098	4,491,311	4,763,828	4,541,981
B. Covered-Employee Payroll							
	\$ 18,416,233	\$ 22,342,123	\$ 22,779,945	\$ 26,486,753	\$ 27,030,000	\$ 30,328,507	\$ 36,619,030
C. Total OPEB Liability as a Percentage of Covered-Employee Payroll							
	17.94%	16.09%	20.06%	17.92%	16.62%	15.71%	12.40%

Notes to Schedule:

No assets are accumulated in a trust for the retiree health care plan to pay related benefits that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

This schedule is required to have 10 years of information, but information prior to 2018 is not available.

THE CITY OF
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TEXAS

Other Supplementary Information

THE CITY OF
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TEXAS

City of Burleson, Texas

Combining Financial Statements

Nonmajor Governmental Funds

Special Revenue Funds

Special Revenue Funds are used by the City to account for revenues derived from specific taxes, fees, donations, and grants which are designated to finance particular functions or activities of the City. The City has eight nonmajor special revenue funds which include:

The **BCSDC Special Revenue Fund** is used to account for the half cent sales tax collected to fund the activities of Burleson Community Services Development Corporation.

The **4A Corp Special Revenue Fund** is used to account for the half cent sales tax collected to fund the activities of Burleson 4A Economic Development Corporation.

The **Parks Performance Special Revenue Fund** is used to account for the operation of the City's recreational facilities that derive a large portion of their support from user fees. These include the Burleson Recreation Center, Chisenhall Fields and Hidden Creek Softball Complex.

The **Hotel/Motel Tax Fund** – This fund is used to account for the receipts and allocation of the City's 7% room occupancy tax imposed on the rental of hotel/motel rooms located within the corporate city limits and extraterritorial jurisdiction of the City. These funds are used to promote tourism, conventions, and related activities within the City.

The **Grants Fund** – This fund accounts for various miscellaneous grants from federal, state or local governments.

The **COVID Relief Grants Fund** - This fund accounts for the resources received from federal and state agencies to be used to react to the COVID-19 pandemic.

The **Tax Increment Financing District (TIF) 2 Fund** – This fund accounts for the activity of the City's TIF. Revenues collected are primarily interlocal property tax increment funding. A TIF is a public financial method used as a subsidy for development and community improvement projects.

The **Municipal Court Fund** – This fund accounts for the Municipal Court fees assessed that are legally restricted to the purchase/maintenance of the Court's technology enhancements, Court security, improving the collections of court fees, and funding a portion of the juvenile case manager position.

The **Other Special Revenue Fund** – This fund accounts for the proceeds of other specific revenue sources that are legally restricted or committed to expenditures for specified purposes. Traffic safety, public safety, public works, culture and recreation, economic incentive funds, PEG fund, and PID funds are included under this heading.

Nonmajor Capital Projects Funds

Capital Projects Funds are used to account for capital improvements that are financed by designated resources other than City obligation bonds.

The **Mineral Lease-Funded Capital Projects Fund** is used to account for the acquisition and construction of various capital facilities and is funded by various sales tax revenue and general obligation bonds.

The **4A Economic Development Corporation (EDC) Non-Bond Funded Fund** is a blended component unit of the City. The 4A Corporation administers a ½ cent sales tax. The proceeds of this tax are used to pay debt service on bonds issued for various capital improvements. This special revenue fund accounts for the receipts of the sales tax revenue, and subsequent transfers to the debt service fund. Funds in excess of debt service requirements are utilized on authorized capital projects.

The **BCSDC (4B) Non-Bond Funded Fund** is another component unit of the City. The BCSDC administers ½ cents sales tax. The proceeds of this tax are used to pay debt service on bonds issued for various capital improvements. The special revenue accounts for the receipt of the sales tax revenue, and subsequent transfer of the debt service fund. Funds in excess of debt service requirements are utilized on authorized capital projects and to subsidize the Parks Performance Special Revenue Fund and the Golf Course Fund operations.

City of Burleson, Texas
Combining Financial Statements - Continued
Nonmajor Governmental Funds

The **Street Paving Fund** is used to account for funds deposited by developers in lieu of constructing public facilities such as streets and drainage.

The **Miscellaneous Non-Bond Funded Fund** includes the Park Dedication subfund and the miscellaneous non-bond funded capital project subfunds. These subfunds account for the proceeds of other sources of revenue and expenditures for authorized projects.

Debt Service Funds

The City's Debt Service Funds account for the accumulation of financial resources for the payment of principal and interest on the City's general obligation (property and sales tax supported) debt:

The **General Debt Service Fund** is used to account for the payment of debt supported by ad valorem taxes.

The **4A EDC Debt Service Fund** accounts for receipts of sales tax revenue and payment of debt service.

The **BCSDC (4B) Debt Service Fund** accounts for the receipt of sales tax revenue and payment of debt service.

City of Burleson, Texas
Nonmajor Governmental Funds
Combining Balance Sheet
September 30, 2024

Exhibit E-1
(Page 1 of 2)

	Special Revenue Funds					
	BCSDC Special Revenue	4A Corp Special Revenue	Parks Performance	Hotel/Motel	Grants	COVID Relief Grants
ASSETS						
Cash and investments	\$ 3,500,055	\$ 7,097,110	\$ 1,108,169	\$ 435,242	\$ 8,882	\$ 3,271,192
Receivables:						
Taxes, net	-	-	-	159,045	-	-
Accounts	-	-	24,429	-	7,656	-
Leases	-	191,360	-	-	-	-
Accrued interest	9,239	18,839	2,877	1,165	-	9,825
Due from other governments	1,254,600	1,254,600	-	-	-	-
Due from other funds	351,037	-	-	-	-	-
Prepaid items	4,903	-	-	-	-	-
Total assets	<u>5,119,834</u>	<u>8,561,909</u>	<u>1,135,475</u>	<u>595,452</u>	<u>16,538</u>	<u>3,281,017</u>
LIABILITIES						
Current liabilities:						
Accounts payable	18,799	321,086	105,497	11,544	-	9,906
Accrued liabilities	16,050	24,984	105,130	-	-	-
Unearned revenue	-	-	201,251	-	-	2,848,247
Total liabilities	<u>34,849</u>	<u>346,070</u>	<u>411,878</u>	<u>11,544</u>	<u>-</u>	<u>2,858,153</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue - hotel occupancy taxes	-	-	-	40,042	-	-
Unavailable revenue - leased assets	-	179,685	-	-	-	-
Unavailable revenue - taxes	-	-	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>179,685</u>	<u>-</u>	<u>40,042</u>	<u>-</u>	<u>-</u>
FUND BALANCES						
Nonspendable:						
Prepaid items	4,903	-	-	-	-	-
Restricted for:						
Debt service	-	-	-	-	-	-
Public safety	-	-	-	-	-	-
Parks and recreation	-	-	723,597	-	-	-
Library	-	-	-	-	-	-
Economic development	5,080,082	8,036,154	-	-	-	-
Tourism	-	-	-	543,866	-	-
Other purposes	-	-	-	-	16,538	422,864
Committed for:						
Capital projects	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-
Total fund balances	<u>5,084,985</u>	<u>8,036,154</u>	<u>723,597</u>	<u>543,866</u>	<u>16,538</u>	<u>422,864</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 5,119,834</u>	<u>\$ 8,561,909</u>	<u>\$ 1,135,475</u>	<u>\$ 595,452</u>	<u>\$ 16,538</u>	<u>\$ 3,281,017</u>

City of Burleson, Texas
Nonmajor Governmental Funds
Combining Balance Sheet
September 30, 2024

	Special Revenue Funds			Capital Projects Funds	
	TIF 2	Municipal Court	Other Special Revenue	Mineral Lease Funded Capital Projects	4A EDC Non-bond Funded
ASSETS					
Cash and investments	\$ 933,988	\$ 188,808	\$ 608,915	\$ 908,444	\$ 340,233
Receivables:					
Taxes, net	-	-	-	-	-
Accounts	5,909	-	8,694	-	-
Leases	-	-	-	-	-
Accrued interest	2,481	501	1,160	23,100	904
Due from other governments	-	-	-	-	-
Inventories	-	-	-	-	-
Prepaid items	-	-	-	-	-
Total assets	942,378	189,309	618,769	931,544	341,137
LIABILITIES					
Current liabilities:					
Accounts payable	288	2,471	8,157	2,115	4,904
Accrued liabilities	954	-	85,669	-	-
Unearned revenue	-	-	-	-	-
Total liabilities	1,242	2,471	93,826	2,115	4,904
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue - hotel occupancy taxes	-	-	-	-	-
Unavailable revenue - leased assets	-	-	-	-	-
Unavailable revenue - property taxes	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-
FUND BALANCES					
Nonspendable:					
Prepaid items	-	-	-	-	-
Restricted for:					
Debt service	-	-	-	-	-
Public safety	-	186,838	-	-	-
Parks and recreation	-	-	-	-	-
Library	-	-	87,575	-	-
Economic development	941,136	-	310,033	-	-
Tourism	-	-	-	-	-
Other purposes	-	-	127,335	-	-
Committed for:					
Capital projects	-	-	-	929,429	336,233
Unassigned	-	-	-	-	-
Total fund balances	941,136	186,838	524,943	929,429	336,233
Total liabilities, deferred inflows of resources and fund balances	\$ 942,378	\$ 189,309	\$ 618,769	\$ 931,544	\$ 341,137

Exhibit E-1
(Page 2 of 2)

Capital Projects Funds			Debt Service Funds			Total
BCSDC 4B Non-bond Funded	Street Paving Trust	Miscellaneous Non-bond Funded	General Debt Service	4A EDC Debt Service	BCSDC 4B Debt Service	Other Governmental Funds
\$ 223,922	\$ 2,846,415	\$ 5,585,752	\$ 6,833,173	\$ 12,936	\$ 125,146	\$ 34,028,382
-	-	-	170,370	-	-	329,415
-	-	-	-	-	-	46,688
-	-	-	-	-	-	191,360
604	7,564	14,786	17,998	34	333	111,410
-	-	-	-	-	-	2,509,200
-	-	-	-	-	-	351,037
-	-	-	-	-	-	4,903
<u>224,526</u>	<u>2,853,979</u>	<u>5,600,538</u>	<u>7,021,541</u>	<u>12,970</u>	<u>125,479</u>	<u>37,572,395</u>
-	-	58,438	1,765	325	175	545,470
-	-	-	-	-	-	232,787
-	-	-	-	-	-	3,049,498
<u>-</u>	<u>-</u>	<u>58,438</u>	<u>1,765</u>	<u>325</u>	<u>175</u>	<u>3,827,755</u>
-	-	-	-	-	-	40,042
-	-	-	-	-	-	179,685
-	-	-	168,634	-	-	168,634
<u>-</u>	<u>-</u>	<u>-</u>	<u>168,634</u>	<u>-</u>	<u>-</u>	<u>388,361</u>
-	-	-	-	-	-	4,903
-	-	-	6,851,142	12,645	125,304	6,989,091
-	-	-	-	-	-	186,838
-	-	-	-	-	-	723,597
-	-	-	-	-	-	87,575
-	-	-	-	-	-	14,367,405
-	-	-	-	-	-	543,866
-	-	-	-	-	-	566,737
224,526	2,853,979	5,542,100	-	-	-	9,886,267
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>224,526</u>	<u>2,853,979</u>	<u>5,542,100</u>	<u>6,851,142</u>	<u>12,645</u>	<u>125,304</u>	<u>33,356,279</u>
<u>\$ 224,526</u>	<u>\$ 2,853,979</u>	<u>\$ 5,600,538</u>	<u>\$ 7,021,541</u>	<u>\$ 12,970</u>	<u>\$ 125,479</u>	<u>\$ 37,572,395</u>

THE CITY OF
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City of Burleson, Texas
Combining Statement of Revenues, Expenditures and
Changes in Fund Balances – Nonmajor Governmental Funds
For the Year Ended September 30, 2024

Exhibit E-2
(Page 1 of 2)

	<u>Special Revenue Funds</u>					
	<u>BCSDC</u>	<u>4A Corp</u>	<u>Parks</u>	<u>Hotel/Motel</u>	<u>Grants</u>	<u>COVID Relief</u>
	<u>Special Revenue</u>	<u>Special Revenue</u>	<u>Performance</u>	<u>Hotel/Motel</u>	<u>Grants</u>	<u>Grants</u>
REVENUES						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales and use taxes	7,462,408	7,462,408	-	-	-	-
Hotel occupancy taxes	-	-	-	570,830	-	-
Franchise fees	-	-	-	-	-	-
Charges for services	-	-	2,532,417	-	-	-
Intergovernmental	-	-	-	-	63,811	2,252,081
Fines	-	-	-	-	-	-
Contributions and donations	-	-	-	-	200	-
Investment income	211,004	324,136	36,439	20,034	67	232,625
Mineral lease	-	-	-	-	-	-
Street assessments	-	-	-	-	-	-
Miscellaneous	28,490	333,549	842	750	-	-
	<u>7,701,902</u>	<u>8,120,093</u>	<u>2,569,698</u>	<u>591,614</u>	<u>64,078</u>	<u>2,484,706</u>
Total revenues						
EXPENDITURES						
Current:						
General government	-	162,870	-	-	-	-
Community development	802,709	2,136,392	-	451,842	-	-
Public safety	-	-	-	-	60,249	1,840,246
Public works	-	-	-	-	-	-
Library	-	-	-	-	1,015	-
Parks and recreation	673,393	-	5,258,055	-	-	-
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal agent charges	-	-	-	-	-	-
Debt Issuance Costs	-	-	-	-	-	-
Capital outlay	-	-	41,280	-	-	423,481
	<u>1,476,102</u>	<u>2,299,262</u>	<u>5,299,335</u>	<u>451,842</u>	<u>61,264</u>	<u>2,263,727</u>
Total expenditures						
EXCESS (DEFICIENCY) OF REVENUES						
OVER (UNDER) EXPENDITURES	<u>6,225,800</u>	<u>5,820,831</u>	<u>(2,729,637)</u>	<u>139,772</u>	<u>2,814</u>	<u>220,979</u>
OTHER FINANCING SOURCES (USES)						
Issuance of debt	-	-	-	-	-	-
Premium on debt issuance	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-
Transfers in	-	-	3,453,234	-	-	-
Transfers out	(6,480,870)	(3,218,074)	-	-	-	-
	<u>(6,480,870)</u>	<u>(3,218,074)</u>	<u>3,453,234</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total other financing sources (uses)						
NET CHANGE IN FUND BALANCE	(255,070)	2,602,757	723,597	139,772	2,814	220,979
FUND BALANCE, BEGINNING	5,340,055	5,433,397	-	404,094	13,724	201,885
FUND BALANCE, ENDING	<u>\$ 5,084,985</u>	<u>\$ 8,036,154</u>	<u>\$ 723,597</u>	<u>\$ 543,866</u>	<u>\$ 16,538</u>	<u>\$ 422,864</u>

City of Burleson, Texas
Combining Statement of Revenues, Expenditures and
Changes in Fund Balances – Nonmajor Governmental Funds
For the Year Ended September 30, 2024

	Special Revenue Funds			Capital Projects Funds	
	TIF 2	Municipal Court	Other Special Revenue	Mineral Lease Funded Capital Projects	4A EDC Non-bond Funded
REVENUES					
Property taxes	\$ 1,204,520	\$ -	\$ -	\$ -	\$ -
Sales and use taxes	-	-	-	-	-
Hotel occupancy taxes	-	-	-	-	-
Franchise fees	-	-	37,816	-	-
Charges for services	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Fines	-	53,121	-	-	-
Contributions and donations	-	-	100,069	-	-
Investment income	52,461	10,808	22,912	46,530	26,176
Mineral lease	-	-	-	177,853	300
Street assessments	-	-	112,303	-	-
Miscellaneous	11,817	-	-	-	-
Total revenues	1,268,798	63,929	273,100	224,383	26,476
EXPENDITURES					
Current:					
General government	-	-	133,367	-	-
Community development	216,392	-	-	-	-
Public safety	220,019	87,880	-	-	-
Public works	-	-	31,941	-	22
Library	-	-	14,176	-	-
Parks and recreation	25,748	-	-	97,780	-
Debt service:					
Principal retirement	-	-	-	-	-
Interest and fiscal agent charges	-	-	-	-	-
Debt Issuance Costs	-	-	-	-	-
Capital outlay	-	-	-	4,033	722,167
Total expenditures	462,159	87,880	179,484	101,813	722,189
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	806,639	(23,951)	93,616	122,570	(695,713)
OTHER FINANCING SOURCES (USES)					
Issuance of debt	-	-	-	-	-
Premium on debt issuance	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-
Transfers in	449,374	-	-	-	-
Transfers out	(654,689)	-	-	-	-
Total other financing sources (uses)	(205,315)	-	-	-	-
NET CHANGE IN FUND BALANCE	601,324	(23,951)	93,616	122,570	(695,713)
FUND BALANCE, BEGINNING	339,812	210,789	431,327	806,859	1,031,946
FUND BALANCE, ENDING	\$ 941,136	\$ 186,838	\$ 524,943	\$ 929,429	\$ 336,233

Exhibit E-2
(Page 2 of 2)

Capital Projects Funds			Debt Service Funds			Total
BCSDC 4B Non-bond Funded	Street Paving Trust	Miscellaneous Non-bond Funded	General Debt Service	4A EDC Debt Service	BCSDC 4B Debt Service	Other Governmental Funds
\$ -	\$ -	\$ -	\$ 8,898,932	\$ -	\$ -	\$ 10,103,452
-	-	-	-	-	-	14,924,816
-	-	-	-	-	-	570,830
-	-	-	-	-	-	37,816
-	-	-	-	-	-	2,532,417
-	-	-	-	-	-	2,315,892
-	-	-	-	-	-	53,121
-	810,619	4,620	-	-	-	915,508
23,133	134,688	332,537	389,037	732	6,588	1,869,907
-	-	-	-	-	-	178,153
-	-	-	-	-	-	112,303
-	-	-	-	-	-	375,448
<u>23,133</u>	<u>945,307</u>	<u>337,157</u>	<u>9,287,969</u>	<u>732</u>	<u>6,588</u>	<u>33,989,663</u>
-	-	-	-	-	-	296,237
-	-	56,469	-	-	-	3,663,804
-	-	-	-	-	-	2,208,394
-	-	29,310	-	-	-	61,273
-	-	-	-	-	-	15,191
6,790	-	875	-	-	-	6,062,641
-	-	-	5,897,391	2,004,038	1,225,000	9,126,429
-	-	-	2,746,953	1,215,832	573,187	4,535,972
-	-	-	113,658	-	-	113,658
360,003	20,155	431,154	-	-	-	2,002,273
<u>366,793</u>	<u>20,155</u>	<u>517,808</u>	<u>8,758,002</u>	<u>3,219,870</u>	<u>1,798,187</u>	<u>28,085,872</u>
<u>(343,660)</u>	<u>925,152</u>	<u>(180,651)</u>	<u>529,967</u>	<u>(3,219,138)</u>	<u>(1,791,599)</u>	<u>5,903,791</u>
-	-	-	8,900,232	-	-	8,900,232
-	-	-	845,644	-	-	845,644
-	-	-	(9,571,767)	-	-	(9,571,767)
-	-	600,000	654,689	3,218,074	1,797,632	10,173,003
-	-	-	-	-	-	(10,353,633)
-	-	600,000	828,798	3,218,074	1,797,632	(6,521)
(343,660)	925,152	419,349	1,358,765	(1,064)	6,033	5,897,270
<u>568,186</u>	<u>1,928,827</u>	<u>5,122,751</u>	<u>5,492,377</u>	<u>13,709</u>	<u>119,271</u>	<u>27,459,009</u>
<u>\$ 224,526</u>	<u>\$ 2,853,979</u>	<u>\$ 5,542,100</u>	<u>\$ 6,851,142</u>	<u>\$ 12,645</u>	<u>\$ 125,304</u>	<u>\$ 33,356,279</u>

City of Burleson, Texas
Debt Service Funds
Budgetary Comparison Schedule
For the Year Ended September 30, 2024

	General Debt Service			
	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Property taxes and assessments	\$ 9,843,000	\$ 9,843,000	\$ 8,898,932	\$ (944,068)
Investment income	150,000	150,000	389,037	239,037
Total revenues	9,993,000	9,993,000	9,287,969	(705,031)
EXPENDITURES				
Debt service:				
Principal retirement	5,887,270	5,887,270	5,897,391	(10,121)
Interest and fiscal agent charges	2,742,470	2,742,470	2,746,953	(4,483)
Bond issuance costs	-	-	113,658	(113,658)
Total expenditures	8,629,740	8,629,740	8,758,002	(128,262)
Excess (deficiency) of revenues over (under) expenditures	1,363,260	1,363,260	529,967	(833,293)
OTHER FINANCING SOURCES (USES)				
Issuance of debt	-	-	8,900,232	8,900,232
Premium on debt issuance	-	-	845,644	845,644
Payment to escrow agent	-	-	(9,571,767)	(9,571,767)
Transfers in	653,013	653,013	654,689	1,676
Total other financing sources (uses)	653,013	653,013	828,798	175,785
NET CHANGE IN FUND BALANCE	2,016,273	2,016,273	1,358,765	(657,508)
FUND BALANCE, BEGINNING	5,492,377	5,492,377	5,492,377	-
FUND BALANCE, ENDING	\$ 7,508,650	\$ 7,508,650	\$ 6,851,142	\$ (657,508)

Exhibit E-3

BCSDC Debt Service				4A EDC Debt Service			
Original Budget	Final Budget	Actual	Variance Positive (Negative)	Original Budget	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7,500	7,500	6,588	(912)	750	750	732	(18)
<u>7,500</u>	<u>7,500</u>	<u>6,588</u>	<u>(912)</u>	<u>750</u>	<u>750</u>	<u>732</u>	<u>(18)</u>
1,401,072	1,401,072	1,225,000	176,072	1,800,932	1,800,932	2,004,038	(203,106)
824,136	824,136	573,187	250,949	958,474	958,474	1,215,832	(257,358)
-	-	-	-	-	-	-	-
<u>2,225,208</u>	<u>2,225,208</u>	<u>1,798,187</u>	<u>427,021</u>	<u>2,759,406</u>	<u>2,759,406</u>	<u>3,219,870</u>	<u>(460,464)</u>
<u>(2,217,708)</u>	<u>(2,217,708)</u>	<u>(1,791,599)</u>	<u>426,109</u>	<u>(2,758,656)</u>	<u>(2,758,656)</u>	<u>(3,219,138)</u>	<u>(460,482)</u>
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<u>2,224,218</u>	<u>2,224,218</u>	<u>1,797,632</u>	<u>(426,586)</u>	<u>2,757,636</u>	<u>2,757,636</u>	<u>3,218,074</u>	<u>460,438</u>
<u>2,224,218</u>	<u>2,224,218</u>	<u>1,797,632</u>	<u>(426,586)</u>	<u>2,757,636</u>	<u>2,757,636</u>	<u>3,218,074</u>	<u>460,438</u>
6,510	6,510	6,033	(477)	(1,020)	(1,020)	(1,064)	(44)
<u>119,271</u>	<u>119,271</u>	<u>119,271</u>	<u>-</u>	<u>13,709</u>	<u>13,709</u>	<u>13,709</u>	<u>-</u>
<u>\$ 125,781</u>	<u>\$ 125,781</u>	<u>\$ 125,304</u>	<u>\$ (477)</u>	<u>\$ 12,689</u>	<u>\$ 12,689</u>	<u>\$ 12,645</u>	<u>\$ (44)</u>

City of Burleson, Texas
Hotel/Motel Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2024

Exhibit E-4

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Hotel occupancy taxes	\$ 481,809	\$ 481,809	\$ 570,830	\$ 89,021
Investment income	15,000	15,000	20,034	5,034
Miscellaneous	20,000	20,000	750	(19,250)
Total revenues	516,809	516,809	591,614	74,805
EXPENDITURES				
Current:				
Community development	544,540	544,540	451,842	92,698
Total expenditures	544,540	544,540	451,842	92,698
NET CHANGE IN FUND BALANCE	(27,731)	(27,731)	139,772	167,503
FUND BALANCE, BEGINNING	404,094	404,094	404,094	-
FUND BALANCE, ENDING	\$ 376,363	\$ 376,363	\$ 543,866	\$ 167,503

City of Burleson, Texas
BCSDC Special Revenue Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2024

Exhibit E-5

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Sales tax	\$ 7,594,138	\$ 7,594,138	\$ 7,462,408	\$ (131,730)
Investment income	90,000	90,000	211,004	121,004
Miscellaneous	40,259	40,259	28,490	(11,769)
Total revenues	<u>7,724,397</u>	<u>7,724,397</u>	<u>7,701,902</u>	<u>(22,495)</u>
EXPENDITURES				
Current:				
Community development	535,892	895,292	802,709	92,583
Parks and recreation	587,595	655,595	673,393	(17,798)
Capital outlay	50,000	50,000	-	50,000
Total expenditures	<u>1,173,487</u>	<u>1,600,887</u>	<u>1,476,102</u>	<u>124,785</u>
EXCESS OF REVENUES OVER EXPENDITURES	6,550,910	6,123,510	6,225,800	102,290
OTHER FINANCING USES				
Transfers out	(6,907,456)	(6,480,870)	(6,480,870)	-
Total other financing uses	<u>(6,907,456)</u>	<u>(6,480,870)</u>	<u>(6,480,870)</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	(356,546)	(357,360)	(255,070)	102,290
FUND BALANCE, BEGINNING	<u>5,340,055</u>	<u>5,340,055</u>	<u>5,340,055</u>	<u>-</u>
FUND BALANCE, ENDING	<u>\$ 4,983,509</u>	<u>\$ 4,982,695</u>	<u>\$ 5,084,985</u>	<u>\$ 102,290</u>

City of Burleson, Texas
4A Corp Special Revenue Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2024

Exhibit E-6

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Sales tax	\$ 7,594,138	\$ 7,594,138	\$ 7,462,408	\$ (131,730)
Investment income	100,000	100,000	324,136	224,136
Miscellaneous	290,000	290,000	333,549	43,549
Total revenues	7,984,138	7,984,138	8,120,093	135,955
EXPENDITURES				
Current:				
General Government	161,734	161,734	162,870	(1,136)
Community development	6,194,448	6,235,331	2,136,392	4,098,939
Total expenditures	6,356,182	6,397,065	2,299,262	4,097,803
EXCESS OF REVENUES OVER EXPENDITURES	1,627,956	1,587,073	5,820,831	4,233,758
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	2,375,000	2,375,000	-	2,375,000
Transfers out	(2,757,636)	(3,218,075)	(3,218,074)	(1)
Total other financing sources (uses)	(382,636)	(843,075)	(3,218,074)	2,374,999
NET CHANGE IN FUND BALANCE	1,245,320	743,998	2,602,757	1,858,759
FUND BALANCE, BEGINNING	5,433,397	5,433,397	5,433,397	-
FUND BALANCE, ENDING	\$ 6,678,717	\$ 6,177,395	\$ 8,036,154	\$ 1,858,759

City of Burleson, Texas
Parks Performance Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2024

Exhibit E-7

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
REVENUES				
Charges for services	\$ 2,197,050	\$ 2,197,050	\$ 2,532,417	\$ 335,367
Investment income	10,000	10,000	36,439	26,439
Miscellaneous	-	-	842	842
	<u>2,207,050</u>	<u>2,207,050</u>	<u>2,569,698</u>	<u>362,648</u>
EXPENDITURES				
Current:				
Parks and recreation	5,487,456	5,487,456	5,258,055	229,401
Capital outlay	172,828	172,828	41,280	131,548
	<u>5,660,284</u>	<u>5,660,284</u>	<u>5,299,335</u>	<u>360,949</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,453,234)	(3,453,234)	(2,729,637)	723,597
OTHER FINANCING SOURCES				
Transfers in	3,453,234	3,453,234	3,453,234	-
	<u>3,453,234</u>	<u>3,453,234</u>	<u>3,453,234</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	-	-	723,597	723,597
FUND BALANCE, BEGINNING	-	-	-	-
FUND BALANCE, ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 723,597</u>	<u>\$ 723,597</u>

City of Burleson, Texas
TIF 2 Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2024

Exhibit E-8

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Property taxes	\$ 1,192,589	\$ 1,192,589	\$ 1,204,520	\$ 11,931
Investment income	30,000	30,000	52,461	22,461
Miscellaneous	14,000	14,000	11,817	(2,183)
Total revenues	1,236,589	1,236,589	1,268,798	32,209
EXPENDITURES				
Current:				
Community development	395,491	394,688	216,392	178,296
Public safety	238,719	238,719	220,019	18,700
Parks and recreation	40,729	40,729	25,748	14,981
Total expenditures	674,939	674,136	462,159	211,977
EXCESS OF REVENUES OVER EXPENDITURES	561,650	562,453	806,639	244,186
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	449,374	(449,374)
Transfers out	(653,013)	(653,013)	(654,689)	1,676
Total other financing sources (uses)	(653,013)	(653,013)	(205,315)	(447,698)
NET CHANGE IN FUND BALANCE	(91,363)	(90,560)	601,324	691,884
FUND BALANCE, BEGINNING	339,812	339,812	339,812	-
FUND BALANCE, ENDING	\$ 248,449	\$ 249,252	\$ 941,136	\$ 691,884

City of Burleson, Texas
Municipal Court Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2024

Exhibit E-9

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
REVENUES				
Fines	\$ 80,000	\$ 80,000	\$ 53,121	\$ (26,879)
Investment income	6,200	6,200	10,808	4,608
Total revenues	<u>86,200</u>	<u>86,200</u>	<u>63,929</u>	<u>(22,271)</u>
EXPENDITURES				
Current:				
Public safety	<u>132,942</u>	<u>132,942</u>	<u>87,880</u>	<u>45,062</u>
Total expenditures	<u>132,942</u>	<u>132,942</u>	<u>87,880</u>	<u>45,062</u>
NET CHANGE IN FUND BALANCE	(46,742)	(46,742)	(23,951)	22,791
FUND BALANCE, BEGINNING	<u>210,789</u>	<u>210,789</u>	<u>210,789</u>	<u>-</u>
FUND BALANCE, ENDING	<u>\$ 164,047</u>	<u>\$ 164,047</u>	<u>\$ 186,838</u>	<u>\$ 22,791</u>

City of Burleson, Texas
Combining Financial Statements
Nonmajor Enterprise Funds

Nonmajor Enterprise Funds

The **Hidden Creek Golf Course Fund** accounts for the operations of the City's golf course, Hidden Creek Golf Course.

The **Solid Waste Fund** accounts for the operations of the City's solid waste collection utility.

The **Cemetery Enterprise Fund** accounts for the operations of the City's cemetery.

City of Burleson, Texas
Nonmajor Enterprise Funds
Combining Statement of Net Position
September 30, 2024

Exhibit F-1

	Hidden Creek Golf Course	Solid Waste	Cemetery	Total
ASSETS				
Current assets:				
Deposits and investments	\$ 41,702	\$ 659,496	\$ 699,265	\$ 1,400,463
Receivables:				
Accounts	25,654	605,542	26,081	657,277
Accrued interest	143	1,782	6,451	8,376
Total current assets	<u>67,499</u>	<u>1,266,820</u>	<u>731,797</u>	<u>2,066,116</u>
Noncurrent assets:				
Capital assets, net	<u>3,079,943</u>	<u>5,124</u>	<u>1,327,473</u>	<u>4,412,540</u>
Total noncurrent assets	<u>3,079,943</u>	<u>5,124</u>	<u>1,327,473</u>	<u>4,412,540</u>
Total assets	<u>3,147,442</u>	<u>1,271,944</u>	<u>2,059,270</u>	<u>6,478,656</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	873	-	-	873
Deferred outflows related to pensions	261,880	-	-	261,880
Deferred outflows related to OPEB (RHP & SDBF)	9,962	-	-	9,962
Total deferred outflows of resources	<u>272,715</u>	<u>-</u>	<u>-</u>	<u>272,715</u>
LIABILITIES				
Current liabilities:				
Accounts payable	\$ 112,856	\$ 678,145	\$ 34	\$ 791,035
Accrued liabilities	87,086	-	-	87,086
Accrued interest payable	1,207	-	-	1,207
Due to other funds	351,037	-	-	351,037
Bonds and compensated absences	395,258	-	-	395,258
Total current liabilities	<u>947,444</u>	<u>678,145</u>	<u>34</u>	<u>1,625,623</u>
Noncurrent liabilities:				
Bonds and compensated absences	68,394	-	-	68,394
Net pension liability	628,378	-	-	628,378
Total OPEB liability (RHP & SDBF)	119,153	-	-	119,153
Total noncurrent liabilities	<u>815,925</u>	<u>-</u>	<u>-</u>	<u>815,925</u>
Total liabilities	<u>1,763,369</u>	<u>678,145</u>	<u>34</u>	<u>2,441,548</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to pensions	13,183	-	-	13,183
Deferred inflows related to OPEB (RHP & SDBF)	29,425	-	-	29,425
Total deferred inflows of resources	<u>42,608</u>	<u>-</u>	<u>-</u>	<u>42,608</u>
NET POSITION				
Net investment in capital assets	2,692,961	5,124	1,327,473	4,025,558
Unrestricted	<u>(1,078,781)</u>	<u>588,675</u>	<u>731,763</u>	<u>241,657</u>
TOTAL NET POSITION	<u>\$ 1,614,180</u>	<u>\$ 593,799</u>	<u>\$ 2,059,236</u>	<u>\$ 4,267,215</u>

City of Burleson, Texas
Nonmajor Enterprise Funds
Combining Statement of Revenues, Expenses,
and Changes in Net Position
For the Year Ended September 30, 2024

Exhibit F-2

	Hidden Creek Golf Course	Solid Waste	Cemetery	Total
OPERATING REVENUES				
Charges for goods and services	\$ 2,248,182	\$ 4,358,801	\$ 102,833	\$ 6,709,816
Miscellaneous	1,273	-	-	1,273
Mineral lease	-	-	7,181	7,181
Total operating revenues	<u>2,249,455</u>	<u>4,358,801</u>	<u>110,014</u>	<u>6,718,270</u>
OPERATING EXPENSES				
Cost of golf operations	3,179,415	-	-	3,179,415
Cost of cemetery operations	-	-	4,467	4,467
Cost of solid waste operations	-	4,268,271	-	4,268,271
Materials, supplies, and cemetery lots	-	-	19,834	19,834
Depreciation	58,818	207	39,262	98,287
Total operating expenses	<u>3,238,233</u>	<u>4,268,478</u>	<u>63,563</u>	<u>7,570,274</u>
OPERATING INCOME (LOSS)	<u>(988,778)</u>	<u>90,323</u>	<u>46,451</u>	<u>(852,004)</u>
NON-OPERATING REVENUES (EXPENSES)				
Investment income	3,965	30,094	36,719	70,778
Interest and fiscal agent charges	(20,622)	-	-	(20,622)
Total non-operating revenues (expenses)	<u>(16,657)</u>	<u>30,094</u>	<u>36,719</u>	<u>50,156</u>
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS				
	(1,005,435)	120,417	83,170	(801,848)
Transfers in	1,230,004	-	-	1,230,004
Transfers out	-	(46,038)	-	(46,038)
CHANGE IN NET POSITION	224,569	74,379	83,170	382,118
NET POSITION AT BEGINNING OF YEAR	<u>1,389,611</u>	<u>519,420</u>	<u>1,976,066</u>	<u>3,885,097</u>
NET POSITION AT END OF YEAR	<u>\$ 1,614,180</u>	<u>\$ 593,799</u>	<u>\$ 2,059,236</u>	<u>\$ 4,267,215</u>

City of Burleson, Texas
Nonmajor Enterprise Funds
Combining Statement of Cash Flows
For the Year Ended September 30, 2024

Exhibit F-3

	<u>Hidden Creek Golf Course</u>	<u>Solid Waste</u>	<u>Cemetery</u>	<u>Total Nonmajor Enterprise Funds</u>
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 2,232,277	\$ 4,098,417	\$ 114,089	\$ 6,444,783
Payments to suppliers and service providers	(1,652,855)	(4,207,502)	(24,267)	(5,884,624)
Payments to employees for salaries and benefits	(1,415,834)	-	-	(1,415,834)
Payments from other funds for services provided	176,065	-	-	176,065
Other receipts	-	-	7,181	7,181
Net cash provided by (used in) operating activities	<u>(660,347)</u>	<u>(109,085)</u>	<u>97,003</u>	<u>(672,429)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Payments from other funds	1,230,004	-	-	1,230,004
Payments to other funds	-	(46,038)	-	(46,038)
Net cash provided by (used in) noncapital financing activities	<u>1,230,004</u>	<u>(46,038)</u>	<u>-</u>	<u>1,183,966</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Principal paid on bonds	(723,286)	-	-	(723,286)
Interest payments on bonds	(31,269)	-	-	(31,269)
Proceeds of bond issuance	361,714	-	-	361,714
Acquisition of capital assets	(151,784)	-	(71,546)	(223,330)
Net cash (used in) capital and related financial activities	<u>(544,625)</u>	<u>-</u>	<u>(71,546)</u>	<u>(616,171)</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received	4,151	29,327	31,022	64,500
Net cash provided by investing activities	<u>4,151</u>	<u>29,327</u>	<u>31,022</u>	<u>64,500</u>
Net increase (decrease) in cash and cash equivalents	29,183	(125,796)	56,479	(40,134)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>12,519</u>	<u>785,292</u>	<u>642,786</u>	<u>1,440,597</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 41,702</u>	<u>\$ 659,496</u>	<u>\$ 699,265</u>	<u>\$ 1,400,463</u>

City of Burleson, Texas
Combining Financial Statements
Nonmajor Enterprise Funds
Combining Statement of Cash Flows – Continued
For the Year Ended September 30, 2024

Exhibit F-3

	Hidden Creek Golf Course	Solid Waste	Cemetery	Total Nonmajor Enterprise Funds
Reconciliation of operating loss				
to net cash provided (used) by operating activities:				
Operating income (loss)	\$ (988,778)	\$ 90,323	\$ 46,451	\$ (852,004)
Depreciation	58,818	207	39,262	98,287
Change in operating assets and liabilities:				
(Increase) decrease in accounts receivable	(17,178)	(260,384)	11,256	(266,306)
(Increase) decrease in inventories	-	-	-	-
(Increase) decrease in deferred outflows related to pension	69,183	-	-	69,183
(Increase) decrease in deferred outflows related to OPEB	2,866	-	-	2,866
Increase (decrease) in accounts payable	(4,205)	60,769	34	56,598
Increase (decrease) in accrued liabilities	29,781	-	-	29,781
Increase (decrease) in customer deposits	-	-	-	-
Increase (decrease) in unearned revenue	-	-	-	-
Increase (decrease) in due to other funds	176,065	-	-	176,065
Increase (decrease) in compensated absences	-	-	-	-
Increase (decrease) in net pension liability and total OPEB liability	(10,044)	-	-	(10,044)
Increase (decrease) in deferred inflows related to pension	13,183	-	-	13,183
Increase (decrease) in deferred inflows related to OPEB	9,962	-	-	9,962
Net cash provided by (used in) operating activities	<u>\$ (660,347)</u>	<u>\$ (109,085)</u>	<u>\$ 97,003</u>	<u>\$ (672,429)</u>

City of Burleson, Texas
Combining Financial Statements
Internal Service Funds

Internal Service Funds are used to account for the financing of goods and/or services provided by one department to another department within the City:

The **Equipment Services Fund** accounts for a full range of services in managing and maintaining the City's fleet of vehicles and equipment. All costs associated with these operations are charged to the using department to offset the adopted budget to this fund.

The **Governmental Vehicle Replacement Fund** provides for the replacement of vehicles and equipment utilized by all governmental City departments. The two equipment replacement funds enable the City to fund major equipment purchases without substantially affecting the stability of the ad valorem tax rate.

The **Business-Type Vehicle Replacement Fund** is used as a funding, management and planning tool that provides a systematic approach to the replacement of City-owned vehicles and equipment used by the Water-Wastewater, Golf and Solid Waste funds.

The **Support Services Fund** is designed to record the activities of support services function (currently only Information Technology) and allow for the costs of these services to be reflected as expenditures of the "customer" departments.

The **Health Insurance Fund** accounts for the City's self-health insurance program.

City of Burleson, Texas
Combining Statement of Net Position
Internal Service Funds
September 30, 2024

Exhibit G-1

	<u>Equipment Services</u>	<u>Governmental Vehicle Replacement</u>	<u>Business-type Vehicle Replacement</u>	<u>Support Services</u>	<u>Health Insurance</u>	<u>Total Internal Service Funds</u>
ASSETS						
Current assets:						
Cash and investments	\$ 404,805	\$ 5,326,848	\$ 493,433	\$ 1,726,897	\$ 3,321,481	\$ 11,273,464
Receivables:						
Accounts	-	-	-	91,120	11,285	102,405
Accrued interest	1,059	14,156	1,311	4,549	8,808	29,883
Inventories	22,375	-	-	-	-	22,375
Total current assets	<u>428,239</u>	<u>5,341,004</u>	<u>494,744</u>	<u>1,822,566</u>	<u>3,341,574</u>	<u>11,428,127</u>
Noncurrent assets:						
Capital assets, net	39,539	3,183,137	1,678,336	4,541,223	-	9,442,235
Total noncurrent assets	<u>39,539</u>	<u>3,183,137</u>	<u>1,678,336</u>	<u>4,541,223</u>	<u>-</u>	<u>9,442,235</u>
Total assets	<u>467,778</u>	<u>8,524,141</u>	<u>2,173,080</u>	<u>6,363,789</u>	<u>3,341,574</u>	<u>20,870,362</u>
DEFERRED OUTFLOWS OF RESOURCES						
Deferred outflows related to pensions	118,719	-	-	390,375	-	509,094
Deferred outflows related to OPEB (RHP & SDBF)	4,518	-	-	14,849	-	19,367
Total deferred outflows	<u>123,237</u>	<u>-</u>	<u>-</u>	<u>405,224</u>	<u>-</u>	<u>528,461</u>
LIABILITIES						
Current liabilities:						
Accounts payable	38,887	-	-	674,886	1,018	714,791
Compensated absences	18,359	-	-	70,544	-	88,903
Financed purchases	-	-	-	336,655	-	336,655
Subscription liabilities	-	-	-	389,526	-	389,526
Accrued liabilities	26,175	-	-	73,346	-	99,521
Total current liabilities	<u>83,421</u>	<u>-</u>	<u>-</u>	<u>1,544,957</u>	<u>1,018</u>	<u>1,629,396</u>
Noncurrent liabilities:						
Net pension liability	284,866	-	-	936,704	-	1,221,570
Total OPEB liability (RHP & SDBF)	54,016	-	-	177,616	-	231,632
Financed purchases	-	-	-	886,808	-	886,808
Subscription liabilities	-	-	-	362,674	-	362,674
Compensated absences	-	-	-	36,059	-	36,059
Total noncurrent liabilities	<u>338,882</u>	<u>-</u>	<u>-</u>	<u>2,399,861</u>	<u>-</u>	<u>2,738,743</u>
Total liabilities	<u>422,303</u>	<u>-</u>	<u>-</u>	<u>3,944,818</u>	<u>1,018</u>	<u>4,368,139</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred inflows related to pensions	5,976	-	-	19,652	-	25,628
Deferred inflows related to OPEB (RHP & SDBF)	13,339	-	-	43,862	-	57,201
Total deferred inflows	<u>19,315</u>	<u>-</u>	<u>-</u>	<u>63,514</u>	<u>-</u>	<u>82,829</u>
NET POSITION						
Net investment in capital assets	39,539	3,183,137	1,678,336	4,541,223	-	9,442,235
Unrestricted	109,858	5,341,004	494,744	(1,780,542)	3,340,556	7,505,620
Total net position	<u>\$ 149,397</u>	<u>\$ 8,524,141</u>	<u>\$ 2,173,080</u>	<u>\$ 2,760,681</u>	<u>\$ 3,340,556</u>	<u>\$ 16,947,855</u>

City of Burleson, Texas
Combining Statement of Revenues, Expenses and
Changes in Fund Net Position - Internal Service Funds
September 30, 2024

Exhibit G-2

	Equipment Services	Governmental Vehicle Replacement	Business-type Vehicle Replacement	Support Services	Health Insurance	Total Internal Service Funds
OPERATING REVENUES						
Charges for goods and services	\$ 2,325,024	\$ 1,553,588	\$ 475,000	\$ 5,660,607	\$ 7,143,000	\$ 17,157,219
Miscellaneous	-	-	-	44,998	-	44,998
Total operating revenues	<u>2,325,024</u>	<u>1,553,588</u>	<u>475,000</u>	<u>5,705,605</u>	<u>7,143,000</u>	<u>17,202,217</u>
OPERATING EXPENSES						
Personnel services	583,600	-	-	1,843,874	448,224	2,875,698
Professional and contracted services	-	-	-	156,594	94,821	251,415
Administrative and IT	169,143	3,664	2,023	255,342	-	430,172
Insurance	-	-	-	-	6,898,611	6,898,611
Repairs and maintenance	542,086	-	-	2,276,006	-	2,818,092
Materials and supplies	686,034	-	-	540,334	-	1,226,368
Other costs	36	50,019	3,924	113,664	-	167,643
Depreciation/amortization	11,883	1,128,500	325,734	838,915	-	2,305,032
Total operating expenses	<u>1,992,782</u>	<u>1,182,183</u>	<u>331,681</u>	<u>6,024,729</u>	<u>7,441,656</u>	<u>16,973,031</u>
Operating income (loss)	<u>332,242</u>	<u>371,405</u>	<u>143,319</u>	<u>(319,124)</u>	<u>(298,656)</u>	<u>229,186</u>
NONOPERATING REVENUES						
Gain on sale of capital assets	-	-	145,626	-	-	145,626
Investment income	13,806	255,690	45,793	69,070	176,636	560,995
Interest and fiscal agent charges	-	-	-	(38,327)	-	(38,327)
Total nonoperating revenues	<u>13,806</u>	<u>255,690</u>	<u>191,419</u>	<u>30,743</u>	<u>176,636</u>	<u>668,294</u>
Change in net position	<u>346,048</u>	<u>627,095</u>	<u>334,738</u>	<u>(288,381)</u>	<u>(122,020)</u>	<u>897,480</u>
NET POSITION - BEGINNING OF YEAR	<u>(196,651)</u>	<u>7,897,046</u>	<u>1,838,342</u>	<u>3,049,062</u>	<u>3,462,576</u>	<u>16,050,375</u>
NET POSITION - ENDING OF YEAR	<u>\$ 149,397</u>	<u>\$ 8,524,141</u>	<u>\$ 2,173,080</u>	<u>\$ 2,760,681</u>	<u>\$ 3,340,556</u>	<u>\$ 16,947,855</u>

City of Burleson, Texas
Combining Statement of Cash Flows
Internal Service Funds
September 30, 2024

Exhibit G-3

	Equipment Services	Vehicle Replacement Governmental	Vehicle Replacement Business-Type	Support Services	Health Insurance	Total
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts for interfund charges	\$ 2,325,024	\$ 1,555,088	\$ 475,000	\$ 5,569,487	\$ 7,141,378	\$ 17,065,977
Other receipts	-	-	-	44,998	-	44,998
Payments to suppliers and service providers	(1,400,387)	(53,683)	(5,947)	(2,950,334)	(7,016,714)	(11,427,065)
Payments to other funds for services provided	(5,019)	-	-	-	-	(5,019)
Payments to employees for salaries and benefits	(533,912)	-	-	(1,691,445)	(448,224)	(2,673,581)
Net cash provided by (used in) operating activities	385,706	1,501,405	469,053	972,706	(323,560)	3,005,310
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Receipts for sale of capital assets	-	-	145,626	-	-	145,626
Principal payments on subscription liabilities/financed purchases	-	-	-	(706,210)	-	(706,210)
Interest payments on subscription liabilities	-	-	-	(38,327)	-	(38,327)
Acquisition and construction of capital assets	-	(345,679)	(1,226,728)	(455,349)	-	(2,027,756)
Net cash used by capital and related financing activities	-	(345,679)	(1,081,102)	(1,199,886)	-	(2,626,667)
CASH FLOWS FROM INVESTING ACTIVITIES						
Interest received	12,747	246,092	45,713	66,319	171,598	542,469
Net cash provided by investing activities	12,747	246,092	45,713	66,319	171,598	542,469
Net increase (decrease) in cash and cash equivalents	398,453	1,401,818	(566,336)	(160,861)	(151,962)	921,112
CASH AND CASH EQUIVALENTS, beginning of year	6,352	3,925,030	1,059,769	1,887,856	3,473,443	10,352,450
CASH AND CASH EQUIVALENTS, end of year	\$ 404,805	\$ 5,326,848	\$ 493,433	\$ 1,726,995	\$ 3,321,481	\$ 11,273,562
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES						
Operating income (loss)	\$ 332,242	\$ 371,405	\$ 143,319	\$ (319,124)	\$ (298,656)	\$ 229,186
Depreciation	11,883	1,128,500	325,734	838,915	-	2,305,032
Change in operating assets and liabilities:						
Decrease (increase) in accounts receivable	-	1,500	-	(91,120)	(1,622)	(91,242)
Decrease (increase) in inventories	3,253	-	-	-	-	3,253
Decrease (increase) in deferred outflows related to pension	31,240	-	-	108,928	-	140,168
Decrease (increase) in deferred outflows related to OPEB	1,308	-	-	4,456	-	5,764
Increase (decrease) in accounts payable	(6,341)	-	-	391,606	(23,282)	361,983
Increase (decrease) in accrued liabilities	7,850	-	-	23,152	-	31,002
Increase (decrease) in due to other funds	(5,019)	-	-	-	-	(5,019)
Increase (decrease) in compensated absences	3,208	-	-	9,577	-	12,785
Increase (decrease) in net pension and OPEB liability	(4,396)	-	-	(27,905)	-	(32,301)
Increase (decrease) in deferred inflows related to pension	5,976	-	-	19,652	-	25,628
Increase in deferred inflows related to OPEB	4,502	-	-	14,569	-	19,071
Net cash provided by (used in) operating activities	\$ 385,706	\$ 1,501,405	\$ 469,053	\$ 972,706	\$ (323,560)	\$ 3,005,310

City of Burleson, Texas
Statistical Section (Unaudited)

This part of the City of Burleson's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents:	Table
Financial Trends	1
<p>These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.</p>	
Revenue Capacity.....	5
<p>These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.</p>	
Debt Capacity	9
<p>These schedules present information to help the reader assess the affordability of the government's current level of outstanding debt and the government's ability to issue additional debt in the future.</p>	
Demographic and Economic Information	13
<p>These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.</p>	
Operating Information.....	15
<p>These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.</p>	

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports of the relevant year.

City of Burleson, Texas
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Governmental activities:				
Net investment in capital assets	\$ 105,900,578	\$ 111,368,435	\$ 127,316,098	\$ 136,812,328
Restricted	13,626,779	11,548,400	12,262,240	13,166,573
Unrestricted	<u>10,915,868</u>	<u>10,908,958</u>	<u>8,167,997</u>	<u>4,245,368</u>
Total governmental activities net position	<u>\$ 130,443,225</u>	<u>\$ 133,825,793</u>	<u>\$ 147,746,335</u>	<u>\$ 154,224,269</u>
Business-type activities:				
Net investment in capital assets	\$ 59,041,199	\$ 56,061,308	\$ 68,346,297	\$ 69,333,764
Restricted	3,667,415	4,592,463	1,049,746	1,049,746
Unrestricted	<u>7,251,796</u>	<u>12,448,245</u>	<u>10,499,641</u>	<u>15,642,520</u>
Total business-type activities net position	<u>\$ 69,960,410</u>	<u>\$ 73,102,016</u>	<u>\$ 79,895,684</u>	<u>\$ 86,026,030</u>
Primary government:				
Net investment in capital assets	\$ 164,941,777	\$ 167,429,743	\$ 195,662,395	\$ 206,146,122
Restricted	17,294,194	16,140,863	13,311,986	14,216,319
Unrestricted	<u>18,167,664</u>	<u>23,357,203</u>	<u>18,667,638</u>	<u>19,887,888</u>
Total primary government activities net position	<u>\$ 200,403,635</u>	<u>\$ 206,927,809</u>	<u>\$ 227,642,019</u>	<u>\$ 240,250,329</u>

Table 1

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 148,085,539	\$ 153,051,846	\$ 163,721,859	\$ 174,521,592	\$ 202,912,185	\$ 196,476,618
13,232,818	17,468,108	12,460,606	12,617,978	17,576,662	22,953,937
<u>4,248,170</u>	<u>6,714,141</u>	<u>14,525,540</u>	<u>23,156,517</u>	<u>1,899,367</u>	<u>13,701,406</u>
<u>\$ 165,566,527</u>	<u>\$ 177,234,095</u>	<u>\$ 190,708,005</u>	<u>\$ 210,296,087</u>	<u>\$ 222,388,214</u>	<u>\$ 233,131,961</u>
\$ 75,777,424	\$ 79,752,890	\$ 88,788,759	\$ 86,021,027	\$ 75,413,705	\$ 92,255,311
5,225,080	7,415,521	7,608,773	305,147	-	-
<u>11,580,796</u>	<u>13,778,201</u>	<u>10,389,928</u>	<u>28,366,948</u>	<u>31,960,222</u>	<u>17,046,374</u>
<u>\$ 92,583,300</u>	<u>\$ 100,946,612</u>	<u>\$ 106,787,460</u>	<u>\$ 114,693,122</u>	<u>\$ 107,373,927</u>	<u>\$ 109,301,685</u>
\$ 223,862,963	\$ 232,804,736	\$ 252,510,618	\$ 260,542,619	\$ 278,325,890	\$ 288,731,929
18,457,898	24,883,629	20,069,379	12,923,125	17,576,662	22,953,937
<u>15,828,966</u>	<u>20,492,342</u>	<u>24,915,468</u>	<u>51,523,465</u>	<u>33,859,589</u>	<u>30,747,780</u>
<u>\$ 258,149,827</u>	<u>\$ 278,180,707</u>	<u>\$ 297,495,465</u>	<u>\$ 324,989,209</u>	<u>\$ 329,762,141</u>	<u>\$ 342,433,646</u>

City of Burleson, Texas
Changes in Net Position
Last Ten Fiscal Years (Unaudited)
(Accrual Basis of Accounting)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Expenses				
Governmental activities:				
General government	\$ 5,567,804	\$ 3,406,957	\$ 7,611,844	\$ 7,801,767
Public safety	15,587,330	18,135,674	18,619,648	19,356,978
Public works	10,344,069	11,100,276	11,263,930	12,173,830
Community development	2,467,564	4,701,517	2,740,816	4,902,487
Culture and recreation	7,062,534	7,801,924	8,091,904	8,134,817
Parks and recreation	-	-	-	-
Library	-	-	-	-
Interest and other fees	3,218,658	3,237,341	3,118,052	2,954,294
Total governmental activities expenses	<u>44,247,959</u>	<u>48,383,689</u>	<u>51,446,194</u>	<u>55,324,173</u>
Business-type activities:				
Water and wastewater	15,692,100	16,333,488	16,349,125	17,605,194
Hidden Creek Golf Course	1,983,682	2,049,089	2,141,509	2,046,511
Solid Waste	2,779,193	2,846,497	2,957,738	3,047,978
Cemetery	11,891	11,152	11,910	12,528
Total business-type activities expenses	<u>20,466,866</u>	<u>21,240,226</u>	<u>21,460,282</u>	<u>22,712,211</u>
Total primary government expenses	<u>\$ 64,714,825</u>	<u>\$ 69,623,915</u>	<u>\$ 72,906,476</u>	<u>\$ 78,036,384</u>
Program Revenues:				
Governmental activities:				
Charges for services	\$ 7,773,637	\$ 7,566,246	\$ 8,782,144	\$ 8,784,594
Operating grants and contributions	829,724	971,500	1,592,388	1,426,293
Capital grants and contributions	2,983,243	2,144,534	11,440,915	6,353,066
Total governmental activities program revenues	<u>11,586,604</u>	<u>10,682,280</u>	<u>21,815,447</u>	<u>16,563,953</u>
Business-type activities				
Charges for services	21,331,913	22,263,652	23,108,557	25,809,983
Operating grants and contributions	846,581	827,614	1,108,892	-
Capital grants and contributions	1,766,788	1,067,383	4,020,669	2,272,247
Total business-type activities program revenues	<u>23,945,282</u>	<u>24,158,649</u>	<u>28,238,118</u>	<u>28,082,230</u>
Total primary government program revenues	<u>\$ 35,531,886</u>	<u>\$ 34,840,929</u>	<u>\$ 50,053,565</u>	<u>\$ 44,646,183</u>
Net (expense)/revenue				
Governmental activities	\$(32,661,355)	\$(37,701,409)	\$(29,630,747)	\$(38,760,220)
Business-type activities	<u>3,478,416</u>	<u>2,918,423</u>	<u>6,777,836</u>	<u>5,370,019</u>
Total primary government net expense	<u>\$(29,182,939)</u>	<u>\$(34,782,986)</u>	<u>\$(22,852,911)</u>	<u>\$(33,390,201)</u>

Table 2

2019	2020	2021	2022	2023	2024
\$ 8,762,392	\$ 9,901,828	\$ 7,678,903	\$ 8,293,081	\$ 9,606,894	\$ 10,207,283
20,396,702	21,647,212	26,227,399	29,220,408	36,454,820	38,195,557
12,650,861	14,839,605	13,597,575	14,743,553	15,162,754	13,891,525
5,138,466	4,216,584	4,587,759	4,178,055	7,100,096	8,327,647
8,053,419	7,940,337	7,697,763	-	-	-
-	-	-	6,377,399	9,625,261	10,230,231
-	-	-	1,411,839	1,753,245	1,819,145
3,242,540	3,122,881	2,886,794	2,805,915	3,319,651	4,370,179
<u>58,244,380</u>	<u>61,668,447</u>	<u>62,676,193</u>	<u>67,030,250</u>	<u>83,022,721</u>	<u>87,041,567</u>
18,910,941	18,543,022	18,640,527	20,536,810	36,231,989	27,370,058
2,194,026	2,321,398	1,895,172	2,546,070	2,937,323	3,214,012
3,179,444	3,464,393	3,563,473	3,780,319	3,966,031	4,260,205
28,894	33,770	80,828	15,493	69,725	63,563
<u>24,313,305</u>	<u>24,362,583</u>	<u>24,180,000</u>	<u>26,878,692</u>	<u>43,205,068</u>	<u>34,907,838</u>
<u>\$ 82,557,685</u>	<u>\$ 86,031,030</u>	<u>\$ 86,856,193</u>	<u>\$ 93,908,942</u>	<u>\$ 126,227,789</u>	<u>\$121,949,405</u>
\$ 8,480,206	\$ 7,845,040	\$ 8,780,004	\$ 9,394,259	\$ 10,296,569	\$ 11,541,762
738,026	2,998,564	5,981,907	4,270,180	6,847,951	4,959,441
7,595,136	5,699,075	2,253,873	8,786,321	6,156,887	3,053,302
<u>16,813,368</u>	<u>16,542,679</u>	<u>17,015,784</u>	<u>22,450,760</u>	<u>23,301,407</u>	<u>19,554,505</u>
25,405,060	26,532,808	26,713,025	29,937,355	30,286,310	32,970,946
16,442	8,549	14,260	34,699	21,856	7,181
3,512,382	3,818,739	2,980,216	5,036,972	3,528,969	2,027,093
<u>28,933,884</u>	<u>30,360,096</u>	<u>29,707,501</u>	<u>35,009,026</u>	<u>33,837,135</u>	<u>35,005,220</u>
<u>\$ 45,747,252</u>	<u>\$ 46,902,775</u>	<u>\$ 46,723,285</u>	<u>\$ 57,459,786</u>	<u>\$ 57,138,542</u>	<u>\$ 54,559,725</u>
\$(41,431,012)	\$(45,125,768)	\$ (45,660,409)	\$ (44,579,490)	\$ (59,721,314)	\$ (67,487,062)
4,620,579	5,997,513	5,527,501	8,130,334	(9,367,933)	97,382
<u>\$(36,810,433)</u>	<u>\$(39,128,255)</u>	<u>\$ (40,132,908)</u>	<u>\$ (36,449,156)</u>	<u>\$ (69,089,247)</u>	<u>\$ (67,389,680)</u>

City of Burleson, Texas
Changes in Net Position
Last Ten Fiscal Years (Unaudited)
(Accrual Basis of Accounting)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes				
Property taxes	\$ 19,171,938	\$ 20,510,482	\$ 21,776,804	\$ 21,776,804
Tax Increment Financing	423,586	457,438	536,812	536,812
Sales and use taxes	16,689,391	16,595,528	17,099,917	17,099,917
Hotel/motel taxes	192,639	219,250	222,652	222,652
Franchise fees	3,242,051	3,166,620	3,113,999	3,113,999
Investment income	95,192	243,568	471,436	471,436
Gain (loss) on disposal of assets	-	-	-	-
Transfers	(244,589)	(108,909)	329,669	329,669
Total governmental activities	<u>39,570,208</u>	<u>41,083,977</u>	<u>43,551,289</u>	<u>43,551,289</u>
Business-type activities:				
Investment income	29,790	114,274	311,582	311,582
Gain on disposal of assets	-	-	33,919	33,919
Transfers	244,589	108,909	(329,669)	(329,669)
Total business-type revenues	<u>274,379</u>	<u>223,183</u>	<u>15,832</u>	<u>15,832</u>
Total primary government	<u>\$ 39,844,587</u>	<u>\$ 41,307,160</u>	<u>\$ 43,567,121</u>	<u>\$ 43,567,121</u>
Change in Net Position				
Governmental activities	\$ 6,908,853	\$ 3,382,568	\$ 13,920,542	\$ 4,791,069
Business-type activities	<u>3,752,795</u>	<u>3,141,606</u>	<u>6,793,668</u>	<u>5,385,851</u>
Total primary government	<u>\$ 10,661,648</u>	<u>\$ 6,524,174</u>	<u>\$ 20,714,210</u>	<u>\$ 10,176,920</u>

Table 2
(Continued)

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 26,785,864	\$ 28,894,199	\$ 29,343,869	\$ 30,311,580	\$ 33,341,352	\$ 37,912,361
683,559	777,021	905,662	1,175,995	1,076,556	1,204,520
19,660,908	21,468,069	24,801,831	28,011,255	29,598,444	30,091,181
237,665	190,187	455,115	466,584	583,802	610,872
3,383,906	3,404,113	3,732,406	3,931,439	3,754,462	4,168,878
1,772,832	1,950,288	78,034	(484,929)	3,260,690	5,025,245
105,767	1,877,727	70,477	13,402	439,368	(715,205)
<u>(780,753)</u>	<u>(1,768,268)</u>	<u>(253,075)</u>	<u>742,246</u>	<u>(241,233)</u>	<u>(67,043)</u>
<u>51,849,748</u>	<u>56,793,336</u>	<u>59,134,319</u>	<u>64,167,572</u>	<u>71,813,441</u>	<u>78,230,809</u>
1,114,808	581,231	44,697	(116,987)	1,804,091	2,260,453
41,100	16,300	15,575	634,561	3,414	(497,120)
<u>780,753</u>	<u>1,768,268</u>	<u>253,075</u>	<u>(742,246)</u>	<u>241,233</u>	<u>67,043</u>
<u>1,936,661</u>	<u>2,365,799</u>	<u>313,347</u>	<u>(224,672)</u>	<u>2,048,738</u>	<u>1,830,376</u>
<u>\$ 53,786,409</u>	<u>\$ 59,159,135</u>	<u>\$ 59,447,666</u>	<u>\$ 63,942,900</u>	<u>\$ 73,862,179</u>	<u>\$ 80,061,185</u>
\$ 10,418,736	\$ 11,667,568	\$ 13,473,910	\$ 19,588,082	\$ 12,092,127	\$ 10,743,747
<u>6,557,240</u>	<u>8,363,312</u>	<u>5,840,848</u>	<u>7,905,662</u>	<u>(7,319,195)</u>	<u>1,927,758</u>
<u>\$ 16,975,976</u>	<u>\$ 20,030,880</u>	<u>\$ 19,314,758</u>	<u>\$ 27,493,744</u>	<u>\$ 4,772,932</u>	<u>\$ 12,671,505</u>

City of Burleson, Texas
Fund Balances
Governmental Funds
Last Ten Fiscal Years (Unaudited)
(Modified Accrual Basis of Accounting)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
General Fund:				
Nonspendable	\$ 32,024	\$ 28,174	\$ 26,769	\$ 40,389
Committed to:				
Debt service	510,802	404,607	291,558	802,860
Other Purposes	809,956	251,257	299,254	586,007
Assigned to:				
Risk management	1,047,047	1,047,047	1,047,047	1,047,047
Unassigned	<u>9,023,255</u>	<u>9,273,423</u>	<u>8,334,083</u>	<u>7,534,128</u>
 Total general fund	 <u>\$ 11,423,084</u>	 <u>\$ 11,004,508</u>	 <u>\$ 9,998,711</u>	 <u>\$ 10,010,431</u>
 All Other Governmental Funds:				
Nonspendable	\$ 1,389	\$ 2,617	\$ 5,190	\$ 1,412
Restricted for:				
Debt service	2,580,870	2,530,494	2,545,853	2,682,681
Public safety	-	-	-	-
Parks and recreation	-	-	-	-
Library	10,000	1,096	408	409
Economic development	10,473,189	8,406,131	9,597,492	10,428,389
Tourism	572,720	623,803	647,895	721,237
Capital projects	18,992,927	16,233,204	15,166,607	27,103,803
Other purposes	-	-	-	-
Committed to:				
Culture and recreation	585,144	683,099	889,250	875,940
Economic development	409,834	484,485	395,759	73,618
Capital projects	8,843,780	8,325,229	8,127,991	6,416,935
Debt service	-	-	-	-
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
 Total all other governmental funds	 <u>\$ 42,469,853</u>	 <u>\$ 37,290,158</u>	 <u>\$ 37,376,445</u>	 <u>\$ 48,304,424</u>

Table 3

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 14,997	\$ 4,080	\$ 49,800	\$ 27,424	\$ 28,000	\$ 42,000
622,908	523,325	465,429	405,527	-	-
320,191	220,044	234,175	1,025,116	-	-
1,369,818	1,260,078	-	-	-	-
<u>9,391,334</u>	<u>14,120,506</u>	<u>17,589,905</u>	<u>20,466,098</u>	<u>18,467,600</u>	<u>20,316,733</u>
<u>\$ 11,719,248</u>	<u>\$ 16,128,033</u>	<u>\$ 18,339,309</u>	<u>\$ 21,924,165</u>	<u>\$ 18,495,600</u>	<u>\$ 20,358,733</u>
\$ 1,620	\$ -	\$ -	\$ 100,000	\$ 11,646	\$ 4,903
2,315,108	3,150,018	2,992,775	2,809,765	5,625,357	6,989,091
-	1,123	414,059	289,721	271,657	186,838
1,402	618	563	23,405	36,682	723,597
522	243	815	12,991	1,685	87,575
10,147,192	13,620,267	8,428,929	8,739,711	11,360,769	14,367,405
770,518	697,823	902,281	1,019,959	404,094	543,866
28,908,327	21,852,694	15,298,057	16,238,510	25,598,738	54,583,773
-	-	5,203	46,781	288,550	566,737
981,885	-	-	-	-	-
73,618	73,618	-	-	-	-
8,263,131	8,517,847	11,614,396	16,548,521	9,458,569	9,886,267
-	-	-	-	-	-
-	(1,424,708)	(191,511)	(153,545)	-	-
<u>\$ 51,463,323</u>	<u>\$ 46,489,543</u>	<u>\$ 39,465,567</u>	<u>\$ 45,675,819</u>	<u>\$ 53,057,747</u>	<u>\$ 87,940,052</u>

City of Burleson, Texas
Changes in Fund Balances
Governmental Funds
Last Ten Fiscal Years (Unaudited)
(Modified Accrual Basis of Accounting)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Revenues:				
Property taxes	\$ 19,856,938	\$ 21,228,368	\$ 22,662,335	\$ 25,189,670
Sales and use taxes	16,880,929	16,798,919	17,305,748	18,729,392
Franchise fees	3,193,511	3,150,851	3,089,998	3,249,704
Licenses and permits	1,415,034	1,335,198	1,356,969	1,351,498
Intergovernmental	287,832	599,310	1,345,592	1,022,835
Fines and forfeitures	1,422,084	1,402,152	1,543,257	1,445,053
Donations	533,822	251,840	133,652	227,283
Charges for services	3,727,378	3,840,360	4,127,562	4,046,803
Investment income	88,026	223,806	428,422	920,364
Mineral lease	521,976	268,183	311,715	308,858
Street assessments	166,226	143,429	47,481	27,947
Miscellaneous	1,874,647	1,578,783	1,831,166	1,787,707
Total revenues	<u>49,968,403</u>	<u>50,821,199</u>	<u>54,183,897</u>	<u>58,307,114</u>
Expenditures:				
Current:				
General government	5,178,035	5,356,449	6,958,826	7,467,748
Public safety	17,829,372	18,320,238	17,536,369	19,465,973
Public works	5,869,224	6,416,556	6,020,703	6,807,958
Community development	2,834,550	5,057,885	3,159,634	5,449,827
Culture and recreation	6,275,252	6,867,778	7,076,266	7,186,446
Library	-	-	-	-
Parks and recreation	-	-	-	-
Capital outlay	10,414,349	14,986,952	9,629,088	5,084,668
Debt service:				
Principal	5,230,643	5,741,552	6,295,335	663,791
Interest and fiscal agent charges	3,815,653	3,558,020	3,901,892	3,536,470
Debt issuance costs	-	-	-	173,355
Total expenditures	<u>57,447,078</u>	<u>66,305,430</u>	<u>60,578,113</u>	<u>55,836,236</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(7,478,675)</u>	<u>(15,484,231)</u>	<u>(6,394,216)</u>	<u>2,470,878</u>
Other financing sources (uses):				
Transfers in	8,009,497	12,017,189	10,673,496	6,990,660
Transfers out	(8,288,086)	(12,160,098)	(10,377,827)	(7,289,423)
Issuance of leases payable	-	-	-	631,520
Issuance of bonds	18,715,000	30,051,092	4,965,000	13,745,000
Payment to refunded bonds escrow agent	(11,047,964)	(23,304,563)	-	-
Premium	2,131,755	3,282,340	214,037	278,976
Sale of capital assets	-	-	-	212,088
Total other financing sources (uses)	<u>9,520,202</u>	<u>9,885,960</u>	<u>5,474,706</u>	<u>14,568,821</u>
Net change in fund balances	<u>\$ 2,041,527</u>	<u>\$ (5,598,271)</u>	<u>\$ (919,510)</u>	<u>\$ 17,039,699</u>
Debt service as a percentage of non-capital expenditures (1)	19.75%	19.22%	19.84%	18.71%

(1) There are some capital expenditures reported in various functional expenditure line items and are included in this calculation.

Table 4

2019	2020	2021	2022	2023	2024
\$ 27,469,423	\$ 29,671,220	\$ 30,249,531	\$ 31,487,575	\$ 34,417,908	\$ 38,542,517
19,878,538	21,650,326	25,256,946	28,377,992	30,182,246	30,662,011
3,353,554	3,386,680	3,571,813	3,793,789	3,995,654	4,147,735
1,408,566	1,855,309	1,600,238	1,421,318	1,432,439	1,562,939
535,884	1,421,536	4,324,083	3,331,989	6,127,900	3,435,969
1,116,297	600,142	1,557,088	948,701	884,397	789,365
859,829	1,104,396	1,224,829	995,633	895,153	915,508
4,191,285	4,631,276	3,921,001	5,057,344	6,382,068	7,726,627
1,535,153	731,941	62,310	(405,313)	2,889,432	4,548,370
274,053	164,269	275,019	618,527	459,240	178,153
686,010	48,425	59,962	69,999	121,551	112,303
1,635,999	937,024	1,809,495	1,842,139	1,118,505	1,785,109
62,944,591	66,202,544	73,912,315	77,539,693	88,906,493	94,406,606
8,133,737	9,344,073	7,245,026	7,945,627	8,364,483	8,715,758
18,304,389	20,336,457	24,097,823	28,777,056	33,535,061	35,109,851
6,711,307	6,196,124	6,212,409	7,358,473	8,738,881	7,409,804
5,189,610	4,010,870	5,000,187	5,855,292	7,336,498	8,156,699
7,200,075	6,707,818	7,257,408	-	-	-
-	-	-	1,425,891	1,701,953	1,681,197
-	-	-	6,841,115	8,238,979	8,692,869
9,574,077	12,831,619	14,252,846	11,661,005	37,814,845	18,849,165
7,270,453	7,727,653	8,182,255	7,302,472	7,857,118	9,190,547
3,946,604	3,816,809	3,709,678	3,392,116	3,447,403	4,547,859
123,526	152,729	-	160,505	523,259	477,265
66,453,778	71,124,152	75,957,632	80,719,552	117,558,480	102,831,014
(3,509,187)	(4,921,608)	(2,045,317)	(3,179,859)	(28,651,987)	(8,424,408)
8,750,700	9,658,184	16,309,887	19,039,100	14,505,226	11,335,964
(9,439,453)	(11,460,452)	(19,077,270)	(15,296,854)	(15,333,559)	(11,403,007)
-	-	-	-	-	-
7,415,000	8,005,000	-	8,095,000	31,770,000	51,270,232
-	(5,304,194)	-	-	-	(9,571,767)
727,114	1,585,693	-	675,003	1,555,215	3,538,424
-	1,872,402	-	462,718	108,468	-
7,453,361	4,356,633	(2,767,383)	12,974,967	32,605,350	45,169,846
\$ 3,944,174	\$ (564,975)	\$ (4,812,700)	\$ 9,795,108	\$ 3,953,363	\$ 36,745,438
20.20%	19.54%	19.22%	15.40%	14.18%	16.36%

City of Burleson, Texas
 Assessed and Estimated Actual
 Value of Taxable Property (Unaudited)
 Last Ten Fiscal Years
 (Modified Accrual Basis of Accounting)

Table 5

<u>Fiscal Year</u>	<u>Residential Property</u>	<u>Industrial/Commercial Property</u>	<u>Mineral Reserves</u>	<u>Less: Tax-Exempt Property</u>	<u>Total Taxable Assessed Value</u>	<u>Total Direct Tax Rate</u>	<u>Estimated Actual Taxable Value</u>	<u>Taxable Assessed Value as a Percentage of Actual Taxable Value</u>
2015	\$ 2,237,761,861	\$ 730,854,710	\$ 184,302,872	\$ 369,333,494	\$ 2,783,585,949	0.7400	\$ 2,783,585,949	100.0%
2016	2,423,710,740	809,276,528	160,436,595	381,084,153	3,012,339,710	0.7400	3,012,339,710	100.0%
2017	2,770,858,176	865,977,924	42,719,357	435,249,706	3,244,305,751	0.7350	3,244,305,751	100.0%
2018	3,151,831,317	889,341,356	43,348,115	452,988,413	3,631,532,375	0.7350	3,631,532,375	100.0%
2019	3,561,153,075	939,220,256	50,736,216	543,091,182	4,008,018,365	0.7350	4,008,018,365	100.0%
2020	3,818,515,400	1,045,167,320	84,822,524	555,160,175	4,393,345,069	0.7200	4,393,345,069	100.0%
2021	4,106,205,404	1,180,701,936	52,344,989	631,482,062	4,707,770,267	0.7111	4,707,770,267	100.0%
2022	4,480,842,613	1,175,303,208	44,893,534	637,057,424	5,063,981,931	0.6859	5,063,981,931	100.0%
2023	5,350,824,672	1,280,170,658	75,817,913	665,146,032	6,041,667,211	0.6572	6,041,667,211	100.0%
2024	5,674,249,392	1,578,118,928	107,772,429	1,006,405,362	6,353,735,387	0.6325	6,353,735,387	100.0%

Source: Johnson County Appraisal District

Note: Property in the city is reassessed each year. Property is assessed at actual value; therefore, the assessed values are equal to actual value.

City of Burleson, Texas
Direct and Overlapping Property Tax Rates (Unaudited)
Last Ten Fiscal Years

Table 6

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
OVERLAPPING RATES										
Tarrant County	0.2640	0.2640	0.2540	0.2440	0.2340	0.2340	0.2340	0.2290	0.2240	0.1945
Tarrant County Hospital District	0.2279	0.2279	0.2279	0.2244	0.2244	0.2244	0.2244	0.2244	0.2244	0.1945
Tarrant County College	0.1495	0.1495	0.1447	0.1401	0.1361	0.1302	0.1302	0.1302	0.1302	0.1122
Tarrant County Regional Water District	0.0200	0.0200	0.0194	0.0194	0.0194	0.0287	0.0287	0.0287	0.0269	0.0267
Johnson County	0.4054	0.4077	0.4227	0.4417	0.4417	0.3847	0.3847	0.3797	0.3350	0.3293
Burleson Independent School District	1.5400	1.5400	1.5400	1.6700	1.6700	1.5684	1.5383	1.4946	1.2575	1.2575
Joshua Independent School District	1.4200	1.6000	1.6100	1.6000	1.5200	1.4400	1.3960	1.2900	1.0872	1.0872
Crowley Independent School District	1.6500	1.6500	1.6500	1.6700	1.6700	1.5684	1.5398	1.4841	1.2575	1.2575
CITY DIRECT RATES										
Operating & Maintenance	0.5278	0.5278	0.5228	0.5228	0.5228	0.5106	0.5187	0.4974	0.4649	0.4402
Interest & Sinking	0.2122	0.2122	0.2122	0.2122	0.2122	0.2094	0.1924	0.1885	0.1923	0.1923
Total Direct Rate	0.7400	0.7400	0.7350	0.7350	0.7350	0.7200	0.7111	0.6859	0.6572	0.6325

Sources: Tarrant Appraisal District, Johnson County Tax Office, City records

Note: All rates per \$100 assessed value

Totals are not provided for columns since they would be meaningless.

Some of the jurisdictions are mutually exclusive

City of Burleson, Texas
Principal Property Taxpayers (Unaudited)
Current Year and Nine Years Ago

Table 7

Taxpayer	2024			2015		
	Taxable Assessed Valuation	Rank	Percentage of Total Taxable Assesed Valuation	Taxable Assessed Valuation	Rank	Percentage of Total Taxable Assesed Valuation
Shannon Creek Apartments II LLC	\$ 68,692,258	1	1.08 %			
Burleson Gateway Station LP	39,398,255	2	0.62			
Wagner Smith Equipment Co.	37,855,479	3	0.60	\$ 19,090,613	5	0.69 %
Tep Barnett USA LLC	34,994,109	4	0.55			
Burleson Cold Storage II LP	33,157,933	5	0.52			
Abby Burleson LLC	29,886,492	6	0.47			
Burleson Cold Storage LP	25,163,877	7	0.40			
TJC DFW Vercanta LLC	24,871,335	8	0.39			
Burleson Commons	22,745,933	9	0.36			
Abby Burleson MF LLC	22,328,637	10	0.35			
Chesapeake Operating LP	-		-	53,426,963	1	1.92
Devon Energy Production Co. LP	-		-	24,791,094	2	0.89
Baker Hughes Oilfield Operations	-		-	24,199,420	3	0.87
HEB Grocery Company LP	-		-	19,503,963	4	0.70
RAVC Apartments LP	-		-	15,808,651	6	0.57
Dolce Living at Burleson	-		-	13,341,715	7	0.48
Encore MF Burleson LP	-		-	13,313,376	8	0.48
Oncor Electric	-		-	10,778,775	9	0.39
Dragon Products	-		-	10,633,801	10	0.38
Total	\$ 339,094,308		5.34 %	\$ 204,888,371		7.37 %

Source: Johnson County Appraisal District/Tarrant County Appraisal District

City of Burleson, Texas
Property Tax Levies and Collections (Unaudited)
Last Ten Fiscal Years

Table 8

Fiscal Year Ended 9/30	Actual Levy Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collection in Subsequent Years	Total Collections to Date	
			Amount	Percentage of Levy		Amount	Percentage of Levy
2015	2014	\$ 19,537,616	\$ 19,313,610	98.85%	\$ 119,028	\$ 19,432,638	99.46%
2016	2015	20,896,042	20,713,371	99.13%	74,875	20,788,246	99.48%
2017	2016	22,079,157	21,915,940	99.26%	35,962	21,951,902	99.42%
2018	2017	24,363,253	24,227,984	99.44%	48,184	24,276,168	99.64%
2019	2018	26,776,792	26,583,649	99.28%	86,510	26,670,159	99.60%
2020	2019	28,878,855	28,571,233	98.93%	22,239	28,593,472	99.01%
2021	2020	29,922,991	29,874,354	99.84%	32,536	29,906,890	99.95%
2022	2021	31,353,198	31,152,307	99.36%	25,571	31,177,878	99.44%
2023	2022	34,224,910	34,074,994	99.56%	27,398	34,102,392	99.64%
2024	2023	38,449,694	38,270,937	99.54%	-	38,270,937	99.54%

Sources: Johnson County Tax Office reports

City of Burleson, Texas
Ratios of Outstanding Debt by Type
and General Bonded Debt Outstanding (Unaudited)
Last Ten Fiscal Years

Fiscal Year	GOVERNMENTAL ACTIVITIES						BUSINESS-TYPE ACTIVITIES		
	General Obligation Bonds	Certificates of Obligation (1)	Sales Tax Revenue Bonds	Leases	Financed Purchases	Subscription Liabilities	Unamortized Premium	General Obligation Bonds	Certificates of Obligation
2015	\$ 55,518,570	\$ 31,685,000	\$ 4,490,000	\$ 520,372	\$ -	\$ -	\$ 4,790,377	\$ 21,561,430	\$ 22,520,000
2016	68,653,213	20,895,000	3,815,000	419,067	-	-	8,325,210	24,816,787	24,050,000
2017	73,129,176	23,256,570	3,179,150	297,396	-	-	7,418,969	24,159,171	31,672,038
2018	63,172,356	33,695,000	2,380,000	806,613	-	-	6,599,717	20,087,644	36,690,000
2019	58,076,855	39,880,000	1,615,000	624,426	-	-	6,294,038	17,638,144	39,665,000
2020	52,038,785	41,875,000	825,000	523,326	-	-	6,846,544	15,266,215	42,015,000
2021	46,569,428	40,045,000	-	465,429	-	-	5,704,181	17,250,572	35,795,000
2022	42,596,857	44,870,000	-	405,528	-	-	5,388,903	14,333,143	39,730,000
2023	46,036,714	65,405,000	-	343,553	-	1,058,729	6,005,511	11,323,286	46,540,000
2024	47,900,232	96,100,000	-	279,435	1,223,463	752,102	8,089,400	11,269,768	40,945,000

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

- (1) Includes certificate of obligation secured by a combination of property and sales tax revenue.
- (2) Includes governmental activities and business-type activities debt.
- (3) See Table 13 for population and personal income data.

Table 9

BUSINESS-TYPE ACTIVITIES						
	Leases	Water Revenue Bonds	Unamortized Premium	Total Primary Government (2)	Percentage of Personal Income (3)	Per Capita (3)
\$	14,653	\$ 6,520,000	\$ 2,860,630	\$150,481,032	12.80%	3,651
	12,108	3,655,000	3,548,319	158,189,704	13.02%	3,717
	8,937	3,582,475	3,349,611	170,053,493	13.17%	3,868
	5,748	3,285,000	3,028,819	169,750,897	12.30%	3,784
	2,326	2,708,028	3,002,559	169,506,376	11.44%	3,716
	-	2,900,000	3,267,486	165,557,356	10.63%	3,557
	-	2,700,000	2,771,511	151,301,121	8.94%	2,993
	-	2,495,000	2,842,740	152,662,171	9.51%	3,040
	-	2,285,000	2,860,670	181,858,463	9.58%	3,517
	-	2,065,000	2,562,538	211,186,938	9.99%	3,947

City of Burleson, Texas
Net General Bonded Debt Outstanding (Unaudited)
Last Ten Fiscal Years

Fiscal Year	GOVERNMENTAL ACTIVITIES				BUSINESS-TYPE ACTIVITIES	
	General Obligation Bonds	Certificates of Obligation (3)	Unamortized Premium	Less: Amounts Available in Debt Service Fund	General Obligation Bonds (3)	Certificates of Obligation (3)
2015	\$ 55,518,570	\$ 31,685,000	\$ 4,790,377	\$ 873,316	\$ 21,561,430	\$ 22,520,000
2016	68,653,213	20,895,000	8,325,210	815,726	24,816,787	24,050,000
2017	73,129,176	23,256,570	7,418,969	821,623	22,564,073	30,030,000
2018	63,172,356	33,695,000	6,599,717	935,135	20,087,644	36,690,000
2019	58,076,856	39,880,000	6,294,038	526,482	17,638,144	39,665,000
2020	52,038,785	41,875,000	6,846,544	2,398,153	15,266,215	42,015,000
2021	46,569,428	40,045,000	5,704,181	2,241,124	17,250,572	35,795,000
2022	42,596,857	44,870,000	5,388,903	2,521,806	14,333,143	39,730,000
2023	46,036,714	65,405,000	6,005,511	5,251,592	11,323,286	46,540,000
2024	47,900,232	96,100,000	8,089,400	6,790,691	11,269,768	40,945,000

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

- (1) See Table 5 for taxable value of property data.
- (2) See Table 13 for population and personal income data.
- (3) Includes debt secured by a combination tax and revenue pledge.
- (4) These bonds are serviced completely by revenue streams other than general property taxes.

Table 10

BUSINESS-TYPE ACTIVITIES			Net General Bonded Debt Outstanding	Percentage of Actual Property Value (1)	Per Capita (2)
Unamortized Premium	Total General Bonded Debt	Less: Self-supported Debt (4)			
\$ 2,860,630	\$138,062,691	\$ 73,906,740	\$ 64,155,951	2.30%	1,557
3,548,319	149,472,803	70,561,740	78,911,063	2.62%	1,854
3,349,611	158,926,776	72,145,034	86,781,742	2.67%	1,974
3,028,819	162,338,401	83,101,740	79,236,661	2.44%	1,766
3,002,559	164,030,115	90,211,289	73,818,826	1.84%	1,618
3,267,486	158,910,877	73,562,446	85,348,431	1.94%	1,834
2,771,511	145,894,568	68,218,869	77,675,699	1.59%	1,450
2,842,740	147,239,837	85,172,633	62,067,204	1.53%	1,236
2,860,670	172,919,589	108,414,374	56,509,361	1.32%	1,093
2,562,538	200,076,247	126,368,357	63,055,952	1.23%	1,179

THE CITY OF
BURLESON
TEXAS

City of Burleson, Texas
 Direct and Overlapping
 Governmental Activities Debt (Unaudited)
 September 30, 2024

Table 11

<u>Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Estimated Percent Applicable (1)</u>	<u>Estimated Share of Direct and Overlapping Debt</u>
City of Burleson	\$ 144,000,232	100%	\$ 144,000,232
Johnson County	16,210,000	21.61%	3,502,981
Tarrant County	345,130,000	0.35%	1,207,955
Tarrant County Hospital District	440,020,000	0.35%	1,540,070
Tarrant County Junior College District	569,915,000	0.35%	1,994,703
Burleson ISD	260,735,000	61.61%	160,638,834
Joshua ISD	184,335,000	25.22%	<u>46,489,287</u>
Total overlapping debt			<u>\$ 215,373,829</u>
Total direct and overlapping debt			<u>\$ 359,374,062</u>
Per capita direct and overlapping debt			<u>\$ 6,717</u>

(1) Overlapping percentage calculated as follows:

$$\frac{\text{Overlapping portion of the government's tax base}}{\text{Total tax base of the overlapping government}}$$

Population: 53,504

Source: Hilltop Securities

City of Burleson, Texas

Pledged – Revenue Bond Water and Sewer Coverage (Unaudited)

Last Ten Fiscal Years

WATER AND SEWER DEBT

Fiscal Year	Gross Revenues (1)	Direct Operating Expenses (2)	Net Revenue Available for Debt Service	Revenue Bonds	
				Debt Service	
				Principal	Interest
2015	\$ 17,792,538	\$ 11,053,011	\$ 6,739,527	\$ 1,070,000	\$ 492,014
2016	18,593,177	10,989,736	7,603,441	890,000	365,595
2017	19,789,388	10,568,950	9,220,438	185,000	118,625
2018	22,369,878	11,552,023	10,817,855	185,000	114,925
2019	23,030,483	12,765,375	10,265,108	190,000	111,175
2020	22,316,565	12,719,362	9,597,203	195,000	106,838
2021	21,935,286	12,878,090	9,057,196	200,000	101,900
2022	24,505,013	13,749,990	10,755,023	205,000	96,325
2023	26,288,132	24,353,880	1,934,252	210,000	90,100
2024	28,403,739	20,881,191	7,522,548	220,000	83,650

Notes:

- (1) Includes operating revenues and investment income from Table C-2
- (2) Direct operating expenses are total operating expenses excluding depreciation expense and net pension obligation expense.

Table 12

WATER AND SEWER DEBT

Revenue Bonds		Combination Tax & Revenue Bonds				Total Water & Sewer Bond Coverage
Debt Service		Debt Service				
Total	Coverage	Principal	Interest	Total	Coverage	
\$ 1,562,014	4.31	\$ 1,250,000	\$ 871,317	\$ 2,121,317	3.18	1.83
1,255,595	6.06	1,450,000	924,667	2,374,667	3.20	2.09
303,625	30.37	1,420,000	941,453	2,361,453	3.90	3.46
299,925	36.07	1,475,000	1,115,842	2,590,842	4.18	3.74
301,175	34.08	1,495,000	1,429,433	2,924,433	3.51	3.18
301,838	31.80	1,740,000	1,517,402	3,257,402	2.95	2.70
301,900	30.00	1,950,000	1,489,023	3,439,023	2.63	2.42
301,325	35.69	1,675,000	1,324,769	2,999,769	3.59	3.26
300,100	6.45	1,925,000	1,503,142	3,428,142	0.56	0.52
303,650	24.77	2,290,000	1,716,725	4,006,725	1.88	1.75

City of Burleson, Texas
Demographic and Economic Statistics (Unaudited)
Last Ten Fiscal Years

Table 13

<u>Fiscal Year</u>	<u>Population (1)</u>	<u>Personal Income (thousands of dollars) (2)</u>	<u>Per Capita Income (6)</u>	<u>Median Age (3)</u>	<u>Public School Enrollment (4)</u>	<u>Unemployment Rate (5)</u>
2015	41,213	1,175,807	28,530	33.0	11,363	3.2%
2016	42,560	1,214,833	28,544	32.9	11,376	3.1%
2017	43,960	1,291,589	29,381	32.8	11,748	3.2%
2018	44,860	1,380,162	30,766	33.0	12,054	3.2%
2019	45,620	1,481,783	32,481	33.0	12,440	2.9%
2020	46,540	1,557,461	33,465	33.0	12,775	6.9%
2021	47,730	1,597,284	33,465	35.3	12,474	4.0%
2022	50,210	1,606,017	31,986	35.3	12,532	2.9%
2023	51,715	1,897,941	36,700	35.4	12,631	3.3%
2024	53,504	2,114,916	39,528	36.6	12,492	3.4%

- Sources:
- (1) North Central Texas Council of Governments(Census 2000 information average)
 - (2) Personal Income is derived by multiplying per capita income by the estimated population
 - (3) City of Burleson Economic Development
 - (4) Burleson Independent School District
 - (5) Texas Workforce Commission
 - (6) U.S. Census Bureau

City of Burleson, Texas
Principal Employers (Unaudited)
Current Year and Nine Years Ago

Table 14

<u>Employer</u>	<u>2024</u>			<u>2015</u>		
	<u>Employees</u>	<u>Rank</u>	<u>Percent</u>	<u>Employees</u>	<u>Rank</u>	<u>Percent</u>
Burleson Independent School District	1,800	1	8.73 %	1,491	1	10.90 %
City of Burleson	675	2	3.27	405	2	2.96
Wal-Mart	500	3	2.43	380	3	2.78
H.E.B. Grocery	400	4	1.94	353	4	2.58
Jellystone RV Ranch/Pirates Cove	400	5	1.94			
Air Center Helicopter	350	6	1.70			
Golden State Foods	320	7	1.55			
Champion Buildings Mfg	300	8	1.46	340	5	2.48
Basden Steel	150	9	0.73	150	7	1.10
Hayes & Stolz	140	10	0.68			
Target				175	6	1.28
Lowe's				150	8	1.10
KWS Manufacturing				150	9	1.10
Thomas Conveyor Mfg				126	10	0.92
Total	5,035		24.43 %	3,720		27.20 %

Source: City of Burleson Economic Development Department (JobsEQ Report)

City of Burleson, Texas
Full-Time Equivalent City Government Employees
By Function/Program (Unaudited)
Last Ten Fiscal Years

<u>Function/Program</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
General government and Administration				
City manager's office	4.00	5.00	4.00	4.00
City secretary's office	4.50	5.00	4.00	4.00
Support Services	1.00	1.00	1.00	1.00
Records management	1.00	1.00	1.00	1.00
Information technology	8.00	8.00	8.00	9.00
Economic development	2.00	2.50	2.50	2.50
Human resources	4.00	4.00	4.00	4.00
Communications	1.00	1.00	2.00	2.00
Library	12.50	11.00	11.00	11.00
Judicial	0.50	1.50	1.00	-
Legal	1.00	1.00	1.00	1.00
Finance	9.00	8.00	8.00	8.00
Purchasing	1.00	1.00	1.00	1.00
Public Safety				
Police	78.50	84.00	84.50	85.50
Dispatch**	-	-	-	-
Fire	38.00	40.00	48.00	48.00
Fire prevention	3.00	3.00	3.00	3.00
Emergency Services	-	-	-	-
Municipal court	8.00	3.00	4.00	4.00
Marshals Service	-	3.00	3.00	3.00
Public Works				
Public works administration	5.00	6.00	6.00	6.00
Street maintenance	17.00	17.00	18.00	17.00
Neighborhood services	2.00	2.00	2.00	2.00
Animal services	5.00	5.00	5.50	5.50
Environmental services	1.00	1.50	2.00	2.00
Facility maintenance	2.00	3.00	5.00	5.00
Planning	4.00	5.00	5.00	5.00
Building code enforcement	9.00	9.00	9.00	10.00
Community development	2.00	2.50	2.50	2.50
Engineering	9.00	12.00	12.00	12.00
Parks & Recreation				
Parks & recreation administration	3.00	2.00	2.00	2.00
Recreation	42.20	41.90	38.10	38.60
Park maintenance	11.50	12.00	12.00	12.00
Senior citizens center	2.00	2.00	2.00	3.00
Atheltic Fields	9.20	8.80	8.10	7.10
Russell Farm	1.00	1.00	1.00	1.40
Enterprise Operations and Administration				
Water/Wastewater				
Water & sewer services	19.00	21.00	21.00	21.00
Utility billing	8.00	8.00	8.00	8.00
Hidden Creek Golf Course				
Golf course administration	1.00	2.00	2.00	2.00
Golf course club house & pro shop	6.25	6.50	6.50	6.50
Golf course maintenance	6.00	8.50	9.00	9.00
Golf course food & beverage	4.50	4.30	4.20	4.20
Solid Waste				
Solid Waste	2.00	1.00	1.00	1.00
Internal Service Operations				
Equipment services	4.00	3.00	3.00	3.00
Total	352.65	368	375.9	377.8

*Source: City of Burleson Adopted Annual Operating Budget (beginning in FY 2019)

**Dispatch separated from Police into separate department beginning in FY2021

Table 15

<u>2019*</u>	<u>2020*</u>	<u>2021*</u>	<u>2022*</u>	<u>2023*</u>	<u>2024*</u>
4.00	3.00	3.00	3.00	2.00	4.00
4.00	4.00	3.00	3.00	3.00	3.00
1.00	-	-	-	-	-
1.00	1.00	1.00	1.00	1.00	1.00
10.00	10.00	10.00	11.00	12.00	14.00
2.00	2.00	3.00	3.00	3.00	3.00
4.00	4.00	5.00	6.00	6.00	7.00
2.50	4.00	4.00	4.50	4.50	4.50
12.00	12.00	11.00	11.00	12.00	12.00
-	-	-	0.50	0.50	0.50
1.00	1.00	1.00	1.00	1.00	2.00
9.00	9.00	10.00	10.00	10.00	10.00
1.00	1.00	1.00	1.00	2.00	2.00
90.76	95.76	86.50	92.50	100.50	104.50
-	-	19.26	19.26	22.26	22.00
49.00	49.00	49.00	56.00	67.00	61.00
3.00	4.00	4.00	4.00	-	-
1.00	1.00	1.00	1.00	-	18.00
4.00	4.00	4.00	4.00	4.00	5.00
3.00	3.00	3.00	3.00	2.00	-
6.00	6.00	6.00	6.00	7.00	6.00
17.00	20.00	22.00	22.00	23.00	22.00
2.00	2.00	2.00	1.00	1.00	-
5.00	5.50	5.50	5.50	6.00	6.00
2.00	3.00	3.00	2.00	2.00	1.00
5.00	5.00	5.00	5.00	5.00	5.00
4.00	4.00	3.00	3.00	3.00	5.00
10.00	10.00	10.00	12.00	12.00	14.00
5.00	4.00	2.00	2.00	2.00	-
11.50	10.00	10.00	12.00	14.00	15.00
2.00	2.00	1.00	1.00	2.00	2.00
42.26	42.26	43.76	45.76	44.76	44.76
11.91	11.91	11.91	14.91	15.41	16.91
2.84	2.84	2.84	2.84	2.84	2.84
8.83	8.83	7.83	8.83	8.83	8.83
2.28	2.28	2.28	2.28	2.28	2.28
21.00	21.00	21.00	21.00	24.00	25.00
8.00	8.00	8.00	9.00	11.00	9.00
2.00	2.00	1.00	-	-	-
6.80	6.80	6.80	6.80	6.80	7.80
8.68	8.68	7.68	7.68	7.68	7.68
4.19	4.19	4.19	4.19	4.19	4.19
1.00	-	-	-	-	-
3.00	3.00	4.00	4.00	5.00	7.00
<u>394.55</u>	<u>401.05</u>	<u>409.55</u>	<u>433.55</u>	<u>462.55</u>	<u>485.79</u>

THE CITY OF
BURLESON
TEXAS

City of Burleson, Texas
Schedule of Insurance Policies in Force (Unaudited)
As of September 30, 2024

Table 16

	<u>AM Best Rating</u>	<u>Policy Number</u>	<u>Policy Period</u>	<u>Coverage</u>	<u>Deductibles</u>	<u>Liability Limits</u>
Texas Municipal League Intergovernmental Risk Pool	A++	3511	10/1/2022 10/1/2023	General Liability	-	\$ 1,000,000
				Real & Personal Property	\$ 2,500	173,678,342
				Flood	25,000	5,000,000
				Earthquake	25,000	10,000,000
				Boiler and Machinery	2,500	100,000
				Mobile Equipment	500	3,545,121
				Auto Liability	-	1,000,000
				Auto Physical Damage	1,000	Per schedule
				Law Enforcement Liability	1,000	4,000,000
				Errors & Omissions	5,000	4,000,000
				Public Employee Dishonesty	250	500,000
				Theft Disappearance and Destruction	100	20,000
				Computer Fraud	50,000	100,000
				Workers' Compensation	N/A	N/A

Source: Claims administrators - TML Claims, 18601 LBJ Freeway, Suite 210, Tower East Tower, Mesquite, TX 75150

City of Burleson, Texas
Operating Indicators by Function/Program (Unaudited)
Last Ten Fiscal Years

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Public safety				
Police				
Total calls	82,340	72,900	63,460	59,062
Arrests	1,077	1,089	1,045	1,107
Traffic enforcement	6,470	6,312	11,374	8,733
Fire				
Number of calls for service	4,121	4,338	4,491	4,274
Inspections	3,957	4,012	2,895	1,427
Animal Control				
Animals Adopted	478	457	564	719
Animals Impounded	1,942	2,041	2,352	1,777
Environmental Health				
Permits ¹	-	-	265	294
Inspections	162	182	521	507
Community Development				
Permits Issued ³	4,826	7,088	4,829	4,844
Inspections Made	15,071	15,186	14,225	13,104
Parks and Recreation				
Recreation				
Special Event Participants	38,181	41,300	44,225	44,500
Senior Citizen Participants ⁴	33,535	37,688	36,450	35,247
Library				
Books in Collection	70,545	70,828	70,210	68,980
Materials borrowed ²	413,732	436,033	333,290	338,654
Water and Sewer				
Number of water customers	13,877	14,224	14,432	14,588
Number of sewer connections	14,087	14,457	14,513	14,849
Gas Well				
Number of Permits	-	-	-	-
Number of Pad Site Inspections ⁵	3,033	2,964	3,380	3,276

Notes:

- (1) All permits collected by Tarrant County Health Department prior to June 2020.
- (2) Beginning 2017, Library discontinued counting in-house circulations.
- (3) Permits issued include building, fire prevention, and garage sales.
- (4) People counters installed in 2019 to track attendance.
- (5) Frequency of Gas Well Pad Site Inspections changed beginning in 2019.

Source: Various City Departments

Table 17

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
45,349	44,477	56,916	54,364	57,780	49,916
1,210	1,276	1,221	1,314	1,458	1,626
6,672	5,162	7,754	6,864	6,749	5,409
4,505	4,473	5,174	6,387	7,105	9,150
3,281	2,139	2,170	2,132	2,129	2,853
799	674	660	678	699	663
1,860	1,585	1,697	1,704	1,775	1,312
336	334	388	468	525	633
447	529	670	690	663	607
4,560	4,610	3,864	4,279	3,970	4,243
12,276	15,207	13,495	14,090	13,626	16,440
45,200	17,585	19,295	37,161	65,534	69,478
55,032	Closed - Covid	14,749	38,195	50,870	55,899
65,951	65,107	63,559	53,849	50,207	47,918
348,100	287,183	278,508	267,053	296,857	317,594
15,185	15,437	15,641	15,908	16,110	16,474
15,666	16,050	16,304	16,635	16,972	17,105
-	-	-	-	-	-
1,000	1,000	126	126	126	70

City of Burleson, Texas
Miscellaneous Statistics (Unaudited)
Last Ten Fiscal Years

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Date of incorporation	May 12, 1912			
Date of charter	April 5, 1989			
Area incorporated (square miles)	26.33	28.06	28.21	28.28
Form of government	Council/Manager			
Education:				
Attendance centers	15	16	16	16
Number of teachers	685	706	759	773
Number of students	10,807	11,376	11,748	12,054
Miles of streets	185.17	192.76	196.86	201.10
Miles of sewers:				
Sanitary sewers	202.39	203.38	209.15	213.42
Storm sewers	49.47	50.68	55.74	60.17
Culture and recreation:				
Parks - number of acres	463.44	486.19	477.66	542.8
Number of municipal pools	2	2	2	2
Number of lighted ball diamonds	16	16	16	16
Number of community centers	2	2	2	2
Municipal water system:				
Number of water customers	13,877	14,224	14,432	14,588
Daily average consumption (gallons)	4,129,146	4,196,295	4,582,278	4,928,277
System capacity (gallons per day)	17,500,000	17,500,000	17,500,000	17,500,000
Miles of water mains	205.24	204.72	208.61	211.44
Number of fire hydrants	1,463	1,497	1,553	1,568
Municipal sewer system:				
Number of sewer connections	14,087	14,457	14,513	14,849
System capacity (gallons per day)	11,890,000	11,890,000	11,890,000	11,890,000
Number of street lights	1,457	1,539	1,576	1,588

Source: Various City Departments

Table 18

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
28.33	28.37	28.39	28.46	29.26	29.41
17	17	18	18	18	18
780	800	813	828	818	956
12,340	12,775	12,474	12,532	12,631	12,718
209.05	212.96	215.45	222.03	223.16	225.46
214.99	215.49	217.59	225.08	227.63	231.46
59.97	60.70	62.48	62.76	66.73	69.63
554.49	565.05	562.1	554.65	555.8	560.25
2	2	2	2	2	2
18	18	18	18	18	18
2	2	2	2	2	2
15,185	15,437	15,641	15,908	16,110	16,474
4,354,776	4,544,416	4,502,115	5,256,882	5,587,416	5,150,025
17,500,000	17,500,000	17,500,000	17,500,000	17,500,000	17,500,000
212.49	216.14	220.73	223.32	227.34	228.22
1,587	1,628	1,661	1,692	1,739	1,780
15,666	16,050	16,304	16,635	16,972	16,797
11,890,000	11,890,000	11,890,000	11,890,000	11,890,000	11,890,000
1,638	1,640	1,638	1,628	1,690	2,029

THE CITY OF
BURLESON
TEXAS

City of Burleson, Texas

Single Audit Report
September 30, 2024

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**Independent Auditor's Report on Internal Control
over Financial Reporting and on Compliance and
Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

To the Honorable Mayor and
City Council
City of Burleson, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Burleson, Texas (the City), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 24, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Honorable Mayor and
City Council
City of Burleson, Texas

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas
March 24, 2025

**Independent Auditor's Report on Compliance for
Each Major Federal Program and Report on Internal Control over Compliance Required by the
Uniform Guidance and on the Schedule of Expenditures of Federal Awards**

To the Honorable Mayor and
City Council
City of Burleson, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Burleson's (the City's) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

The Honorable Mayor and
City Council
City of Burleson, Texas

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

The Honorable Mayor and
City Council
City of Burleson, Texas

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Burleson as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City of Burleson's basic financial statements. We issued our report thereon, dated March 24, 2025, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas
March 24, 2025

City of Burleson, Texas

Schedule of Findings and Questioned Costs

For the Year Ended September 30, 2024

I. Summary of the Auditor's Results:

Financial Statements

- a. An unmodified opinion was issued on the financial statements.
- b. Internal control over financial reporting:
 - Material weakness(es) identified? _____Yes X No
 - Significant deficiency(ies) identified that are not considered a material weakness? _____Yes X None Reported
- c. Noncompliance material to financial statements noted? _____Yes X No

Major Programs

- d. Internal control over major programs:
 - Material weakness(es) identified? _____Yes X No
 - Significant deficiency (ies) identified that are not Considered a material weakness? _____Yes X None Reported
- e. An unmodified opinion was issued on compliance for the major Federal program.
- f. Any audit findings disclosed that were required to be reported in accordance with 2 CFR 200.516(a)? _____Yes X No
- g. Identification of major program:

Program/Cluster Name	Assistance Listing Number	Amount
COVID-19 - American Rescue Plan Act	21.027	\$ 2,252,081

- h. The dollar threshold used to distinguish between type A and type B programs. \$750,000
- i. Auditee qualified as a low-risk auditee? X Yes _____No

City of Burleson, Texas
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2024

II. Findings Relating to the Financial Statements Which Are Required To Be Reported in Accordance with *Generally Accepted Government Auditing Standards*:

There were no matters reported

III. Findings and Questioned Costs for Federal Awards:

There were no matters reported

City of Burleson, Texas

Summary of Prior Audit Findings

For the Year Ended September 30, 2024

IV. Summary of Prior Year Findings

Finding 2023-001

Recording of Construction Project Costs

Criteria: Audit procedures identified that costs related to various construction projects were improperly recorded in the City's financial statements.

Condition: The City entered into multiple agreements for the construction of assets. During fiscal year 2023, the City contributed approximately \$12.7M to the City of Fort Worth for the construction of a sewer line to be owned and operated by the City of Fort Worth upon completion of the project. The City improperly capitalized this payment. The City also entered into an agreement with a developer for the construction of street infrastructure to be owned by the City upon completion. Project costs incurred on this project as of September 30, 2023, including retainage payable, were not properly accrued as of year end.

() Compliance Finding (X) Significant Deficiency () Material Weakness

Context/Cause: Terms of the agreements were not applied consistently with GAAP and the assets related to the project were either improperly capitalized or improperly excluded from recording to fiscal year 2023.

Status: Corrected

City of Burleson, Texas
Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2024

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal Assistance Listing Number	Pass-through Entity Identifying Number	Expenditures
<u>U.S. Department of Justice</u>			
Passed through Texas Office of the Governor			
Victims of Crime Act Formula Grant Program	16.575	3780305	\$ 60,000
Total Texas Office of the Governor			<u>60,000</u>
Total U.S. Department of Justice			<u>60,000</u>
<u>U.S. Department of Treasury</u>			
Direct Awards			
COVID-19 - American Rescue Plan Act	21.027	N/A	<u>2,252,081</u>
Total Direct Awards			<u>2,252,081</u>
Total U.S. Department of Treasury			<u>2,252,081</u>
<u>Institute of Museum and Library Services</u>			
Passed through the Texas State Library and Archives Commission			
ILL Lending Reimbursement Program	45.310	LS-253655-OLS-23	<u>1,015</u>
Total Texas State Library and Archives Commission			<u>1,015</u>
Total Institute of Museum and Library Services			<u>1,015</u>
<u>U.S. Department of Homeland Security</u>			
Direct Awards			
Staffing for Adequate Fire and Emergency Response	97.083	EMW-2022-FF-01068	<u>706,306</u>
Total Direct Awards			<u>706,306</u>
Passed through the Texas A&M Engineering Extension Service			
National Urban Search & Rescue Response System	97.025	4485DRTXP0000001	<u>5,197</u>
Total Texas A&M Engineering Exention Service			<u>5,197</u>
Total U.S. Department of Homeland Security			<u>711,503</u>
Total Expenditures of Federal Awards			<u>\$ 3,024,599</u>

City of Burleson, Texas

Notes to Schedule of Expenditures of Federal Awards

For the Year Ended September 30, 2024

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City and is presented on the modified accrual basis of accounting as described in Note 1 to the basic financial statements for the year ended September 30, 2024. The information in the Schedule of Expenditures of Federal Awards is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

The City elected not to use the de minimis indirect cost rate as allowed in the Uniform Guidance, Section 414.

City Council Regular Meeting

DEPARTMENT: Capital Engineering

FROM: Randy Morrison, P.E., Director of Capital Engineering

MEETING: March 24, 2025

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding the City's Capital Improvement Program. (*Staff Contact: Randy Morrison, P.E., Director of Capital Engineering*)

SUMMARY:

Staff is providing an update on the active projects within the City's Capital Improvement Program.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Randy Morrison, PE
Director of Capital Engineering
rmorrison@burlesontx.com
817-426-9295



**CAPITAL
ENGINEERING**

Capital Improvement Program Update

Randy Morrison, PE , Director of Capital Engineering

March 24, 2025

Capital Engineering Update

- **Capital Engineering** is a new City Department (est. 2024) created to deliver Capital Projects for the City of Burleson and to manage the City's Capital Improvement Program (CIP)
 - Actively recruiting for Deputy Director and Capital Project Engineer

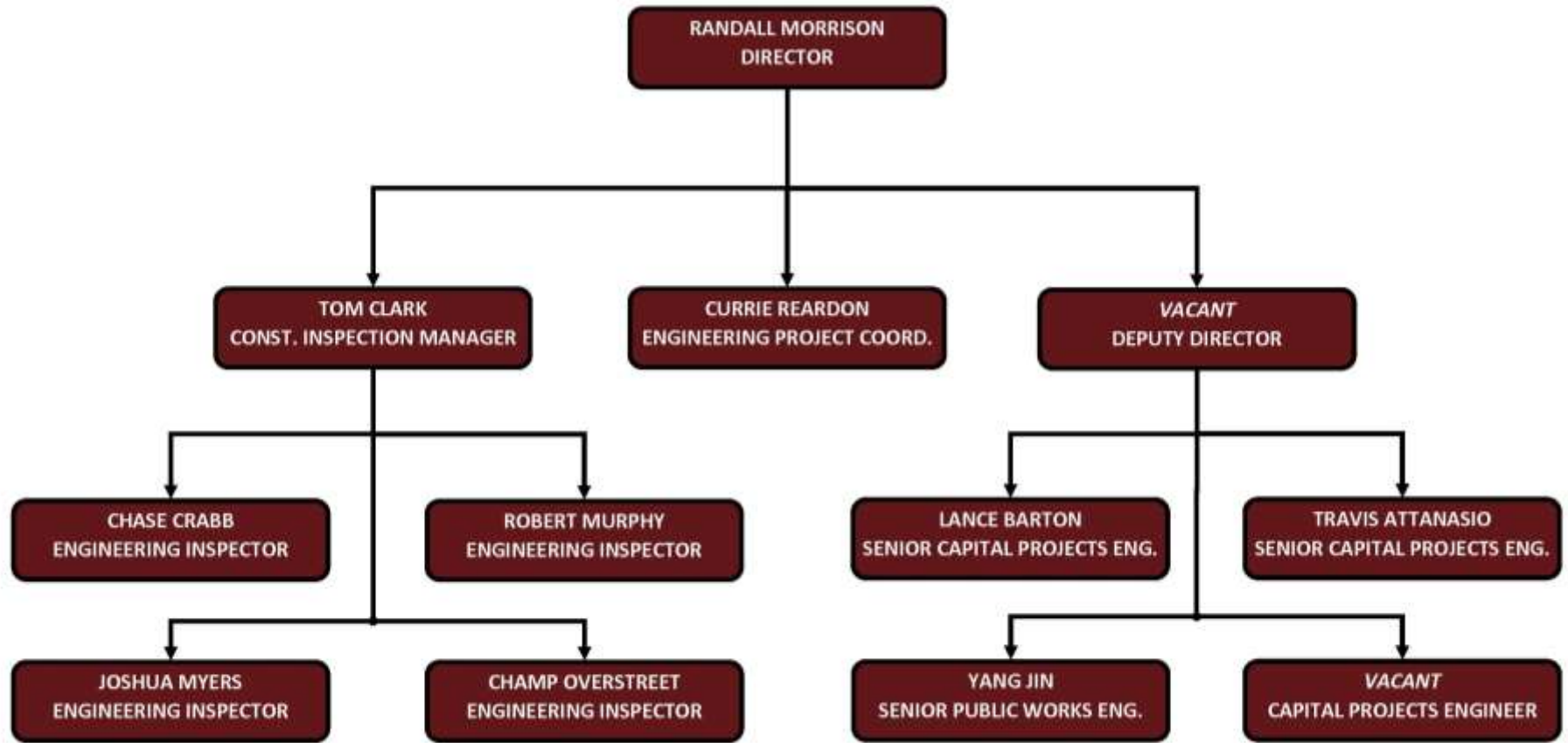
Department Focus Areas

- Increased Focus on Capital Project Delivery
- Collaboration with Operations and Other City Departments
- Develop the Tools for Success and Greater Efficiency
- Clearly Defined Scope, Schedule and Budget on Projects



THE CITY OF
BURLESON
 TEXAS

CAPITAL ENGINEERING DEPARTMENT ORGANIZATIONAL CHART



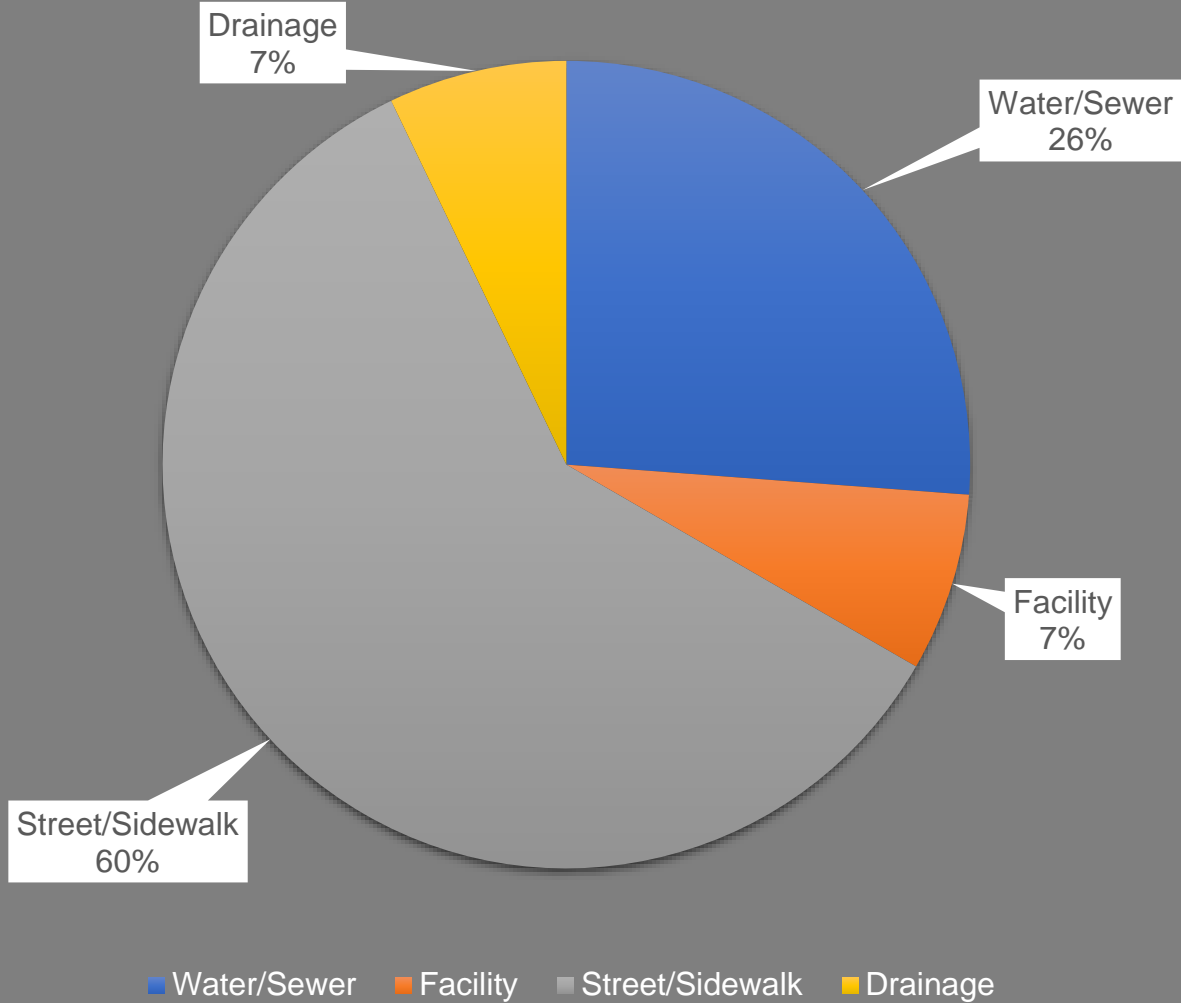
Latest CIP

Category	2025	2026	2027	2028	2029	Total
General Government	\$42,206,956	\$38,689,293	\$8,706,901	\$4,347,953	\$14,443,000	\$108,394,103
4A - Economic Development	\$7,143,677	\$20,000,000	\$10,000,000	\$0	\$0	\$37,143,677
4B - Parks & Golf	\$7,405,425	\$580,440	\$1,634,765	\$918,225	\$1,536,000	\$12,074,855
TIF 2	\$506,578	\$0	\$0	\$0	\$0	\$506,578
Water and Sewer	\$29,160,837	\$46,263,183	\$16,193,792	\$17,947,881	\$17,918,516	\$127,484,209
Total	\$86,423,473	\$105,532,916	\$36,535,458	\$23,214,059	\$33,897,516	\$285,603,422
Available Funds (Cash/Other)	\$0	\$1,672,073	\$0	\$0	\$0	\$1,672,073
Bond Issuance	\$86,423,473	\$103,860,843	\$36,535,458	\$23,214,059	\$33,897,516	\$283,931,349

FY 2025 Highlights

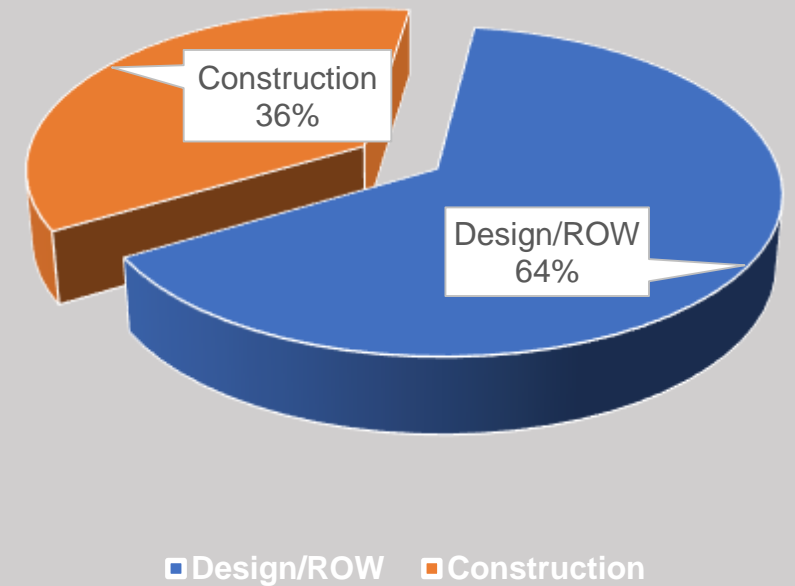
- Police HQ Expansion
- Industrial Blvd. Pump Station Expansion
- New AMI Implementation
- Alsbury Blvd. Phase 3
- Hulen St. Widening from SH 174 to Candler

Current Active Projects - 42



*Certain Projects Include Multiple Types of Improvements

Current Phase



Quiet Zone at Dobson St and CR 714

Project includes:

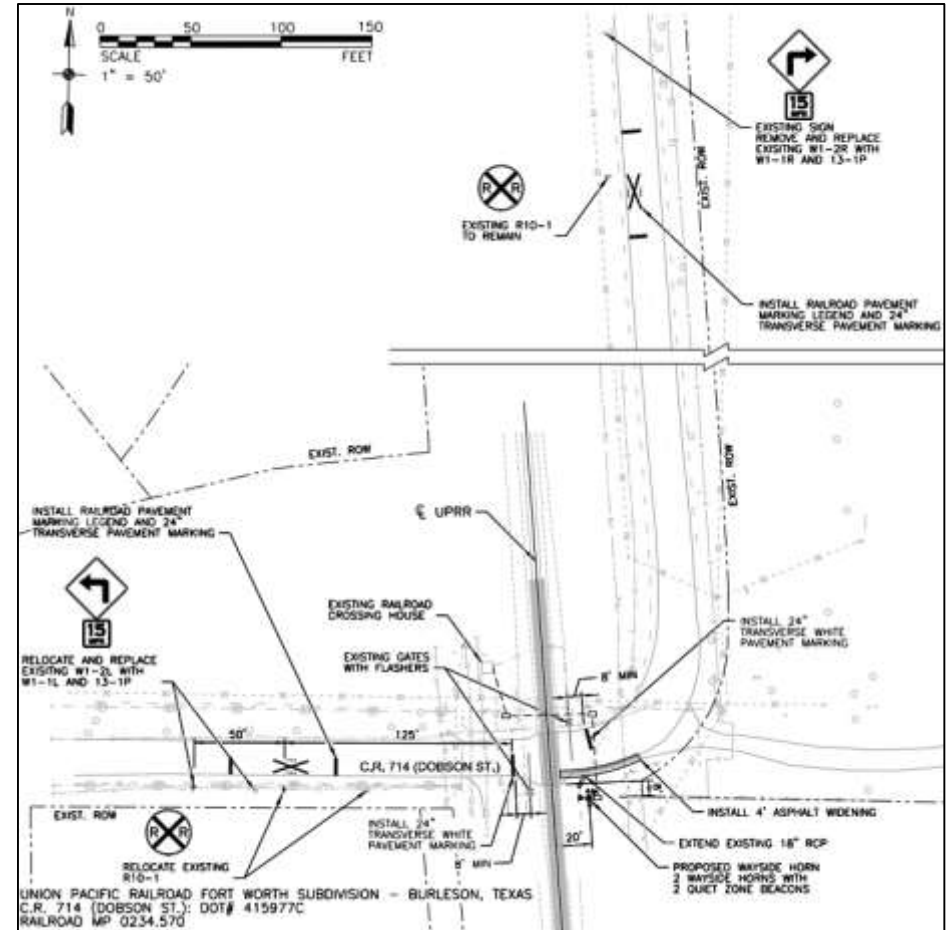
Installation of a Quiet Zone along CR714.

Funding:

- \$1.4 M Street Bond

Status:

- Railroad engineering firm is currently reviewing previous plans for quiet zone.



Project Status

Design

Project Progress

Progress 40%

Estimated Completion of Current Phase

Winter 2026



Total Project Cost

\$ \$1.4 Million

SH174 Widening to 6 Lanes (Elk to Wicker Hill)

Project includes:

- Widening SH 174 (Wilshire Boulevard) to the inside from four to six lanes from Elk Drive to Wicker Hill Rd
- Project is shared between the City and TxDOT
 - City is managing and funding Design
 - TxDOT will be managing and funding Construction

Funding:

- \$1.7 Million City participation (design)
- \$5.9 Million Texas Department of Transportation (TxDOT) funding
- \$23.7 Million North Central Texas Council of Governments/Federal Grant funding

Status:

- TxDOT reviewing 100% Civil Construction Plans
- Utility conflict coordination and relocation underway
- City is going to hire the contractor to relocate 12" water line and two fire hydrants, anticipate to complete in November 2024
- Currently anticipate TxDOT to begin construction Summer 2026



Project Status

Utility Relocation

Project Progress

Progress 40%

Estimated Completion of Current Phase



Spring 2026

Total Project Cost

\$ 31.3 Million
Construction by TxDOT

Project includes:

Intersection improvements as recommended by traffic studies for increased intersection capacity and higher level of service

Funding:

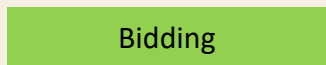
\$2.5 Million Streets & Drainage Bonds

Status:

- 100% Design Plans completed
- Right-of-Way and Sidewalk Easement acquisition underway
- TxDOT approved the environmental clearance. Consultant working with TxDOT to complete LOSA requirements.
- Utility Relocation underway



Project Status



Project Progress



Estimated Completion of Current Phase



Spring 2025

Total Project Cost



2.5 Million

Old Town – Ellison Parking & Street Re-Alignment w/ Annex 3 Site 225 W Renfro (OTB Lot 1, Block 56)

Project includes:

Re-development of 225 W Renfro St., re-alignment and beautification of Ellison St., as well as reconstruction of on- street parking along Ellison St.

Funding:

- \$1.6 Million TIF Funds
- \$1.6 Million 4A Bond Funds

Status:

- Phase 2 under construction
- Parking 90% complete
- Ellison paving 98% complete
- Johnson mill and overlay change order complete



Project Status

Construction

Project Progress

Progress 85%

Estimated Completion of Current Phase



Winter 2026

Total Project Cost

\$ 3.2 Million

Project includes:

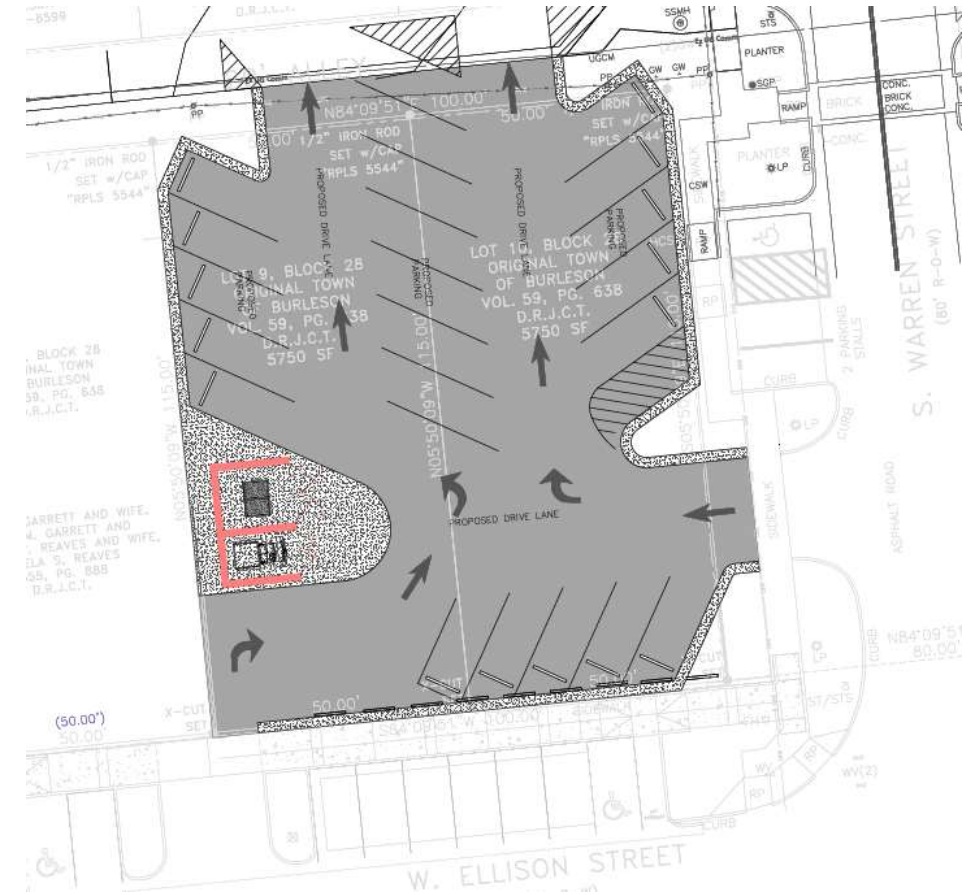
Expansion of the City Hall West Parking Lot across the property at 116 S Warren St.

Funding:

- \$500 Thousand TIF Funds

Status:

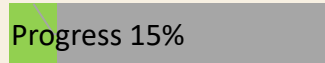
- Aiming for a Summer 2025 Construction Start



Project Status



Project Progress



Estimated Completion of Current Phase



Spring 2025

Total Project Cost



500 Thousand

Project includes:

Removal of concrete and installation of drains along with a detention pond for the site

Funding:

- \$1.2 Million Water and Sewer Bonds

Status:

- Contractor wrapping up final erosion control work



Project Status

Construction

Project Progress

Progress 95%

Estimated Completion of Current Phase



Spring 2025

Total Project Cost



1.2 Million

Project includes:

Inlet and PVC storm line to relieve an area of standing water

Funding:

- \$99 Thousand Water and Sewer Bonds

Status:

- Currently bidding



Project Status

Bidding

Project Progress

Progress 50%

Estimated Completion of Current Phase



Summer 2025

Total Project Cost



99 Thousand

Project Includes:

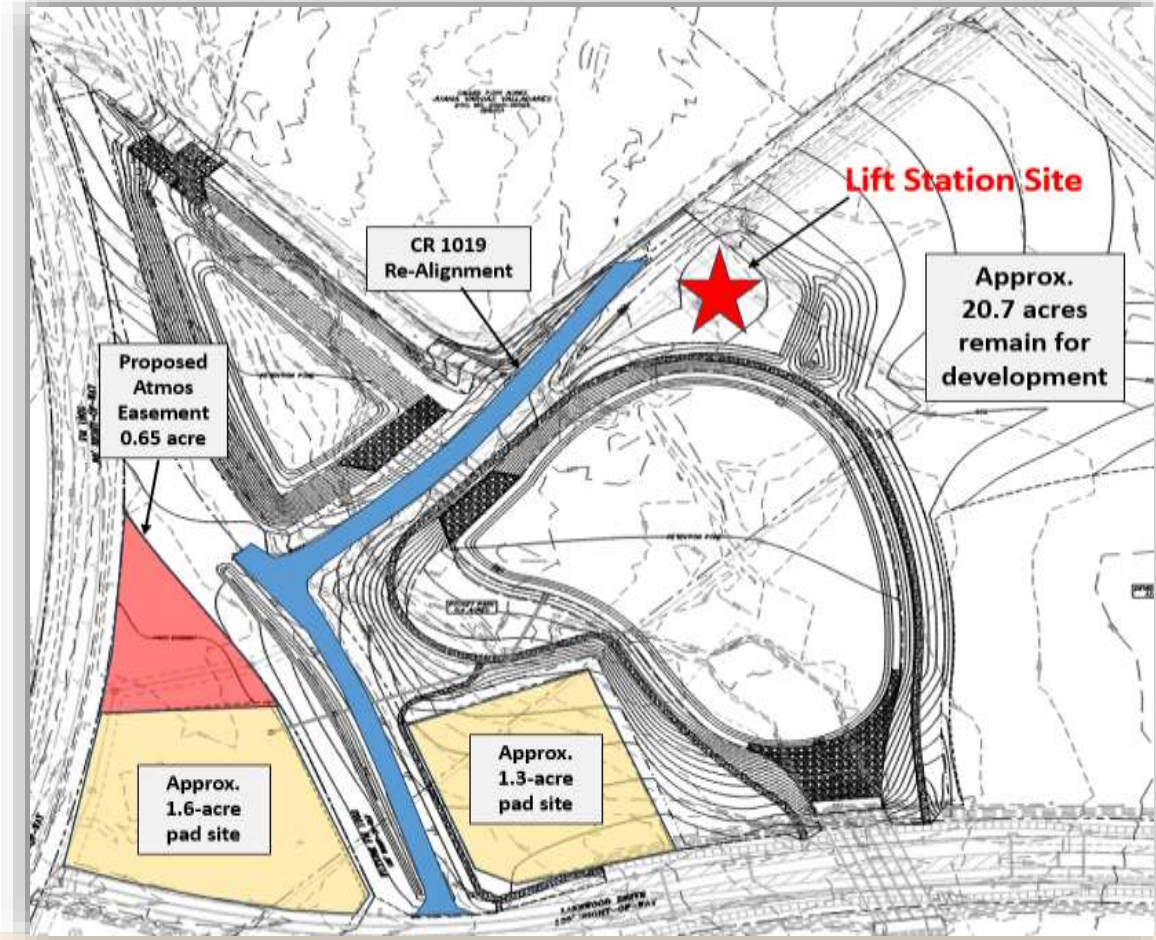
Design and construction of retention ponds and realignment of CR 1019

Funding:

4A Bonds

Status:

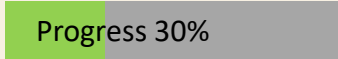
- Design is 99% complete
- JCSUD is reviewing the relocation of existing 12-inch water line
- Landscape and irrigation to be added to Lakewood Dr landscape bid package



Project Status



Project Progress



Estimated Completion of Current Phase



Winter 2025

Total Project Cost

\$ 6.7 Million

Lakewood Drive Construction – CR 1020 to FM 1902

Project Includes:

Construction of Lakewood Drive from FM 1902 to CR 1020

Funding:

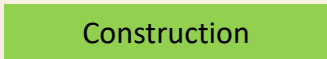
4A Bonds

Status:

- Construction is approximately 75 percent complete
- TxDOT LOSA has been approved



Project Status



Project Progress



Estimated Completion of Current Phase



Summer 2025

Total Project Cost



18 Million

Lakewood Drive Extension Design

Project Includes:

Design of Lakewood Dr extension to Chisholm Trail Parkway

Funding:

4A Bonds

Status:

- Contract approved March 20, 2023
- Staff reviewing draft traffic study – will submit to TxDOT
- FM 1902 and Lakewood’s functional class updated by NCTCOG – needed to be eligible for federal funding
- Contract amendment pending to add west side of tollway to schematic design



Project Status



Project Progress



Estimated Completion of Current Phase



Winter 2025
(Design Only)

Total Project Cost

\$ 1 Million
(Design Only)

Lakewood Drive Streetlights

Project includes:

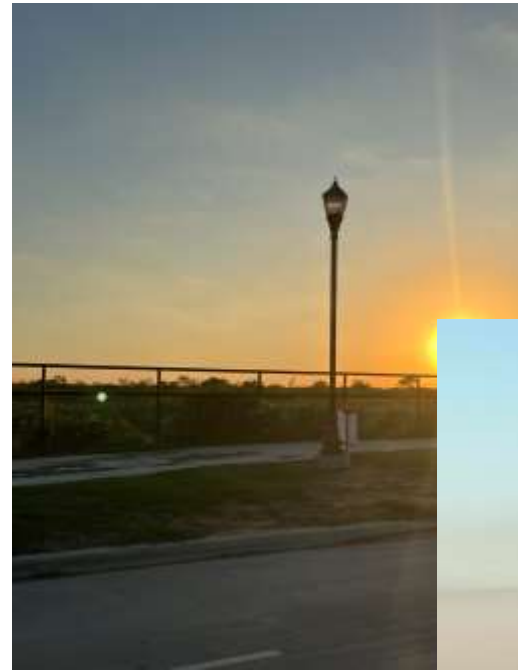
Bury existing electric lines between CR 1020 and CR 1016 and installation of roadway and pedestrian street lighting from CR 1020 to FM 1902.

Funding:

4A Bonds

Status:

- Existing overhead electric lines have been buried between CR 1020 and CR 1016 and roadway and pedestrian lighting has been installed
- Equipment and electric lines currently being installed between CR 1016 and FM 1902 with roadway and pedestrian lighting to follow



Project Status

In Construction

Project Progress

Progress 40%

Estimated Completion of Current Phase



Summer 2025

Total Project Cost



1.2 Million

Project includes:

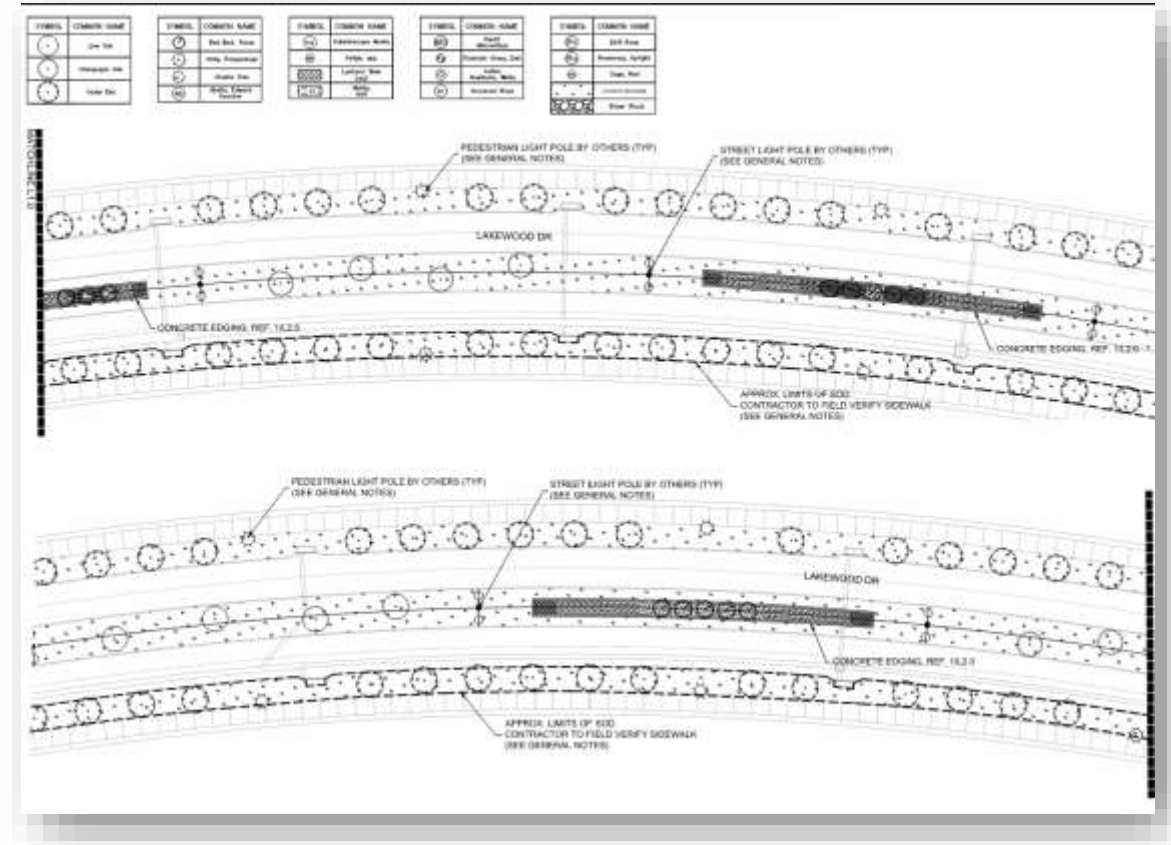
Design of landscape and irrigation from FM 1902 to CR 1020

Funding:

4A Bonds

Status:

- Landscape – 60% design complete
- Irrigation – consultant to begin design
- Anticipated construction to begin spring 2025



Project Status



Project Progress



Estimated Completion of Current Phase



Spring 2025

Total Project Cost

\$ 2.5 Million

Westside Business Park Lift Station

Project includes:

Design and construction of lift station and force mains to serve Hooper Business Park, Chisholm Summit Masterplan Community and surrounding area

Funding:

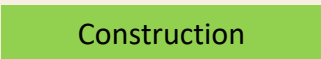
Water/Sewer Bonds
4A Bonds

Status:

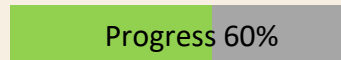
- Force main - 85% complete
- Gravity sewer - 75% complete
- Wet well set mid September 2024
- Staff working with JCSUD for utility conflict along CR 914



Project Status



Project Progress



Estimated Completion of Current Phase



Summer 2025

Total Project Cost

\$ 8.1 Million

Police Headquarters Expansion

1161 SW Wilshire Blvd.

Project includes:

- Expansion of police department headquarters
- Remodeling existing facility to re-purpose existing space for officers and staff

Funding:

- \$36.4 Million GO Bond Public Safety Funds
- \$6.3 Million CO

Status:

- February 17th: Council received update and provided direction
- Final design underway

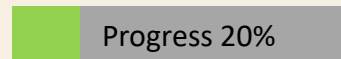


Project Status



Design

Project Progress



Progress 20%

Estimated Completion of Current Phase



Fall 2026

Total Project Cost



44 Million

Project includes:

Various interior renovations to administrative and operational areas to include additional offices, expanded dormitory, and other changes to accommodate needs of the Fire Department

Funding:

\$3.8 Million CO Bond

Status:

- Construction underway



Project Status

Construction

Project Progress

Progress 30%

Estimated Completion of Current Phase



Fall 2025

Total Project Cost

\$ 3.8 Million

Project includes:

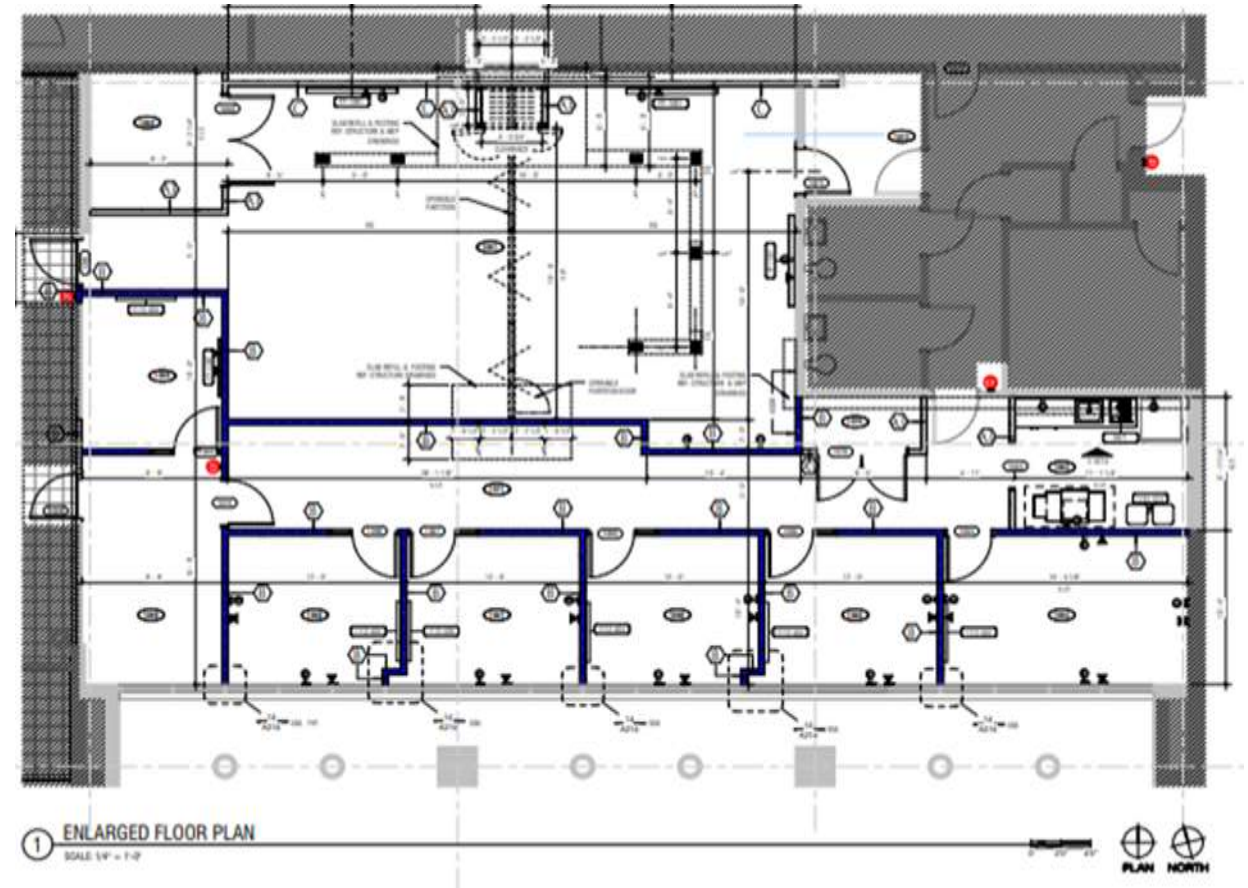
- Reconfigure existing facilities to create a council workroom and new offices for City Secretary's Office

Funding:

\$1.4 Million Non-Bond Capital/Royalties

Status:

- Construction started in February 2025



Project Status

Construction

Project Progress

Progress 40%

Estimated Completion of Current Phase

Summer 2025



Total Project Cost

\$ 1.4 Million

Project includes:

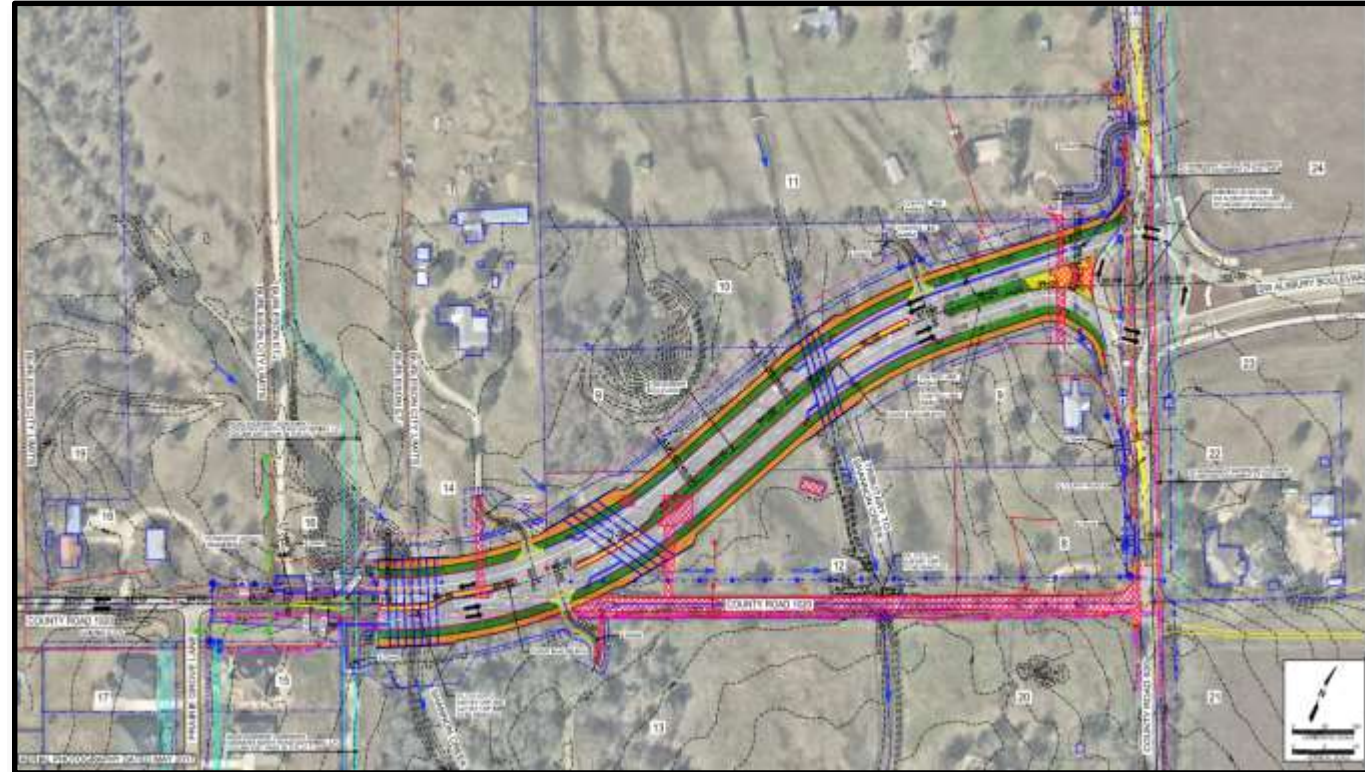
Extension of Alsbury Boulevard from Hulen Street Roundabout to County Road 1020 - new section will be 4-lane divided roadway with turn lanes and drainage improvements

Funding:

- \$600 Thousand Non-Bond Capital
- \$7.4 Million 2022 GO Bond Funds
- \$1 Million Streets & Drainage Bonds

Status:

- Disruption occurred with elimination of federal funding
- Right-of-way and easement acquisition underway
- Construction bidding anticipated in April/May 2025



Project Status

Final Design & ROW Acq.

Project Progress

Progress 45%

Estimated Completion of Current Phase



Spring 2025

Total Project Cost



8.9 Million

Neighborhood Street Rebuilds FY22

Commerce St & Dobson St

Project includes:

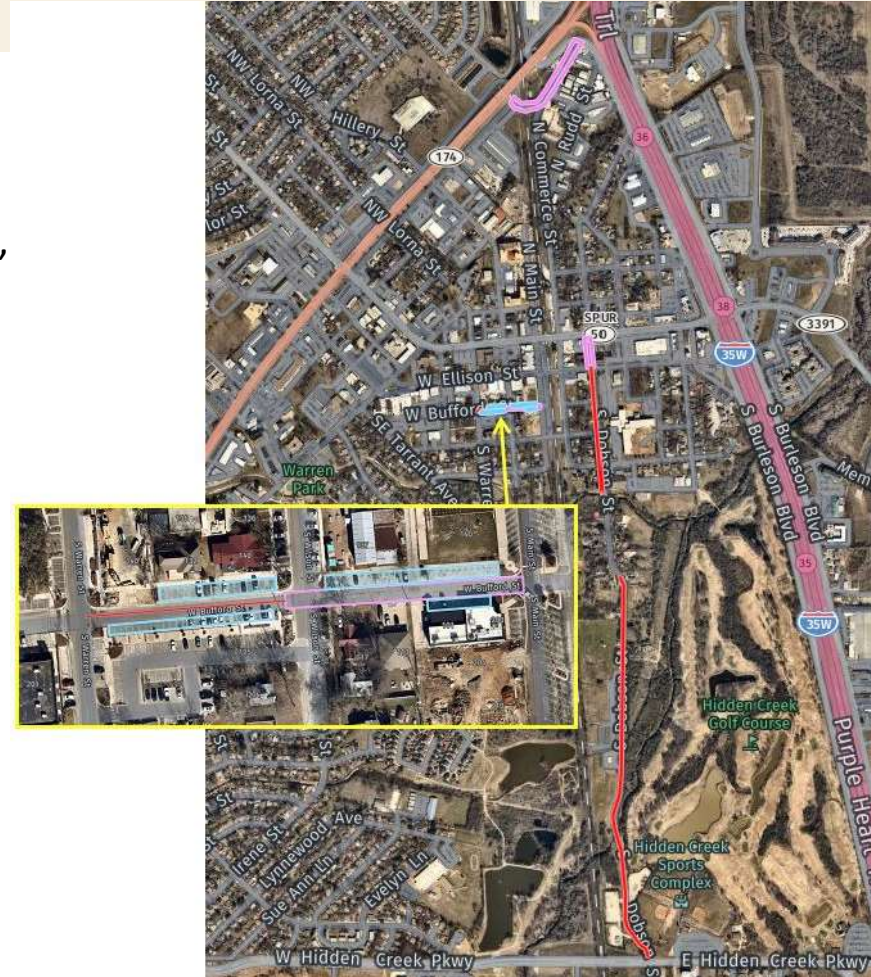
Reconstructing Commerce St (I-35 Service Rd. to SH 174 Service Rd.), Dobson St (E. Renfro to Town Creek and 401 S. Dobson St. to Hidden Creek Pkwy) and Bufford St (Wilson St to Main St)

Funding:

- \$825 Thousand 2022 GO Bond Funds
- \$780 Thousand Street and Drainage Bonds & Non-Bond Capital

Status:

- Project construction underway
 - Dobson St pavement 100% complete
 - Bufford St pavement 100% complete
 - Commerce St pavement 75% complete
 - UPRR crossing agreement executed



Project Status

Construction

Project Progress

Progress 90%

Estimated Completion of Current Phase



Summer 2025

Total Project Cost



1.6 Million

Sidewalk Program FY22 (Vaughn Dr.)

Project includes:

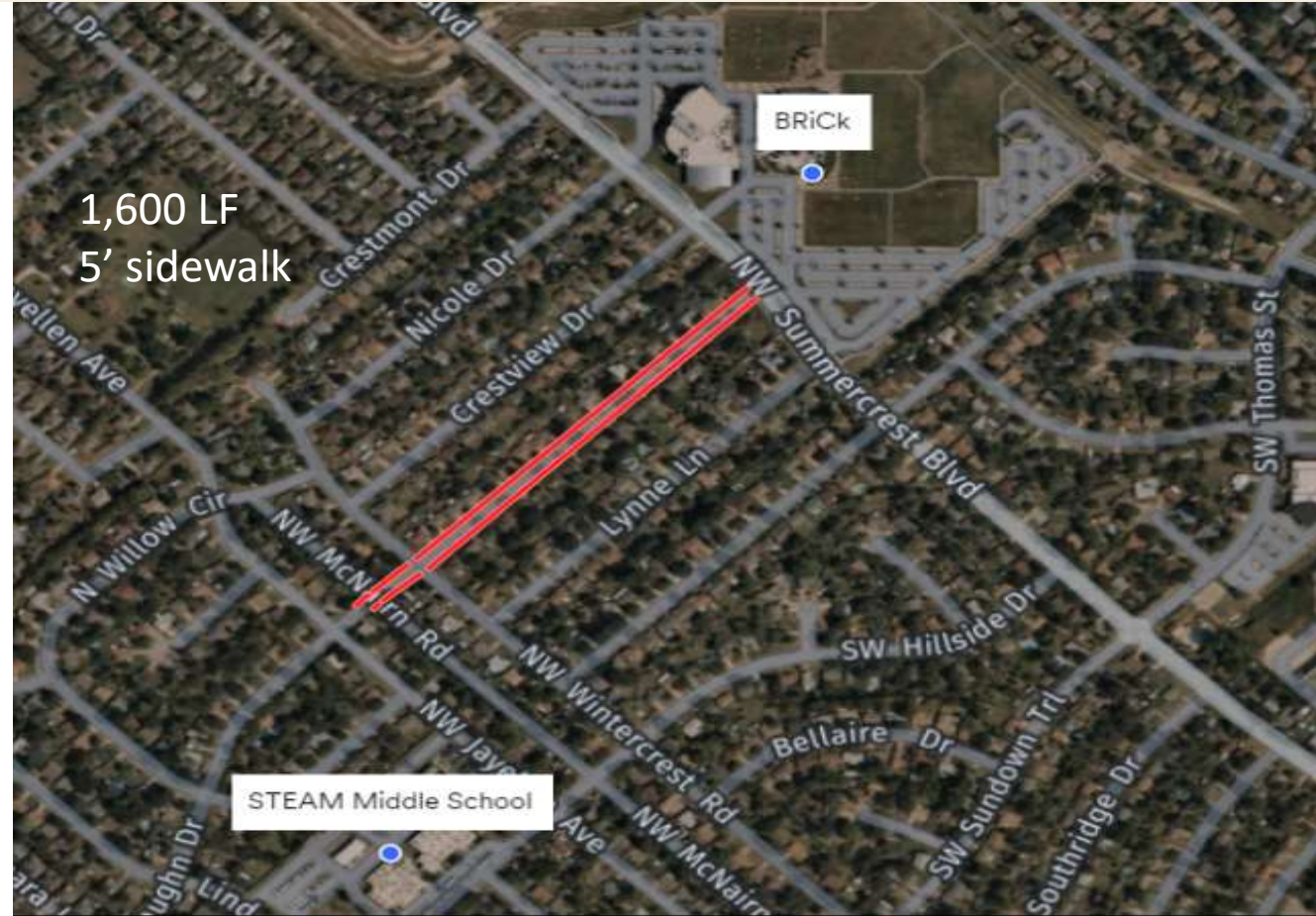
- 5' wide sidewalk between McNairn and Summercrest along one side of Vaughn Dr.
- This segment identified as a Short-Term Pedestrian project in the recently adopted Mobility Plan

Funding:

- \$447 Thousand 2022 GO Bond Funds
- \$87 Thousand Street Bond Funds

Status:

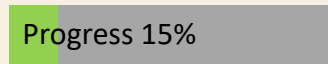
- Engineering Services Contract Ongoing



Project Status



Project Progress



Estimated Completion of Current Phase



Summer 2025

Total Project Cost



534 Thousand

Project includes:

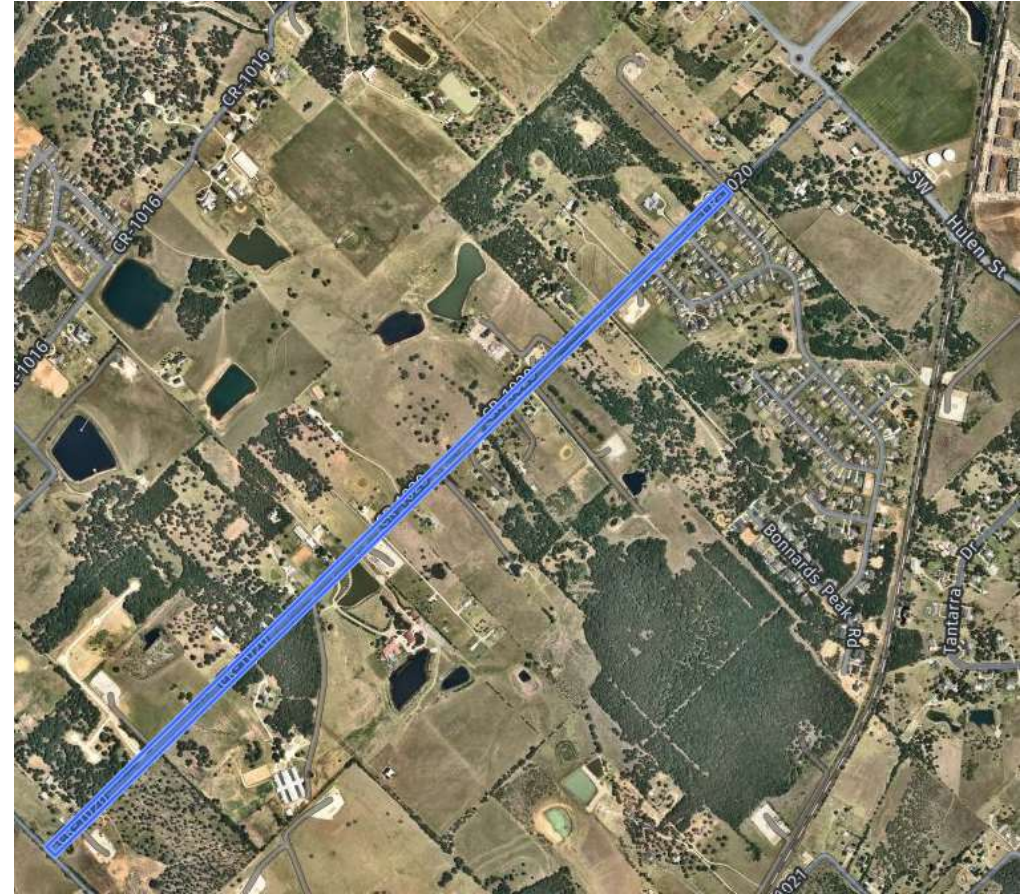
- Construction of two lanes of Alsbury Blvd (CR 1020) from Hulen Roundabout to CR 914
- Construction of 10' shared use path on each side

Funding:

- \$2.5 Million 2022 GO Bond
- \$4.1 Million 4A Capital
- \$10 Million in 4A for Construction

Status:

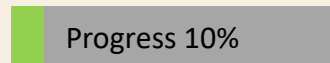
- March 3rd: Council update
- Design and right-of-way acquisition anticipated to start Spring 2025



Project Status



Project Progress



Estimated Completion of Current Phase



Spring 2026
(Design Only)

Total Project Cost



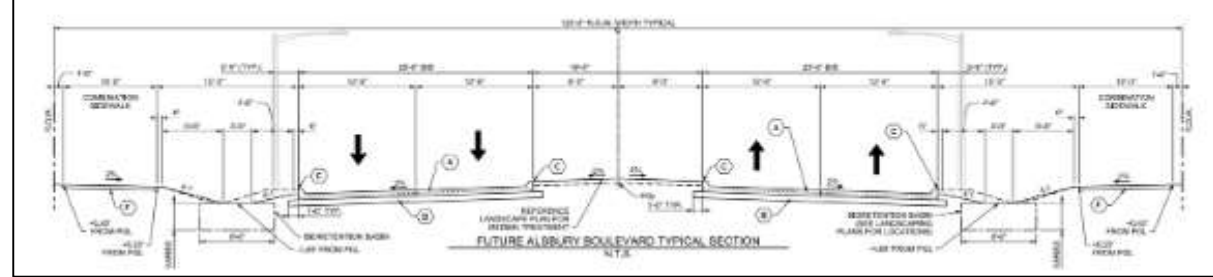
14 Million
(Design & ROW)

Alsbury Ph. 1B – Candler to Hulen Outside Lanes

From Candler Dr. to Hulen St.

Project includes:

Expanding Alsbury from two lanes to four lanes and adding a 10' shared use path on the north side



Funding:

\$3.9 Million City funding (combination of impact fee and Street Bonds)

Status:

- Construction underway
- Railroad scheduling crossing improvements



Project Status

Construction

Project Progress

Progress 60%

Estimated Completion of Current Phase



Fall 2025

Total Project Cost

\$ 3.9 Million

Project includes:

- Original project: sidewalk improvements and crosswalks along Renfro Street from Johnson Avenue to Wilson Street
- Re-surfacing of Renfro from Wilshire to Johnson and sidewalk NW of SH174

Funding: Staff evaluating funding availability
\$192 Thousand TIF

Status:

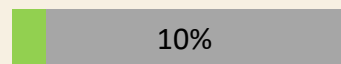
- Project expanded by 2/20 CC to include sidewalk connection north of SH174
- Engineering Services Contract Ongoing



Project Status



Project Progress



Estimated Completion of Current Phase



Summer 2025

Total Project Cost

\$ 1.2 Million

Project includes:

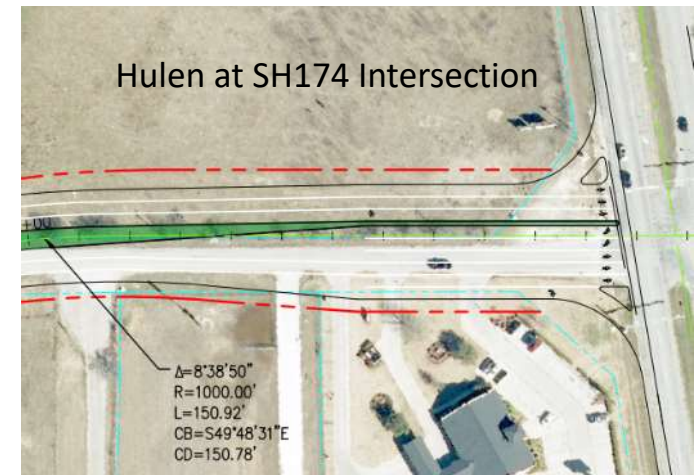
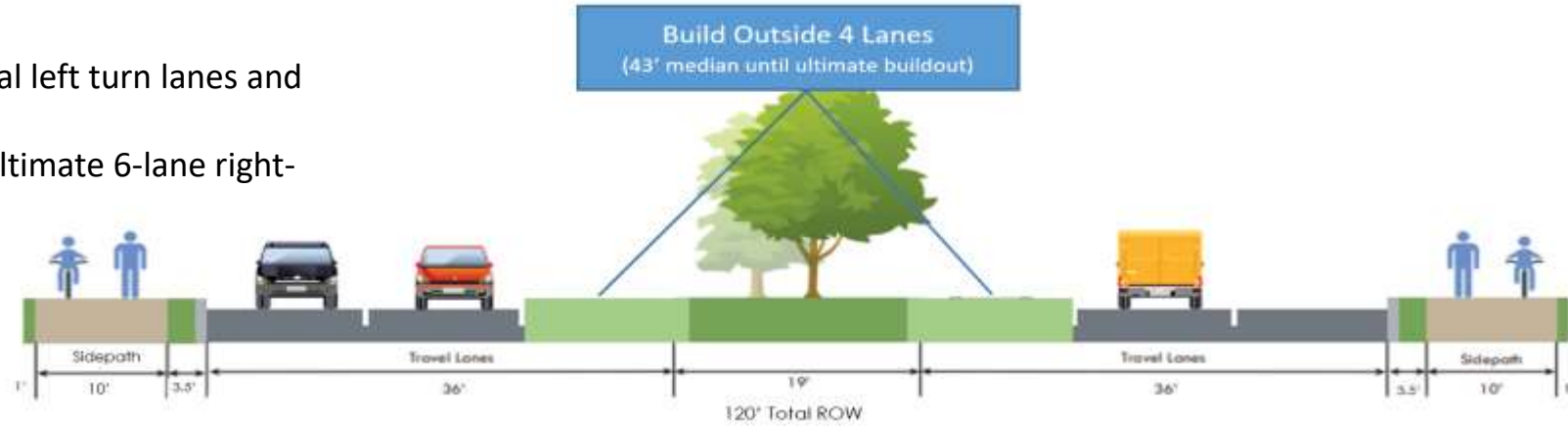
- Three northbound lanes, three southbound lanes, dual left turn lanes and one right-turn lane at SH 174 intersection
- Hulen expansion from two lanes to 4-6 lanes within ultimate 6-lane right-of-way
- 10' shared use path on each side
- 16" waterline and sewer extensions
- Signalization of Candler and Hulen intersection

Funding:

- \$15.7 Million Street & Drainage Bond Funds
- \$9.5 Million 2022 GO Bond Funds
- \$3.9 Million Water Bond Funds
- \$880 Thousand Non-Bond Capital
- \$1.5 Million Roadway Impact Fees

Status:

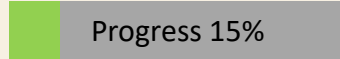
- March 3rd: Council update
- Design to continue



Project Status



Project Progress



Estimated Completion of Current Phase



Summer 2026

Total Project Cost

\$ 29.8 Million

Village Creek Parkway Expansion (Including Tarrant Co. Bond)

Project includes:

Reconstruction of existing 2-lane undivided asphalt section to 4-lane divided concrete section with median, curb & gutter, storm drainage, street lighting, sidewalk, & 10' shared use trail on east side

Funding:

- \$3 Million City Funding (Impact Fees & Non-Bond Capital)
- \$2.5 Million Tarrant County Bond (50% match)
- \$500 Thousand Discretionary funds Tarrant County Commission Precinct #1

Status:

- Design is 90% complete
- Utility relocation coordination and 10' shared use path permitting ongoing
- Design completion anticipated Spring 2025 with construction to begin Summer 2025



Project Status

DESIGN

Project Progress

Progress 35%

Estimated Completion of Current Phase



Spring 2025

Total Project Cost

\$ 6 Million

Neighborhood Street Rebuilds FY23

Project includes:

- Pavement repair by various methods based on condition of existing street pavement
- Various streets identified in 2022 GO Bond, a portion of which will be completed each year

Funding:

- \$2.9 Million Water and Sewer Bond Funds
- \$300 Thousand Street and Drainage Bonds

Status:

- Staff has identified streets from 2022 GO Bond list (pink) as well as additional neighboring streets in poor condition (red)
- Sanitary sewer beneath most of the streets is also in need of replacement, will leverage sewer rehab funds to extend project impact (sidewalk repairs also being evaluated)



- Brown Crest Rd.
- Paula Ter.
- Deniese Dr.
- Dorsey St.
- N. Willow Cir.
- SW Hillside Dr.
- Linda Dr.

2022 GO Bond Project

Project Status

Construction

Project Progress

Progress 95%

Estimated Completion of Current Phase



Spring 2025

Total Project Cost

\$ 3.5 Million

Sidewalk Program FY23 (Pleasant Manor)

Project includes:

- 6' wide sidewalk within existing right-of-way between Crossroads Learning Center and Metroplex Family Church
- Heritage Village Trail pedestrian bridge to Lynnewood Ave.

Funding:

- \$125 Thousand 2022 GO Bond Funds

Status:

- In-house design on going



Project Status

Construction

Project Progress

Progress 50%

Estimated Completion of Current Phase



Spring 2025

Total Project Cost

\$ 125 Thousand

Project includes:

- Design & construction for an additional 4 and 5 foot-wide sidewalk on Elk Drive and an additional 10-foot wide trail on Hillside Drive
- Also includes intersection enhancements to improve mobility at Elk and Hillside & Hillside and FM731 and intersection improvements at FM731

Funding:

- \$1.036 Million 2022 GO Bond

Status:

Project has been split into 3 components:

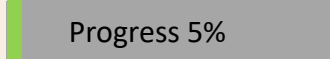
- Elk sidewalk within SH174 widening project
- Elk sidewalk from high school to Wilshire under design
- Remaining Elk, Hillside, and FM731 work planned for FY26/27



Project Status



Project Progress



Estimated Completion of Current Phase



Southern Elk- Summer 25
Elk, Hillside, FM731- Spring 27

Total Project Cost

\$ 1 Million

Traffic Signal Improvements (ITS) SH174 SH174 & City Wide

Project includes:

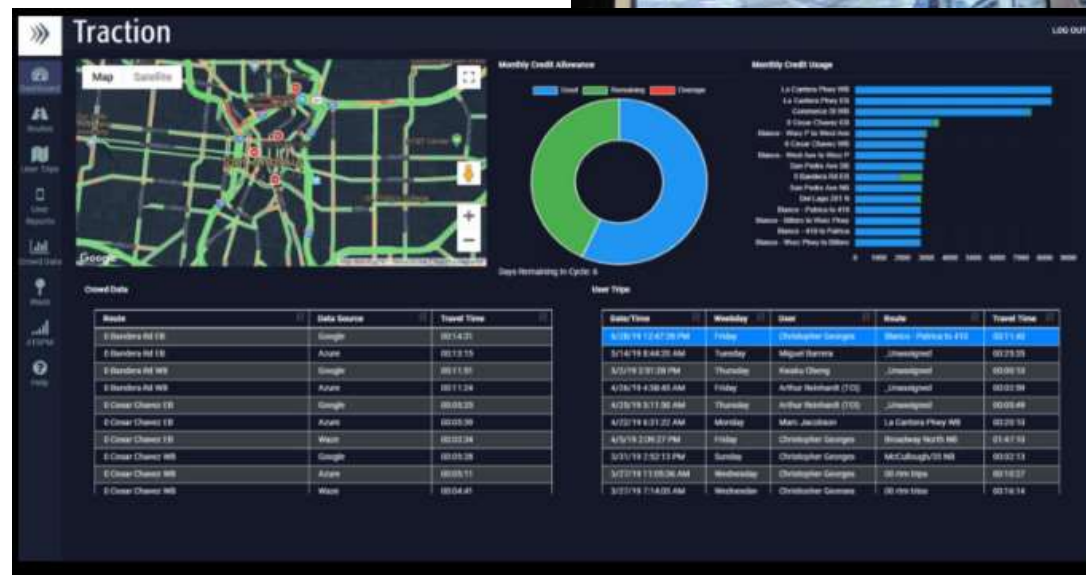
Signal Infrastructure Upgrades, Traffic Management Center, and CCTV Cameras

Funding:

- \$2 Million City funding (GO Bond Funds)
- \$1.5 Million Street Bonds

Status:

- Council approved July 2024
- Construction on-going



Project Status

Construction

Project Progress

Progress 60%

Estimated Completion of Current Phase



Summer 2025

Total Project Cost

\$ 3.6 Million

Project includes:

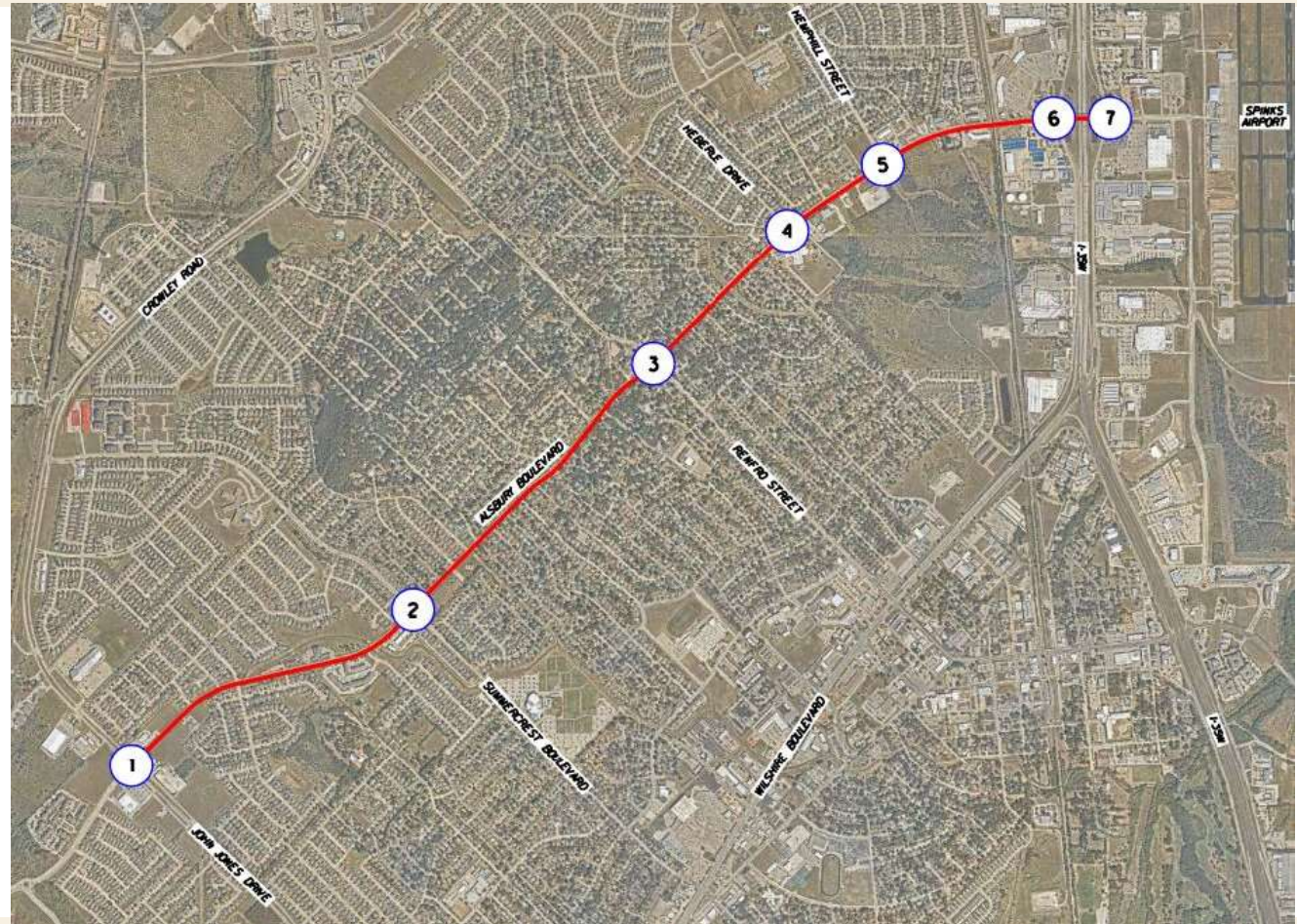
Signal Infrastructure Upgrades and CCTV Cameras at 7 intersections along Alsbury Blvd. (John Jones (FM731), Summercrest Blvd., Renfro St., Heberle St., Hemphill St., and both I-35 signals)

Funding:

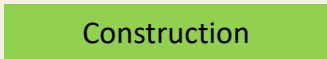
- \$93 Thousand City Funding (GO Bond Funds)
- \$743 Thousand TxDOT G-Match HSIP Grant to cover 80% of project

Status:

- TxDOT Pre-Construction meeting held April 3rd
- Anticipate TxDOT construction to begin October 2024



Project Status



Project Progress



Estimated Completion of Current Phase



Spring 2025

Total Project Cost



836 Thousand

Traffic Signal – Hidden Creek & Gardens

Project includes:

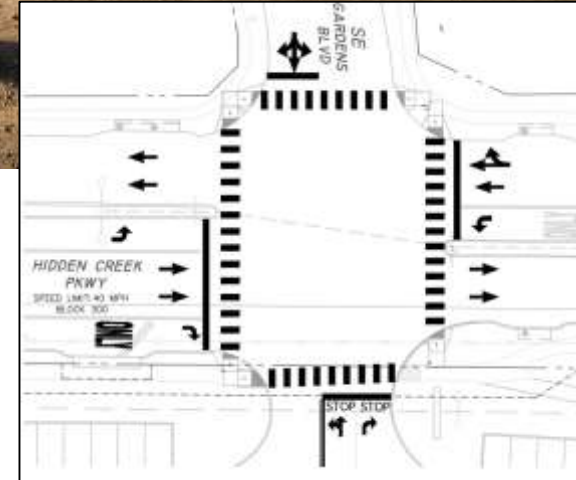
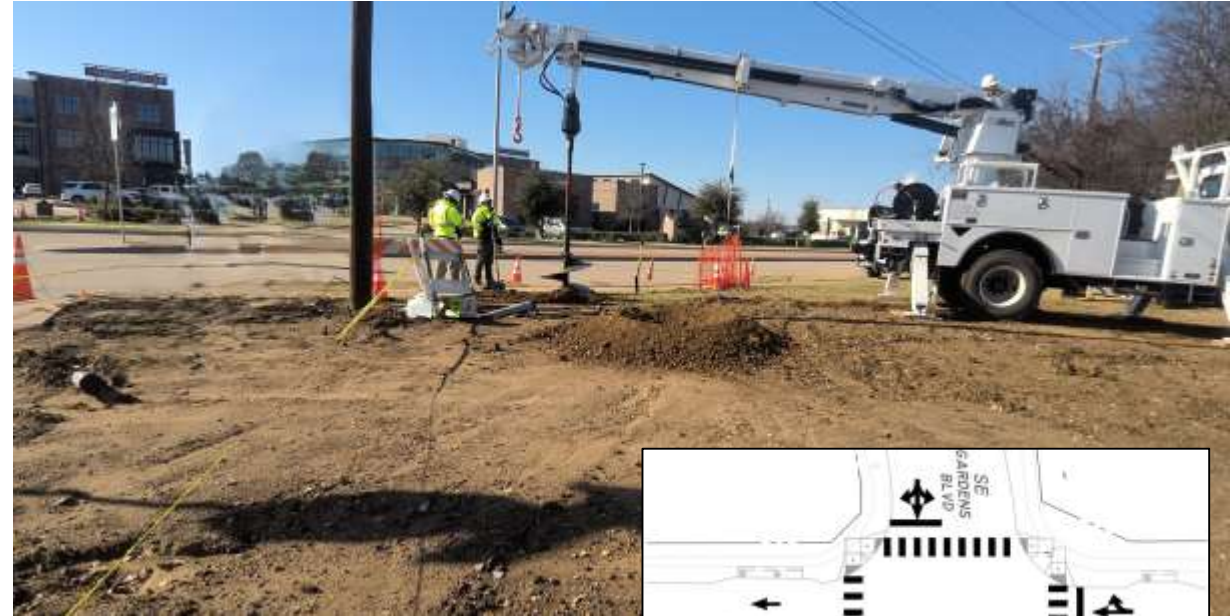
This project will design and install a traffic signal at the intersection of Hidden Creek Parkway and SE Gardens Blvd

Funding:

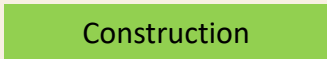
- \$50 Thousand Non-Bond Capital
- \$550 Thousand Street and Drainage Bonds

Status:

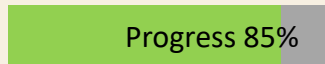
- Design completed in November 2023
- Construction contract awarded and contractor is procuring materials
- Construction underway



Project Status



Project Progress



Estimated Completion of Current Phase



Spring 2025

Total Project Cost

\$ 600 Thousand

700

Industrial Pump Station Exp. & Alsbury Pump Station Decommissioning

Project includes:

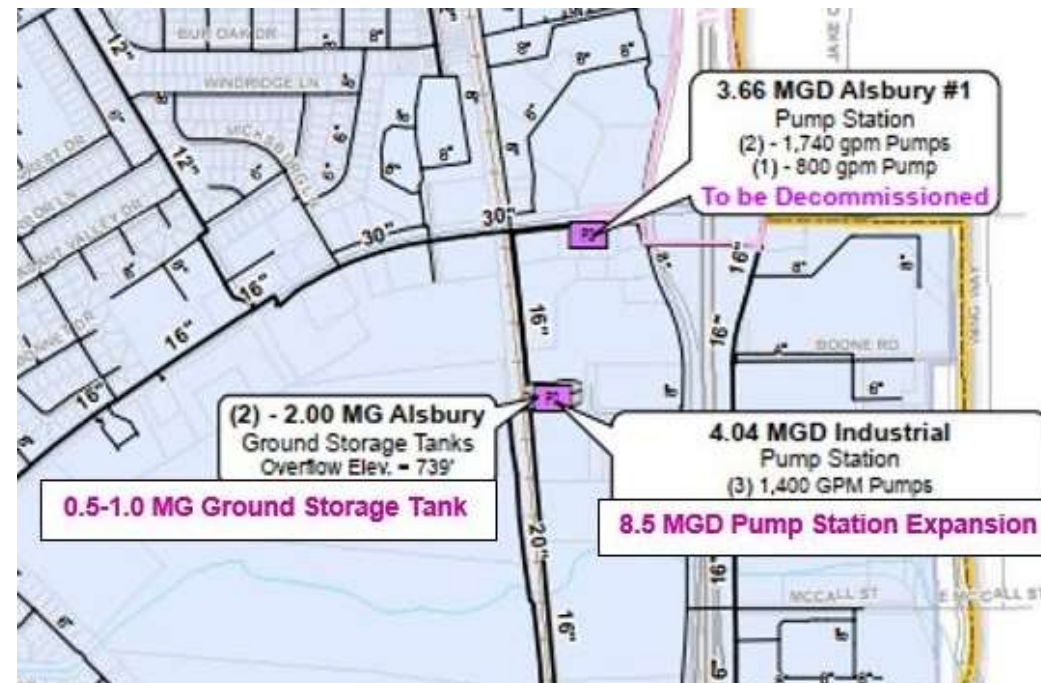
- Expansion of the Industrial Pump Station to serve the Lower Pressure Plane
- Decommissioning the Alsbury #1 Pump Station
- New 1.0 MG Ground Storage Tank

Funding:

\$17.6 Million Water Bond Funds

Status:

- Preliminary design underway (90%)
- Right-of-Way / Property acquisition underway



Project Status

Design

Project Progress

Progress 25%

Estimated Completion of Current Phase



Spring 2025

Total Project Cost

\$ 17.6 million

Project includes:

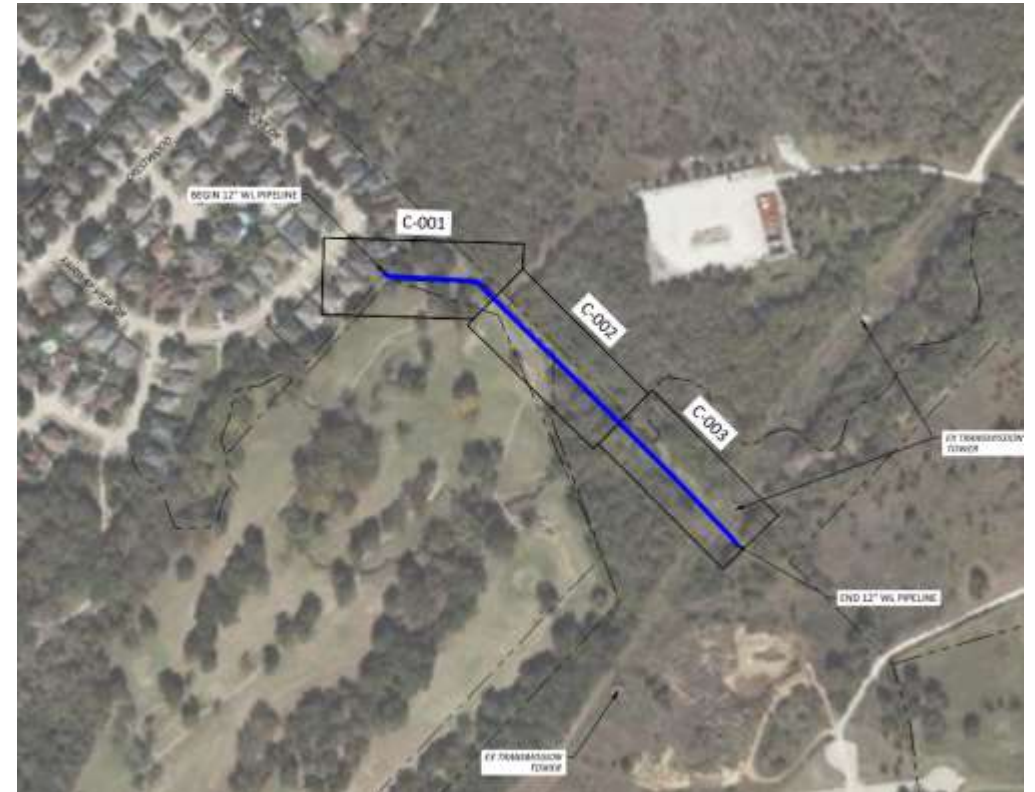
- Construction of a 12" water line from the existing 12" water line on Fairway View Drive to the future Mountain Valley Ph 3
- Improve looping and available fire flow to Upper Pressure Plane
- Eliminate a 12" dead end line

Funding:

- \$930 Thousand Water Bonds Funds

Status:

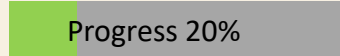
- Preliminary design underway (90%)
- Right-of-Way / Property acquisition underway



Project Status



Project Progress



Estimated Completion of Current Phase



Spring 2025

Total Project Cost



930 Thousand

Project includes:

Design and construction of a 24" water pipeline to increase the City's water volume on east side entry-point from 2MGD to 13MGD

Funding:

\$16.3 million in water and sewer bonds

Status:

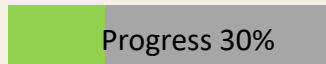
- 60% plans received in August 2024 and is currently under review



Project Status



Project Progress



Estimated Completion of Current Phase



Winter 2025

Total Project Cost



16.3 million

Project includes:

Design and construction of three waterlines to improve water reliability

Funding:

\$1.4 million in water and sewer bonds

Status:

- Proposal received from Consultant
- Coordinating with Developer of High Country Phase 2



Project Status



Project Progress



Estimated Completion of Current Phase



Winter 2025

Total Project Cost



1.4 million

Trunk Relief Sewer Line (Town Creek Basin Parallel)

Project includes:

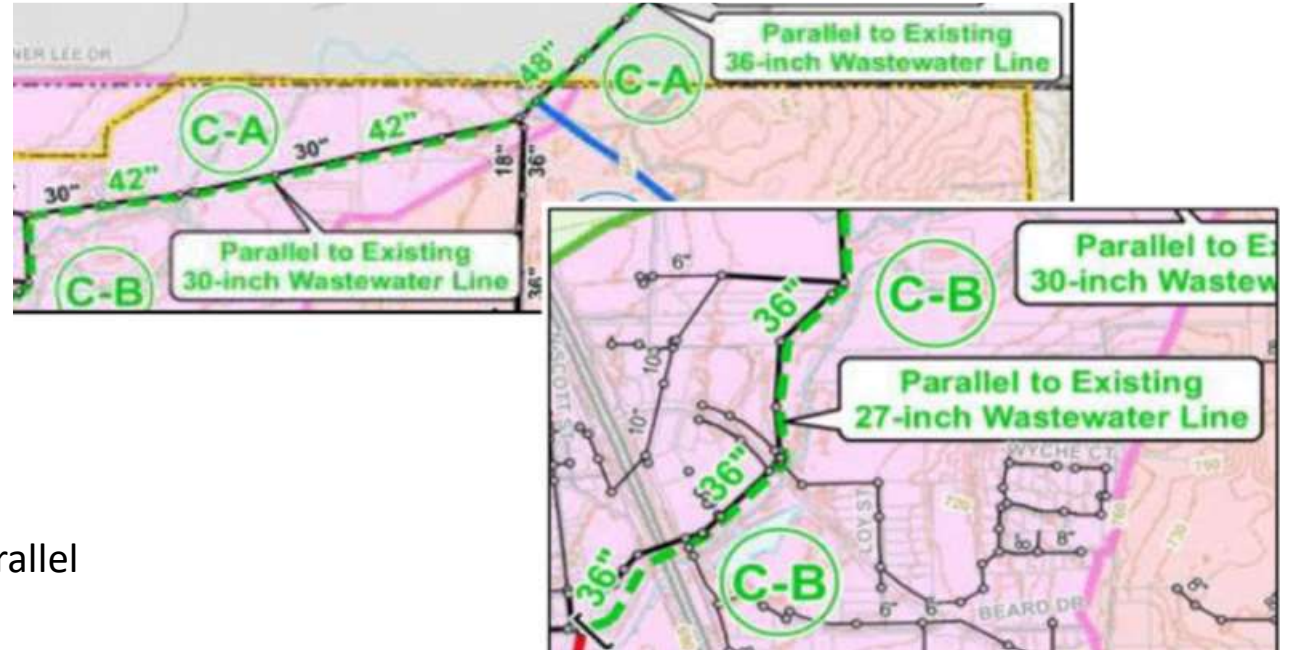
Design and construction of a 36"-48" parallel sanitary sewer pipeline along Village Creek.

Funding:

\$22 Million Sewer Bond Funds

Status:

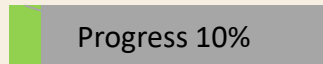
- Preliminary design report received from consultant
- City staff directs the consultant to move to the Alternate 1-Parallel Interceptor for the design



Project Status



Project Progress



Estimated Completion of Current Phase



Spring 2026

Total Project Cost



22 million

Parallel 24in Sewer Village Creek to Oakbrook Dr. (w/ Bear Ridge & The Lakes)

Project includes:

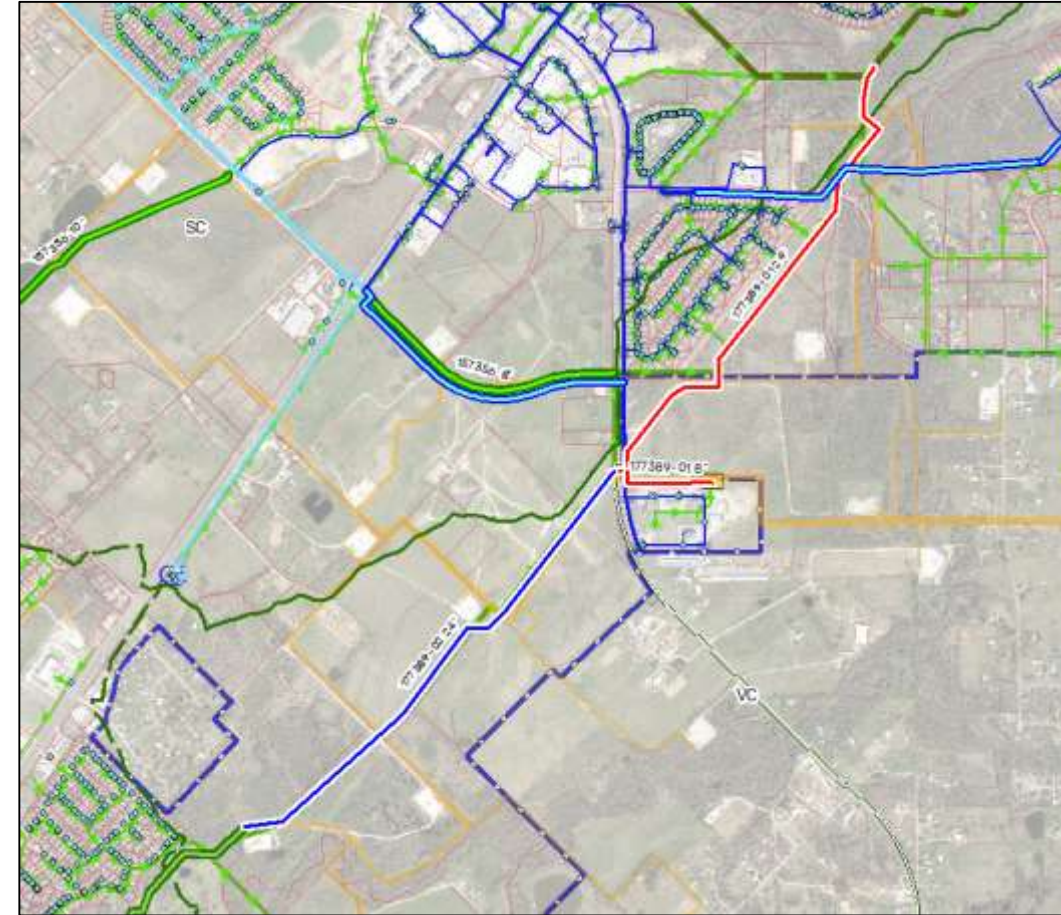
Sewer interceptor parallel to the existing 15 in. line conveying wastewater flow from the Willow Creek Basin (2 sections- Village Creek to FM 731 & FM731 to Oakbrook Dr.). This parallel line is needed to handle the additional flows as a result of growth.

Funding:

\$5.5 Million Sewer Bond Funds

Status:

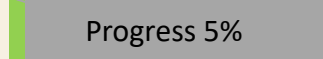
- Alignment Alternative Analysis underway



Project Status



Project Progress



Estimated Completion of Current Phase



Fall 2025

Total Project Cost



5.5 million

Project includes:

Rehabilitation of existing lift station including SCADA, emergency power, bypass, and other upgrades

Funding:

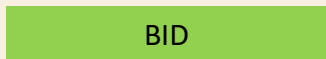
\$930 Thousand Sewer Bond Funds

Status:

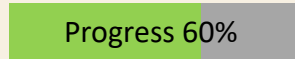
Project being rebid due to cost above budget.



Project Status



Project Progress



Estimated Completion of Current Phase



Summer 2025

Total Project Cost



930 Thousand

Project includes:

Design and construction of an erosion control measure and raise SE Tarrant Street to be closed less during rain events.

Funding:

\$1.1 million in water and sewer bonds

Status:

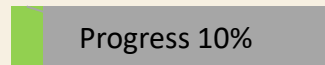
- Preliminary hydraulic findings report received from consultant and under review
- Environmental study received from consultant and under review



Project Status



Project Progress



Estimated Completion



Summer 2025

Total Project Cost



1.1 million

Drainage Improvements – Ongoing Efforts

Key Benefits

- Improved water flow
- Reduced risk of blockages
- Enhanced overall drainage system performance

Project Highlights

- Lorna St. – Cleared and improved drainage channel
- Booger Creek (near Warren Park) – Restored water flow and mitigated potential flooding risks



Recent road improvement projects have successfully enhanced roadway conditions and improved drivability across key areas of the city.



Projects Completed:

- NW Renfro @ Silver Ridge
- 1200 Blk of Hidden Creek
- Portions of Hidden Vistas
- 200 Blk of Alsbury @ Newton
- Hidden Creek Parkway @ Lisa St



Questions Comments

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