



## Economic Development Corporation (Type A) Agenda

Monday, October 20, 2025  
4:15 PM

City Hall - 141 W. Renfro  
Burleson, TX 76028

### 1. CALL TO ORDER

### 2. CITIZENS APPEARANCES

Each person in attendance who desires to speak to the Board 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 Board. Each speaker will be allowed three minutes to speak.

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

### 3. GENERAL

A. Consider and take possible action on the minutes from the August 18, 2025 Economic Development Corporation (Type A) meeting. (Staff Contact: Monica Solko, Deputy City Secretary).

B. Consider and take possible action of a one-year services contract with the Burleson Area Chamber of Commerce in the amount of \$40,000. (Staff Contact: Alex Philips, Economic Development Director)

C. Consider and take possible action on a resolution approving the contract with SYB Construction Co., Inc. for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of \$3,437,863.37 with a project contingency of \$343,786.34 for a total amount of \$3,781,649.71. (Project DV2201)(Staff Contact: Michelle McCullough, P.E., CFM, Deputy Director/City Engineer)

D. Consider and take possible action on an amendment to Resolution 4A081825AnnualBudget by amending the 5-year Capital Improvement Plan of the 4A Economic Development Corporation for Fiscal Year 2026- 2030. The amendment proposes an increase to the total plan budget in the amount of \$6,000,000. (Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)

E. Consider and take possible action on a resolution declaring the intention to reimburse an amount not to exceed \$6,750,000 for certain capital expenditures with proceeds from debt; and placing time restrictions on the issuance of tax-exempt obligations. (Staff Contact: Kevin Hennessey, Interim Director of Finance)

### 4. BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

### 5. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the Economic Development Corporation 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.

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

6. **ADJOURN**

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 10th of October 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.

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**Economic Development Corporation (Type A)**

**DEPARTMENT:** City Secretary's Office  
**FROM:** Monica Solko, Deputy City Secretary  
**MEETING:** October 20, 2025

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**SUBJECT:**

Consider and take possible action on the minutes from the August 18, 2025 Economic Development Corporation (Type A) meeting. (*Staff Contact: Monica Solko, Deputy City Secretary*)

**SUMMARY:**

The Burleson 4A Economic Development Corporation Board duly and legally met on August 18, 2025 for a regular meeting.

**RECOMMENDATION:**

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

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

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

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**  
**AUGUST 18, 2025**  
**DRAFT MINUTES**

**BOARD MEMBERS PRESENT:**

Larry Scott, Place 1  
 Phil Anderson, Place 2  
 Dan McClendon, President, Place 3  
 Alexa Boedeker, Place 4

**BOARD MEMBERS ABSENT:**

Adam Russell, Vice-President, Place 5

**Staff present:**

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

**1. CALL TO ORDER – 4:00 P.M.**

President Dan McClendon called the meeting to order. **Time: 4:00 P.M.**

**2. CITIZEN APPEARANCE**

- No speakers.

**3. GENERAL**

**A. Minutes from the July 21, 2025 Economic Development Corporation (Type A) meeting. (Staff Contact: Monica Solko, Deputy City Secretary)**

Motion by Larry Scott and seconded by Phil Anderson to approve.

Motion passed 4-0, with Adam Russell absent.

**B. 4A081825ModifyEasementHooperBusinessPark, amendment of right-of-way contract between Burleson 4A Economic Development Corporation and DCP Operating Company, LP to modify existing blanket easement at Hooper Business Park. (Staff Contact: Alex Phillips, Director of Economic Development)**

Alex Philips, Economic Development Director, presented a contract to the board.

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



Motion passed 4-0, with Adam Russell absent.

**C. 4A081825AnnualBudget, resolution adopting the Burleson 4A Economic Development Corporation FY 2025-2026 annual budget. (Staff Contact: Kevin Hennessey, Interim Director of Finance)**

Kevin Hennessey, Interim Director of Finance, presented a resolution to the board.

Motion by Phil Anderson and seconded by Larry Scott to approve.

Motion passed 4-0, with Adam Russell absent.

**4. BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

- None.

**5. RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the Economic Development Corporation 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.

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

No executive session.

**6. ADJOURNMENT**

There being no further discussion President Dan McClendon adjourned the meeting.

**Time: 4:07 P.M.**

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Monica Solko  
Deputy City Secretary

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## Economic Development Corporation (Type A)

**DEPARTMENT:** Economic Development

**FROM:** Alex Philips, Economic Development Director

**MEETING:** October 20, 2025

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**SUBJECT:**

Consider and take possible action of a one-year services contract with the Burleson Area Chamber of Commerce in the amount of \$40,000 (*Staff Contact: Alex Philips, Economic Development Director*)

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

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

**SUMMARY:**

**SUMMARY:**

The City Council and the Burleson 4A Economic Development Corporation approved the previous years' contract on November 18, 2024.

The Burleson Area Chamber of Commerce (BACC) has a mission to be an advocate for their members and for business in Burleson. Part of their core activities include; quarterly luncheon meetings (including the State of the City and Economic Development Update), ribbon cuttings for new businesses, networking events, training and small business resources. The BACC desires to have a formal partnership with the City of Burleson and collaborate on shared objectives with Economic Development.

The BACC has proposed a services contract for formalize this partnership. The contract would primarily focus on two shared objectives; Business Retention and Tourism. The following outlines contract deliverables and fees:

### **Business Retention**

- BACC will conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC will collaborate to compile list of businesses and data to gather by October 31st.
- BACC will produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC will contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

### **Tourism**

- BACC will conduct two (2) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride and The Full Circle Women's Conference.
- Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year.

The total fee for these services is proposed to be \$40,000.

- Business retention: \$20,000 (this amount is a 4A expense)
- Tourism: \$20,000 (or, \$15,000 for Burleson Honey Tour and \$5,000 for the Full Circle Women's Conference) (this amount is a HOT/MOT expense)

This fee will be in lieu of BACC's annual HOT/MOT grant awards

Should BACC not perform or breach the contract, they would not be eligible for any City funding for one year. Either party may terminate the contract with 30 days written notice.

The Burleson Area Chamber of Commerce did meet all the obligations outlined in the previous years' agreement.

**Business Retention**

- BACC conducted one hundred (100) meetings with local businesses to gather key business information.
- BACC produced four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC did utilize catering services for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

**Tourism**

- BACC conducted three (3) annual tourism-based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- BACC Golf Tournament was held at Hidden Creek Golf Course

**RECOMMENDATION:**

Staff recommends approval

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

N/A

**REFERENCE:**

Insert CSO# if applicable  
Insert resolution or ordinance change

**FISCAL IMPACT:**

Proposed Expenditure/Revenue:  
Account Number(s): 2014201-66046 (4A), 2104202-66077 (HOT/MOT)  
Fund:4A, HOT/MOT  
Account Description: Business Retention, Community Hot/Mot Grant  
Procurement Method: N/A

**STAFF CONTACT:**

Alex Philips  
Economic Development Director  
[aphilips@burlesontx.com](mailto:aphilips@burlesontx.com)  
817-426-9613

# Chamber of Commerce Services Contract Annual Renewal



# Burleson Area Chamber of Commerce

Item B.



- Led by Executive Director, Melissa Miller and Board of Directors comprised of local stakeholders
- City has contracted with BACC each year since 2022
- BACC and EDC work cooperatively on numerous events



# BACC Current Activities

Item B.



- Quarterly Luncheons  
Including State of the City and EDC Update
- New Business Ribbon Cuttings
- Member Events  
Networking, training, etc.
- Small Business Resources
- Community/Tourism Events

# Service Contract 2024 - 2025 Recap

Item B.

## Business Retention

- Business retention visits and surveys were conducted with businesses from all industries and sizes in Burleson
  - 93.2% of businesses rated their satisfaction of the Business Environment/Community above average
  - 63.2% of businesses have plans for expansion
  - Businesses commented :
    - More events in Old Town
    - Continue what you're doing
    - Assisting in connecting businesses
  - 90.1% of all business reported an above average satisfaction in doing business in Burleson



## Tourism

- The 24<sup>th</sup> Annual Honey Tour was held once again over the Memorial Day Holiday
  - 632 riders from all over the State as well as Oklahoma
  - Social media ads and billboards promoted the event throughout the State along with flyers distributed widely across the metroplex
  - The BTX Honey Tour Carnival was hosted in conjunction with the ride
- Full Circle Women's Conference
  - The Power of Heels hosted women from all over the metroplex for the event
  - Charla Corn, a Brand Strategist and Transformational Stylist who empowers women entrepreneurs to unlock their full potential in both business and personal life.



# BACC Contract Services 2025 - 2026

Item B.

## Business Retention

Conduct 100 annual business retention meetings with local businesses to gather key information

EDC to collaborate on list of businesses, questions and information to gather at meetings

Deliverables include:

- Contact updates
- Business anniversaries
- Summary of business strengths & key issues
- Growth plans
- Survey statistics

## Tourism

Host two events per year that are focused on drawing in out-of-town visitors and adding to Burleson's quality of life

- 25<sup>th</sup> Honey Tour Bike Ride - Long running bike ride event featuring 7, 20, 30, 46, and 67 mile routes
- Power of Heels Full Circle Women's Conference - Full day event providing inspiration and professional development for women

# BACC Contract Terms

\$40,000 - total contract price for one year and requires annual City Council approval

- **Business Retention**

\$20,000 annually

This is a 4A expense

- **Tourism**

- \$15,000 allocated towards the Burleson Honey Tour and \$5,000 allocated towards the Full Circle Women's Conference
- Reimburses advertising costs beyond 50mi.
- This is a HOT/MOT expense and in lieu of BACC HOT/MOT grant

- **Terms**

Produce a quarterly report within 30 days of the end of each quarter

Host annual BACC golf tournament at Hidden Creek Golf Course bi-annually

Utilize Burleson catering for State of the City and EDC Quarterly Luncheons

- **Termination/Breach**

Should BACC not perform, they would be ineligible for any City funding for one year

Either party may terminate with 30 days written notice

Item B.

# Requested Action

Consider approval of a one-year Services Contract with the Burleson Area Chamber of Commerce in the amount of \$40,000



Approve as presented



Deny

## SERVICE CONTRACT

This **SERVICE 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, the **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION** (the "EDC") and **BURLESON AREA CHAMBER OF COMMERCE** ("Contractor").

### ***WITNESETH:***

**WHEREAS**, City, EDC and Contractor desire to enter into a contract by which Contractor will provide **BUSINESS RETENTION AND TOURISM SERVICES**; and

**WHEREAS**, City and EDC desire to compensate Contractor for Contractor's services as provided herein.

**NOW, THEREFORE**, City and EDC hereby engage the services of Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

### **1. SCOPE OF SERVICES.**

#### **1.1. Business Retention**

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather and deliver the annual list and survey questions by October 31st.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

#### **1.2. Tourism**

Contractor shall conduct two (2) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride and The Full Circle Women's Conference.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

### **2. TERM.**



The term of this Contract upon execution shall be active until September 30, 2026.

### 3. COMPENSATION.

The total amount paid under this Agreement by the City to the Contractor shall not exceed Forty Thousand Dollars (\$40,000.00). 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 Contractor'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.

#### 3.1. Payment Detail.

Payment owed to the Contractor will be paid under the following stipulations: \$20,000 for Business Retention initiatives and quarterly reports; and *up to* \$15,000 for the Burleson Honey Tour event and \$5,000 for the Full Circle Women's Conference with a maximum of two (2) eligible events, for advertising reimbursement for the events as described below. Contractor shall submit a post-event form to EDC with receipts showing advertising expenses. To be eligible for reimbursements, the Contractor's advertising expenses must focus on targeting visitors outside a 50 mile radius of the city who are likely to stay overnight in Burleson. Expenses eligible for reimbursement include but are not limited to: magazine ads, social media campaigns, printed flyers, radio promotions, billboard advertising. Noneligible expenses include but are not limited to: temporary fencing, musicians, entertainment, staffing, event rentals (photo ops, etc.), event souvenir items. The Contractor shall submit advertising receipts to the City and the City will review the submitted receipts for reimbursement eligibility. If advertising costs for any one event are less than \$10,000, the Contractor will be reimbursed in an amount equal to the total amount of eligible advertising expense receipts submitted.

### 4. TERMINATION.

#### 4.1. Written Notice.

The City, EDC or Contractor 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 Contractor 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 termination date, the City shall pay Contractor for services actually rendered or Contractor shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

#### 4.4. Failure to Perform

In the event Contractor fails to perform all services within the term of this agreement, Contractor will not be eligible to receive any City or EDC funds for a period of one (1) year.



## **5. INDEMNIFICATION.**

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

## **6. MISCELLANEOUS PROVISIONS.**

**6.1 Right to Audit.** Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Agreement at no additional cost to the City. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor 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 Contractor reasonable advance notice of intended audits.

**6.2 Independent Contractor.** It is expressly understood and agreed that Contractor 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, Contractor 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. Contractor acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor.

**6.3 Government Function Clause.** All parties agree that this contract is one wherein the City is solely performing a governmental function.

**6.4 Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.

**6.5 Non-Discrimination Covenant.** Contractor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Contractor'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 Contractor, its personal representatives, assigns, subcontractors or successors in interest, Contractor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

**6.6 Assignment and Subcontracting.** Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.

**6.7 Notice.** 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, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

**To CITY:**

City of Burleson  
Attn: City Manager  
141 W. Renfro St.  
Burleson, TX 76028

**To CONTRACTOR:**

Burleson Area Chamber of Commerce  
Attn: Executive Director  
124 S. Main St. Ste. 228  
Burleson, Texas 76028

**6.8 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.

**6.9 No Waiver.** The failure of the City or Contractor 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 Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

**6.10 Governing Law and 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.

**6.11 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.

**6.12 Force Majeure.** The City and Contractor 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, pandemics, epidemics, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

**6.13 Heading Not Controlling.** Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**6.14 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.

**6.15 Amendment and Modification.** 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.

**6.16 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 Contractor, 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.

**6.17 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.

**6.18 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.

**6.19 Mandatory Ownership Disclosure Provision.** If required by law, Contractor 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.

**6.20 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.

**6.21 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.

**6.22 Basic Safeguarding of Contractor Information Systems.** Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor'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).

**6.23 Survivability.** The terms of this Agreement, which by their nature one would reasonably intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, indemnification, representations and warranties, limitation of liability, and the applicable miscellaneous sections.

**6.24 Insurance: A.** The Contractor, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City will require:

1. Worker’s Compensation and Employer’s Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

3. Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

**6.25 Time.** 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.

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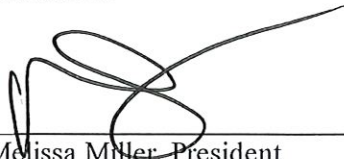
**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement:

**CITY OF BURLESON:**

**BURLESON AREA CHAMBER OF  
COMMERCE**

By: \_\_\_\_\_  
Tommy Ludwig, City Manager

By:  \_\_\_\_\_  
Melissa Miller, President

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

Date: 9/3/25

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**BURLESON 4A ECONOMIC DEVELOPMENT  
CORPORATION**

By:

Name: \_\_\_\_\_  
Title: Board President

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

**Exhibit A**



## SCOPE OF SERVICES

### Business Retention

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

### Tourism

Contractor shall conduct two (2) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride and The Full Circle Women's Conference.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

## Economic Development Corporation (Type A)

**DEPARTMENT:** Development Services

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

**MEETING:** October 20, 2025

### SUBJECT:

Consider and take possible action on a resolution approving the contract with SYB Construction CO., INC. for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of \$3,437,863.37 with a project contingency of \$343,786.34 for a total amount of \$3,781,649.71. *(Project DV2201)(Staff Contact: Michelle McCullough, P.E., CFM, Deputy Director/City Engineer)*

### STRATEGIC PRIORITY AND GOAL(S):

| Strategic Priority                                                                                                                                        | Strategic Goal                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p><b>Dynamic &amp; Preferred City</b><br/>Through Managed Growth</p> | <p>2.2 Promote sustainable residential and commercial development through strategic and long-term planning</p> <p>2.3 Enhance connectivity and improve mobility</p> <p>2.4 Implement the city's Capital Improvement Program</p> |

### SUMMARY:

In accordance with Texas Local Government Code Chapter 252, the City issued ITB No. 2025-016 for Hooper Business Park Drainage & Improvements. The solicitation was advertised on August 13 and August 20, 2025, and posted on the City's electronic bidding platform, Bonfire, from August 13 through September 11, 2025. The opportunity was distributed to 199 vendors across six relevant commodity codes in Bonfire, with 88 vendors downloading project documents. The city received six proposals, with SYB Construction Co., Inc. being the lowest and most responsible bidder.

The project includes the construction of two retention ponds for stormwater control as required by the city's ordinances. Additionally, CR 21019 will be realigned for a more direct connection to Lakewood Drive. As part of the project, a 12-inch JCSUD water line will also be relocated.



The design also included landscape and irrigation plans, which will be included in the Lakewood Drive Landscape and Irrigation bid in the future.

**RECOMMENDATION:**

Approve a resolution approving the contract with SYB Construction CO., INC. for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of \$3,437,863.37 with a project contingency of \$343,786.34 for a total amount of \$3,781,649.71.

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

Design funding was approved in October 2022 and amended in July 2023 to include a detailed drainage study and realignment of CR 1019.

**REFERENCE:**

NA

**FISCAL IMPACT:**

**Proposed Expenditure/Revenue:** \$3,781,649.71

**Account Number(s):** 4403101-70020

**Fund:** 4A Economic Development Corporation

**Account Description:** 4A Bond Construction

**Procurement Method:** Bid

**STAFF CONTACT:**

Michelle McCullough, P.E., CFM

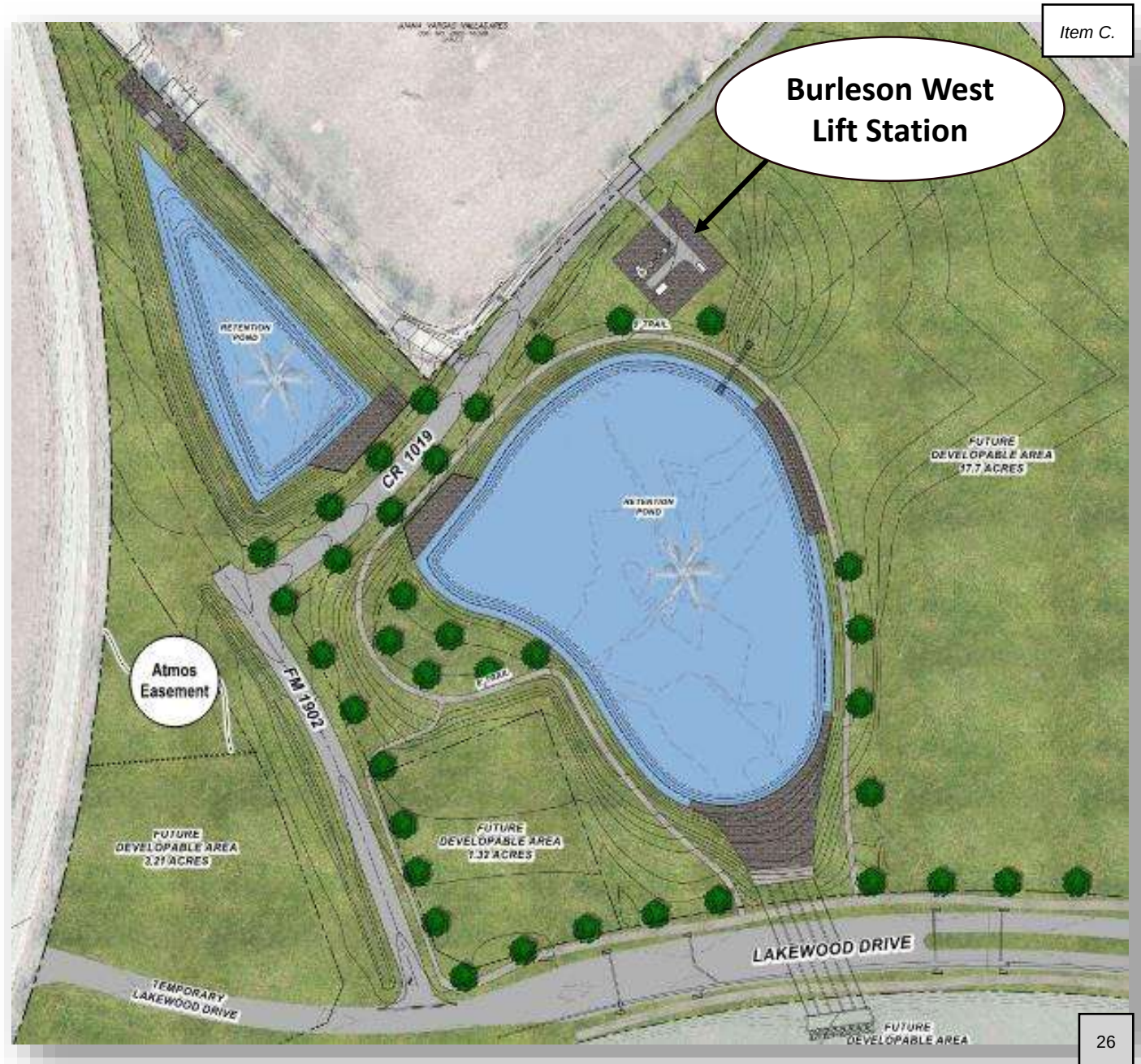
Deputy Director/City Engineer

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

817-426-9616

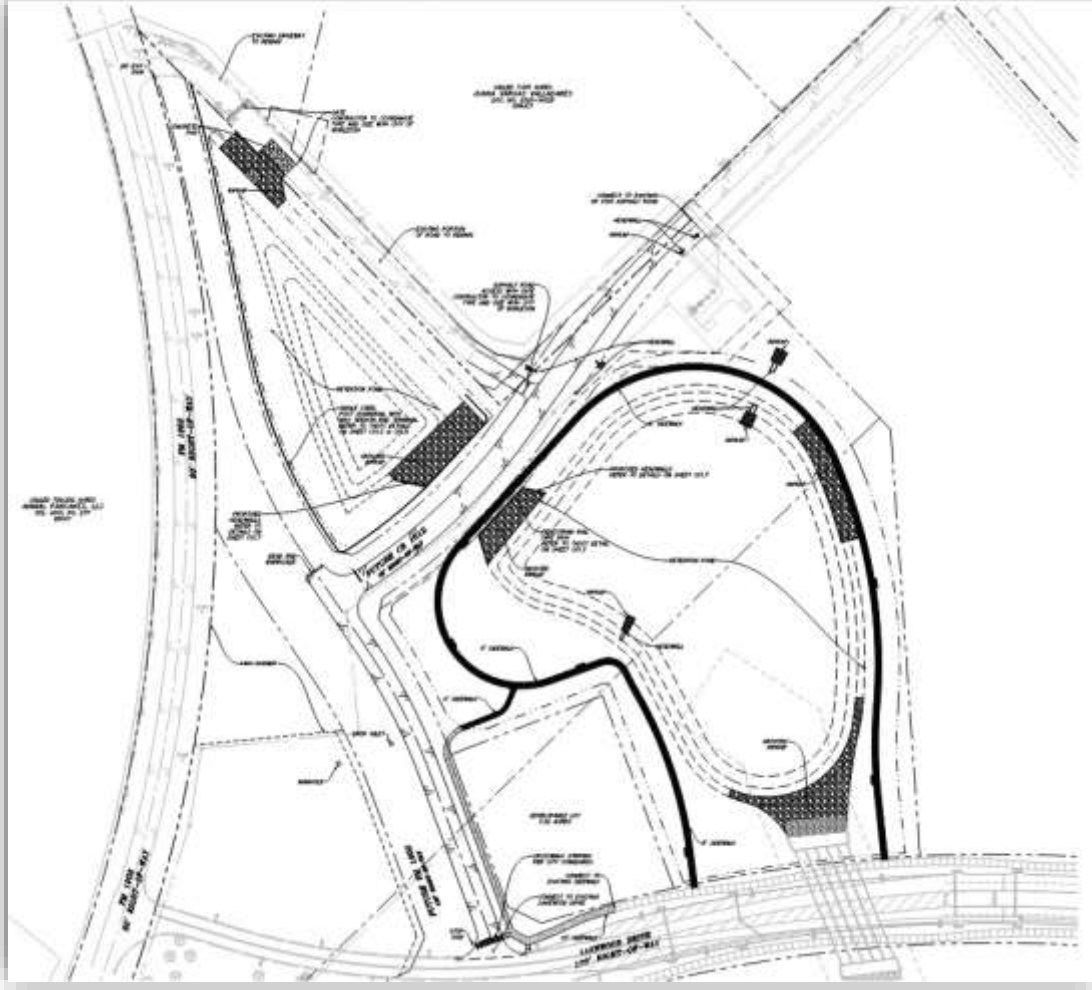
# Hooper Business Park Drainage and Paving Improvements

4A Economic Development Corporation  
Award of Bid  
October 20, 2025



# Project Background

Item C.



- Design funding approved in October 2022 and amended in July 2023 to include the re-alignment of CR 1019 and a detailed drainage study
- Right-of-Way and Easement acquisition is being finalized
  - Portion of existing CR 1019 acquired to accommodate drainage improvements and no longer needed with re-alignment of the roadway
  - Two drainage easements
- Construction of two retention ponds as part of the Hooper Business Park drainage improvements and re-alignment of CR 1019
- Relocation of a 12-inch JCSUD water line



# Construction Procurement

- Invitation to Bid issued April 13, 2025
- Bids opened September 11, 2025
- Six (6) submissions received

| Bidder                         | Amount          |
|--------------------------------|-----------------|
| SYB Construction CO, Inc       | \$3,437,863.37  |
| Forth Worth Civil Constructors | \$4,196,900.13  |
| Klutz Construction, LLC        | \$4,316,811.16  |
| Jackson Construction, Ltd.     | \$4,743,626.10  |
| 2L Construction, LLC           | \$5,322,966.98  |
| Axis Contracting               | \$6,284,528.814 |

- Construction Contingency (10%): \$343,786.34
- Recommended Award: \$3,781,649.71
- Budgeted Resources: \$6,500,000.00\*

\*Includes funds for landscape and irrigation to be included in the Lakewood Drive Landscape bid – estimated OPCC approximately \$800,000





# Construction Timeline

Item C.



# Action Requested

Consider and take possible action on a resolution approving a contract with SYB Construction CO., INC for construction services on the Hooper Business Park Drainage and Paving Improvements (ITB 2025-16) in the amount of \$3,437,863.37 with a project contingency of \$343,786.34 for a total amount of \$3,781,649.71. (Project DV2201)

# Questions/Discussion

Michelle McCullough, P.E., CFM  
Development Services Deputy Director/City  
Engineer  
[mmccullough@burlesontx.com](mailto:mmccullough@burlesontx.com)  
817-426-9616

## RESOLUTION 4A102025SYBCONSTRUCTION

**A RESOLUTION OF THE OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION RECOMMENDING APPROVAL OF A CONTRACT BETWEEN THE CITY OF BURLESON AND SYB CONSTRUCTION CO., INC. FOR CONSTRUCTION SERVICES ON THE HOOPER BUSINESS PARK DRAINAGE AND PAVING IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO FUND THE CONTRACT WITH FUNDS FROM THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE AND REQUESTING THE CITY COUNCIL RATIFY THIS RESOLUTION.**

**WHEREAS**, the Burleson 4A Economic Development Corporation, known as the “Type A Corporation”, incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

**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, R.A. Development, Ltd. (“Developer”), the Type A Corporation, and other parties entered into that certain Chapter 380 and Economic Development and Performance Agreement for the development of Chisholm Summit and Hooper Business Park (the “Agreement”); and

**WHEREAS**, in the Agreement, the Board of the Type A Corporation found that the public improvements contemplated in this Agreement will allow the Type A Corporation to develop and market a national/regional office park located on the northern edge of Chisholm Summit known as the Hooper Business Park; and

**WHEREAS**, the tract of land known as the Hooper Business Park requires specific drainage and paving improvements; and

**WHEREAS**, the proposed agreement between the City and SYB Construction Co., Inc., will make necessary drainage and site improvements to the Hooper Business Park (the “Agreement”); and

**WHEREAS**, the Board of the Type A Corporation finds that the expenditures contemplated in the Agreement to be funded by the Type A Corporation constitute and/or in furtherance of a “Project” as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure necessary to promote business development; and

**WHEREAS**, the Type A Corporation desires the City approve this action; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BURLESON 4A ECONOMIC**



**DEVELOPMENT CORPORATION BOARD OF DIRECTORS, THAT:****Section 1**

The Type A Corporation hereby recommends approval of the Agreement between the City and SYB Construction Co., Inc., for construction services on the Hooper Business Park drainage and paving improvements.

**Section 2**

If the City approves the Agreement, the City Manager is authorized to pay for costs actually incurred under the Agreement.

**Section 3**

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

**Section 4**

The Type A Corporation hereby requests that the City Council of the City of Burleson ratify this resolution and action of the Type A Corporation. Accordingly, this resolution shall take effect immediately after such ratification.

**PASSED, APPROVED, AND SO RESOLVED** by the Board of Directors of the Burleson 4A Economic Development Corporation on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Dan McClendon, Board President  
Burleson 4A Economic Development Corporation

ATTEST:

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

## Economic Development Corporation (Type A)

**DEPARTMENT:** Capital Engineering

**FROM:** Randy Morrison, P.E., Director of Capital Engineering

**MEETING:** October 20, 2025

### **SUBJECT:**

Consider and take possible action on an amendment to Resolution 4A081825AnnualBudget by amending the 5-year Capital Improvement Plan of the 4A Economic Development Corporation for Fiscal Year 2026- 2030. The amendment proposes an increase to the total plan budget in the amount of \$6,000,000. (Staff Contact: Randy Morrison, P.E., Director of Capital Engineering)

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

| Strategic Priority                                                                                                                                        | Strategic Goal                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
|  <p><b>Dynamic &amp; Preferred City</b><br/>Through Managed Growth</p> | <p>2.4 Implement the city's Capital Improvement Program</p> |

### **SUMMARY:**

The 4A Corporation approved their annual budget on August 18, 2025 via Resolution 4A081825AnnualBudget. On September 2, 2025, the Council ratified the 4A budget. On September 8, 2025 the Council approved the final reading of the City's FY 2026-2030 annual budget and capital improvement plan (CIP). Since adopting the budget, staff has prepared recommended updates to the CIP for Board approval.

### **RECOMMENDATION:**

Staff recommends approval of a resolution amending the five-year Capital Improvement Plan.

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

The 4A Corporation approved their annual budget on August 18, 2025 via Resolution 4A081825AnnualBudget.

On September 2, 2025, the Council ratified the 4A budget.

On September 8, 2025, the Council approved the final reading of the City's FY 2026-2030 annual budget with the five-year Capital Improvement Plan (CIP).

**REFERENCE:**

Resolution 4A081825AnnualBudget

**FISCAL IMPACT:**

| <b>Fiscal Year 2025-2026</b> |                   |
|------------------------------|-------------------|
| <b>Fund</b>                  | <b>CIP Impact</b> |
| Land Block                   | 6,000,000         |
| <b>Total Impact</b>          | <b>6,000,000</b>  |

**STAFF CONTACT:**

Randy Morrison, PE  
Director of Capital Engineering  
[rmorrison@burlesontx.com](mailto:rmorrison@burlesontx.com)  
817-426-9612



# FY 2026-2030 4A CIP Amendment

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PRESENTED TO THE ECONOMIC DEVELOPMENT CORPORATION (TYPE A) ON  
OCTOBER 20, 2025

# 4A Updates

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August 18, 2025 4A  
Corp Approved FY26  
Annual Budget

September 2, 2025  
City Council Ratified  
the 4A Budget

September 8, 2025  
City Council FY26  
Annual Budget and 5-  
YR CIP



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# Proposed 4A CIP Update FY26 – FY30

# 4A CIP FY26-30

| Project # | 4A Projects Name          | Prior Allocations  | 2026                | 2027               | 2028                | 2029       | 2030       | Total Per Project (FY26-30) |
|-----------|---------------------------|--------------------|---------------------|--------------------|---------------------|------------|------------|-----------------------------|
| ST2301    | Alsbury Blvd              | \$4,001,277        |                     | \$5,000,000        | \$5,000,000         |            |            | \$10,000,000                |
| DV2302    | Lakewood Drive Extension  | \$1,311,915        |                     | \$4,000,000        |                     |            |            | \$4,000,000                 |
|           | Hooper Business Park Sign |                    |                     | \$500,000          |                     |            |            | \$500,000                   |
|           | Future Project            |                    |                     |                    | \$10,000,000        |            |            | \$10,000,000                |
|           | West Side Infrastructure  | \$500,000          | \$5,000,000         |                    |                     |            |            | \$5,000,000                 |
|           | Land Bank at HCP and I35W |                    | \$6,000,000         |                    |                     |            |            | \$6,000,000                 |
|           | <b>Total</b>              | <b>\$5,813,192</b> | <b>\$11,000,000</b> | <b>\$9,500,000</b> | <b>\$15,000,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$35,500,000</b>         |

# FY26 Bond Issuance Project List

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## 4A Bonds

- West Side Infrastructure \$5,000,000
- Land Bank at HCP and I35W \$6,000,000

## Board Considerations

Consider and take possible action on a resolution amending the 4A five-year Capital Improvement Plan (CIP) for Fiscal Year 2026-2030.

☒ YES  
☐ NO

# Questions / Comments

Item D.



**Burleson 4A Economic Development Corporation  
RESOLUTION**

**WHEREAS**, the Burleson 4A Economic Development Corporation, known as the “Type A Corporation”, incorporated and certified on October 5, 2000, under the authorization of the Development Corporation Act of 1979; and

**WHEREAS**, on August 18, 2025, the Board of Directors (“Board”) of the Type A Corporation approved the budget for Fiscal Year 2025-2026 (the “Budget”) 4A081825AnnualBudget including the 5-year Capital Improvement Plan (CIP); and

**WHEREAS**, the Board desires to amend the 5-year Capital Improvement Plan (CIP) of the 4A Economic Development Corporation for Fiscal Year 2026-2030, and finds the amendments to the CIP will further the purposes of the Type A Corporation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE BURLESON ECONOMIC DEVELOPMENT CORPORATION THAT:**

**Section 1.**

The Type A Corporation approves the amendments to the five-year Capital Improvement Plan for Fiscal Year 2026-2030 attached as Exhibit A, attached hereto and incorporated herein by reference for all purposes.

**Section 2.**

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

PASSED, APPROVED, AND DULY RESOLVED by the Board, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED:

ATTEST:

\_\_\_\_\_  
President of Type A Corporation

\_\_\_\_\_  
Secretary of the Type A Corporation

Attachments:  
Exhibit A

EXHIBIT A  
RESOLUTION AMENDING THE CAPITAL IMPROVEMENT PLAN FOR FY 2026-2030

**4A CIP FY26-30**

| Project # | 4A Projects Name          | Prior Allocations  | 2026                | 2027               | 2028                | 2029       | 2030       | Total Per Project<br>(FY26-30) |
|-----------|---------------------------|--------------------|---------------------|--------------------|---------------------|------------|------------|--------------------------------|
| ST2301    | Alsbury Blvd              | \$4,001,277        |                     | \$5,000,000        | \$5,000,000         |            |            | \$10,000,000                   |
| DV2302    | Lakewood Drive Extension  | \$1,311,915        |                     | \$4,000,000        |                     |            |            | \$4,000,000                    |
|           | Hooper Business Park Sign |                    |                     | \$500,000          |                     |            |            | \$500,000                      |
|           | Future Project            |                    |                     |                    | \$10,000,000        |            |            | \$10,000,000                   |
|           | West Side Infrastructure  | \$500,000          | \$5,000,000         |                    |                     |            |            | \$5,000,000                    |
|           | Land Bank at HCP and I35W |                    | \$6,000,000         |                    |                     |            |            | \$6,000,000                    |
|           | <b>Total</b>              | <b>\$5,813,192</b> | <b>\$11,000,000</b> | <b>\$9,500,000</b> | <b>\$15,000,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$35,500,000</b>            |

## Economic Development Corporation (Type A)

**DEPARTMENT:** Finance

**FROM:** Kevin Hennessey, Interim Director of Finance

**MEETING:** October 20, 2025

### **SUBJECT:**

Consider and take possible action on a resolution declaring the intention to reimburse an amount not to exceed \$6,750,000 for certain capital expenditures with proceeds from debt; and placing time restrictions on the issuance of tax-exempt obligations. (*Staff Contact: Kevin Hennessey, Interim Director of Finance*)

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

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

### **SUMMARY:**

On September 8, 2025, the Council approved the final reading of the City's FY 2025-2026 annual budget and capital improvement plan (CIP). The approved budget includes the City's capital improvement plan. This reimbursement resolution will give the City the ability to begin incurring capital expenditures with the intent to reimburse the cost incurred with proceeds from bonds to be issued at a future date.

### **RECOMMENDATION:**

Staff recommends approval of the resolution.

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

August 18, the 4A Board approved the budget and Capital Improvement Plan.

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

**REFERENCE:**

CSO#5910-09-2025

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Kevin Hennessey  
Interim Director of Finance  
[khennessey@burlesontx.com](mailto:khennessey@burlesontx.com)  
817-426-9651

# Reimbursement Resolution

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*PRESENTED TO THE ECONOMIC DEVELOPMENT CORPORATION (TYPE A) ON  
OCTOBER 20, 2025*

# Reimbursement Resolution

---



Provides project funding prior to issuing the bonds not to exceed \$6,750,000



City anticipates issuing bonds during August 2026



The resolution is not an authorization to issue bonds



# Use of the Resolution

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- Council approved the FY25/26 Budget and five-year capital improvement plan on September 8, 2025
- On October 20, 2025, an amended capital improvement plan will appear on the same agenda as this item for consideration by the Council for approval.

# 4A CIP FY26-30

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| Project # | 4A Projects Name          | Prior Allocations  | 2026                | 2027               | 2028                | 2029       | 2030       | Total Per Project (FY26-30) |
|-----------|---------------------------|--------------------|---------------------|--------------------|---------------------|------------|------------|-----------------------------|
| ST2301    | Alsbury Blvd              | \$4,001,277        |                     | \$5,000,000        | \$5,000,000         |            |            | \$10,000,000                |
| DV2302    | Lakewood Drive Extension  | \$1,311,915        |                     | \$4,000,000        |                     |            |            | \$4,000,000                 |
|           | Hooper Business Park Sign |                    |                     | \$500,000          |                     |            |            | \$500,000                   |
|           | Future Project            |                    |                     |                    | \$10,000,000        |            |            | \$10,000,000                |
|           | West Side Infrastructure  | \$500,000          | \$5,000,000         |                    |                     |            |            | \$5,000,000                 |
|           | Land Bank at HCP and I35W |                    | \$6,000,000         |                    |                     |            |            | \$6,000,000                 |
|           | <b>Total</b>              | <b>\$5,813,192</b> | <b>\$11,000,000</b> | <b>\$9,500,000</b> | <b>\$15,000,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$35,500,000</b>         |

# FY26 Bond Issuance Project List

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## 4A Bonds

- West Side Infrastructure \$5,000,000
- Land Bank at HCP and I35W \$6,000,000

# Options

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- Approve the resolution
- Approve the resolution with changes
- Deny the resolution

# QUESTIONS/COMMENTS

# Options



Approve as presented or  
with modifications



Deny request



## RESOLUTION

A RESOLUTION DECLARING INTENTION TO REIMBURSE AN AMOUNT NOT TO EXCEED \$6,750,000 FOR CERTAIN CAPITAL EXPENDITURES WITH PROCEEDS FROM DEBT; AND PLACING TIME RESTRICTIONS ON THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS.

**WHEREAS**, the Burleson 4A Economic Development Corporation (the “Type A Corporation”) was incorporated and certified on October 5, 2000, under the authorization of the Development Corporation Act of 1979; and

**WHEREAS**, the Type A Corporation expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit A hereto (collectively, the “Project”) prior to the issuance of taxable or tax-exempt obligations by the Type A Corporation in connection with the financing of the Project from available funds; and

**WHEREAS**, the Type A Corporation finds, considers, and declares that the reimbursement of the Type A Corporation for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Type A Corporation and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION THAT:**

**Section 1.** The Type A Corporation reasonably expects it will incur debt, as one or more series of taxable or tax-exempt obligations, for the purpose of financing the Project with the reimbursements to the Type A Corporation for the payment of costs of the Project in an aggregate amount not to exceed \$6,750,000.

**Section 2.** All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Type A Corporation in furtherance of this Statement after a date which is later than eighteen (18) months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

**Section 3.** The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three (3) years after the date any expenditure which is to be reimbursed is paid.

*[Remainder of page left blank. Signature page to follow.]*

**PASSED AND APPROVED THIS 20<sup>TH</sup> DAY OF OCTOBER, 2025.**

SIGNED:

\_\_\_\_\_  
President of the Type A Corporation

ATTEST:

\_\_\_\_\_  
Secretary of the Type A Corporation

(Seal)

**EXHIBIT A**

The projects to be financed that are the subject of this Statement are:

Acquisition of land and capital improvements thereto as specified in the Type A Corporation's capital improvement plan.