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

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

**1. CALL TO ORDER**

Invocation - Ron Williams, Pastor of Faith to Faith Ministries, Burleson

Pledge of Allegiance to the US Flag

Texas Pledge:

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

**2. PUBLIC PRESENTATIONS**

A. Proclamations

- A proclamation recognizing "Procurement Professionals' Day" on March 13, 2024. (*Recipient: Richard Abernathy, Director of Administrative Services*)

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

**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 approval of the minutes from the February 13, 2024 special council meeting, February 20, 2024 regular council meeting and February 23, 2024 special council meeting. *(Staff Contact: Amanda Campos, City Secretary)*
- B. Consider approval of change order for professional services with Brinkley Sargent Wiginton Architects for City Hall Renovations in the amount of \$92,661.86. *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- C. Consider approval of a facility use agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for the upcoming season. *(Staff Contact: Joni Van Noy, Economic Development Coordinator)*
- D. ETJ Release Petition for 1709 CR 807 (Case 24-033): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 14 acres of land addressed as 1709 CR 807. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*
- E. ETJ Release Petition for 102 Black Jack Ln (Case 24-054): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 0.8584 acres of land addressed as 102 Black Jack Ln. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

## 6. **DEVELOPMENT APPLICATIONS**

- A. Cliffwood Phase 3 (Case 23-327): Hold a public hearing and consider a resolution for a waiver to Section 5.1.a "Street and Right of Way Basic Policies" of the Design Standards Manual for the design criteria for Streets within the Cliffwood Phase 3. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer) (Planning and Zoning Commission recommended disapproval unanimously)*

## 7. **GENERAL**

- A. Consider approval of awarding RFP 2024-003 Artificial Turf Baseball & Softball Fields with TGS Sports LLC in the amount of \$1,741,400 with a project contingency of \$174,400 for the



conversion of Clydesdale, Shire, Paint, Appaloosa, Roan, Pasofina and Quarter fields at Chisenhall Fields to synthetic turf. (Staff Contact: Allison Smith, Recreation Manager)

- B. Consider approval of a contract with Club Car for the purchase of new golf carts through Sourcewell cooperative purchasing agreement #12220-CCR in the amount of \$544,800. (Staff Contact: Jen Basham, Director of Parks and Recreation)
- C. Consider approval of a four-year contract with Club Car for GPS in golf carts at Hidden Creek Golf Course through Sourcewell cooperative purchasing agreement #12220-CCR with Club Car in the amount of \$180,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)
- D. Consider approval of City Council Policy 43, formally adopting the City of Burleson Asset Management Policy and Corporate Risk Matrix. (Staff Contact: Eric Oscarson, Deputy City Manager)
- E. Consider approval of a resolution stating and accepting the results of the local option petition for the legal sale of all alcoholic beverages for off-premise consumption only. (Staff Contact: Amanda Campos, City Secretary)
- F. Consider approval of a Resolution Ordering a Special Election – Local Option, legalize the legal sale of all alcoholic beverages for off-premise consumption only. (Staff Contact: Amanda Campos, City Secretary)

## **8. REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion and provide staff feedback regarding the Wayside Horn project planned for the Union Pacific Railroad (UPRR) crossing of CR 714. (Staff Presenter: Errick Thompson, Director of Public Works & Engineering)
- B. Receive a report, hold a discussion and provide staff feedback regarding easement and right-of-use agreements. (Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)

## **9. CITY COUNCIL REQUESTS AND 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**  
-Receive a report and hold a discussion regarding the internal investigation into Human Resources Department Complaint No. 2023-0001 and No. 2023-0002
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**  
-Approximately 287 square feet near the intersection of E Renfro St and Cardinal Ridge Road in Burleson, Johnson County, Texas  
-Approximately 218 square feet near the intersection of E Renfro St and Memorial Plaza in Burleson, Johnson County, Texas  
-Approximately 5.79 acres in the HighPoint Business Park near the intersection of Vantage Drive and Cirrus Drive in Burleson, Johnson County, Texas

-Discuss and receive direction on certain parcels of real property in Johnson County, Texas for fire and public safety purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

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

-Project Verdad

-Project Dough

**11. ADJOURN**

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 28th of February 2024, by 6:00 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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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** March 4, 2024

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**SUBJECT:**

Consider approval of the minutes from the February 13, 2024 special council meeting, February 20, 2024 regular council meeting, and February 23, 2024 special council meeting. (*Staff contact: Amanda Campos, City Secretary*)

**SUMMARY:**

The City Council duly and legally met on February 13, 2024 and February 23, 2024 for a special council meeting and February 20, 2024 for a regular council meeting.

**RECOMMENDATION:**

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

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

Amanda Campos, TRMC  
City Secretary  
[acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
817-426-9665

# **BURLESON CITY COUNCIL SPECIAL MEETING**

**February 13, 2024**

**DRAFT MINUTES**

## **ROLL CALL**

### **COUNCIL PRESENT:**

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

### **COUNCIL ABSENT:**

### **Staff present**

Tommy Ludwig, City Manager  
Eric Oscarson, Deputy City Manager  
Harlan Jefferson, Deputy City Manager  
Amanda Campos, City Secretary  
Monica Solko, Deputy City Secretary  
Matt Ribitzki, Deputy City Attorney  
DeAnna Phillips, Director of Communications  
Justin Scharnhorst, Assistant to the City Manager

## **1. CALL TO ORDER – 9:00 a.m.**

Mayor Fletcher called the meeting to order. **Time: 9:08 a.m.**

## **2. CITIZEN APPEARANCES**

- None.

## **3. WORK SESSION**

- A. Hold a work session where the City Council may discuss any and all aspects of the City of Burleson. The City Council will not take any action on topics discussed, but may set priorities and direct staff to place items on future City Council agendas. Topics that may be discussed include, without limitation, City Council goals and priorities, city management, finance, purchasing, economic development, community development, capital improvement projects, city facilities, streets, and infrastructure, transportation, public works, code enforcement, parks and recreation, public safety, municipal court, neighborhood and animal services, permits and inspections, Hidden Creek Golf Course, human resources, utilities, trash and recycling, population growth, planning and zoning, traffic, annexation, intergovernmental relations, city budget, taxes and fees, bonds and debt service, water rates and service, Old Town plaza, boards and commissions, City Council committees, elections, and events and festivals.**

Tommy Ludwig, City Manager, welcomed everyone and gave an overview of the day's agenda.

DeAnna Phillips, Communications Director, began the session with an ice breaker.

Council group activity:

What does council want to accomplish today to make this successful?

Activity results:

- Reduce taxes / leave them the same
- Street repairs (increase)
- Finance options (understanding what money is available, debit capacity, refunding, debit service fund, things that are rolling off, and where the possibility of restructuring)
- Asset management (road study)
- School communication (BISD/JISD) to know where the city could help, anticipate crowding, and projects
- Public Works – infrastructure, storm water runoff, roads, drainage, water, sewer, etc.
- Budget
- Team effort / teamwork
- Make high level decisions in various areas and commit to it even if difficult
- County relationships for roadway

Discussion goals for workshop:

- Priorities for council budget
- Where are we going the next 3-5 years
- City's strategic plan
- Council survey for workshop results
- Budget
  - Budget options
  - Debit Service
  - Refinancing options
  - Water / wastewater / stormwater / infrastructure
- Enhancing communication
  - BISD on future expansion
- Quality of projects
  - Asset management
- Regional Transportation
- ETJ road impacts
- City image with future development

**RECESS AND BACK TO ORDER**

Mayor Fletcher recessed for a short break at 10:23 a.m. and called the meeting back to order at 10:32 a.m. with all members present.

Eric Oscarson, Deputy City Manager, discussed what a 3-5 year plan looks like for Council.

### City services:

- Automating systems
- Data driven services
- Quality customer service
- Interactive maps
- Improving 311 service
- AI-technology to help reduce the physical footprint for citizen environment
- Cross training staff
- Transparency
- Communication

### Old Town:

- More parking - parking garage / parking location
- Keep the Old Town feel
- Tourist attraction (advertising Old Town)
- Lighting
- Increase revenue
- Pedestrian safety (walking experience)
- Business partnership on 174
- Increase walkability (need sidewalks)
- Increase neighborhood services
- Consider commercial and residential component to the area
- Closing Ellison Street for walking area during weekends, maybe working hours
- Restoration of residential homes in Old Town to intermix with commercial
- Connection with Hidden Creek Pkwy.

### West side of the city:

- Focus on business in that area (opportunities)
- Infrastructure in the area (expand roads to the toll)
- Industrial Park, college and sustainable high tech
- Not enough room ramp, discussion with NTTA about access road.
- Roads to help the residential areas there come to spend tax dollars in our city.
- Bringing old and new Burleson together, consider a focal point like a new City Hall or Library (city services/retail) to draw citizens in.

### Transportation and mobility:

- Partnership with Johnson County (possible bond projects)
- Connection to toll road
- Lakewood-Alsbury connection
- Hemphill connection / parallel to Old Town
- Hulen overpass
- CleTran communication
- Sidewalks / trails
- School sidewalks (children mobility)
- Grant funding
- Walkability on Wilshire/174
- Sidewalk walkability – Wilshire/Summercrest
- Enforcement program for blocking sidewalks/trails (parked cars)

### Business Park:

- Framework for the next highpoint development on the other side of 35
- Land for specific projects (fire station, police station)
- Balancing business park on the east and west side

### Burleson Community:

- Growth but small town feel
- Finding a center of town that will keep us as one town
- Open space parks, community focus center point (Central Park)
- Diversity in housing
- Jobs should match housing market
- Smart density

### Priorities for the next 3-5 years:

- Public Works – roadways drainage traffic flow improvement
- City facilities – PW, Public Safety complex, city hall, library, fire
- Economic Community Development – development of west side of city review and update zoning maps and ordinance, explore shovel ready definition complete for state/federal funding
- Civic center conference center – election for hidden creek, sports complex closure, golf course resident
- Finance prudence – building reserve, reduce debit, improvement finance performance, brick and Chisenhall fields.

Council discussed bonds and funds without raising taxes to complete the projects that are needed.

### Other priorities:

- Information technology, infrastructure and services
- addressing city facility needs
- employee retention (other benefits, flexible work schedule)
- health, insurance, sustainability
- succession planning
- future business, industrial park
- fiscally, sustainable development

### Group activity: city service priority

### Group activity results:

- Public Works (sidewalks, traffic flow, roads)
- Economic Development
- Golf course
- IT
- Library
- Marketing and communications
- Service center
- Special events
- Youth and adult athletics



Council discussed citizen feedback for more practice fields, maintenance, and BYA.

Mr. Oscarson continued with possible funding sources to consider.

Possible funding sources to consider:

- Street maintenance fees
  - Solid waste fee (trash trucks driving our roads)
    - Service level cost will be a pass through fee
    - If cart service will reduce the fee
    - Service delivery will change
    - The city has been supplementing the cost for waste service and need to pass the cost on to the citizens, is the cost more than what is provided.
    - Request for proposals (RFP) could potentially led to city losing the loose collection option the city currently has.
- Stormwater fee
  - Impact fees that will be tied to commercial (only used for stormwater)
  - Utility bill fees.
  - Passing something onto existing residents versus new development to pass the fee on.

After a brief discussion and questions from council, consensus was to add to the budget process for review.

**RECESS AND BACK TO ORDER**

Mayor Fletcher recessed for a short break at 12:28 p.m. and called the meeting back to order at 12:40 p.m. with all members present.

Harlan Jefferson, Deputy City Manager continued the presentation with additional funding sources.

Water and sewer rates

- Increase rates to make it a pass through
- Consider aging infrastructure along with growth
- Will add to the budget process to discuss more

Tax Rate

Homestead exemptions – increase 1% and move up to 5%. If you adopt before July, it will go into effect by October of the same year. Consider drawing the balance down, keeping it down half-million and could get an addition \$1.8 million. Another option is through a cash refinance of existing bonds (of 10 years or more), the city has a 2014 series that could be used for additional funds, plus if the city got a good rate it could be additional savings.

After a brief discussion and questions from Council regarding other bonds, older maturities, and the investment portfolio, the consensus was to look at the process and bring it forward to the Finance Committee to consider.

Mr. Jefferson continued with credit card fees. The city currently absorbs the fees associated with credit card payments. Does council want to look at stopping absorbing the fees? Council consensus was to look at an option for customers to pay the fee for using a credit card or a no fee option for paying through ACH. Council asked staff to put the numbers together and let them see what the savings would be.

Council member Larry Scott discussed Neighborhood Environment Zoning (NEZ), is something that needs to be considered that will be a little stress to the budget. He has identified six (6) potential areas in the city and should be discussed in the future.

Mr. Jefferson continued with budget discussion.

Upcoming budget priorities:

- Zoning code
- Finance procedure
- Long term capital improvement projects
- Public safety
- Public works (roadway, drainage, sidewalk, traffic flow, improvements)
- Fleet life cycle replacement and utilization analysis
- Implementation of stormwater fee
- Simplify local voting process

Other:

- Backup site for dispatch operations / one time equipment purchase
- Fleet life cycle
- Public safety

Group Activity: Areas to focus on for this year's budget

Activity results:

- Public Works: street maintenance
- Public Works traffic
- Public Works water and wastewater
- Economic Development
- Senior Activity Center
- Code Compliance
- City Secretary's Office
- City Manager's Office
- FTE's will be necessary for Public Works, Police, and Fire

Tommy Ludwig, City Manager, continued with the presentation on communication between council and directors.

Communication:

- In favor to have an open dialogue with directors, challenge will be asking questions and not giving direction.
- What can we do to improve communications:

- Respectful each other and understanding guidelines (not to give orders to anyone).
- Staff perspective:
  - Honest with direct feedback.
  - Understanding difference between the community perspective and the professional perspective
  - Celebrate wins with staff
  - Council sets the vision and trusts the directors to carry out the vision
  - Council should work in coordination with staff not on their own
  - Let staff prepare in advance of open meetings to avoid directors being caught off guard with questions.
  - Let staff know any additional information needed on developer presentations so the changes can be made ahead of time.
- Council requested that any surveys referenced on an agenda item (department memo) be linked to the survey results.

#### Group Activity:

- What do we need from staff to be more effective communicators?
  - Staff direction on some of the items
    - Would like your professional opinion
    - Give us worst case scenario and best case scenario
  - Knowing that a decision could be re-evaluated after six months or a year then they would be willing to try it,
  - Having all the pieces to make a decision would help (could impact the decision)
- What do we, as a council, that makes it difficult for staff to communicate with us?
  - Interaction with staff during the committees:
    - Acknowledging that council knows something more than the staff
    - Having that one other perspective would help us
    - Recognizing the professionalism, professional respect and background and job acknowledge.

Harlan Jefferson, Deputy City Manager, presented the staff results:

- What do we need from city council to be more effective communicators?
  - Sharing questions in advance
  - Feedback in the staff reports and presentation (unified vision)
  - Scheduling meetings in advance
  - Committees are a great start
  - Contact information listed at bottom of every department memo to contact the staff with questions.
- Council requested that the presentation not be so wordy, balance with bullet points. Please include past information if it was presented years ago and what was the answer last time.
- What do we, as staff, do that makes it difficult for city council do communicate with us?
  - Not being open feedback
  - Not ensuring council has the same information
  - Not giving them timely accurate information
  - Using department jargon, siloed departments, and more department interaction.

After a brief discussion and questions from council, Mr. Jefferson continued.

Enhancing customer service and relationships:

- Competency / character
  - Results – our track record – past, present and anticipated. Getting the right things done.
  - Capabilities – the capabilities we have to produce and accomplish tasks: talents, attitudes, skills, knowledge and style.
  - Intent – genuine concern and caring for others. Fundamental motive or agenda. Seeking mutual benefits. Acting in the best interest of everyone
  - Integrity – congruency in values, beliefs, and behavior. Deep honesty. Humility and courage.

Customers Service

- Since the pandemic has gotten worse.
- Accepting less than is normal.

Good customer service examples:

- How the staff dealt with the situation.
- Communication

Approach to customer service:

- Step 1 define your ideal customer service experience
- Step 2 Discover your customer ideal service experience
- Step 3 Integrate your vision with their needs
- Step 4 Build effective system to ensure consistency
- Step 5 Exceed customer expectations

City management has been working to improve staff capabilities through:

- Training
  - Upcoming director retreat in March
- Development
  - Mentorship program (6 months)
- Selection of staff (career interest)

Building relationships with the community through city events, public safety, police and fire and through Connect with Council:

Amanda Campos, City Secretary, presented Connect with Council opportunities:

True engagement with the citizens

Where are we lacking?

Touch the community than just attending events

- Civic academy, positive feedback,
- Burleson teen government academy
  - Youth age, city government, employee retention, internship
- Coffee with Council
  - One on one with community, free soda, popcorn, sit with two and about whatever or subject matter

- Active adult luncheon/coffee
- Senior center and ISD retirement
  - Quorum, 2 or 3 to meeting activity informal
- New Resident Mixer
  - 3 or less years
  - Plaza food and drinks
  - Maps highlight restaurant and local shopping.
  - Mobile adoption
- Walk the trails
  - Hired an arborist to help discuss nature walk
- Facebook lives
  - Rotation list
  - Topic specific
  - Keeping with the time limit (set a time)
- HOA, Senior Living, Apartments meeting with residents
  - Mixed demographic

Tommy Ludwig, City Manager continued the presentation with a discussion on the most effective path forward.

#### Discussion:

- Regional relationships:
  - Communicate with Johnson and Tarrant County
    - City Manager's Office currently meets with Tarrant County City Managers and is working on meeting with Johnson County City Managers.
    - City Secretary's Office currently meets with all Johnson County city secretaries.
    - Mayors are meeting together in Johnson and Tarrant counties.
    - Public Works regional meetings
- Look at TML and regional meetings city could attend or host.

Council member Larry Scott asked if the city could look into adding seniors to the ADA board or perhaps look into seniors aging and disabilities program, need their input.

#### Next steps:

- Staff will share the notes on everything that was discussed with council today
- The budget will be based on these conversations and council will see many of the items discussed today before them at committee/council meetings.
- The city's strategic plan will be updated with council's input from this meeting and will be brought forward for council's consideration during the budget process.

#### Wrap up discussion - What did you like about today.

- Bonding between staff and council
- Open dialogue
- Great agenda
- Great location to get away and let us discuss business
- Team building

## 5. **RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

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

No need for executive session

## 6. **ADJOURNMENT**

Motion made by Ronnie Johnson and seconded by Dan McClendon to adjourn.

Mayor Fletcher adjourned the meeting. **Time: 3:32 p.m.**

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Monica Solko  
Deputy City Secretary

# BURLESON CITY COUNCIL REGULAR MEETING

February 20, 2024

DRAFT MINUTES

## ROLL CALL

### COUNCIL PRESENT:

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

### COUNCIL ABSENT:

### Staff present

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

## 1. CALL TO ORDER – 5:30 p.m.

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

Invocation – David Verdugo, Associate Pastor of Burleson Seventh Day Adventist

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 "Engineers Week" on February 18-24, 2024. (Recipient: Errick Thompson, Director of Public Works & Engineering)

### B. Presentations

- Burleson Character Council. (Presenter: Jerri McNair and Pat Worrell, Burleson Independent School District Board of Trustee Place 6 and 7)

### C. Community Interest Items

- Great turnout at Project U, an excellent program, the Economic Development team and city staff did an amazing job.
- Save the date - February 20, 2025 next Project U.



- Saturday the city celebrated Black History Month with a book signing with Opal Lee, the grandmother of Juneteenth. Thank you to Council member Phil Anderson who facilitated the event. Thank you to all the city staff and all the sponsors that helped make this event a big success.
- Thank you to the Police Department staff that provided security for the event.
- City Fest was greatly attended, thank you to all the citizens that came out and to all the city staff that helped with the event.
- Join us for Dogs and Donuts on March 2, at 9:30am-11:30am, at Bailey Lake.
- Join us for Friends of the Library Craft Fair on March 9, from 9am-2pm.
- Citizen sent in a thank you to the Police and Fire Department who set time aside for their grandchild.

### **3. CHANGES TO POSTED AGENDA**

#### **A. Items to be continued or withdrawn**

- Items 7A and 7B were withdrawn from the agenda.

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

- None.

### **4. CITIZEN APPEARANCES**

- None.

### **5. CONSENT AGENDA**

#### **A. Minutes from the February 5, 2024 regular council meeting. (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 7-0.

#### **B. CSO#5402-02-2024, contract for the purchase of four outdoor warning sirens from Joe Goddard, LLC through a cooperative purchasing agreement with the City of Denton in the amount not to exceed \$160,000. (Staff Contact: Joe Laster, Emergency Operations Manager)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 7-0.

#### **C. CSO#5403-02-2024, contract with Simplot Turf and Horticulture for the purchase of fertilizer and chemicals used for maintaining the golf course greens, tees and fairways of Hidden Creek Golf Course in the amount of \$90,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 7-0.

- D. CSO#5404-02-2024, contract with Metro Fire Apparatus Specialist, Inc. for the purchase of self-contained breathing apparatuses (SCBA) facepiece and applicable accessories through a cooperative purchasing agreement with BuyBoard in the amount of \$59,994. (Staff Contact: Casey Davis, Assistant Fire Chief)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 7-0.

- E. CSO#5405-02-2024, resolution authorizing a \$2,000 sponsorship expense for the Burleson Character Council Luncheon. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 7-0.

- F. CSO#5406-02-2024, professional services contract with Focused Advocacy in the amount of \$108,000 for legislative consulting services. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 7-0.

- G. CSO#5407-02-2024, receipt for assets in the Estate of Mary Louise Rea Boren, Deceased, acknowledging receipt of the artwork and personal property at Russell Farm. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the consent agenda.

Motion passed 7-0.

- H. CSO#5408-02-2024, ETJ Release Petition for 1717 CR 529 (Case 24-013): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 5.08 acres of land addressed as 1717 CR 529. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the denial.

Motion passed 7-0.

- I. CSO#5409-02-2024, ETJ Release Petition for Lot 3, Block 1, Three Sisters Estates (Case 24-014): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 32.500 acres of land addressed as 700 Private Access 80505. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the denial.

Motion passed 7-0.

- J. CSO#5410-02-2024, ETJ Release Petition for Lot 2, Block 1, Three Sisters Estates (Case 24-015): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 38.789 acres of land addressed as 500 Private Access 80505. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the denial.

Motion passed 7-0.

- K. CSO#5411-02-2024, ETJ Release Petition for 1701 W Bethesda Rd (Case 24-018): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 5.4 acres of land addressed as 1701 W Bethesda Rd. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the denial.

Motion passed 7-0.

- L. CSO#5412-02-2024, ETJ Release Petition for 2520 FM 731 (Case 24-019): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 5.01 acres of land addressed as 2520 FM 731. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the denial.

Motion passed 7-0.

- M. CSO#5413-02-2024, ETJ Release Petition for 2520 FM 731, Tract 3 (Case 24-021): Consider denial of a petition for release from the City of Burleson extraterritorial**

jurisdiction (ETJ) for approximately 2.83 acres of land addressed as 2520 FM 731. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve the denial.

Motion passed 7-0.

## **6. DEVELOPMENT APPLICATIONS**

- A. CSO#5414-02-2024, ordinance for a zoning change request from “A”, Agricultural to “C” Commercial for existing commercial uses at 625, 631, and 637 Mockingbird Ln. (Case 23-350). (Staff Contact: Tony McIlwain, Development Services Director) (Planning and Zoning Commission recommended disapproval unanimously) - DENIED**

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

Mayor Fletcher opened the public hearing. **Time: 5:58 p.m.**

Stephen Martin, 625 Mockingbird, the applicant came forward in favor of the change.

### **RECESS INTO EXECUTIVE SESSION**

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

Motion was made by Victoria Johnson and seconded by Phil Anderson to convene into executive session. **Time: 6:01 p.m.**

Motion passed 7-0.

Motion was made by Adam Russell and seconded by Victoria Johnson to reconvene into open session. **Time: 6:10 p.m.**

Motion passed 7-0.

Mayor Fletcher closed the public hearing. **Time: 6:10 p.m.**

Motion made by Adam Russell and seconded by Ronnie Johnson to deny.

Motion for denial passed 7-0.

- B. CSO#5415-02-2024, minute order Dobson Townhomes (Case 23-003) site plan for Dobson Townhomes located at 200 S Dobson with a waiver to the development plan related to the maximum roof pitch for a Rural Farmhouse architectural style. (Staff Contact: Tony McIlwain, Development Services Director) (Planning and Zoning Commission recommended approval unanimously)**

Tony McIlwain, Development Services Director, presented a site plan with a waiver to the city council.

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

Motion passed 7-0.

## **7. GENERAL**

- ~~A. Consider approval of a contract with PlayWorks, Inc a sole source provider of PlayWell products for playground improvements to Meadowcrest Park in the amount of \$220,000. (Staff Contact: Jen Basham, Parks and Recreation Director) - WITHDRAWN~~**

*Item 7A was withdrawn under Item 3A above.*

- ~~B. Consider approval of a contract with Dobbs Tennis Courts LLC for Pickleball court installation at Meadowcrest Park in the amount of \$144,470. (Staff Contact: Jen Basham, Director of Parks and Recreation) - WITHDRAWN~~**

*Items 7B was withdrawn under Item 3A above.*

- C. CSO#5416-02-2024, contract with Dunaway Associates, LLC for design, engineering, and survey services for the parking lot addition and trailhead improvement at Oak Valley South Scott trailhead in the amount of \$67,400. (Staff Contact: Jen Basham, Director - Parks and Recreation)**

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

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

Motion passed 7-0.

- D. CSO#5417-02-2024, contract with We Build Fun, Inc as a sole source provider of Miracle products for improvement to Cedar Ridge Park in the amount of \$278,314. (Staff Contact: Jen Basham, Parks and Recreation Director)**

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

Motion made by Victoria Johnson and seconded by Phil Anderson to approve.

Motion passed 7-0.

## **8. REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion, and provide staff feedback regarding an update on the City Sidewalk Program. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)**

Errick Thompson, Director of Public Works and Engineering, gave an update on the city sidewalk program to the city council.

Council was in favor of Option 1-Renfro Street pedestrian improvements and to add the small section on the north side of Wilshire at Elk.

**B. Receive a report, hold a discussion, and provide staff feedback regarding the Wayside Horn project planned for the Union Pacific Railroad (UPRR) crossing of CR 714. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)**

Errick Thompson, Director of Public Works and Engineering, gave an update on the Wayside Horn project to the city council.

Ruben Gonzales, 1444 Valley Crest Drive, came forward in favor of a quiet zone in the area.

Council requested the item be brought back to the next council meeting to discuss further.

**C. Receive a report, hold a discussion, and provide staff feedback regarding Police Reporting Areas (PRAs) and patrol beat realignment for the Burleson Police Department. (Staff Contact: Billy J. Cordell, Chief of Police)**

Billy J. Cordell, Chief of Police, gave an update on the Police Reporting Areas and patrol beat realignment to the city council.

**9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR 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.

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

- Receive a report and hold a discussion regarding the internal investigation into Human Resources Department Complaint No. 2023-0001 and No. 2023-0002

Motion was made by Adam Russell and seconded by Victoria Johnson to convene into executive session. **Time: 8:08 p.m.**

Motion passed 7-0.

Motion was made by Victoria Johnson and seconded by Ronnie Johnson to reconvene into open session. **Time: 8:19 p.m.**

Motion passed 7-0.

## 11. ADJOURNMENT

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

Mayor Fletcher adjourned the meeting.

**Time: 8:20 p.m.**

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Monica Solko  
Deputy City Secretary



**BURLESON CITY COUNCIL SPECIAL MEETING**  
**February 23, 2024**  
**DRAFT MINUTES**

**ROLL CALL**

**COUNCIL PRESENT:**

Victoria Johnson  
Phil Anderson  
Ronnie Johnson  
Chris Fletcher  
Larry Scott  
Dan McClendon

**COUNCIL ABSENT:**

Adam Russell

**Staff present**

Amanda Campos, City Secretary  
Monica Solko, Deputy City Secretary  
Matt Ribitzki, Deputy City Attorney

**1. CALL TO ORDER – 9:00 a.m.**

Mayor Fletcher called the meeting to order. **Time: 9:05 a.m.**

**2. CITIZEN APPEARANCES**

- None.

**3. RECESS INTO EXECUTIVE SESSION**

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

**A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**

**B. Pursuant to Sec. 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

- Security Assessment and Training

Motion was made by Victoria Johnson and seconded by Phil Anderson to convene into executive session. **Time: 9:07 a.m.**

Motion passed 6-0, with Adam Russell absent.

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

Motion passed 6-0, with Adam Russell absent.

6. **ADJOURNMENT**

Motion made by Victoria Johnson and seconded by Phil Anderson to adjourn.

Mayor Fletcher adjourned the meeting. **Time: 10:54 a.m.**

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Monica Solko  
Deputy City Secretary

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## City Council Regular Meeting

**DEPARTMENT:** City Manager's Office  
**FROM:** Eric Oscarson, Deputy City Manager  
**MEETING:** March 4, 2024

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**SUBJECT:**

Consider approval of change order for professional services with Brinkley Sargent Wiginton Architects for City Hall Renovations in the amount of \$92,661.86. *(Staff Presenter: Eric Oscarson, Deputy City Manager)*

**SUMMARY:**

On September 19, 2022, City Council approved a contract with Brinkley Sargent Wiginton (BSW) for professional services for City Hall Renovation in the amount of \$283,392. This included a new Human Resources office, HVAC upgrades, and updated bathrooms. BSW completed 90% of the construction plans for this design and expended \$181,221.86.

On October 16, 2023, City Council requested staff to amend the design and include a new Council Workroom and updated offices for the City Secretary Office. This option includes design, construction, and FFE for a cost of \$1,552,355.

Staff has been working with the City Secretary's office to discuss possible layouts and the working with BSW on the updated design costs. The proposed design costs for the new council workroom and office spaces is \$194,832.

Staff is recommending approval of a change order in the amount of \$92,661.86 to complete the design of the new council workroom and office space for a total contract of \$376,053.86

**RECOMMENDATION:**

Approve a change order for professional services with Brinkley Sargent Wiginton Architects for City Hall Renovations in the amount of \$92,661.86.

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

September 19, 2022 – City Council approved a contract with BSW for design services for City Hall improvements which include new space for Human Resources.

October 16, 2023 – City Council requested staff to amend the design to include a council workroom and new offices for the City Secretary's Office.

**REFERENCE:**

CSO # 3079-09-2022

**FISCAL IMPACT:**

Project: FA2303 - \$92,661.86

**STAFF CONTACT:**

Eric Oscarson  
Deputy City Manager  
[eoscarson@burlesontx.com](mailto:eoscarson@burlesontx.com)  
817-426-9837

# City Hall Renovation

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DESIGN CONTRACT AMENDMENT

# Design Contract

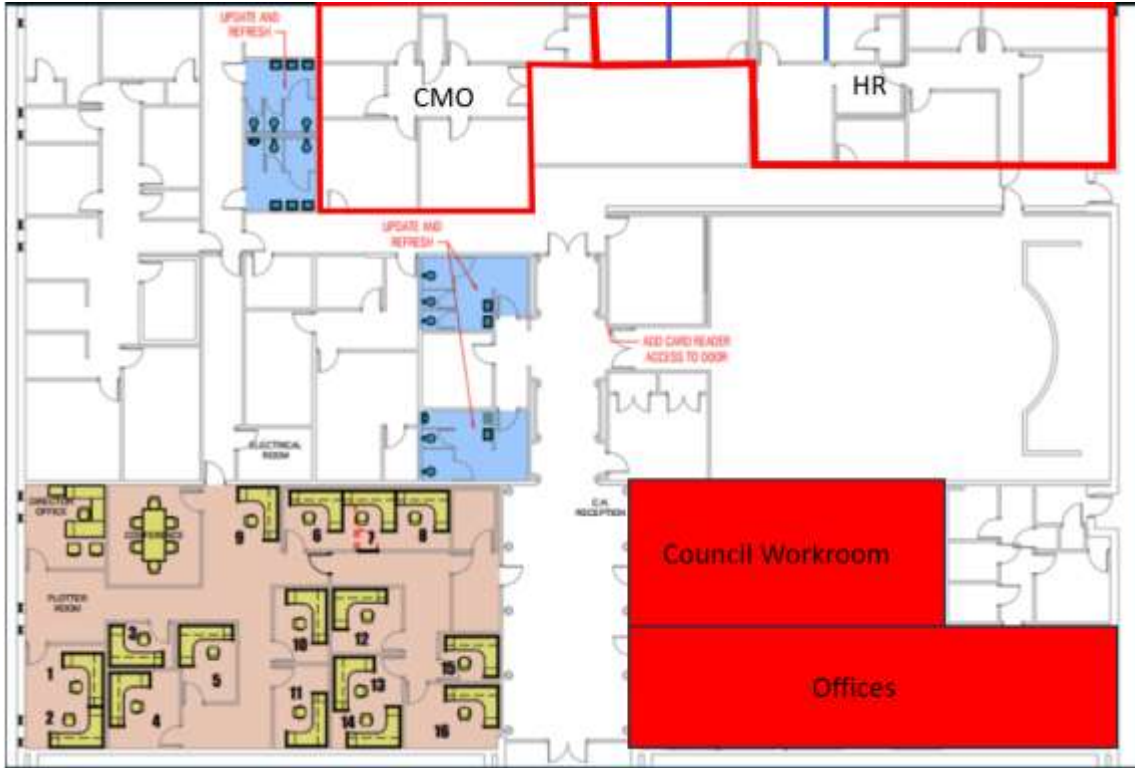
On September 19, 2022, City Council approved a contract with Brinkley Sargent Wiginton for professional services for City Hall Renovation. This included a new HR area, HVAC upgrades, and updated bathrooms.



# Updated Design

On October 16, 2023, City Council requested staff to amend the design and include a new Council Workroom and updated offices for the City Secretary Office.

This option includes design, construction, and FFE for a cost of \$1,552,355, which includes the recommended change order.





# Design Contract Amendment

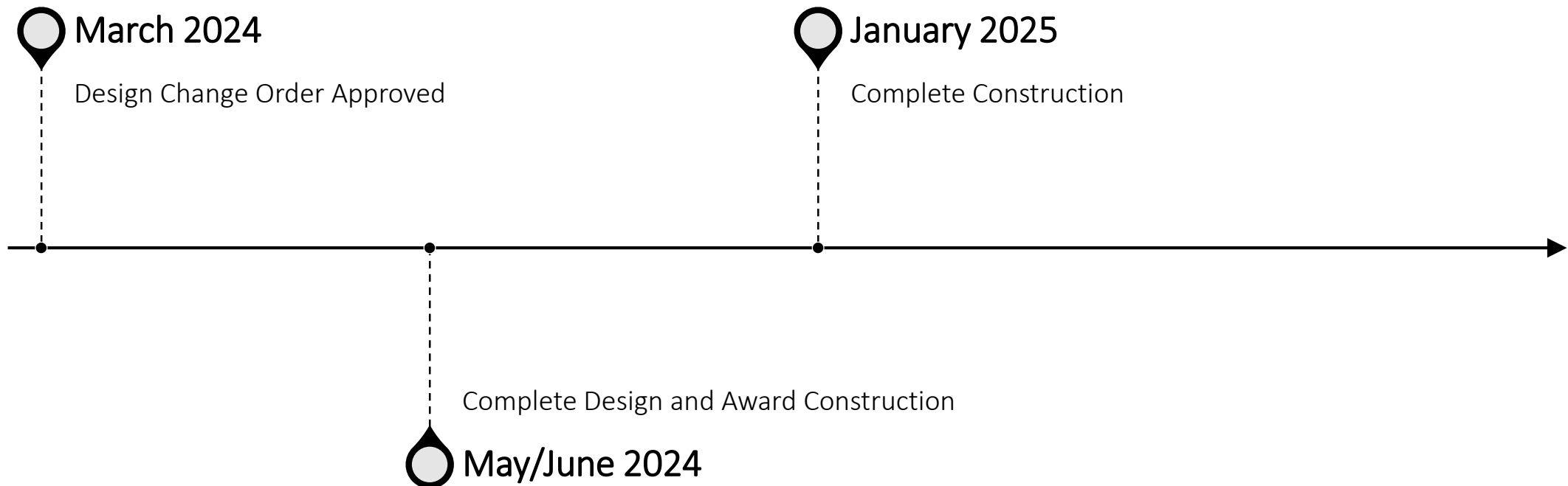
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- Original Design Contract - \$283,392.00
- Expended to Date for Design - \$181,221.86
- Remaining Funding Available - \$102,170.14
- Design Cost for Council Workroom - \$194,832.00
- Contract Amendment Requested - \$92,661.86
- Total Contract Cost - \$376,053.86



# Timeline

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# Action Requested

- Approve a professional services contract amendment with Brinkley Sargent Wiginton Architects for City Hall Renovation design in the amount of \$92,661.86.



# Questions / Comments

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Eric Oscarson  
Deputy City Manager  
[eoscarson@burlesontx.com](mailto:eoscarson@burlesontx.com)  
817-426-9837

## 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 (\$283,392.00) in accordance with the fee schedule incorporated herein as Attachment A, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager's designee.

The Consultant shall 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

Professional Services Agreement

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Updated 07.18.22

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  
5000 Quorum Dr #600, Dallas, Texas 75254  
Attn: Denny Boles

**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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*The remainder of this page is left intentionally blank*

**SIGNATURE PAGE**

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

**CITY OF BURLESON:**

**BRINKLEY SARGENT WIGINTON  
ARCHITECTS:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By:  \_\_\_\_\_

Name: PENNY BOLES

Title: SENIOR PRINCIPAL

Date: SEPTEMBER 12, 2022

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney, Assistant City Attorney,  
or Deputy City Attorney

## **Attachment A**

### **INITIAL PROJECT INFORMATION**

<b>EXHIBIT A1</b>	<b>PROJECT BUDGET</b>
<b>EXHIBIT A2</b>	<b>PROGRAMMING/CONCEPTUAL FLOOR PLAN</b>
<b>EXHIBIT A3</b>	<b>PROJECT SCHEDULE</b>
<b>EXHIBIT B</b>	<b>SPECIAL TERMS AND CONDITIONS</b>
<b>EXHIBIT C</b>	<b>SERVICES AND COMPENSATION</b>
<b>EXHIBIT D</b>	<b>BSW BILLING RATES</b>
<b>EXHIBIT E</b>	<b>CERTIFICATE OF INSURANCE</b>
<b>EXHIBIT F</b>	<b>L.A. FUESS STRUCTURAL ENGINEERS</b>
<b>EXHIBIT G</b>	<b>MEP/ENERGY CONSULTANTS</b>
<b>EXHIBIT H</b>	<b>ME ENGINEERS</b>
<b>EXHIBIT I</b>	<b>ACCESS BY DESIGN</b>



**Land Acquisition**

Site Purchase	0	Note A
Site Closing Costs	0	Note A
<b>Total</b>	<b>0</b>	

**Testing Services**

Geotechnical Report	0	Note A
Materials Testing	0	Note A
<b>Total</b>	<b>0</b>	

**Construction**

Human Resources Renovation	459,000	Note B
Human Resources Selective Demolition	87,000	Note C
I.T. Department Renovation	406,000	Note D
I.T. Department Selective Demolition	77,000	Note E
Public Information Office Renovation	406,000	Note F
Public Information Office Selective Demolition	56,000	Note G
Building Shell Renovation	0	Note A
Roof Repair/Replacement	0	Note A
Staff and Public Restrooms Update/Refresh	100,000	Note H
Council Chamber Security Upgrade(s)	10,000	Note H
Site Development/Parking	0	Note A
Covered Parking	0	Note A
Roof Top Unit Replacement	226,000	Note J:
Contingency (12%)	219,000	Note K
Subtotal	2,046,000	Note L,M
Escalation (6.67%)	136,000	Note N
<b>Total</b>	<b>2,182,000</b>	

**Notes:**

Note A:	Not required
Note B:	1,970 s.f. @ \$233/s.f.
Note C:	1,970 s.f. @ \$44/s.f.
Note D:	1,743 s.f. @ \$233/s.f.
Note E:	1,743 s.f. @ \$44/s.f.
Note F:	1,278 s.f. @ \$233/s.f.
Note G:	1,278 s.f. @ \$44/s.f.
Note H:	Allowance
Note J:	Roof top unit replacement. Refer to Exhibit A1.1
Note K:	12% of construction cost
Note L:	Base cost to May 2022
Note M:	Assumed Schedule):
	October 2022 Schematic design start
	March 2023 Project bids
	June 2023 Construction begins
	March 2024 Substantial completion
	April 2024 Furniture Install
	May 2024 Owner move-In
Note N:	Inflation assumptions (6.67%)
	2022 - 4.17%
	2023 - 2.5%
Note O:	New furniture assumptions (50%)
	5,128 s.f. @ \$28/s.f. X 50% new furniture
Note P:	CMAR delivery method
Note Q:	To be determined
Note R:	Existing City facilities available if necessary
Note S:	1% of construction budget
Note T:	10% of construction budget

**FF&E**

Furniture	72,000	Note O
Telephones	0	Note A
<b>Total</b>	<b>72,000</b>	

**City Budgets**

Art Budget	0	Note A
Site Survey/Platting	0	Note A
Construction Manager at Risk Pre-Const.	15,000	Note Y
Electrical/Gas Impact Fees	0	Note A
Site Environmental Assessment	0	Note A
Building Environmental Assessment	20,000	Note Q
Off-Site Utility Development	0	Note A
Temporary Facilities	0	Note R
Temporary Facilities Utilities	0	Note R
Temporary Finish-Out	0	Note A
IT Server Relocation	0	Note A
Moving Costs	0	Note Q
Computers	0	Note A
Off-Site Fiber to Site	0	Note A
Owner Contingency	22,000	Note S
<b>Total</b>	<b>57,000</b>	

**Professional Services**

Site Submittal Process	0	Note A
A/E Basic Services	218,000	Note T
Architectural Temporary Finish-Out As-Buits	0	
Architectural Temporary Finish-Out	0	
MEP Temporary Finish Out	0	
Structural Consultant	5,500	
Storm Shelter Peer Review	0	Note A
Civil Engineering Site Survey	0	
Civil Engineering	0	
Landscape Design	0	
Commissioning	4,400	
TAAS Consultant	2,992	
Acoustical Consulting/Studio Lighting	0	
Audio/Visual Consulting	0	
Technology/Security Consultants	15,500	
Wireless Network System	0	
Furniture Selection	10,000	
Interior Design	5,000	
Record Drawings	7,000	
Cost Estimating	0	Note P
Reimbursable Costs	15,000	
<b>Total</b>	<b>283,392</b>	

<b>Subtotal</b>	<b>2,594,392</b>
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<b>Bond Issuance Costs</b>	<b>0</b>
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<b>Total Project Budget</b>	<b>2,594,392</b>
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## Burleson City Hall - HVAC units to be replaced

Created: 08-02-2022

Creator: HCE 1 (@H1)

Status: 5 years, 10 years

Dates: 06-09-2022 - 08-02-2022

### Recipients

byronh@hcengineer.com

# EXHIBIT A1.1

## Description

Units organized into 3 categories. Replace in 5 years, Replace in 10 years. Units not indicated assume 10 + years lifespan with proper maintenance. Cost presented are estimated only. Escalation should be built into owner long range planning.

Estimated Cost provided for 5 and 10 years are additive.

Unit Number	Type	Original/Replaced	New Manufacture Date	Age	Existing Tonnage	Replacement timerame	Possibe Cost at 5years	Possibe Cost at 10 years
AC-1	RTU	Replaced	2018	4	4	over 10 + years	N/A	N/A
AC-2	RTU	Replaced	2018	4	4	over 10 + years	N/A	N/A
AC-3	RTU	Replaced	2018	4	3	over 10 + years	N/A	N/A
AC-4	RTU	Replaced	2016	6	5	over 10 + years	N/A	N/A
AC-5	RTU	Replaced	2014	8	7.5	10 years	N/A	\$ 45,000
AC-6	RTU	Replaced	2014	8	7.5	10 years	N/A	\$ 45,000
AC-7	RTU	Replaced	2017	5	4	over 10 + years	N/A	N/A
AC-8	RTU	Replaced	2015	7	4	10 years	N/A	\$ 24,000
AC-9	RTU	Replaced	2017	5	--	over 10 + years	N/A	N/A
AC-10	RTU	Original	--	old	4	less than 5 years	\$ 16,000	N/A
AC-11	RTU	Replaced	2017	5	--	over 10 + years	N/A	N/A
AC-12a	RTU	Replaced	2012	10	4	10 years	N/A	\$ 24,000
AC-12b/17	RTU	Replaced	2012	10	4	10 years	N/A	\$ 24,000
AC-13	RTU	Original	--	old	4	less than 5 years	\$ 16,000	N/A
AC-14	RTU	Original	--	old	4	less than 5 years	\$ 16,000	N/A
AC-15	RTU	Original	--	old	4	less than 5 years	\$ 16,000	N/A
AC-16	RTU	Replaced	2018	4	4	over 10 + years	N/A	N/A
Approximate Total							\$ 64,000	\$ 162,000

**5 years**

#	Description	Category	Plan	Assignee	Status
22	AC-10	Mechanical	M1.01	@H1	5 years - 06-22-2022
24	AC-14	Mechanical	M1.01	@H1	5 years - 06-22-2022
25	AC-15	Mechanical	M1.01	@H1	5 years - 06-22-2022
32	AC-13	Mechanical	M1.01	@H1	5 years - 06-22-2022

**10 years**

#	Description	Category	Plan	Assignee	Status
21	AC-8	Mechanical	M1.01	@H1	10 years - 06-22-2022
23	AC-12-a	Mechanical	M1.01	@H1	10 years - 06-22-2022
29	AC-5	Mechanical	M1.01	@H1	10 years - 06-22-2022
30	AC-6	Mechanical	M1.01	@H1	10 years - 06-22-2022
50	AC-17 or 12-b - Added back up computer room unit not on plans	Mechanical	M1.01	@H1	10 years - 06-23-2022

**SCHUTTS MAGEE ASSOCIATES, IF**  
**ARCHITECTS**

ADDITIONS & ALTERATIONS TO  
**THE BURLESON CITY HALL**  
BURLESON, TEXAS

PROJECT NO.	126093
DATE	3/5/96
DRAWN	WDE
REVISED	

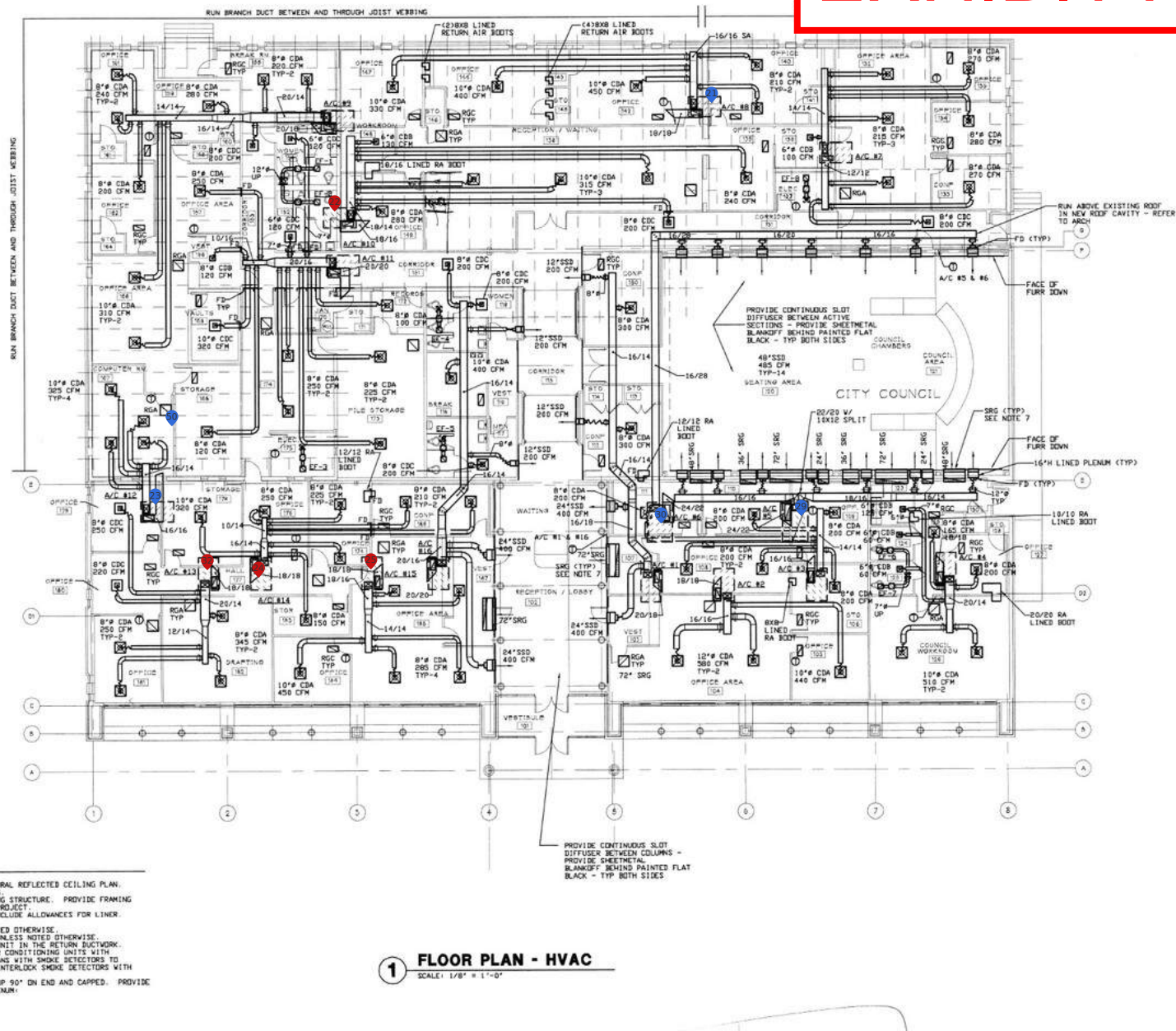


**SHEET CONTENT:**  
FLOOR PLAN - HVAC

SHEET NUMBER

**M1.01**

50 SHEETS



1. COORDINATE LOCATION OF AIR DEVICES WITH ARCHITECTURAL REFLECTED CEILING PLAN.  
PROVIDE CORRECT MOUNTING FRAME FOR TYPE OF CEILING.
2. PROVIDE SCHEDULED INFORMATION ON EACH UNIT TO MATCH BUILDING STRUCTURE. PROVIDE FRAMING  
TO PROPERLY SUPPORT EQUIPMENT FURNISHED FOR THIS PROJECT.
3. DUCT SIZES ARE AIR STREAM DIMENSIONS AND DO NOT INCLUDE ALLOWANCES FOR LINER.  
REFER TO SPECIFICATIONS.
4. THERMOSTATS SHALL BE LOCATED AT 48" AFF UNLESS NOTED OTHERWISE.
5. NUMBER OF SMOKE DETECTORS PER ROOM SHALL BE AS SHOWN ON DRAWINGS UNLESS NOTED OTHERWISE.
6. PROVIDE SMOKE DETECTORS AT EACH AIR HANDLING UNIT IN THE RETURN BOWNSHOP.  
SIGNAL TO SMOKE DETECTORS IN RETURN BOWNSHOP SHALL BE FROM EACH CONTROL UNIT.
7. PROVIDE AIR FLOWS OVER 2000 CFM. INTERLOCK UNIT FANS WITH SMOKE DETECTORS TO  
SHUT OFF FAN. SMOKE DETECTORS ARE ACTIVATED. INTERLOCK SMOKE DETECTORS WITH  
FIRE ALARM SYSTEM.
7. AT EACH SPREAD PROVIDE 16" HIGH PLENUM TURNED UP 90° ON END AND CAPPED. PROVIDE  
THE FOLLOWING PLENUM WITH FIN ON END PLUM:  

SIZE	DRAINING SIZE
24"	24"
36"	36"
48"	R010
60"	R010
72"	(2)14X10
	(2)20X10

# EXHIBIT A2



City of Burleson City Hall Renovation  
Project Schedule  
September 9, 2022

Project Phasing Assumptions	2022						2023												2024												2025		
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
CONTRACT EXECUTION																																	
September																																	
NOTICE TO PROCEED																																	
October 1																																	
DESIGN DEVELOPMENT																																	
October - December																																	
PROGRAMMING/CONCEPTUAL PRICING																																	
November																																	
OWNER REVIEW/APPROVAL																																	
December																																	
DESIGN DEVELOPMENT PRICING																																	
January																																	
OWNER REVIEW APPROVAL																																	
January																																	
CONSTRUCTION DOCUMENTS																																	
February - March																																	
OWNER REVIEW / APPROVAL																																	
April																																	
PERMITTING																																	
April - May																																	
BIDDING / NEGOTIATIONS / CONTRACT																																	
April - June																																	
NOTICE TO PROCEED																																	
1-Jul																																	
CONSTRUCTION																																	
July - February																																	
FURNITURE BID PACKAGE																																	
1-Sep																																	
SUBSTANTIAL COMPLETION																																	
March 1																																	
FURNITURE INSTALL																																	
April																																	
OWNER MOVE IN																																	
May 1																																	

DESIGN

OWNER

NEGOTIATIONS

PRICING/CONSTRUCTION

## **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 STATUTES 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 statutes 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 statutes 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 \$218,000

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:

Design Development	45%
Construction Document Phase	30%
Bidding Phase	5%
Construction Administration Phase	20%
Total	100%

The initial building construction budget is set at \$2,182,000 for contractual purposes. Basic services fee represents 10% 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 8 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 \$4,400.

##### SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Structural Services: Fee \$5,500
2. Accessibility Consulting Services: Fee \$2,992  
(Ref Exhibit I)
3. Technology and Security Systems Design Services: Fee \$15,500  
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. (Ref. Exhibit H)
4. Building Commissioning Services: Fee \$4,400  
Commissioning of building HVAC systems including coordination of Owner training. Building envelope review. (Ref. Exhibit G)
5. Furniture Selection/Interiors: Fee \$15,000  
Interior finishes selection, documentation, presentations, specifications, and shop drawing review (\$5,000). Selection, specification and assistance in procurement of new furniture item. Installation coordination and final punch list (\$10,000).
6. Record Drawings: Fee \$7,000  
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 \$10,000

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	\$ 218,000	
B. Supplementary Services	<u>\$ 50,392</u>	
<i>Total Professional Services</i>	\$	268,392
C. Reimbursable Budget	<u>\$</u>	<u>15,000</u>
<b>Total Contract</b>		<b>\$283,392</b>

#### 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

<b><u>TITLE</u></b>	<b><u>RATE/hr.</u></b>
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*



EXHIBIT E

## 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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	<b>CONTACT NAME:</b> Joe Bryant	<b>FAX (A/C, No):</b> (214) 503-8899	
	<b>PHONE (A/C, No, Ext):</b> (214) 323-4602	<b>E-MAIL ADDRESS:</b> certificatedallas@risk-strategies.com	
<b>INSURED</b> Brinkley Sargent Wiginton Architects, Inc. 5000 Quorum Drive, Suite 600 Dallas TX 75254	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> XL Specialty Insurance Company		37885
	<b>INSURER B:</b> Travelers Property Casualty Co of Amer		25674
	<b>INSURER C:</b> Charter Oak Fire Insurance Company		25615
	<b>INSURER D:</b> Continental Insurance Company		35289
	<b>INSURER E:</b> Travelers Indemnity Co of America		25666
<b>INSURER F:</b>			

## 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bkct Contractual Liab. <input checked="" type="checkbox"/> Indt. Contractor GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6806G061464	12/15/2021	12/15/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA2R37718A	12/15/2021	12/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP5G891100	12/15/2021	12/15/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	6025047351	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		<input checked="" type="checkbox"/>	DPR9989429	2/15/2022	2/15/2023	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

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

## CANCELLATION

City of West Lake Hills, TX  
911 Westlake Dr.  
West Lake Hills TX 78746

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

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ACORD 25 (2016/03)

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# L.A. FUESS PARTNERS

## Structural Engineers

### Proposal for Professional Engineering Services

**To:** Denny Boles, AIA  
Brinkley Sargent Wiginton Architects  
1005 E. St. Elmo St., Bldg 8  
Austin, Texas 75254

**Date:** August 30, 2022

**Project:** Burleson City Hall Renovation  
Burleson, Texas

#### PROJECT DESCRIPTION

Interior renovation of existing one-story, 21,000 sq. ft. building; approx construction budget \$2.1 million.

#### BASIC SERVICES

Structural Engineering services described in AIA Document C401, when requested by client during design and construction phases; intended to address relatively minor structural items that may arise (e.g., RTU weight check on existing roof joists, assistance supporting new suspended equipment or light fixture from existing roof framing; minor existing structural condition of possible concern encountered during construction).

#### FEES FOR BASIC SERVICES

Professional Fees for Basic Services are proposed as follows:

##### Hourly Basis

Table of employee rates available on request.

**Total Guaranteed Maximum Fee** = **\$ 5,000.**

##### Reimbursable Expenses

Project expenses will be invoiced, at cost, in addition to Basic Fees as follows:

Item	Estimated Amount
Printing & Copying	\$ 0.
Auto Expenses (@ IRS Standard Rate per Mile)	\$ 120.
Courier/Expressage Charges	\$ 0.
<b>Total Estimated Reimbursable Expenses</b>	<b>\$ 120.</b>

#### Contract Form

This proposal will serve as the agreement for professional services and 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 is executed.

#### - END OF PROPOSAL -

Proposal made by:

*Mark B. Peterman, P.E.*  
Mark B. Peterman, P.E. / Principal

L.A. FUESS PARTNERS Structural Engineers  
F-537

Proposal accepted by:

*Denny Boles*  
(Client Signature)

*DENNY BOLES*  
(Client Printed Name)

(Date)

SEPTEMBER 9, 2022





115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

Round Rock, Texas 78664

PH: (512) 218-0060

FAX: (512) 218-0077

August 23, 2022 (revised 9-7-2022)

Brinkley Sargent Wiginton Architects  
 1005 E. St. Elmo St., Bldg. 8  
 Austin, Texas 78745

ATTN: Denny Boles

RE: Burleson City Hall - MEP

This letter of proposal is for Professional MEP Engineering services for the referenced project. The fee will be based on this budget and scope description. This agreement is between HCE, herein known as the Engineer and BSW Architects, herein known as the Architect.

**Base SCOPE:**

Budget: Approx. \$2,182,000

Building type: City Office

Square Footage: Approx 6,200 sqft

Base Mech Unit Scope: Replace unit from report in remodel space (Units in 5 year time horizon)  
 (AC-13, AC-14, AC-15)

**Option Add Service 1: (Additional Mechanical units from report)**

Replace Remaining HVAC units from Report not affected by remodel, or provide Add Alternate)  
 (AC-10C, AC-8, AC-6, AC-12a, AC-12b, AC-5) (Units in 5 or 10 year time horizon)

**Option Add Service 2: (Base Commissioning Required Above 40tons)**

- Provide Commissioning forms to contractor
- Contractor to complete
- Functional Test Select Units
- Check Calibration of Thermostats
- Single Site Visit for verification (may combine with final Engineering Site Visit)

We are pleased to submit this letter of agreement for mechanical, plumbing, and electrical engineering to include:

- A. Mechanical, Electrical and Plumbing drawings and specifications necessary to complete a set of Contract Documents. Our scope includes incorporating final review comments from the local authorities.
  1. Mechanical Plans and Details, Schedules and Specifications
  2. Plumbing Plans and Detail, Schedules and Specifications
  3. Lighting Plans and Details, Schedules and Specifications
  4. Power Plans and Details, Schedules and Specifications
- B. Design of interior water and wastewater stubbed 5 feet outside of building and coordinated with the Civil Engineer for connection points. Coordinate stub location for fire line and cold-water line in building. Civil to indicate fire line and cold-water line stub to 12" above finished floor inside the building. (Any approvals required for connection of water, wastewater and fire line utilities to be the Civil Engineer.)
- C. Coordinate with Technology Consultant for power requirements for IT Equipment.

Technology consultant to design all low voltage except Fire Alarm.

- D. Performance specifications for Fire Sprinkler System and Fire Alarm System. Coordinate main components into building design.
- E. Energy Code: Lighting ComCheck and Mechanical ComCheck.
- F. Review submittals and process addendums.
- G. Answer questions during Construction Phase.
- H. Site visits during construction phase during appropriate times as directed by the Architect. (1-2 site visits)
- I. Option Add Service: includes more time for Engineering, Submittals, CA time associated with additional mechanical units.
- J. Option Add Service: includes Time for setting up job, 1-2 Commissioning meetings online, providing forms needed, single site visit for verification, may combine site visit with final engineering site visit as Engineer's discretion.
- K. Autocad Acceptable for this small job for MEP documentation. Fee reduced accordingly. Architect to provide REVIT file as normal, HCE to handle from there.

Items **not** included in base fee:

- A. Detailed cost estimating services or independent cost estimating by a third party.
- B. Energy/Utility modeling of the building.
- C. Printing costs. HCE to provide originals only for printing purposes at various phases.
- D. Voice/Data system design and drawings by Technology Consultant.
- E. Access Control/Security System design and drawings by Technology Consultant.
- F. LEEDS/Green Building programs is not included in base MEP Fee and will be billed hourly unless another agreement is made.
- G. Site gas coordinated by Civil Engineer.
- H. Structural light pole bases by Structural Engineer.
- ~~I. Engineered Commissioning is not included in base Engineering Fee. May be added by separate agreement. (Commissioning is required by Energy Code on buildings with more than 40tons of Air Conditioning.)~~
- J. Energy Re-sale load forms and Energy Rebate forms not included, will be billed hourly.
- ~~K. Electronic as built not included, may be added hourly or by separate agreement.~~
- L. A separate Add Service for Owner/Architect requested changes for Projects not Bid after 90days from original 100% CD date. Multiple sets of 100% CD's not part of base scope.
- M. No site lighting, no site photometrics required.

For these services we propose lump sum fee of:

**Base SCOPE: MEP Fee = \$35,000**

**Option Add Service 1:** (Additional Mechanical units from report)  
MEP Fee = \$5,000

**Option Add Service 2:** (Base Commissioning Required Above 40tons)  
Commissioning Add service = \$ 4,000

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 are required to respond to commissioning items through online cloud based commissioning software and carry software license for duration of project. ([www.fieldwire.com](http://www.fieldwire.com))



The Architect and/or Owner are responsible for obtaining plan review comments and forwarding to HCE. The contract documents should not be considered complete until all drawings have been revised to reflect all comments received from the local plan review personnel.

As is standard, all Cad files with backgrounds and title blocks are to be furnished by the Architect. All required expenses such as travel, delivery charges, printing costs, etc., will be billed as reimbursable expenses with a 1.100 multiplier.

Billing will be according to the percentage of completion of the project using the same percentages as the Prime Consultant. When Prime Consultant receives final payment from owner, Prime Consultant will pay Engineer's final payment.

In the event of termination of the project, the Engineer shall be compensated for all services performed up to the termination date based on the percentage of completion.

HCE PDF Set Requirement. HCE requires a PDF set of plans for review at various phases agreed to with architect. Minimum requirement is 75% and 95% complete coordination set and 100%CD PDF complete set and PDF of specifications for record purposes.

HCE Submittal Requirement. Electronic submittals will be accepted as listed in specification. Transmission of Electronic Submittals must follow specification requirements.

Social Media/Internet Content

When any internet publication by the Architect and/or Owner is published for this job. Hendrix Consulting Engineers should be mentioned as Engineer of Record for Articles, Publication, and Awards, including website [www.hcengineer.com](http://www.hcengineer.com) and @hendrixconsultingengineers should be tagged on Instagram or other social media outlets.

Payments are due 30 days from invoice date, or payments are due when Architect gets paid from owner per Master Service Agreement. Late payments will bear interest at the rate of 1-1/2% per month, compounded monthly or the highest allowed by law.

Any changes, as approved in writing, after completion of documents or requested additional services will be billed hourly at the following rate schedule:

ENGINEERING SERVICES	RATE
PRINCIPAL	\$250.00
SR. ENGINEER	\$190.00
ENGINEER (P.E.)	\$180.00
ENGINEER (EIT)	\$150.00
PROJECT MANAGER	\$190.00
SR. DESIGNER	\$190.00
COMPUTER AIDED DESIGNER	\$100.00
DESIGNER I	\$ 80.00
ADMINISTRATIVE/CLERICAL	\$ 75.00

The Engineer shall not have control or charge of, and shall not be responsible for, construction means, methods, field coordination, techniques, sequences, or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

Engineer will maintain a professional E & O Policy with minimum \$1,000,000 coverage for each occurrence and \$2,000,000 in the aggregate during the term of the project.

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 Architects

BY:

DATE:

HCE

BY:

DATE:





ME Engineers, Inc.  
1825 Market Center Blvd, Suite 415  
Dallas TX 75207  
Office: 214 741 1589  
me-engineers.com

August 29, 2022

Mr. Denny Boles  
1005 E St. Elmo Building 8  
Austin, TX 78745

RE: Burleson City Hall Renovation

Dear Denny:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects ("Architect") for technology consulting services for the remodel of the Burleson City Hall. We propose the following services for your consideration:

### **PROJECT DESCRIPTION**

The project is an existing building to be renovated for Burleson, TX and will have a total construction budget of approximately \$2.2 million. The scope of the renovation encompasses approximately 5000-6000 square feet and consists of HR, IT and PIO office space.

### **I. SCOPE AND DESCRIPTION:**

#### **A. Scope of Work**

The technology systems scope shall include the following work:

#### **1. Communications Infrastructure:**

- a) Raceway Infrastructure: Design and specification of communications systems horizontal raceway infrastructure. Components include sleeves, conduit, back-boxes, junction boxes, and j-hooks.
- b) Building Horizontal Communications Infrastructure: Design and specification of horizontal infrastructure including cable and terminations to match existing manufacturer and most current products. Infrastructure typically consists of Category 5E, Category 6, and/or Category 6A UTP copper media.
- c) Building Horizontal CATV Infrastructure: Design and specification of horizontal infrastructure including cable and terminations, if necessary. Infrastructure typically consists of RG-6 or RG-11 coax media.

#### **2. Security System:**

- a) Electronic Access Control System: Design of employee access control components including card readers, keypads, door contacts, 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. Design shall include integration of new components into existing access control system.

- b) Video Surveillance System (CCTV): Design of new video surveillance cameras for integration into existing system.

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.
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.
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.
  - b) Review shop drawings.

- 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:

- A. Services Fee:

Lump sum amount of **\$ 15,000** base fee plus reimbursable expenses as noted in Section IV. - Terms and Conditions.

The fee break-out is as follows:

- |                                |         |
|--------------------------------|---------|
| • Design Development:          | \$ 6000 |
| • Construction Documents:      | \$ 6000 |
| • Construction Administration: | \$ 3000 |



#### 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.

EXHIBIT A

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,

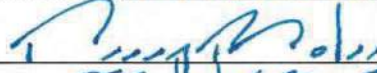
**M-E Engineers, Inc.**  
**Denver Office**



Kevin Devore, RCDD  
Principal  
Technology Design Group

Approved and accepted this 9TH day of SEPTEMBER, 2022

Organization: BRINKLEY SARGENT WIGINTON ARCHITECTS

By:  Title: SENIOR PRINCIPAL  
DENNY BOLES

Cc: 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.~~





ACCESS by DESIGN

ACCESSIBILITY CONSULTANTS Access by Design Inc. 12720 Hillcrest Road Suite 580 Dallas, Texas 75230 Tel 214 348 7758 Fax 214 348 7867 www.abyd.com

23 August 2022

Denny Boles, AIA  
 Brinkley Sargent Wiginton Architects  
 1005 E St. Elmo St., Bldg 8  
 Austin, Texas 78745

**Re: Burleson City Hall Renovation  
 Burleson, Texas  
 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 City Hall Renovation project. We look forward to the opportunity to work with you.

### **Project Scope**

We understand this project to consist of a renovation to approximately 5,760 SF of an existing city hall facility including offices, conference rooms, and restroom updates with an estimated construction cost of \$2,182,000:

- 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	\$ 705
TAS Plan Review	\$ 885
TAS Inspection	\$ 885
TDLR Project Filing Fee	\$ 175
Inspection Travel Fee	\$ 70
<b>Total</b>	<b>\$ 2,720</b>

### **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.

#### **Schedule**

- The preliminary plan review will be performed and the report furnished to the Architect and Owner within 30 days of receipt of drawings for review.
- The TAS plan review will be performed and the report furnished to the Architect and Owner within 30 days of receipt of permit submittal drawings, project registration, and plan review fees.
- The TAS site inspection will be performed and the report furnished to the Architect and Owner within 30 days of receipt of a completed Request for Inspection Form (RFI), inspection fees and travel fees, provided that project construction is complete.

#### **Assumptions and Exclusions**

- Consultant Services do not include architectural or engineering services. The preparation of design drawings, construction documents, construction estimates or construction pricing is not included in the scope of this work.
- Access by Design shall have the right to rely on the accuracy, thoroughness and completeness of all information provided by the Architect, the Owner, or the Owner's representative(s) during all phases of this project.
- The report or work product provided by Access by Design does not constitute legal, human resources, accounting or financial advice.
- Access by Design does not claim to be licensed, endorsed, or otherwise certified as a federal "ADA" reviewer or inspector.
- Access by Design does not assert that the proposed plan review and inspection services satisfy or replace reviews and inspections required by city building departments and local code authorities.
- In the event that the Architect and/or Owner and Access by Design jointly agree that additional consulting services are required for this project, Access by Design would offer a proposal for those services as an additional expense.

If this Proposal meets with your approval, please indicate by signing below and returning one copy to me.

Sincerely,



Kimberly J. Goss  
President



ACKNOWLEDGED AND APPROVED BY:

  
Signature

SEPTEMBER 9, 2022  
Date

PENNY POLES/SENIOR PRINCIPAL  
Name / Title

BRINKLEY SARGENT WIGINTON ARCHITECTS  
Company



# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Burleson City Hall Renovations

**AGREEMENT INFORMATION:**  
Date: September 19, 2022

**AMENDMENT INFORMATION:**  
Amendment Number: 001  
Date: February 28, 2024

**OWNER:** *(name and address)*  
City of Burleson  
141 W. Renfro St.  
Burleson, 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

**Total Additional Service**

**\$92,661.86**

Schedule Adjustment:

### SIGNATURES:

Brinkley Sargent Wiginton  
Architects, Inc.

City of Burleson

**ARCHITECT** *(Firm name)*

**OWNER** *(Firm name)*

**SIGNATURE**

**SIGNATURE**

Denny Boles, AIA, President

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

**DATE**

**DATE**

**EXHIBIT A**

Burleson City Hall Renovations  
Additional Services  
February 28, 2028

**PROPOSED ADDITIONAL FEES**

<b>BSW</b>	<b>\$104,940</b>
<b>MEP</b>	<b>\$ 25,000</b>
<b>STRUCTURE</b>	<b>\$ 5,000</b>
<b>I.T./AV/SECURITY</b>	<b>\$ 15,500</b>
<b>ACCESSIBILITY</b>	<b>\$ 2,992</b>
<b>COMMISSIONING</b>	<b>\$ 4,400</b>
<b>INTERIORS</b>	<b>\$ 5,000</b>
<b>FF&amp;E</b>	<b>\$ 10,000</b>
<b>RECORD DRAWINGS</b>	<b>\$ 7,000</b>
<b>REIMBURSABLES</b>	<b><u>\$ 15,000</u></b>
<b>TOTAL</b>	<b><u>\$194,832</u></b>

**REMAINING FEES FROM ORIGINAL CONTRACT**

**BSW**

5% of CDs:	\$ 2,595
Bid/Negotiation:	\$ 8,650
CA:	<u>\$34,600</u>
Sub-Total	<b><u>\$45,845</u></b>

**STRUCTURE**

Hourly no to exceed:	<b>\$ 5,000</b>
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**MEP**

Bid/Negotiation:	\$ 2,000
CA:	<u>\$ 8,000</u>
Sub-Total	<b><u>\$10,000</u></b>

**ACCESSIBILITY**

Accessibility Services:	\$ 2,015
Coordination:	<u>\$ 201.50</u>
Sub-Total	<b><u>\$2,216.50</u></b>

**TECHNOLOGY**

CA:	\$ 3,000
Coordination:	<u>\$ 335</u>
Sub-Total	<b><u>\$ 3,335</u></b>

**COMMISSIONING**

Commissioning Services:	\$ 4,000
Coordination:	<u>\$ 268</u>
Sub-Total	<b>\$ 4,268</b>

**INTERIOR DESIGN**

Interior Services:	<b>\$ 500</b>
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**FF&E**

Furniture Procurement:	<b>\$10,000</b>
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<b><u>RECORD DRAWINGS</u></b>	<b>\$ 7,000</b>
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<b><u>REIMBURSABLES</u></b>	<b><u>\$14,005.64</u></b>
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<b>TOTAL FEE REMAINING</b>	<b>\$102,170.14</b>
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<b>PROPOSED ADDITIONAL FEES</b>	<b>\$194,832</b>
<b>FEE REMAINING</b>	<b><u>\$102,170.14</u></b>
<b>OUTSTANDING TO CITY</b>	<b>\$ 92,661.86</b>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Brinkley Sargent Wiginton Architects, Inc.  
Dallas, TX United States

**Certificate Number:**  
2024-1129247

**Date Filed:**  
02/28/2024

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Burleson

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

CSO#3079-09-2022  
Architectural services for Burleson City Hall renovation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Boles, Denny	Austin, TX United States	X	
	Springs, Stephen	Dallas, TX United States	X	
	Read, Gregory	Dallas, TX United States	X	
	Goodman, Charles	Dallas, TX United States	X	
	Irwin, Gina	Waco, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is Denny Boles, and my date of birth is [REDACTED].

My address is 1005 E. Saint Elmo Rd, Bldg 8, Austin, TX, 78745, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 28 day of February, 2024.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** Economic Development

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

**MEETING:** March 4, 2024

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**SUBJECT:**

Consider approval of a facility use agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for the upcoming season.  
(Staff Contact: Joni Van Noy, Economic Development Coordinator)

**SUMMARY:**

The Burleson Farmer's Market (BFM) seeks to begin its market activities within the Mayor Vera Calvin Plaza beginning April 6, 2024. The market utilizes the Mayor Vera Calvin Plaza promenade, a portion of the lawn space and four (4) on street parking stalls located along S. Warren St. for mobile food vending.

This request is effectively a renewal of the previous year's agreement with the following edits:

1. Added verbiage: At such time tenants occupy the building adjacent to the Plaza's promenade, all functioning entry and exit points to the building will remain clear and unblocked by market operations. The City reserves the right to intervene if necessary.
2. Added verbiage: The entrance to the Burleson Heritage Museum shall remain clear and unblocked by market operations at all times.
3. Added verbiage: The two on-street parking stalls adjacent to the Burleson Heritage Museum are reserved for museum visitors. Reserved signage may be placed in the area to notify the general public of such provision.
4. Added verbiage: The operator of BFM shall collect trash in the area following market operations. Collected trash shall be transported to the dumpster located at Chisenhall Fields. New trash bags should be placed in emptied trash receptacles before leaving the premise.

Burleson Farmer's Market operates from April through December and pays a contracted amount of \$454.50 per day to utilize the Plaza's promenade, on-street parking stalls along Warren St. and a portion of the lawn.



**RECOMMENDATION:**

Staff recommends approval of the agreement as presented.

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

N/A

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Joni Van Noy  
Economic Development Coordinator  
[jvannoy@burlesontx.com](mailto:jvannoy@burlesontx.com)  
817-426-9689



# Economic Development

Burleson Farmer's Market



## BFM Synopsis

- 1 Operator: Walnut Creek Farms (12 years)
- 2 Operates Saturdays beginning April 6, 2024 through December; 7 a.m. to 2 p.m. (includes time for vendor set up/take down)
- 3 Fee: \$454.50/day. Paid directly to City by operator for space utilization. Vendors pay operator directly. All vendor arrangements are made by market operator.
- 4 May operate up to four (4) special edition "Date Night" Farmer's Markets on a Friday or Saturday p.m. rather than a.m. \*\*\*
- 5 May operate Sunday market in place of Saturday with prior approval in the event there is a scheduling conflict with an approved special event, election, etc.
- 6 Utilizes the MVCP promenade, four (4) on-street parking stalls located along S. Warren St., and portion of lawn area \*\*\*
- 7 NEW: Added verbiage prohibiting blocking entrance/exit points of operating business in Ellison St. new building; Ensure Heritage Museum and Visitors center has clear point of entry; Trash pick up/drop off at Chisenhall dumpster; on-street parking stalls Wilson St. reserved for Heritage Museum volunteers and/or visitors





# Options



Approve a facility use agreement  
for Burleson Farmers Market for  
2024 season



Deny a facility use agreement for  
Burleson Farmers Market for 2024  
season



Other direction from Council

**FACILITIES USAGE AGREEMENT  
BETWEEN  
CITY OF BURLESON  
AND  
BURLESON FARMER'S MARKET**

This AGREEMENT is made by and between the City of Burleson, Texas ("City") and Burleson Farmer's Market ("BFM"). City and BFM may sometimes hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, City is the owner of the area of land hereinafter called "Mayor Vera Calvin Plaza in Old Town" and/or "promenade"); and

WHEREAS, BFM desires to enter into an agreement so that BFM may use a portion of the Mayor Vera Calvin Plaza in Old Town (promenade) for the purpose of a farmer's market; and

WHEREAS, City and BFM have determined that such an agreement would benefit both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I  
Appointment and Exclusivity**

- 1.01        The City hereby designates, appoints and authorizes BFM to be the only renter of the designated space included as Attachment 1 as agreed upon Saturday morning times. BFM hereby accepts such appointment and agrees to discharge its responsibilities as provided herein during the term of this Agreement. It is agreed and understood, however, that the City remains the owner of the property.

**Article II  
Rights and Duties of BFM**

- 2.1        BFM will have the right to conduct the farmer's market activities on the above-mentioned property upon this agreement's execution beginning April 6, 2024 until December 14, 2024. The hours of operation shall be limited to between 7:00 AM and 2:00 PM on Saturdays; or Sundays with prior approval.
- 2.2        BFM will have rights to operate one (1) market a month on a Sunday rather than a Saturday at their discretion. When a Sunday market is held, that market takes the place of the Saturday market for that week. Coordination between BFM and the city will ensure there are no conflicting events when a Sunday market is proposed.



- 2.3 BFM will have the right to operate up to four (4) special edition “Date Night” farmers market. Coordination between BFM and the city will ensure there are no conflicting events when a special edition evening market is proposed.
- 2.4 BFM will have the right to operate a market on a Sunday in the event that a Saturday market is cancelled due to inclement weather. Coordination between BFM and the city will ensure there are no conflicting events when a Sunday market is proposed.
- 2.5 BFM acknowledges that at such time tenants occupy the building adjacent to the Plaza’s promenade, all functioning entry and exit points to the building will remain clear and unblocked by market operations. The City reserves the right to intervene if necessary.
- 2.6 BFM acknowledges that the entrance to the Burleson Heritage Museum shall remain clear and unblocked by market operations at all times.
- 2.7 BFM acknowledges that the two on-street parking stalls adjacent to the Burleson Heritage Museum are reserved for museum visitors. Reserved signage may be placed in the area to notify the general public of such provision.
- 2.8 BFM shall not have the right to operate on any election or run-off election date(s), as parking and the public spaces surrounding City Hall will be utilized solely for voting activities.
- 2.9 BFM guarantees a minimum of 25% of participating vendors will provide home grown/ prepared food or drinks to elevate the authenticity of a true Farmer’s Market.
- 2.10 BFM shall cease operation of any particular date at the request of City with at least 10 days’ notice.
- 2.11 BFM acknowledges that the parking spaces located along Warren St. are public parking and may be occupied upon arrival for set-up. In the case that vehicles are parked within spaces BFM intends to utilize, the City shall have no requirement to cause removal of any vehicles. If a vehicle is parked within the market area, BFM shall set-up the market in a way that the vehicle is not impeded from exiting.
- 2.12 BFM agrees to keep and restore the utilized area to an equal or better condition than that prior to any activities. This includes trash and debris pickup. The operator of BFM shall collect trash in the area following market operations. Collected trash shall be transported to the dumpster located at Chisenhall Fields. New trash bags should be placed in emptied trash receptacles before leaving the premise.

- 2.13 BFM will make any and all repairs to used space under this Agreement that may be necessary to repair or restore any damage caused by BFM, its officers, agents, employees or invitees.
- 2.14 BFM acknowledges that generators of any kind shall not be permitted. Electrical hookups are provided and available within the Mayor Vera Calvin Plaza in Old Town and may be utilized as needed.
- 2.15 BFM shall be allowed to host up to four (4) mobile food vendors per market. All food trucks/mobile food vendors shall have all appropriate food handling licenses and permitting as required by the City's Environmental Services division. Failure to comply with any permitting requirements may result in a particular vendor being banned from participating in future markets at the City's discretion.
- 2.16 BFM shall be allowed to host food vendors to sample open or time/temperature controlled for safety (TCS) foods. These food vendors shall hold all appropriate licenses and permits as required by the City's Environmental Services. Failure to comply with any permitting requirements may result in a particular vendor being banned from participating in future markets at the City's discretion. All foods must be produced at a permitted food facility or comply with cottage food laws (ex: jams, jellies, honey, tamales, cheeses, etc.). This does not include uncut produce vendors or vendors selling non TCS foods that are packaged and not sampled (ex: jams, jellies, honey, etc. that are not sampled on site).
- 2.17 BFM shall comply with all local, state, and federal regulations. This includes regulations of the Tarrant County Public Health office when applicable.
- 2.18 BFM and any vendors shall only engage in retail sales of agricultural products and other items customarily found in a farmers market for sale to the general public. For purposes of this section, the food trucks authorized in Section 2.11 shall be considered an item customarily found in a farmers market for sale to the general public.
- 2.19 The City of Burleson shall have the right to utilize booth space at their discretion for community outreach purposes. Examples include but are not limited to: volunteer recruitment, animal shelter adoptions, library card enrollment, etc. Requested booth space shall be coordinated with the operator a minimum of one (1) week in advance.
- 2.20 At such time tenants occupy the building adjacent to the Plaza's promenade, all functioning entry and exit points to the building will remain clear and unblocked by market operations. The City reserves the right to intervene if necessary.

### **Article III Terms**

- 3.1 TheCity and BFM agree that upon BFM's payment of four hundred fifty-four dollars and fifty cents (\$454.50) per day that the market operates.
- 3.2 BFM shall be required to pay Two Hundred Dollars (\$200.00) as a clean-up fee in the case that the property is not restored to the condition prior to activities. The fee shall be assessed at the City's discretion.
- 3.3 BFM shall ensure the compliance and abidance of vendors to the vendor rules and code of conduct as stated on [www.burlesonfarmersmarket.com](http://www.burlesonfarmersmarket.com).

### **Article IV Insurance and Hold Harmless**

- 4.1 BFM agrees to provide City a certificate of insurance as proof that it has secured and paid for a policy providing general liability insurance covering all risks related to the use, maintenance, existence or location of the areas used under this Agreement. The amounts of such insurance shall not be less than \$1,000,000.00 for personal injury or death, each occurrence. The certificate of insurance shall be provided to the City prior to the issuance of any permit and any usage of the City's property.
- 4.2 City shall be named as an additional insured under the above-described policies, and each such policy shall contain endorsements waiving subrogation rights against City and providing that such policies may not be cancelled unless City is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Texas and shall be satisfactory to City. BFM shall provide evidence satisfactory to City that such coverage has been procured and is being maintained at all times during the term of this Agreement.

**4.3**

**BFM SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS CITY AND ALL ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ANY OFFICER, EMPLOYEE, OR OFFICIAL OF THE CITY OF BURLESON, TEXAS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF BFM, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OR PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH BFM'S OPERATION, MAINTENANCE, USE OR CONDITION OF THE AREAS DESIGNATED FOR BFM'S USE UNDER THIS AGREEMENT.**

## **Article V Severability**

- 5.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including without limitation all available appeals, have been exhausted.

## **Article VI Termination**

- 6.1 The City retains the sole and exclusive right to terminate this Agreement at any time, provided BFM is notified four (4) days in advance of said Termination. Should BFM violate any term of this Agreement, the four-day notice is waived and the Agreement terminates upon notification to BFM by City.

## **Article VII Independent Contractor**

- 7.1 In executing this Agreement and in performing their respective obligations, the City and BFM are acting independently and not in any form of partnership or joint venture. The City assumes no responsibilities or liabilities to any third parties in connection with this Agreement.

## **Article VIII Miscellaneous**

- 8.1 City may be excused from performance under this Agreement when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that City has prudently and promptly acted to take any and all steps that are within City's control to ensure performance and to shorten the duration of the event of Force Majeure. If City suffers an event of Force Majeure, it shall provide notice of the event to the BFM immediately. Subject to this provision, such nonperformance shall not be deemed an event of default.

- 8.2 All notices required or permitted by this Agreement will be delivered either (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery, effective upon delivery, in either case addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

**To BFM:**

Burleson Farmer's Market  
c/o Chaz Forster, Operator  
1004 Terragon Dr.  
Burleson, Texas 76028

**To the City:**

City of Burleson  
c/o City Manager  
141 W. Renfro St.  
Burleson, TX 76028

- 8.3 This written Agreement constitutes the entire Agreement between the Parties, and any prior oral agreement which purports to vary from the terms hereof shall be void.
- 8.4 This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this Agreement.
- 8.5 Neither Party may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other Party.
- 8.6 Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.
- 8.7 This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Johnson County, Texas.
- 8.8 [This section intentionally left blank.]
- 8.9 Nothing contained in this Agreement shall be construed as a waiver of the city's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the city by law, except to the extent expressly provided or necessarily implied herein.
- 8.10 Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any city ordinance or regulation, or the waiver of any requirement of any city ordinance or regulation.

**(Signature pages to follow)**



EXECUTED this\_\_\_\_\_day of\_\_\_\_\_, 2024.

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF JOHNSON §

Before me,\_\_\_\_\_, the undersigned notary public, on this day personally appeared Bryan Langley as City Manager of the City of Burleson, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this\_\_\_\_\_day of\_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:\_\_\_\_\_  
Commission Number:\_\_\_\_\_  
Executed on the date first written above.

EXECUTED this\_\_\_\_\_day of\_\_\_\_\_, 2024.

BY: \_\_\_\_\_  
Chaz Forster  
Burleson Farmer’s Market

STATE OF TEXAS           §  
   §  
COUNTY OF JOHNSON   §

Before me, \_\_\_\_\_, the undersigned notary public, on this day personally appeared Chaz Forster, \_\_\_\_\_ of the Burleson Farmer’s Market, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

Attachment 1



---

## City Council Regular Meeting

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain, Development Services Director  
**MEETING:** March 4, 2024

---

**SUBJECT:**

ETJ Release Petition for 1709 CR 807 (Case 24-033): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 14 acres of land addressed as 1709 CR 807. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

**SUMMARY:**

On February 1, 2024, a petition was submitted by Jennifer Annette Cooley (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 14 acres of land addressed as 1709 CR 807, as shown on the attached Exhibit A.

**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:**

None

**STAFF CONTACT:**

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684

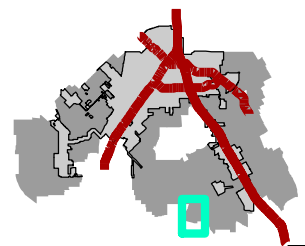






THE CITY OF  
**BURLESON**  
TEXAS

**1709 CR 807**  
**ETJ Release Petition**  
**Case 24-033**



*Vicinity Map*





Received by  
City Secretary's Office

FEB - 1 2024

FILED 124 3:58PM

## Release from Extraterritorial Jurisdiction (ETJ) Petition

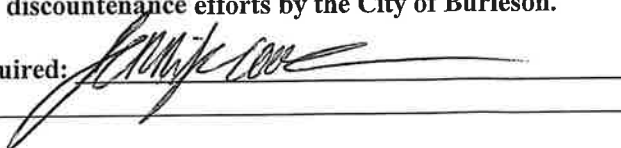
### APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: Jennifer Annette Cooley	Name: Jennifer Annette Cooley
Company: N/A	Company: N/A
Address: 1709 County Road 807 Cleburne TX 76031	Address: 1709 County Road 807 Cleburne TX 76031
Telephone: 817-526-8537	Telephone: 817-526-8537
Email: jennifer-cooley@yahoo.com	Email: jennifer-cooley@yahoo.com
Signature:	Signature:

### SITE INFORMATION



Number of properties within the area to be released:	1
General location or address of area to be released:	1709 County Road 807 Cleburne TX
Total Acres to be released:	14
County of Request	Johnson County

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

<input type="checkbox"/>	Completed Application
<input type="checkbox"/>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<input type="checkbox"/>	Signed "Release from ETJ Petition" (see next page)
<input type="checkbox"/>	50% of all owners within the area to be released must provide a NOTARIZED signature
<input type="checkbox"/>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<input type="checkbox"/>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
<input type="checkbox"/>	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.
<input type="checkbox"/>	Owners signature required: 

# 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>Property Tax Account 136-0450-00133 1709 County Road 807 Cleburne, TX 76031 Being 4/4.00 Acre tract of land located in the W.E. Jones Survey, Abstract No. 450, Johnson County, Texas and being part of a called 48.22 acre tract of land as described in a deed recorded in Volume 1890, Page 59, Official Public Records, Johnson County, Texas and being more particularly described on Exhibit A attached hereto, made a part hereof, and incorporated herein by reference for all purposes.</p>		<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>11/30/24</u> By <u>Jennifer Cooper</u> Print name of signer(s)     <u>Macie Strickland</u> Notary Signature</p> <p>State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s)             _____ Notary Signature</p>



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Johnson County, Texas, Approved by Deputy: MICHELLE PHIPPS.

To verify the authenticity of this copy, capture the QR code or visit:  
<https://johnson.tx.publicsearch.us/verifycert/tEqc7S6a>



Johnson County Clerk

*April Long*

Digitally signed by: April Long  
Date: Jan 16, 2024 10:32 AM -06:00

2022 - 29828 08/23/2022 11:28 AM Page 1 of 5

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**

**Date:** August 23, 2022

**Grantor:** Sharon Jane Lay Damron, an Individual

**Grantor's Mailing Address:** 1709 County Road 807, Cleburne, Texas 76031

**Grantee:** Jennifer Annette Cooley, as her sole separate property

**Grantee's Mailing Address:** 1845 County Road 807, Cleburne, Texas 76031

**Consideration:** Cash and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, including love and affection for Grantee.

**Property (including any improvements):**

Being a 14.00 acre tract of land located in the W. E. Jones Survey, Abstract No. 450, Johnson County, Texas and being a part of a called 48.22 acre tract of land as described in a deed recorded in Volume 1890, Page 59, Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), and being more particularly described on Exhibit A, attached hereto, made a part hereof, and incorporated herein by reference for all purposes.

**Reservations from Conveyance:**

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

**Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2022, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Johnson County, Texas, Approved by Deputy: MICHELLE PHIPPS.

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<https://johnson.tx.publicsearch.us/verifycert/tEqc7S6a>



Johnson County Clerk

*April Long*

Digitally signed by: April Long  
 Date: Jan 16, 2024 10:32 AM -06:00

2022 - 29828 08/23/2022 11:28 AM Page 2 of 5

### Conveyance and Warranty:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural. This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

### GRANTOR:

*Sharon Jane Lay Damron*  
 Sharon Jane Lay Damron

STATE OF TEXAS                   §  
 COUNTY OF JOHNSON         §

This instrument was acknowledged before me on August 23, 2022, by Sharon Jane Lay Damron.



*Brittany Ballard*  
 Notary Public, State of Texas



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Johnson County, Texas, Approved by Deputy: MICHELLE PHIPPS.

To verify the authenticity of this copy, capture the QR code or visit:  
<https://johnson.tx.publicsearch.us/verifycert/tEqc7S6a>



Johnson County Clerk

*April Long*

Digitally signed by: April Long  
Date: Jan 16, 2024 10:32 AM -06:00

2022 - 29828 08/23/2022 11:28 AM Page 3 of 5

## EXHIBIT A

### 14.00 ACRES

**BEING A TRACT OF LAND LOCATED IN THE W. E. JONES SURVEY, ABSTRACT NO. 450, JOHNSON COUNTY, TEXAS AND BEING PART OF A CALLED 48.22 ACRE TRACT OF LAND AS DESCRIBED IN A DEED RECORDED IN VOLUME 1890, PAGE 56, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A 5/8" IRON ROD FOUND IN THE EAST LINE OF A CALLED 35.00 ACRE TRACT OF LAND DESCRIBED AS "FIRST TRACT" IN A DEED RECORDED IN INSTRUMENT NO. 2018-2273, O.P.R.J.C.T., FOR THE SOUTHWEST CORNER OF A CALLED 5.00 ACRE TRACT OF LAND AS DESCRIBED IN A DEED RECORDED IN VOLUME 3436, PAGE 178, O.P.R.J.C.T.;**

**THENCE, N 75°23'34" E, WITH THE SOUTH LINE OF SAID 5.00 ACRE TRACT, A DISTANCE OF 1123.94 FEET TO A 5/8" IRON ROD FOUND IN ASPHALT IN COUNTY ROAD NO. 807, FOR THE SOUTHEAST CORNER OF SAID 5.00 ACRE TRACT;**

**THENCE, S 01°38'26" W, WITH THE EAST LINE OF SAID 48.22 ACRE TRACT AND WITH SAID COUNTY ROAD NO. 807, A DISTANCE OF 617.28 FEET TO A MAG NAIL WITH WASHER FOUND IN ASPHALT, FOR THE NORTHEAST CORNER OF A CALLED 5.00 ACRE TRACT;**

**THENCE, N 88°20'38" W, WITH THE NORTH LINE OF SAID 5.00 ACRE TRACT, AT A DISTANCE OF 20.03 FEET, PASSING A 1/2" IRON ROD FOUND, CONTINUING IN ALL A TOTAL DISTANCE OF 837.14 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 5.00 ACRE TRACT;**

**THENCE, S 01°39'36" W, A DISTANCE OF 259.89 FEET TO A 1/2" IRON ROD WITH A RED CAP FOUND (NO ID), FOR THE SOUTHWEST CORNER OF SAID 5.00 ACRE TRACT;**

**THENCE, S 88°21'24" E, A DISTANCE OF 837.23 FEET TO A MAG NAIL WITH WASHER FOUND IN ASPHALT IN SAID COUNTY ROAD NO. 807, FOR THE SOUTHEAST CORNER OF SAID 5.00 ACRE TRACT;**

**THENCE, S 01°38'26" W, WITH THE EAST LINE OF SAID 48.22 ACRE TRACT AND WITH SAID COUNTY ROAD NO. 807, A DISTANCE OF 47.28 FEET TO A COTTON SPINDLE SET IN ASPHALT, FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 48.22 ACRE TRACT AND BEING A "T" INTERSECTION OF COUNTY ROAD NO. 807, COUNTY ROAD NO. 704D AND COUNTY ROAD NO. 704C BEARS, S 01°38'26" W, A DISTANCE OF 842.04 FEET;**

**THENCE, N 89°05'54" W, CROSSING SAID 48.22 ACRE TRACT, AT A DISTANCE OF 151.25 FEET, PASSING THE END OF A WIRE FENCE, CONTINUING IN ALL A TOTAL DISTANCE OF 1054.90 FEET TO A 5/8" IRON ROD WITH A CAP STAMPED "TRANS TEXAS SURVEYING" SET IN THE WEST LINE OF SAID 48.22 ACRE TRACT AND BEING IN THE EAST LINE OF SAID 35.00 ACRE TRACT, FROM WHICH A 5/8" IRON**





I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Johnson County, Texas, Approved by Deputy: MICHELLE PHIPPS.

To verify the authenticity of this copy, capture the QR code or visit:  
<https://johnson.tx.publicsearch.us/verifycert/tEgc7S6a>



Johnson County Clerk

*April Long*

Digitally signed by: April Long  
 Date: Jan 16, 2024 10:32 AM -06:00

2022 - 29828 08/23/2022 11:28 AM Page 4 of 5

ROD WITH A CAP STAMPED "TRANS TEXAS SURVEYING" SET FOR THE NORTHWEST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND AS DESCRIBED IN A DEED RECORDED IN VOLUME 3744, PAGE 906, O.P.R.J.C.T. BEARS, S 00°35'10" E, A DISTANCE OF 864.70 FEET;

**THENCE**, N 00°35'10" W, WITH THE WEST LINE OF SAID 48.22 ACRE TRACT AND WITH THE EAST LINE OF SAID 35.00 ACRE TRACT, A DISTANCE OF 623.87 FEET TO **THE PLACE OF BEGINNING AND CONTAINING 14.00 ACRES OF LAND**, AS SURVEYED ON THE GROUND ON JULY 29, 2022 UNDER THE SUPERVISION OF ROBERT L. YOUNG, R.P.L.S. NO. 5400. ALL BEARINGS RECITED HEREIN ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83 (NA2011). SEE THE ACCOMPANYING SURVEY MAP ATTACHED HERETO AND MADE A PART HEREOF.



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Johnson County, Texas, Approved by Deputy: MICHELLE PHIPPS.

To verify the authenticity of this copy, capture the QR code or visit:

<https://johnson.tx.publicsearch.us/verifycert/tEqc7S6a>



Johnson County Clerk

*April Long*

Digitally signed by: April Long

Date: Jan 16, 2024 10:32 AM -06:00

2022-29828 08/23/2022 11:28 AM Page 5 of 5

**Johnson County**  
**Becky Ivey**  
**Johnson County**  
**Clerk**

**Instrument Number:** 2022 - 29828

eRecording - Real Property

Warranty Deed

Recorded On: August 23, 2022 11:28 AM

Number of Pages: 5

**" Examined and Charged as Follows: "**

Total Recording: \$38.00

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

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

**File Information:**

Document Number: 2022 - 29828  
Receipt Number: 20220823000067  
Recorded Date/Time: August 23, 2022 11:28 AM  
User: Linda B  
Station: ccl06

**Record and Return To:**

ERECORDING PARTNERS  
101 W NUEVA  
  
SAN ANTONIO TX



**STATE OF TEXAS**  
**COUNTY OF JOHNSON**

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

Becky Ivey  
Johnson County Clerk  
Johnson County, TX

*Becky Ivey*

---

## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony McIlwain, Development Services Director

**MEETING:** March 4, 2024

---

**SUBJECT:**

ETJ Release Petition for 102 Black Jack LN (Case 24-054): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 0.8584 acres of land addressed as 102 Black Jack LN. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

**SUMMARY:**

On February 12, 2024, a petition was submitted by Richard Derosé (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 0.8584 acres of land addressed as 102 Black Jack LN, as shown on the attached Exhibit A.

**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:**

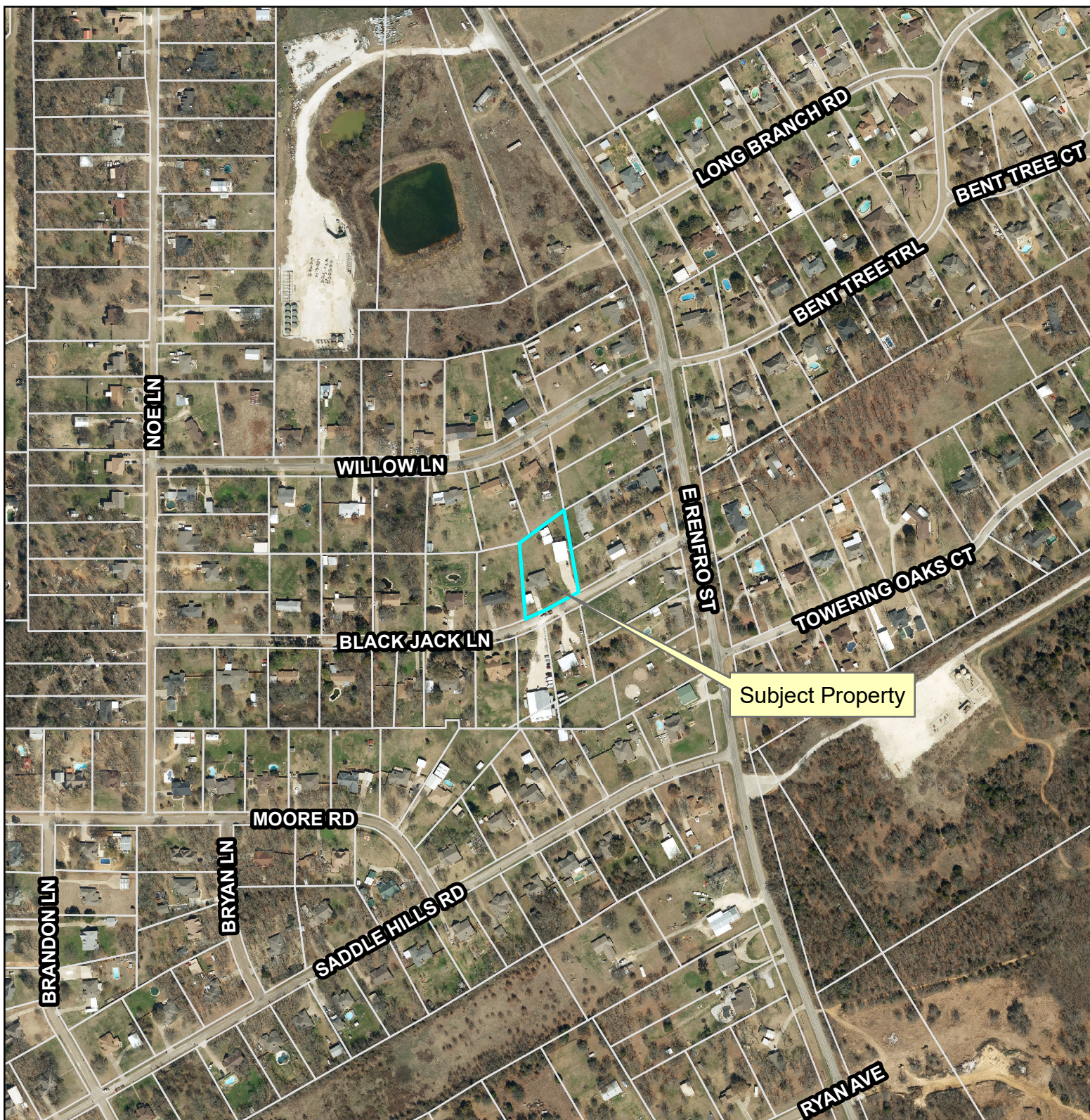
None

**STAFF CONTACT:**

Tony McIlwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684

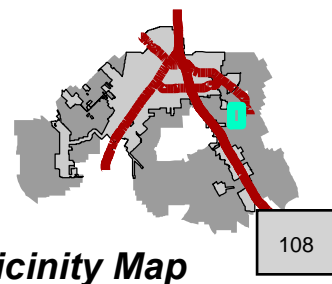






THE CITY OF  
**BURLESON**  
TEXAS

**102 Black Jack LN**  
**ETJ Release Petition**  
**Case 24-054**



*Vicinity Map*



THE CITY OF  
**BURLESON**  
TEXAS

## Release from Extraterritorial Jurisdiction (ETJ) Petition

### APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: <u>RICHARD</u>	Name: <u>RICHARD DEROSE</u>
Company: <u></u>	Company: <u></u>
Address: <u>102 BLACKJACK LANE</u>	Address: <u>102 BLACKJACK LANE</u>
Telephone: <u>561-441-6376</u>	Telephone: <u>561-441-6376</u>
Email: <u>DDEROSE911@GMAIL.COM</u>	Email: <u>DDEROSE911@GMAIL.COM</u>
Signature: <u>RICHARD</u>	Signature: <u>RICHARD</u>

### SITE INFORMATION

Number of properties within the area to be released: <u>1</u>	
General location or address of area to be released:	<u>102 BLACKJACK LANE</u>
Total Acres to be released:	<u>0.85 AC</u>
County of Request	<u>JOHNSON</u>

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

<input type="checkbox"/>	Completed Application
<input type="checkbox"/>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<input type="checkbox"/>	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
<input type="checkbox"/>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<input type="checkbox"/>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
<input type="checkbox"/>	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: <u>RICHARD</u>

Received by  
City Secretary's Office

FEB 12 2024

# CITY OF BURLESON RELEASE FROM ETJ PETITION

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

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>126 1002-00205</p> <p>102 BACKLICK LANE</p> <p>LOT 12 ADST 1002</p> <p>BLK 3</p> <p>OAKVIEW ACRES</p>	<p><i>RUDAR</i></p>	<p>State of <u>TX</u></p> <p>County of <u>Johnson</u></p> <p>The instrument was signed or acknowledged before me on <u>2-12-24</u></p> <p>By <u>Holly Robe</u></p> <p>Print name of signer(s)</p> <div data-bbox="714 514 852 924"> </div> <p><i>Holly Robe</i></p> <p>Notary Signature</p>
		<p>State of _____</p> <p>County of _____</p> <p>The instrument was signed or acknowledged before me on _____</p> <p>By _____</p> <p>Print name of signer(s)</p> <p>_____ Notary Signature</p>

Richard K DeRose Revocable Living Trust  
102 Blackjack Lane  
Burleson, Texas 76028

11/3/2023

City of Burleson  
141 W Renfro Street  
Burleson, Texas 76028-4296

**RE: Removal of Property from ETJ Chapter 42 Local Government Code - Sec. 42.102**

We would like to petition the City of Burleson Under Section 42.10c of the government for the removal of two pieces of property owned by us jointly.

The properties are describe as follows;

*102 Blackjack Lane, Burleson TX . LOT 12, ABST 1002  
BLK 3 OAKVIEW ACRES ACRES .8584 acres as described in the attached survey.*

*Richard DeRose*

Richard Derosé Trustee

STATE OF TEXAS

COUNTY OF JOHNSON

This instrument was acknowledged before me on November 6, 2023 by  
Richard K DeRose Trustee

Notary Stamp



*Holly April Robe*  
\_\_\_\_\_  
Notary Public, State of Texas



1" = 40'  
ALL DATA BASED ON  
TEXAS STATE PLANE  
COORDINATE SYSTEM  
ZONE 4202 GRID  
BEARING REFERENCE  
S 75° 25' 04" W FROM  
P.C. TO P.O.B.  
W.D.S. VRS NET

T.C. = Texas State Plane Coordinates

Note: The street dedication plat in Volume 2, Page 12 and 13 DRJCT prepared by RPLS Jim Dunaway referenced an "UNRECORDED PLAT" of Oakview Acres. This Surveyor was unable to locate it.

According to the Flood Insurance Rate Maps for Johnson County, no portion of this property lies within a special Flood Hazard area.

1/2" IRF AT POINT OF CURVATURE C.M.  
N: 6867961.06  
E: 2351395.15  
POINT OF COMMENCING  
N 75° 25' 04" E  
178.34'

P.O.B.  
1/2" IRF C.M.  
N: 6867961.06  
E: 2351395.15  
FEN COR: N 72° 50' 41" W  
1.36'

GILBERTO LOPEZ  
759/599 DRJCT

Septic System  
(Laterals)  
approx. location

one story brick and  
frame residence  
102 BlackJack Lane

EPG TANK LEADER  
COVERED P-17

5 ft. easement to Johnson Co. Elec.  
Coop. Assn. V. 560, Pg. 250 DRJCT  
(includes service line esmt.)

shop/garage  
on concrete  
pad

Shelby Kelih  
1276/911  
DRJCT

JULIE WRIGHT  
D 30108  
DRJCT

Overhead Elec.

chainlink  
fence in  
conc. block  
wall

county road 3391 - 315'  
Southeast corner  
FEN COR IN CONC  
BLOCK WALL bears  
N 18° 41' 38" E 0.97'

A.T. & T. BOX

BLACKJACK LANE  
60 FOOT WIDE RIGHT OF WAY  
DEDICATION OF RECORD  
VOL. 2, PAGE 12 DRJCT

N 4° 41' 36" W 227.11'

N 53° 05' 19.6" E  
170.28'

3/8" IRF C.L. FEN COR.  
bears S 71° 13' 32" E 1.2'

Kathy Cormier  
1470/151  
DRJCT

Wile Thomas  
VOL. 1102  
PG. 410 DRJCT

Kevin Combs  
1079/452  
DRJCT

1/2" IRF



Being 0.8584 acres in the W.M. Isenhower Survey, Abstract 1002, Johnson County, Texas, and being that same tract described in deed to Robert J Frieden recorded in Volume 1861, Page 534 Deed Records, Johnson County, Texas, said tract being more fully described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found (control monument) in the North right of way line of BlackJack Lane at the beginning of a curve concave to the North having a Radius of 347.15 feet, and the chord of which is North 75° 25' 04" East 178.34 feet, said iron rod having T.C. North: 6867961.06 and East: 2351395.15:  
THENCE North 75° 25' 04" East with said Chord 178.34 feet to a 1/2 inch iron rod found (control monument) in the North Right of Way of BlackJack Lane for the POINT OF BEGINNING, and Southwest corner of the tract described herein, and being the Southeast corner of a tract described in deed to Gilberto Lopez, recorded in Volume 756, Page 599, Deed Records, Johnson County, Texas. (said BlackJack Lane being as shown on street dedication plat prepared by Jim Dunaway, R.P.L.S. and recorded in Volume 2, Pages 12 and 13, Plat Records, Johnson County, Texas);  
THENCE North 04° 41' 36" West with the East line of said Lopez tract 227.11 (Adjolner is 226.65 feet called) feet to a 1/2 inch iron rod found;  
THENCE North 53° 05' 20" East passing at 40.04 feet a 1/2 inch iron rod found for Southwest corner of Thomas tract described in Volume 1102, Page 410, Deed Records, Johnson County, Texas, a total distance of 170.28 (170.0 feet called) to a 3/8 inch iron rod found in concrete fence post base for the Northwest corner of the Julie Wright tract recorded in Instrument D30108, Deed Records, Johnson County, Texas, and the Southwest corner of a tract described in deed to Kathy Cormier recorded in Volume 1470, Page 157, Deed Records, Johnson County, Texas;  
THENCE South 10° 27' 33" East with said Wright line 240.00 feet to a point in the North Right of Way of BlackJack Lane (60 foot Right of Way) from which a fence post in concrete bears N 18° 42' W 0.97 feet;  
THENCE South 60° 06' 49" West (Bearing reference line) with said Right of Way 185.85 feet to the POINT OF BEGINNING, and containing 0.8584 acres, the plat of which shown hereon, is included by reference herein.

PREPARED FROM AN ACTUAL ON THE  
GROUND SURVEY BY ME.

TED HARP, RPLS 2002  
12-17-2012  
revised: 12-21-12

TED HARP LAND SURVEYING 433 LOUELLA DRIVE WEST HURST, TEXAS 76054 RJFRIEDN.ZAK

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering

**FROM:** Michelle McCullough, Assistant Director/City Engineer

**MEETING:** March 4, 2024

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**SUBJECT:**

Cliffwood Phase 3 (Case 23-327): Hold a public hearing and consider a resolution for a waiver to Section 5.1.a "Street and Right of Way Basic Policies" of the Design Standards Manual for the design criteria for Streets within the Cliffwood Phase 3. (*Staff Presenter: Michelle McCullough, Assistant Director/City Engineer*) (*Planning and Zoning Commission recommended disapproval unanimously*)

**SUMMARY:**

On October 30, 2023, Darrell Howard, with Dunaway Associates, LP (applicant) submitted an application on behalf of Clifford Deal (Owner) for a waiver to the subdivision ordinance for the design criteria for local streets within the Cliffwood Phase 3 residential subdivision located in the City's extraterritorial jurisdiction (ETJ). Local streets are required to be designed and constructed per Section 5.1 of the Subdivision and Development Ordinance and shall conform to the City's Design Manual criteria.

**DEVELOPMENT OVERVIEW:**

The applicant proposes to dedicate 60-foot of right-of-way and 30-foot pavement width with the following section –

- Three-course chip seal **or** 2 inches of asphalt
- 8 inches flex base to be laid in two equal courses compacted to 95% minimum density
- 8 inches of re-compacted subgrade to 95% minimum density

The table on the following page summarizes the standards within the City's Subdivision Ordinance, the County's minimum standards, and modified design standards for streets within the ETJ that have been approved in the past.

The applicant's proposed section is inconsistent with the modified section approved by the City Council in the past.



Street Sections				
Element	City Standard	County Standard	Modified Section	Applicant Requested Section
ROW Width	80'	60'	60'	60'
Pavement Width	Asphalt - 28' with 12" ribbon curb (30' total) Concrete – 30' (curb and gutter)	Asphalt - 22' with 3' flexbase shoulder or 31' if curbs provided Concrete – No detail provided	Asphalt - 24' with 3' flexbase shoulder Concrete – 24' with 1' stabilized base outside pavement	Asphalt - 28' with 1' flexbase shoulder
Pavement Thickness	7" Asphalt 6" Concrete	Three-course chip seal 2" Asphalt 5" Concrete	2" Asphalt 5" Concrete*	Three-course chip seal 2" Asphalt
Base		8" Flexbase	8" Flexbase (if Asphalt)	8" Flexbase (if Asphalt)
Subgrade	8" Lime or Cement Stabilized	8" Lime or Cement Stabilized	8" Lime or Cement Stabilized	8" of re-compacted subgrade
Culvert Requirements	Concrete Pipe	Corrugated Metal Pipe	Concrete Pipe	Concrete Pipe
Width for Ditches	25'	13'	Contain 100- year flows	Contain 100-year flows

**\*Geotech Report must support section**

It should be noted the County has notified City staff they have limited ability and funding to maintain streets constructed to City standards. Due to funding constraints, streets constructed to city standards may be prioritized lower on the County's maintenance schedule, and any failures in the future may not be addressed in a timely manner.

**RECOMMENDATION:**

Staff recommends the P&Z Commission provide a recommendation to the City Council for the requested waiver.

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

**August 9, 2022**- P&Z Commission approved the preliminary plat.

**December 11, 2023** – City Council denied ETJ Release Petition.

**February 13, 2024** – P&Z recommended disapproval.

**REFERENCE:**

[Paving Details | Burleson, TX - Official Website](https://www.burlesontx.com/Paving-Details)  
([burlesontx.com](https://www.burlesontx.com))

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

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

# Waiver Request –Street Section

## Cliffwood Phase 3

### Location:

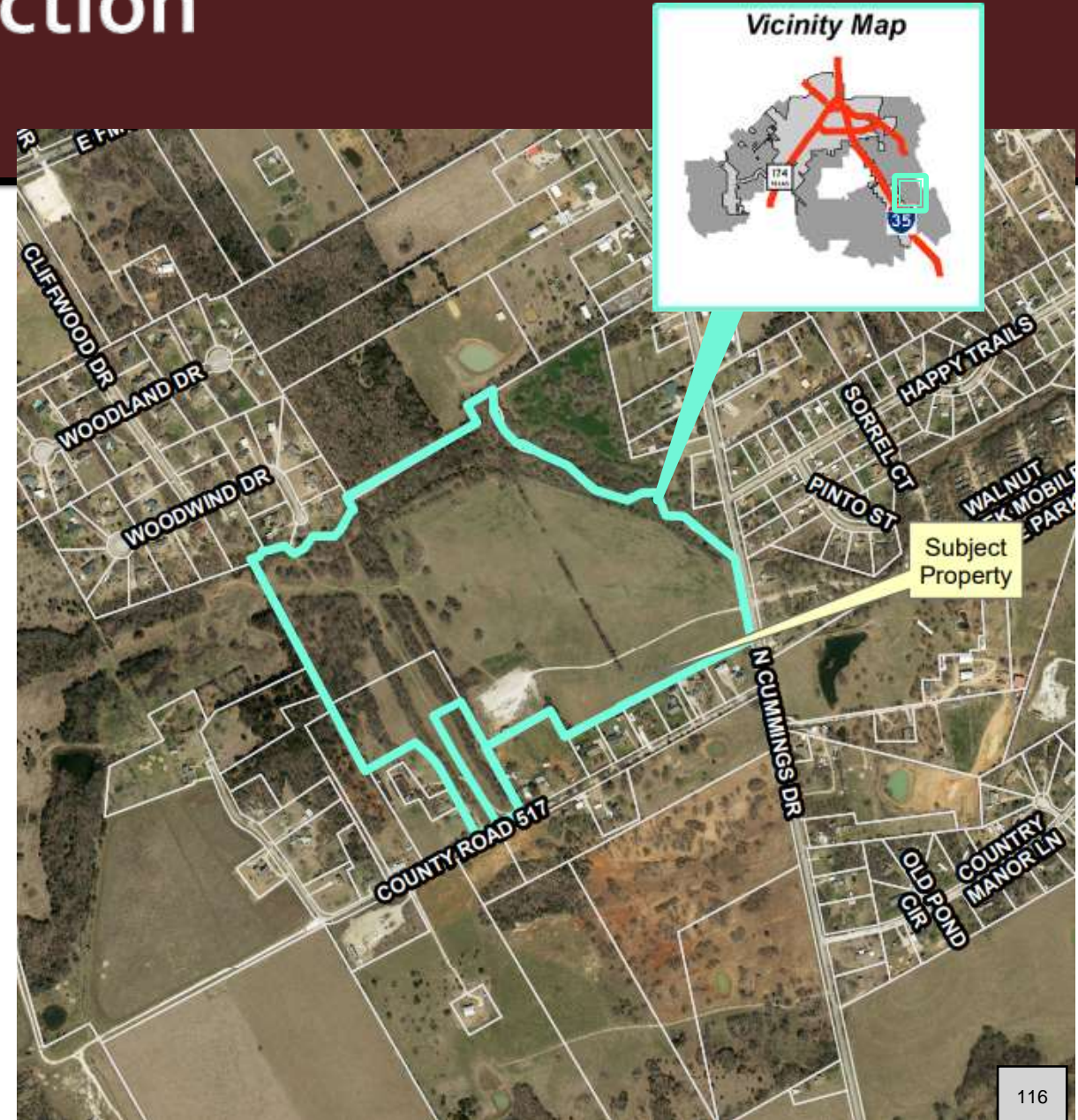
- Approximately 80.97 acres
- N Cummings Dr and CR 517, addressed as 3601 N Cummings Dr

### Applicant and Property Owner:

- Darrell Howard (Dunaway Associates)
- Clifford Deal (Owner)

### Item for approval:

Resolution for a Waiver to Section 5.1 “Street and right-of-way basic policies” of the Subdivision and Development Ordinance







# Waiver Request – Cliffwood Phase 3

## **City of Burleson:**

Per interlocal agreement with Johnson County

- Burleson has platting authority within ETJ
- City can extend development design standards to ETJ developments including paving standards

Burleson Subdivision Ordinance

- Public streets shall be designed and constructed per public street standards
- City inspectors inspect street paving and associated drainage

City does not maintain roadways located within the ETJ

## **Johnson County:**

Limited funding available for maintenance of streets

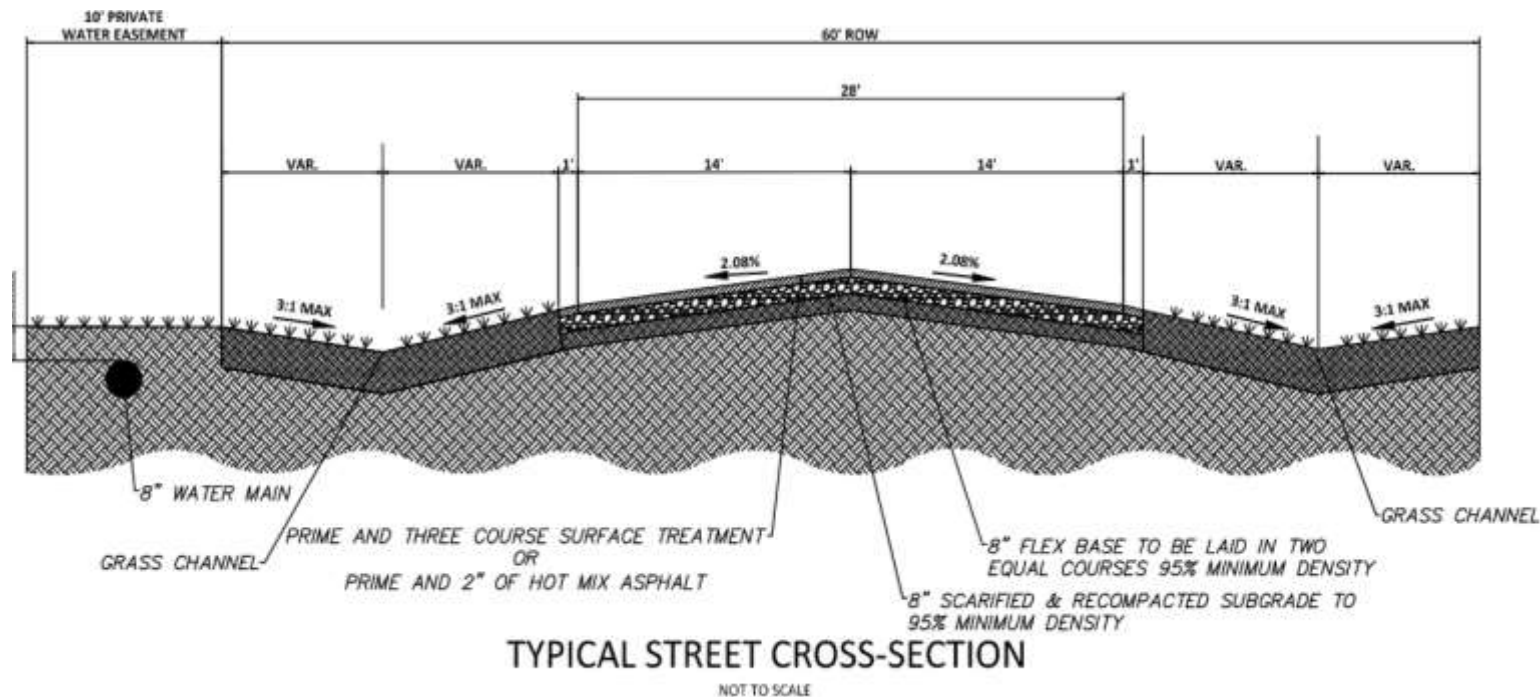
- Streets constructed to city standards can be more expensive to maintain and may be prioritized lower for maintenance
- County may not address failures in a timely manner



# Waiver Request – Cliffwood Phase 3

## Proposed Section by Applicant

- Three course chip seal or 2 inches of asphalt
- 8 inches flex base placed in equal courses compacted to 95% minimum density
- 8 inches recompacted subgrade to 95% minimum density



# Waiver Request – Cliffwood Phase 3

- Table summarizes City, County and modified section
- Proposed section is inconsistent with City, County and modified section previously approved by the City Council
- City's Subdivision Ordinance does not provide ability for staff to modify without waiver today

Street Sections				
Element	City Standard	County Standard	Modified Section	Applicant Requested Section
ROW Width	80'	60'	60'	60'
Pavement Width	Asphalt - 28' with 12" ribbon curb (30' total) Concrete – 30' (curb and gutter)	Asphalt - 22' with 3' flexbase shoulder or 31' if curbs <u>provided</u> Concrete – No detail provided	Asphalt - 24' with 3' flexbase shoulder Concrete – 24' with 1' stabilized base outside pavement	Asphalt - 28' with 1' flexbase shoulder
Pavement Thickness	7" Asphalt 6" Concrete	Three-course chip seal 2" Asphalt 5" Concrete	2" Asphalt 5" Concrete*	Three-course chip seal 2" Asphalt
Base		8" Flexbase	8" Flexbase (if Asphalt)	8" Flexbase (if Asphalt)
Subgrade	8" Lime or Cement Stabilized	8" Lime or Cement Stabilized	8" Lime or Cement Stabilized	8" of re-compacted subgrade
Culvert Requirements	Concrete Pipe	Corrugated Metal Pipe	Concrete Pipe	Concrete Pipe
Width for Ditches	25'	13'	Contain 100- year flows	Contain 100-year flows

\*Geotech Report must support section

# Waiver Request – Cliffwood Phase 3

## Notification:

Public notices mailed to property owners within 200 feet of subject property.

Published in newspaper.

City Engineer received notice of opposition from several adjacent residents prior to P&Z meeting.



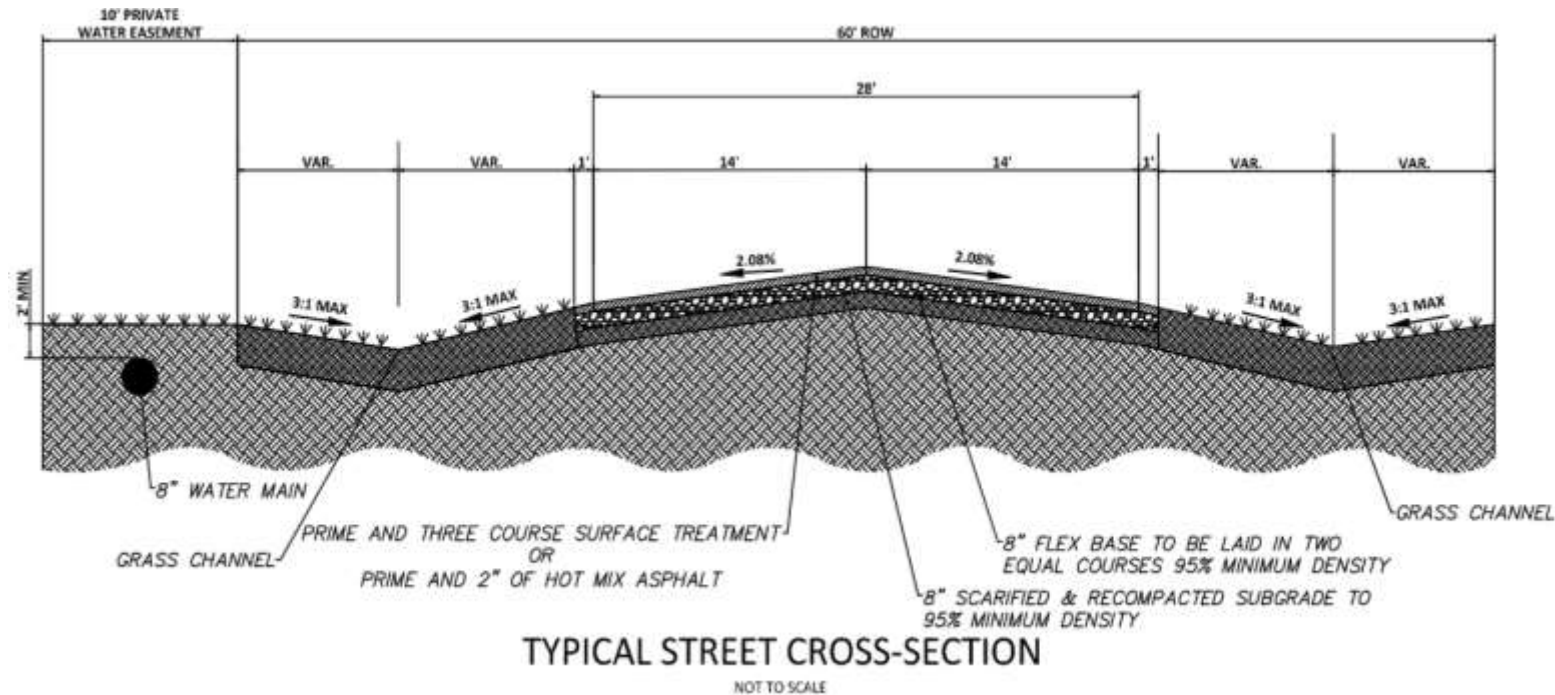


# Waiver Request – Cliffwood Phase 3

## Council Action Requested

Staff recommends the City Council approve the requested waiver.

The P&Z Commission recommended denial to the City Council for the requested waiver.



## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR A WAIVER TO SECTION 5.1.A "STREET AND RIGHT OF WAY BASIC POLICIES" OF THE DESIGN STANDARDS MANUAL FOR THE DESIGN CRITERIA FOR STREETS WITHIN THE CLIFFWOOD PHASE 3, SUBDIVISION.**

**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 October 30, 2023, an application was submitted by Clifford Deal, for a waiver to the typical street section as prescribed in Section 5.1.A, Street and right of way basic policies, of the Design Standards Manual, and

**WHEREAS**, on February 13, 2024, the Planning and Zoning Commission held public hearing, made an inquiry into the matter, and reviewed all the relevant information at a duly called public meeting, after which the Commission made a recommendation to the City Council; and

**WHEREAS**, on March 4, 2024, the City Council held a public hearing, made an inquiry into the matter, and reviewed all the relevant information at a duly called public meeting, and

**WHEREAS**, the City Council finds and determines that there are special circumstances existing on the property on which the application is made related to size, shape, area, topography, surrounding conditions, and location that do not apply generally to other property in the same area; and

**WHEREAS**, City Council finds and determines that a waiver is necessary to permit the applicant the same rights in the use of his property that are presently enjoyed, under Section 5.1.A, by other properties in the vicinity and zone, but which rights are denied to the property on which the application is made; and

**WHEREAS**, City Council finds and determines that the granting of the waiver on the specific property will not adversely affect the land use pattern as outlined by the land use plan and will not adversely affect any other feature of the comprehensive plan of the city; and

**WHEREAS**, City Council finds and determines that the waiver, if granted, will not be materially detrimental to the public welfare of the use, enjoyment, or value of property within the vicinity; and

**WHEREAS**, the City Council finds and determines the conditions attached to the waiver, if any, are necessary to achieve the purpose of Section 5.1.A; and

**WHEREAS**, the City Council finds and determines the strict enforcement of Section 5.1.A is impractical given the location of the subdivision being within the Extra Territorial Jurisdiction of



the City of Burleson and the maintenance practices and standards of county maintained roads within Johnson County.

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

**Section 1.**

City Council hereby grants a waiver and variance to Section 5.1.A of the Design Standards Manual, of the City of Burleson, requiring all roads to be built to a specified city standard with the following street section conditions:

- Three-course chip seal **or** 2 inches of asphalt; and
- 8 inches flex base to be laid in two equal courses compacted to 95% minimum density; and
- 8 inches of re-compacted subgrade to 95% minimum density

Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Section 5.1.A of the Design Standards Manual of the City of Burleson, shall apply to the street section for the Cliffwood Phase 3, subdivision.

**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

PETITION OF COUNTY ROAD 517 JOHNSON COUNTY

Case Number 23-327

TO: Planning & Zoning Commission and City Council, City of Burleson

Petition to block waiver request as per letter from City of Burleson dated February 1, 2024.

Subject Matter: We, the citizens of Johnson County and living on a dead end County Road 517 find the new waiver request to pour traffic from a new subdivision into our neighborhood would create a dangerous traffic flow problem.

We assume the waiver is requested because it doesn't meet all the requirements set forth in the existing **5.1 (Street and right of way basic policies)** a; c-1, 2, 3; d-1, 2, 3; **5.2 (Thoroughfare adequacy determination and traffic study requirements)** a-1, **5.4 (Street layout requirements)** a. Intersections 4 and 5-as per detail 60' right of way with visibility clips.

There is property owned by Mr. Adam Salazar in which the road passes his new home. His home is built, platted and permitted through the City of Burleson. The east edge of the right of way will be +/- 15' from the west edge of his house. He would like to speak to the city about that situation which is land purchased from Mr. Clifford Deal, the developer.

We the neighborhood respectfully ask the P&Z board and the City Council to decline the waiver Case Number 23-327 as per letter from the city, Date of Notice, Thursday February 1, 2024, and have the developer do a redesign for another option or alternate route for an exit road.

Respectfully, Petitioners as per the attached petition sheet of signatures that live on County Road 517.

CITY OF BURLESON, TEXAS (CASE# 23-327)				
PETITION PERTAINING TO COUNTY ROAD 517				
SIGNATURES APPEAR SHOWS IN CONSENT OF THE PETITION				
PRINTED NAME	SIGNATURE	STREET ADDRESS	CITY	ZIP CODE
Rick Hickman	Rick Hickman	7868 CR 517	ALVARADO	TX
Mary Hickman	Mary Hickman	"	"	"
Daid Childress	Daid Childress	8005 CR 517	Alvarado	TX
Connie Childress	Connie Childress	8005 CR 517	"	"
Paula Young	Paula Young	8039 CR 517	ALVARADO	TX
Butch Young	Butch Young	8039 CR 517	Alvarado	TX
Mary Snyder	Mary Snyder	8009 CR 517	Alvarado	TX
Joel Solomon	Joel Solomon	8009 CR 517	ALVARADO	TX
Nicole Snyder	Nicole Snyder	7801 CR 517	alvarado	TX
Heath Brown	Heath Brown	8000 CR 517	Alvarado	TX
Tarah "NIKE" Brown	Tarah "NIKE" Brown	8000 CR 517	Alvarado	TX
Ricardo Hernandez	Ricardo Hernandez	8029 CR 517	ALVARADO	TX.
Gloria Hernandez	Gloria Hernandez	8029 CR 517	Alvarado	TX
Reba Collins	Reba Collins	7817 CR 517	Alvarado	TX

817-458-2125

CITY OF BURLESON, TEXAS (CASE# 23-327)				
PETITION PERTAINING TO COUNTY ROAD 517				
SIGNATURES APPEAR SHOWS IN CONSENT OF THE PETITION				
PRINTED NAME	SIGNATURE	STREET ADDRESS	CITY	ZIP CODE
Mareus Deal	<i>Mareus Deal</i>	7915 CR 517	Alvarado	76009
Barbara Randall	<i>Barbara Randall</i>	7915 CR 517	Alvarado	76009
Curtis Biggs	<i>Curtis Biggs</i>	7737 CR 517	Alvarado	76009
C. Lyndee Biggs	<i>C. Lyndee Biggs</i>	7737 CR 517	Alvarado	76009
Thuy Biggs	<i>Thuy Biggs</i>	7709 CR 517	Alvarado	76009
Carrick Biggs	<i>Carrick Biggs</i>	7709 CR 517	ALVARADO	76009
Christina Biggs	<i>Christina Biggs</i>	7729 CR 517	Alvarado	76009
Melissa Collins	<i>Melissa Collins</i>	7817 CR 517	Alvarado	76009
Adan Salazar	<i>Adan Salazar</i>	817, 320-43-79	Alvarado	76009
Corina Salazar	<i>Corina Salazar</i>	817 350 34-97	Alvarado	76009

817-320-4379



















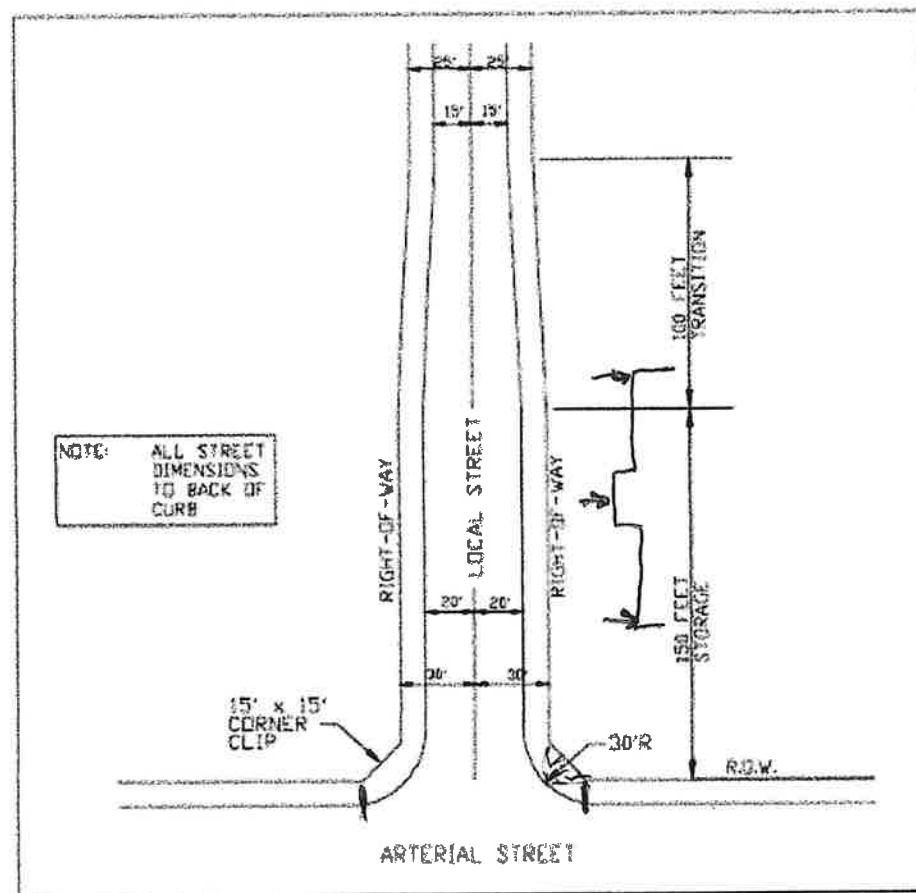












(5) Visibility easements, as required by the design standards manual, shall be dedicated at the intersection of all public streets.

(b) Block length. The following standards shall be followed in the design of residential blocks.

(1) Block lengths and cul-de-sacs shall be appropriate to the density and type of development as follows:

- If utilizing residential streets 31 feet in width, the maximum block length shall be 900 feet with a maximum of 30 lots.
- If utilizing rural standards, the maximum block length shall be 1,200 feet with a maximum of 30 lots.

(2) Alternative block lengths.

- The development services director and public works director may approve alternate block lengths under the following conditions:
  - Proximity to a railway, expressway, waterway;
  - Topographic features;
  - Design considerations for a planned development that generate the need for an alternative block length; or
  - An infill development with no alternate access.
- When considering a request, the development services director and public works director shall consider the following:
  - Alternative designs which would reduce block length;
  - The effect of long blocks on access, congestion and delivery of municipal services; and
  - Means of mitigation, including, but not limited to mid-block turnarounds, limitation on the number of lots to be created and served, temporary points of access, and additional fire protection measures.









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## City Council Regular Meeting

**DEPARTMENT:** Parks and Recreation  
**FROM:** Jen Basham, Parks and Recreation Director  
**MEETING:** March 4, 2024

---

**SUBJECT:**

Consider approval of awarding RFP 2024-003 Artificial Turf Baseball & Softball Fields with TGS Sports LLC in the amount of \$1,741,400 with a project contingency of \$174,400 for the conversion of Clydesdale, Shire, Paint, Appaloosa, Roan, Pasofina and Quarter fields at Chisenhall Fields to synthetic turf. *(Staff Contact: Allison Smith, Recreation Manager)*

**SUMMARY:**

To convert the existing infield of Clydesdale, Shire, Paint, Appaloosa, Roan and Quarter fields at Chisenhall Fields to synthetic turf. This conversion improves playability after rain events and enhances accessibility with even playing surfaces to maximize field usage.

**RECOMMENDATION:**

Staff recommends approving as presented.

**FISCAL IMPACT:**

Project: PK2410.35 Organization: 4505003 Object: 70045 Amount: \$1,915,800

**STAFF CONTACT:**

Jen Basham  
Parks and Recreation Director  
[jbasham@burlesontx.com](mailto:jbasham@burlesontx.com)  
817-426-9201



# Chisenhall Fields-Synthetic Turf Infield Conversion

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*March 4, 2024-City Council*

*Staff Contact: Jen Basham, Director  
of Parks and Recreation*



# Overview

- Background
- Existing Infield
- New infield
- Proposal Summary
- Award Summary
- Timeline
- Recommendations



# Background

- 2021- Parks researched opportunities to improve playability at Chisenhall Fields due to rainouts and requests for improved accessibility
- Early 2022- Synthetic field conversion added to Parks and Recreation's Capital Improvement Program (CIP)
- February 2023- Staff presented presentation for the installation of synthetic turf on Arabian field
- Summer of 2023- City council provided direction to convert more fields at once compared to one per year
- \$2,125,000 allocated for funding in 2023-2024 CIP for this project



# Current Infield

- Clay and Turf Surfacing
  - Requires occasional replenishment of material
  - Requires daily grooming
  - Requires weekly mowing and trimming
  - Requires daily marking
  - Requires drying maintenance after rain event
  - May require cancellation of play due to inability to dry field for safe play after rain events as clay is microporous soil that retains moisture



# New Infield

---

- Synthetic Surfacing
  - Requires occasional replenishment of material
  - May require patching of high use areas (Evaluate from season to season)
  - Requires daily grooming and balancing of infill material
  - Requires no mowing or fertilization
  - Requires no marking
  - Requires little to no drying maintenance after rain event
  - Play not as likely to be cancelled by rain events with synthetic turf infields drain quickly







- 7 fields will be completed in the 2024 project
  - Appaloosa
  - Paint
  - Roan
  - Clydesdale
  - Shire
  - Quarter
  - Pasofino



# Proposal Summary

---

- Request for Proposal (RFP) posted on November 28, 2023 for 5 fields with 2 fields added as separate alternates
- Closed for submissions on January 11, 2024
- 5 vendors submitted bids
- Evaluated 5 vendors based on:
  - Price
  - Project Approach
  - Experience
  - Key Personnel
  - Financial Capability
  - Compliance with the RFP





# Evaluation of Proposals

	Total	Price	Qualifications & Experience	Qualifications of Respondent Personnel	Overall Responsiveness	Relevant Experience with the City of Burleson	Financial Stability
Supplier	/ 100 pts	/ 25 pts	/ 20 pts	/ 20 pts	/ 15 pts	/ 10 pts	/ 10 pts
TGS Sports LLC	86	24	14.75	18.75	11.75	7.75	9
Hellas Construction	81.75	19	17.25	13.75	12.25	10	9.5
Paragon Sports Constructors	79.5	18	16.75	15.75	11	8.25	9.75
Sprinturf LLC	76.25	25	12	13.75	10	7	8.5
ForeverLawn Mid-Tex	34.75	19	2.5	2.5	3.75	2.5	4.5

# Award Summary

- Quote Range
  - Low: \$1,046,730
    - \$1,601,120 with 2 alternates
  - High: \$1,484,195
    - \$2,417,592 with 2 alternates
- After staff evaluation of RFP, staff recommends TGS Sports LLC for the conversion of fields to synthetic turf
  - \$1,741,400 with 2 alternates

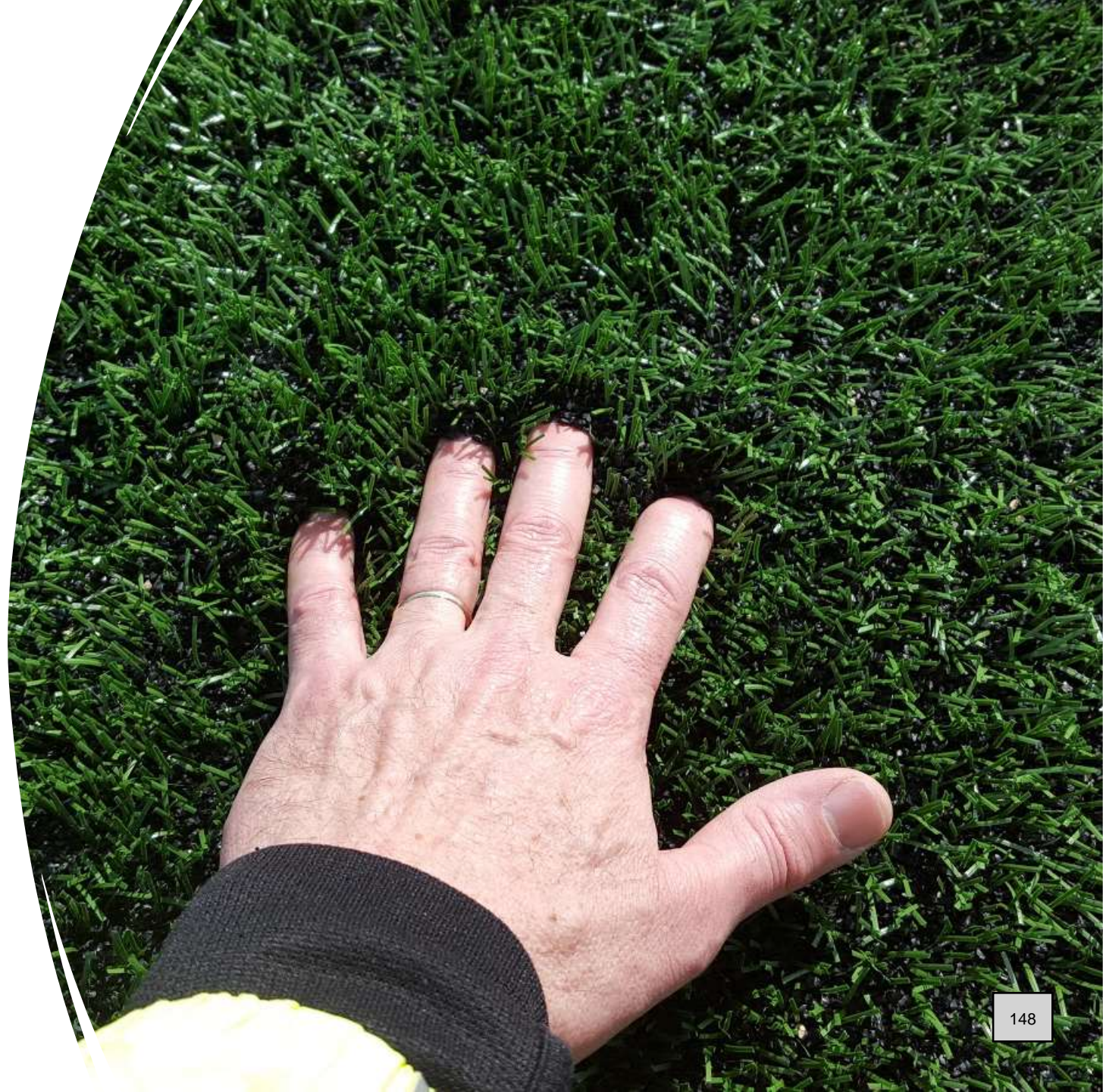




# TGS Sports Info

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- Local business out of Fort Worth, Texas
  - Owner and President is a Burleson resident
- Key personnel has 15-20+ years of experience installing synthetic turf
- Multiple references expressed TGS as one of the best contractors they have worked with due to their great customer service, responsiveness and quality of product
- Their approach to the project fits the needs of the city based on projected timeline for completion.







## Timeline

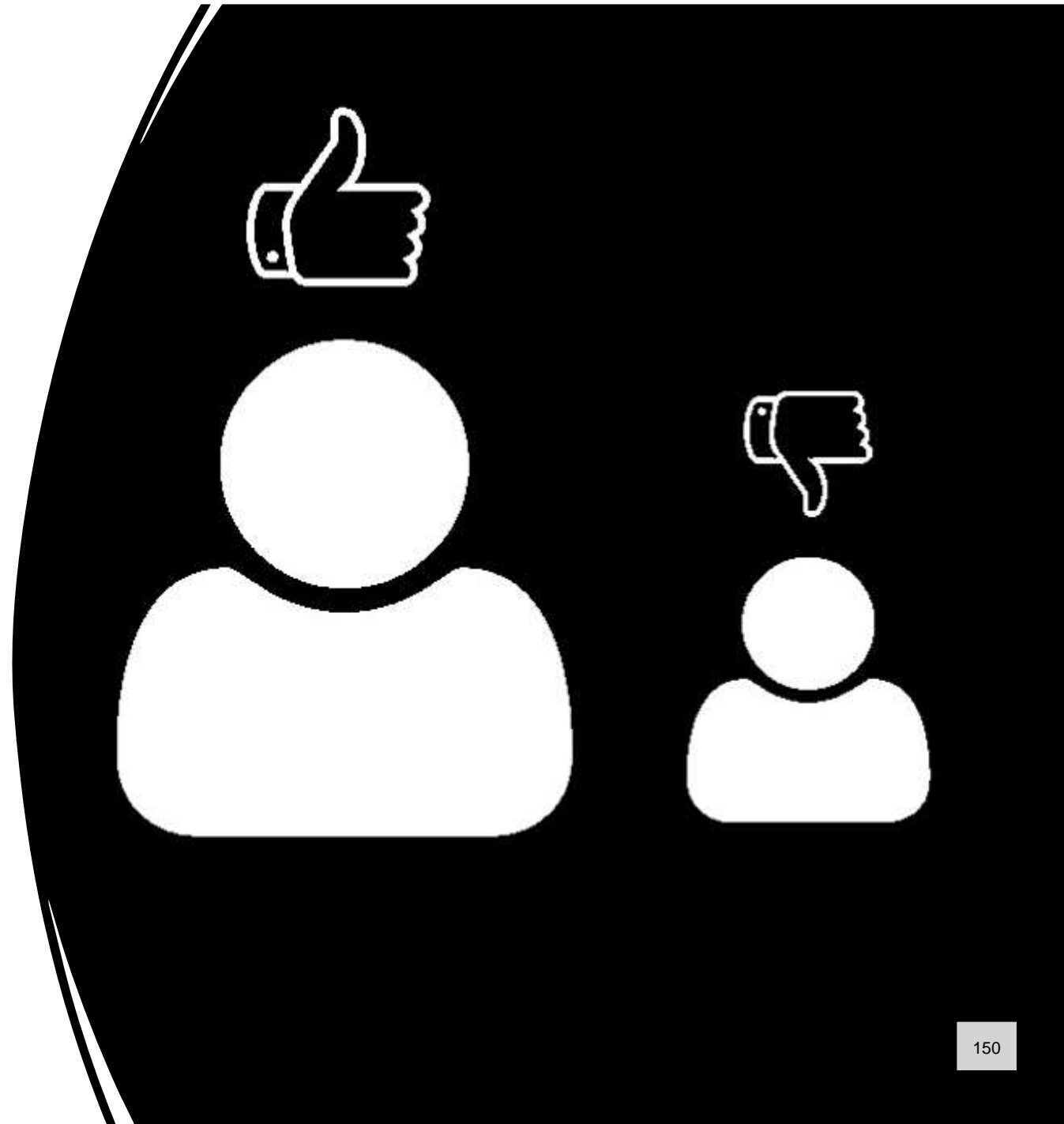
- February 15- Present  
construction contract to Parks Board for recommendation  
(Unanimous recommendation)
- March 4- Present  
construction contract to City Council for award consideration
- May 2024- Begin construction
  - No tournaments or league play scheduled during construction
- August 2024- Complete construction and open for play



# Recommendation

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- Recommend:
  - Approve a proposal with TGS Sports, LLC for the construction of 7 synthetic turf infields at Chisenhall park in the amount of \$1,741,400 with a project contingency of \$174,140
- Deny
  - Deny a proposal with TGS Sports, LLC for the construction of 7 synthetic turf infields at Chisenhall park in the amount of \$1,741,400 with a project contingency of \$174,140





# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

TGS Sports, LLC  
4410 W. Vickery Blvd., Suite 100  
Fort Worth, TX 76107

### OWNER:

(Name, legal status and address)

City of Burleson  
141 West Renfro  
Burleson, TX 76028

**BOND AMOUNT:** Five Percent of the Greatest Amount Bid (5% G.A.B.)

### PROJECT:

(Name, location or address, and Project number, if any)

New Artificial Turf Baseball and Softball Fields

### SURETY:

(Name, legal status and principal place of business)

American Alternative Insurance Corporation  
555 College Road East - P.O. Box 5241  
Princeton, NJ 08543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


Project Number, if any: RFP 2024-003

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of January, 2024

  
(Witness)

  
(Witness) Kim Alia

TGS Sports, LLC

(Principal)

(Seal)

(Title)

Diego Puentes, General Manager

American Alternative Insurance Corporation

(Surety)

(Seal)

(Title)

Yamillec Ramos, Attorney-in-Fact

Init.

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**CERTIFIED COPY**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

**Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos**

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**. Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24<sup>th</sup> day of September, 2021.



By:

*Michael G. Kerner*  
Michael G. Kerner  
President

Attest:

*Ignacio Rivera*  
Ignacio Rivera  
Deputy General Counsel & Secretary

**STATE OF NEW JERSEY, COUNTY OF SOMERSET**

The foregoing instrument was acknowledged before me by means of online notarization this 24<sup>th</sup> day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



*Jillian Sanfilippo*  
Jillian Sanfilippo, Notary Public  
State of New Jersey  
My Commission Expires February 8, 2026

**SECRETARY'S CERTIFICATE**

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 11th day of January, 2024.



**AMERICAN ALTERNATIVE INSURANCE CORPORATION**

*Ignacio Rivera*  
Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera  
Deputy General Counsel & Secretary

**TRS-1001-1**





## **Bond Verification**

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to:

[essuretyuwsupport@munichre.com](mailto:essuretyuwsupport@munichre.com)

## **Bond Claims or Notices**

Should you wish to file any notices to the Surety for this American Alternative Insurance Corporation bond(s) they should be sent via email, including all pertinent correspondence or information to:

[essuretyuwsupport@munichre.com](mailto:essuretyuwsupport@munichre.com)

or

Mail to: Munich Re Specialty Insurance  
437 Madison Avenue, 26th Floor  
New York, NY 10022  
Attn: Surety Bond Claims



## Appendix B – Proposal

### Submittal Checklist: (To determine validity of proposal)

- ☒ Appendix B (Pages B-1 through B-4) must be included in the proposal submittal
- ☒ Qualifications & Financial Information Questionnaire (Public files in Bonfire)
- ☒ Appendix C Standard Terms & Conditions
- ☒ House Bill 89 Verification Form (public files in Bonfire)
- ☒ Form 1295 Certificate of Interested Party (Public files in Bonfire)
- ☒ W9 (Public files in Bonfire)

All proposals submitted to the City of Burleson shall include this page with the submitted Proposal.

<b>RFP Number:</b>	<b>RFP 2024-003</b>
<b>Project Title:</b>	<b>New Artificial Turf Baseball &amp; Softball Fields</b>
<b>Submittal Deadline:</b>	<b>Thursday, January 11, 2025 at 10:00 AM (CST)</b>

**Submit Electronically\* to:**  
**<https://burlesontx.bonfirehub.com/login>**  
**\* Requires email account login and password.**

### Proposer Information:

<b>Proposer's Legal Name:</b>	Diego Puentes		
<b>Address:</b>	4410 W Vickery Blvd. Suite 100		
<b>City, State &amp; Zip</b>	Fort Worth, TX 76107		
<b>Federal Employers Identification Number #</b>	86-3737389		
<b>Phone Number:</b>	(817) 349-8050	<b>Fax Number:</b>	N/A
<b>E-Mail Address:</b>	info@sportsbytgs.com		

### Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.

Printed Name and Position of Authorized Representative: Diego Puentes - General Manager

Signature of Authorized Representative: 

Signed this 10th (day) of January (month), 2024 (year)

I learned of this Request for Proposals by the following means:

☐ Newspaper Advertisement

☒ Bonfire

☐ Other

completed with all questions answered in the provided order. Failure to submit this questionnaire may result in rejection of proposals without further consideration.

## 2. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: \_\_\_\_\_.
- B. Prime contractor HUB / MWBE registration number: \_\_\_\_\_.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.

## 3. Emergency Business Services Contact Notice

- A. During a natural disaster, or homeland security event, there may be a need for the City of Burleson to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.
- B. For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts.
- C. All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Burleson procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.
- D. The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: TGS Sports, LLC

Contract #: RFP 2024-003

Description: General Manager

Primary Contact (Name): Diego Puentes

Primary Contact Phone Numbers: Home: N/A Cell: (817) 994-2808

Secondary Contact (Name): Hector Puentes - President

Secondary Contact Phone Numbers: Home: N/A Cell: (817) 805-0181

After Hours emergency opening fee, if applicable: \$ None

City of Burleson RFP 2024-003  
New Artificial Turf Baseball & Softball Fields

- E. Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

**☒ Yes, Others can purchase  
purchase**

**☐ No, Only the City can  
purchase**



## QUALIFICATIONS AND FINANCIAL INFORMATION

ALL QUESTIONS MUST BE ANSWERED in the following order. FAILURE TO SUBMIT THIS WITH RESPONSE WILL RESULT IN REJECTION WITHOUT FURTHER CONSIDERATION.

1. Company Name, Address, Contact Information (name, email and phone) and type of organization (Corporation, Partnership, etc.). [TGS Sports, LLC - \(817\) 349-8050](#)  
[4410 W Vickery Blvd. Suite 100, Fort Worth, TX 76107 - info@sportsbytgs.com](#)
2. The years in business under the present company name and the name and years in business of any predecessor Respondents.  
[3 years](#)
3. Name and address of current bonding company and agent.  
[American Alternative Insurance Co. Blaine Allen 214-471-8328](#)
4. Provide your current bonding capacity and amount available.  
[Bonded: 7.5 million](#)      [Amount Available: 4.5 million](#)
5. Provide your most recent audited financial statement.  
[See attached](#)
6. A minimum of ten (10) K-12 school construction/references of similar work completed in the five years preceding the date of this RFP stating for each Owner name, address, contact person, phone number, contract amount, the class of work and the date.  
[See attached](#)
7. List projects your organization has committed to construct or that are in progress, as of the date of this RFP. Please specify: name/address of owner/agent, contract amount, type of Work, percentage completed and anticipated completion date.  
[See attached](#)
8. List any projects within the last five (5) years that resulted in substantial dispute i.e., mediation, arbitration or litigation with the Owner. Please specify: name/address of owner/agent, contract amount and type of work. Include detail of dispute and resolution.  
[N/A](#)
9. Have you ever failed to complete a project or had to replace a field due to product failure? If so, provide details.  
[No](#)
10. Have you ever been assessed liquidated damages? If so, provide details.  
[No](#)
11. List the principal individuals of your company, their current job title, the total years of experience they have in the construction industry and their current primary responsibility for your company.  
[See attached](#)
12. Does Respondent have any outstanding judgments pending against it? If yes, explain.  
[No](#)





13. Has Respondent ever been at any time in the last ten years the debtor in a bankruptcy case? If yes, explain.  
[No](#)
14. Has Respondent or any employee or agent of your company been convicted under state or federal antitrust laws (i.e.: price fixing, bid rigging, geographic market allocation, monopolization, predatory pricing, etc.). If yes, explain.  
[No](#)
15. Provide resumes of proposed personnel and descriptions of job responsibilities for this project. Include information that proves mandatory criteria are met.  
[See attached](#)
16. Provide copy of American Sports Builders Association Certified Field Builder certificate(s) held by Respondent personnel.
17. Provide a copy of turf warranty and third party insured warranty  
[See attached](#)

## Appendix C – Standard Terms & Conditions

**1. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:**

**A. Delivery of Products and/or Services**

- i. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- ii. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- iii. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- iv. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

**B. Miscellaneous**

- i. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- ii. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- iii. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- iv. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.

- v. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- vi. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- vii. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- viii. Compliance with HB 89: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

☒ **Yes, we agree**

☐ **No, we do not agree**

☐ **N/A**

- ix. Compliance with SB 252: Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Burleson.

☒ **Yes, we agree**

☐ **No, we do not agree**

## **2. Financial Responsibility Provisions**

- A. Insurance: The Proposer, 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 may require:
  - i. 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;
  - ii. 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;
  - iii. 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.
- B. Indemnification: **Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.**
- C. Term of Contract and Option to Extend
  - i. Any contract resulting from this RFP shall be effective until the completion of the project. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City.



TUFTED TURF

 **GreenFields**  
HIGH PERFORMANCE TURF

# ALLSPORT ULTRA

**With a blend of durable XP and playable Diamond fibers, teams can count on enhanced performance and durability from our premier tufted product.**

Durability doesn't just come from the unique fiber blend. We also added a higher face weight to this tufted product for enhanced durability. With varied diamond and slit film fibers, ALLSPORT ULTRA fields have a more natural look and feel than other tufted products.



## YARN

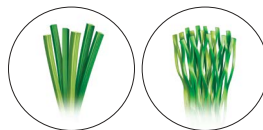
DENSITY (DENIER)	5,000/1 (XP); 8,000/4 (XWRD)
THICKNESS (MICONS)	100 (XP); 365 (XWRD)
MELTING POINT	128° C   260° F
BREAKING STRENGTH	11 lbs/force (XP); 15.9 lbs/force (XWRD)
LEAD CONTENT (PPM)	<100

## STANDARD COLORS

		
FIELD GREEN Pantone: 575C	LIME GREEN Pantone: 7496C	FIELD GREEN/ LIME GREEN**
		
BROWN Pantone: 1545C	NAVY BLUE Pantone: 282C	FLORIDA BLUE Pantone: 281C
		
GRAY Pantone: 422+429	BLACK Pantone: 000C	RED Pantone: 185C
		
ORANGE Pantone: 166C	BLUE LAGOON Pantone: 2925C	RED CLAY Pantone: 7526C
		
CRIMSON Pantone: 202C	BLUPLE Pantone: 268C	TAN Pantone: 728C
		
BRIGHT YELLOW Pantone: 136C	WHITE Pantone: 000	VEGAS GOLD Pantone: 466C

## TURF

### PILE CONTENT



UNIQUE DIAMOND MONOFILAMENT  
AND XP FIBER BLEND

TenCate U.V. resistant XWRD monofilament and TenCate U.V. resistant XP Blade Plus slit film

### PRIMARY BACKING

7.9 oz/yd<sup>2</sup>; TenCate K29 Backing (Double Layer Thiobac, black, U.V. stabilized, Layer 1: 100% PP, Layer 2: PET/PP blend)

### SECONDARY BACKING

22 oz/yd<sup>2</sup> Polyurethane coating with drainage holes

### TOTAL WEIGHT

81.9 oz/yd<sup>2</sup>

### PILE HEIGHT

2 inch

### FACE WEIGHT\*

52 oz/yd<sup>2</sup>

### MACHINE GAUGE

1/2 inch

### SET UP

2 ends/needle

### ROLL WIDTH

182 inch

### WATER PERMEABILITY

13.2 gal/yd<sup>2</sup>/min (unfilled)

### TUFT BIND (ASTM D1335)

≥ 9 lbs

### GRAB TEAR (ASTM D5034)

274 lbs length, 395 lbs width

### PILL FLAMMABILITY (ASTM D2859)

Pass



BEST FOR FOOTBALL,  
SOCCER, LACROSSE, AND  
MULTI-PURPOSE FIELDS

MADE IN THE  
**USA**

**TENCATE GRASS**

Pile Height, Max Thickness, Face Weight, Primary & Secondary Backing, and Total Weight can differ by ±10%. The Stitch Rate will change according to the exact specifications and can differ by ±1. Roll Width can differ by ±0.8 inch.

GreenFields has the right to alter each product specification in order to improve the system according to the latest standards. GreenFields is not legally liable in case of noncompliance with the above mentioned specifications.

\*Face Weight reflects entire length of yarn, including portion woven into backing, which is consistent with standard ASTM method of measuring tuft including back stitch.

\*\*High contrast (Lime XP & FG/L XWRD) and low contrast (FG XP & FG/L XWRD) available.



# ALLSPORT ULTRA CLAY

## ***ALLSPORT ULTRA CLAY***

**With a blend of durable XP and playable Diamond fibers, teams can count on enhanced performance and durability from our premier tufted product.**

Durability doesn't just come from the unique fiber blend. We also added a higher face weight to this tufted product for enhanced durability. With varied diamond and slit film fibers, ALLSPORT ULTRA fields have a more natural look and feel than other tufted products.



## YARN

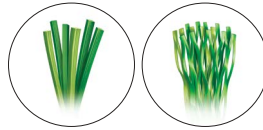
DENSITY (DENIER)	5,000/1 (XP); 8,000/4 (XWRD)
THICKNESS (MICONS)	100 (XP); 365 (XWRD)
MELTING POINT	128° C   260° F
BREAKING STRENGTH	11 lbs/force (XP); 15.9 lbs/force (XWRD)
LEAD CONTENT (PPM)	<100

## STANDARD COLORS

		
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ORANGE Pantone: 166C	BLUE LAGOON Pantone: 2925C	RED CLAY Pantone: 7526C
		
CRIMSON Pantone: 202C	BLURPLE Pantone: 268C	TAN Pantone: 728C
		
BRIGHT YELLOW Pantone: 136C	WHITE Pantone: 000	VEGAS GOLD Pantone: 466C

## TURF

### PILE CONTENT



UNIQUE DIAMOND MONOFILAMENT  
AND XP FIBER BLEND

TenCate U.V. resistant XWRD monofilament and TenCate U.V. resistant XP Blade Plus slit film

### PRIMARY BACKING

7.5 oz/yd<sup>2</sup>; TenCate K29 Backing (Double Layer Thiobac, black, U.V. stabilized, Layer 1: 100% PP, Layer 2: PET/PP blend)

### SECONDARY BACKING

20 oz/yd<sup>2</sup> Polyurethane coating with drainage holes

### TOTAL WEIGHT

79.5 oz/yd<sup>2</sup>

### PILE HEIGHT

1 3/4 inch

### FACE WEIGHT\*

52 oz/yd<sup>2</sup>

### MACHINE GAUGE

1/2 inch

### SET UP

2 ends/needle

### ROLL WIDTH

182 inch

### WATER PERMEABILITY

13.2 gal/yd<sup>2</sup>/min (unfilled)

### TUFT BIND (ASTM D1335)

≥ 9 lbs

### GRAB TEAR (ASTM D5034)

274 lbs length, 395 lbs width

### PILL FLAMMABILITY (ASTM D2859)

Pass



BEST FOR FOOTBALL,  
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**TENCATE GRASS**

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\*\*High contrast (Lime XP & FG/L XWRD) and low contrast (FG XP & FG/L XWRD) available.

# HECTOR PUENTES

4410 W Vickery Blvd, Suite 100, Fort Worth, TX 76107

[hpuentes@sportsbytgs.com](mailto:hpuentes@sportsbytgs.com)

817-349-8050

---

Visionary executive with proven history of successful leadership with companies and work forces in the sports construction market. Background includes playing a major role in the development of successful companies, which have been industry leaders in the synthetic turf and track construction market in the southwest region from design to completion of the job, experienced in every aspect of the construction process and customer relations.

## Professional Experience

### **TGS Sports, LLC.**

May 2021-Present – President

Recruitment and retention of skilled work forces, implication of new company structure, marketing strategies, branding, direct sales, estimating, project coordination, client relations, financial management and executive oversee of management team.

### **General Sports Surfaces**

2012-2021 – President

Recruitment and retention of skilled work forces, implication of new company structure, marketing strategies, branding, direct sales, estimating, project coordination, client relations, financial management and executive oversee of management team.

### **Texas Sports Builders Inc.**

2006-2012 – Executive Vice President

Recruitment and retention of skilled work forces, implication of new company structure, marketing strategies, branding, direct sales, estimating, project coordination and produced growth a startup company from 0 to 15+ million dollars revenue.



## **Track Masters Inc.**

2004-2006 –Estimator

Plan design reading, design recommendation, project estimating, design build budgeting, project feasibility studies, contract negotiating and contract execution.

2002-2004 – Project Manager

Regional coordination of superintendents, labor crews, equipment, materials, schedules, project report meetings, and the execution of multiple athletic fields and track projects across the state of Texas from start to finish.

2000-2002 – Project Superintendent

Onsite coordination of labor crews, equipment, materials, schedule and execution of athletic turf and track projects from start to finish.

### **Certifications**

- Certified Track Builder (CTB) by ASBA
- Certified Field Builder (CFB) by ASBA

# CARLOS TORRES

4410 W Vickery Blvd, Suite 100 • Fort Worth, TX • 76107

(817) 295-6616

---

## Synthetic Turf Specialist

Over 13 years of experience in the construction business from demolition to work completion adding to 100 completed sports projects including football, soccer, baseball, softball and running track surfaces. Strengths include demolition, grading, installation of drainage systems, running track installation, conversion of natural grass fields to synthetic turf, accessories installation and expert installer of synthetic turf, markings and logos. Master the seaming and sewing turf techniques, expert in the use of materials for turf installation, markings and installation of all the sports accessories from goal posts, bases and foul poles with vast knowledge of the field regulations per NFL and the National Federation of State High School Association (NFHS). Quick response to unexpected job situations problem solver, excellent leader and extensive knowledge on the construction process, leader in quality control for the various construction materials used on each of the phases of the construction process.

## Professional Experience

### March 2021 to Present | TGS Sports LLC.

- Overview projects from start to finish.
- Expert installer of turf, logos and markings.
- Coordinate training of construction teams on site-for specific project requirements, techniques and procedures.
- Sustain safety protocols by ensuring proper and safe handling of equipment and materials.
- Wide knowledge of quality construction materials used at various stages of construction.
- Dedicated to completing all projects under cost and by the deadline.
- Oversee work crews, quality control, project coordination, and schedule.
- OSHA 10 certified, used hand tools to mount, install, and secure tools.

### March 2013 to April 2021 | General Sports Surfaces

- Overview projects from start to finish.
- Expert installer of turf, logos and markings.
- Coordinate training of construction teams on site-for specific project requirements, techniques and procedures.

- Sustain safety protocols by ensuring proper and safe handling of equipment and materials.
- Wide knowledge of quality construction materials used at various stages of construction.
- Dedicated to completing all projects under cost and by the deadline.
- Oversee work crews, quality control, project coordination, and schedule.
- OSHA 10 certified, used hand tools to mount, install, and secure tools.

## **February 2012 to March 2013 | Soccer Builders LLC**

- Collaborate in projects including remodeling, new construction, planification and installation of new construction of synthetic turf surfaces indoor and outdoor and conversion of natural grass to synthetic turf.

## **January 2007 to January 2012 | Texas Sports Builders Inc.**

- Team worker for construction of new football, soccer, baseball, softball and running track surfaces. Collaborate in projects including remodeling, new construction, planification and installation of new construction of synthetic turf surfaces indoor and outdoor and conversion of natural grass to synthetic turf.

## **Certifications**

- Heavy Machinery Operation
- Trenching and Excavation
- Hazardous Materials
- Fire Safety
- Tool Safety
- OSHA 10
- OSHA 30
- Work zone safety
- Electrical Safety

## **Remarkable Projects in the past 3 years:**

- US Bank- Vikings Stadium - Turf removal and turf replacement with markings and logos for the NFL football field.
- Owasso Public Schools Track Field - removal and Installation of synthetic turf at the high school track field with football, lacrosse and soccer markings.
- Owasso Public Schools Football Field - Installation of Synthetic Turf with logo and markings.
- Madill Public Schools High School Stadium - Installation of synthetic turf for the high school field with logos and football/soccer markings.
- Soccer Zone Dallas. Installation of synthetic turf for two indoor soccer field and markings.
- Putnam City Public Schools High School Football Field - Removal and Installation of synthetic turf for the Football Field with logos and football/soccer markings.
- Edmond Public Schools - Installation of synthetic turf at the Edmond Memorial High School Stadium with football/ soccer markings.

- DISD Forester Athletic Complex Renovation. - Installation of four softball fields for high school and markings.
- Harmony Cypress Houston – Installation of synthetic turf for a soccer field with markings.
- Harmony School of Technology Houston- Installation of synthetic turf for a soccer field with markings.
- Harmony School of Innovation Waco - Installation of synthetic turf and markings for a soccer field.
- West Orange-Cove High School CISD - Installation of synthetic turf with Football and soccer markings.
- Owasso Public Schools Softball Field – Installation of synthetic turf for the infield and outfield areas with markings.
- Owasso Public Schools Baseball – Installation of synthetic turf for the infield and outfield areas with markings.
- Bartlesville Public Schools – Installation of synthetic turf on the infield areas bod the baseball and softball fields with logos and markings,
- Altus Public Schools. – Installation of synthetic turf in the infield area with markings.
- City Futsal – Installation of synthetic turf for a soccer field with markings.
- D-Bat – Installation of synthetic turf on the batting cages
- Sunset Soccer Complex – Installation of synthetic turf on two soccer fields.
- DISD South Oak Cliff High School. Installation of synthetic turf for Football and soccer markings.

### **Older projects:**

- Indoor Soccer Zone – Soccer Field
- Tatum High School – Synthetic Turf Football Field
- Game On Soccer Field
- Louisiana State University - Baseball Field
- Southern Methodist University - Football Field
- Colorado City High School- Football Field
- Manor High School- Football Field
- Elgin High School- Football Field
- Dripping Springs High School- Football Field
- Oklahoma University - Baseball Field
- John Paul II High School- Football Field
- Roscoe Collegiate High School- Football Field
- Roscoe High School- Four Soccer Zone Complex
- Apex Complex- More than 20 D- BAT
- Montgomery County Detention Center- New Synthetic Soccer Fields
- Lumberton ISD – New Stadium Turf and Track
- Harmony School of Science -Eules – New Turf Field
- Plainview Public School – New Stadium Turf and Track
- Abilene Christian University – Baseball and Softball Turf Renovations
- Argyle ISD – Argyle HS Baseball, Softball and Indoor Turf Field Renovations
- Concordia University – New Softball Field
- First Baptist Bossier – 3 Full Size Football/Soccer Field Complex
- Crowley ISD – CHS Baseball and Softball Fields / NCHS Baseball and Softball Fields (4 Fields)
- The Woodlands Soccer City - Soccer Field



- Garland ISD - Williams Stadium-Track & Field
- Harmony Science Academy – Soccer Field
- Harmony School – Soccer Field
- Southwest ISD – Synthetic Football Field
- Northwest State University – Baseball Field
- Harmony School of Innovation – Soccer Field
- Chilton ISD Football Stadium
- Kaleidoscope 8 Baseball Fields
- M&M Indoor Soccer Center
- Allen Station Park – Construction of 4 Softball Fields
- Game on Arena – Soccer Field
- Fort Gibson HS Athletic Field Construction
- TCU Lupton Stadium – Baseball Batting Cages
- Houston Texans Indoor Facility
- Gary ISD Baseball Field Construction
- Okmulgee High School Track and Field
- Pioneer Heritage MS – Running Track Installation
- Prestonwood Christian Academy – Running Track Construction
- Concordia University Texas – Baseball Field Construction
- Texas Lutheran University – Football Field, Running Track and Softball Field
- Wall HS – Running Track Installation
- Pebble Hills HS – Synthetic Football Field
- Greenwood HS – Running Track
- Foro Soccer Complex – Soccer Field
- Crystal City ISD Stadium Field Construction
- Rice University Batting Cages
- Lorena ISD – Running Track Installation

# MIGUEL MARTINEZ

4410 W Vickery Blvd, Suite 100 • Fort Worth, TX • 76107

(817) 880-3427

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## Surface Installation Specialist

Over 10 years of experience in the installation of synthetic track surfaces, with over 100 completed projects. Duties include demolition, grading, installation of drainage systems for synthetic turf and running tracks. Excellent skills and understanding of the track system construction process as well as markings and accessories installation per drawings and specs, with vast understanding of the track and field regulations per the National Federation of State High School Association (NFHS). Problem solver, excellent leader, quick response on site as well as quality control for the various construction materials used on each of the phases of the construction operations site.

## PROFESSIONAL EXPERIENCE

### May 2021 to Present. TGS Sports LLC.

- Overview athletic projects from start to finish.
- Coordinate training of construction teams on site-for specific project requirements, techniques, and procedures.
- Sustain safety protocols by ensuring proper and safe handling of equipment and materials.
- Wide knowledge of quality construction materials used at various stages of construction.
- Dedicated to completing all projects under cost and by the deadline.
- Oversee work crews, quality control, project coordination, and schedule.
- Perfect knowledge in demolition and drainage, installation of track surfaces.
- Company representative Liaison with the GC; or school officials.

### March 2013 to April 2021. General Sports Surfaces

- Overview athletic projects from start to finish.
- Coordinate training of construction teams on site-for specific project requirements, techniques, and procedures.
- Sustain safety protocols by ensuring proper and safe handling of equipment and materials.
- Wide knowledge of quality construction materials used at various stages of construction.
- Dedicated to completing all projects under cost and by the deadline.
- Oversee work crews, quality control, project coordination, and schedule.
- Perfect knowledge in demolition and drainage, installation of track surfaces.
- Company representative Liaison with the GC; or school officials.

## May 2009 to 2012 . Texas Sports Builders

- Coordinate daily tasks according to priorities and plans, making changes when necessary due to weather, supply, delivery and personnel.
- Delegating individual responsibilities and projects to crew members and contractors.
- Collaborate in Overview athletic projects from start to finish.
- Coordinate training of construction teams on site-for specific project requirements, techniques, and procedures.

## CERTIFICATIONS

- Heavy Machinery Operation
- Trenching and Excavation
- Hazardous Materials
- Fire Safety
- Tool Safety
- OSHA 10
- OSHA 30
- Work Zone Safety
- Electrical Safety
- Heavy Equipment Certificate
- CRP Training
- Overview athletic projects from start to finish.
- Coordinate training of construction teams on site-for specific project requirements, techniques, and procedures.
- Sustain safety protocols by ensuring proper and safe handling of equipment and materials.
- Wide knowledge of quality construction materials used at various stages of construction.
- Dedicated to completing all projects under cost and by the deadline.
- Oversee work crews, quality control, project coordination, and schedule.
- Perfect knowledge in demolition and drainage, installation of track surfaces.

## Remarkable Projects in the past 3 years

- West Orange-Cove High School CISD – Installation of drainage system for the football field to receive synthetic turf.
- Edmond Public Schools, Memorial High School Track – New construction of a running track and field events.
- Owasso Public Schools Running Track and Synthetic Turf Football Field – Conversion of natural grass to synthetic turf for a football field and track resurfacing and striping.
- Yukon Public Schools – Middle School running track replacement and striping.
- Lake Travis ISD Middle School Running Track – Running track resurfacing and striping.
- DISD Pleasant Grove Athletic Complex Running Track – Full build construction of the running track and field events.
- West Orange-Cove High School CISD – Installation of drainage system for the baseball and softball fields to receive synthetic turf.
- DISD South Oak Cliff High School. Installation of drainage system Football field to receive synthetic turf.

- Owasso Public Schools Softball Field – Demolition and installation of the drainage system to receive synthetic turf.
- Edmond Public Schools, North High school Track – Retop of the running track and events.
- Winnsboro ISD – New high school track construction and field events.
- Marshall Public Schools – Resurfacing of the high school running track.
- Houston ISD Lawson Middle School – Full build construction of the running track and field events.
- Miami ISD – Improvements on the 400 meter track and field events
- Collinsville Public Schools – High School track resurfacing.
- Rockwall ISD Wilkerson Sanders Memorial Stadium – Resurfacing of the running track
- Madill Public Schools Running Track – Improvements to the running track and field events.
- Edmond Public Schools, Santa Fe High School Track – Retop of the running track and events.
- Newkirk Public Schools – Installation of new running track and field events.
- Oologah-Talala Public Schools – Track Resurfacing for the High School.
- Pilot Point ISD Middle School- Track resurfacing.
- Burleson ISD Hidden Creek Middle School – Full built construction of the running track and field events.
- Putnam City West Public Schools – Running Track Resurfacing
- West Hardin CISD – Improvements to the running track and field events, including track surface.
- Prague Public Schools. Running Track Replacement
- Lufkin ISD – Improvements to the running track and field events.
- US Bank- Vikings Stadium - Turf removal and turf replacement with markings and logos for the NFL football field.
- Owasso Public Schools Baseball Field – Demolition and installation of the drainage system to receive synthetic turf.
- DISD Forester Athletic Complex Renovation. - Installation drainage system in four softball fields to receive synthetic turf.
- Bartlesville Public Schools Bill Doenges Stadium – Installation of drainage system for the baseball field to receive synthetic turf.

## Older Projects

- Jacksonville High School- Track and Field
- Lumberton High School Track and Field
- East Chambers High School Football Field
- Checotah Public Schools - Track and Field Events Resurfacing
- Ojeda Middle School
- Austin ISD Tracks
- Rusk High School Track and Tennis Courts
- Northwest High School E layer
- Harmony School of Innovation Dallas – Track and Field
- Coweta Public Schools – Coweta HS Track Renovations and Resurfacing
- Warner Public Schools – High School Track Renovations and Resurfacing
- Olle Middle School Track
- Fort Worth Country Day School- Construction of New Field Events
- Dallas International School Track
- Montgomery County Detention Center- New Synthetic Soccer Fields
- Alief ISD – Olle Middle School Running Track Renovations and Resurfacing



- Frenship ISD – 3 New District Track Renovations and Resurfacing
- Lumberton ISD – New Stadium Turf and Track
- University of the Incarnate Word- Track and Field Events Resurfacing
- Plainview Public School – New Stadium Turf and Track
- Liberty High School- Frisco Independent School District - Track and Field Events Resurfacing
- Lake Travis ISD – Middle School Track Additions
- Argyle ISD – Argyle HS Baseball, Softball and Indoor Turf Field Renovations

# DIEGO PUENTES

4410 W Vickery Blvd, Suite 100, Fort Worth, TX 76107

[d.puentes@sportsbytgs.com](mailto:d.puentes@sportsbytgs.com)

817-349-8050

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## **Specialty Field: Construction of Athletic Facilities**

Over 2 years of experience. Strengths include excellent organization skills, critical thinking, detail oriented and data analysis for the estimating of potential projects. Dedicated to bid projects accurately with deep understanding of the scope of work to ensure that nothing was overlooked for the development of each specific project.

### **Professional Experience**

#### **May 2021 to Present – TGS Sports, LLC. – General Manager**

- Understanding of sports construction projects, fields operations and procedures.
- Analyzing potential projects to bid accurately, considering all the scope of work pertaining to the specifics of the job.
- Gathering proposals, blueprints, specifications and related documents to identify labor, material, equipment and time requirements of the projects.
- Great communication skills to contact vendors and negotiate competitive pricing for bid purposes that will roll over to operations once the project has been awarded to the company.
- Skillful at time management to meet bid delivery deadlines.

#### **Summer 2018 to May 2021 General Sports Surfaces – Estimator**

- Understanding of sports construction projects, fields operations and procedures.
- Analyzing potential projects to bid accurately, considering all the scope of work pertaining to the specifics of the job.

- Gathering proposals, blueprints, specifications and related documents to identify labor, material, equipment and time requirements of the projects.
- Great communication skills to contact vendors and negotiate competitive pricing for bid purposes that will roll over to operations once the project has been awarded to the company.
- Skillful at time management to meet bid delivery deadlines.

# STEVEN YOUNG

534 County View Ln Garland, TX 75043 ▪ 817-228-8205 ▪ s.young@sportsbytgs.com

## SALES AND MARKETING PROFESSIONAL

Dynamic sales and marketing career with 20+ years of success increasing revenues and profitability to support business growth and organizational goals. Adept at building and coaching high-performance teams to achieve aggressive sales goals. Keen ability in planning, goal setting, and strategy implementation. Forge and maintain customer relationships based on trust and integrity. Combine strong negotiation, closing, and customer management skills to contribute to multimillion-dollar sales goals. Analytical, goal-oriented, professional, and top-performing. Skilled with Microsoft Word, Excel, PowerPoint, Outlook, and the Internet.

### ~ Key Strengths ~

Strategic Sales & Marketing Team Development & Leadership Revenue & Profit Growth Market Evaluation & Expansion New Business Development	Customer Relationship Management \$MM Territory Management Contract & Price Negotiation High Profile Sales Presentations Cold Call Selling	Key Account Management Consultative/Solution Selling Relationship Building Customer Service & Satisfaction Sales Training & Supervision
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### Professional Experience

TGS Sports LLC. Fort Worth, Texas  
*Director of Sales* 1/2023 to Present

Travel throughout the Midwest Region of the U.S. to market and sell sport construction products and services to colleges, schools, sports arenas, and government customers to increase revenue and profitability, and drive organizational success. Manage sales and marketing, multimillion-dollar territory, customer accounts, and business development and marketing plans. Lead and direct 70+ sales associates, construction staff, and office personnel in revenue-creating segments of the organization.

- Developed and implemented new business development and marketing plans to promote rapid growth and achieve multimillion-dollar sales goals.
- Provided strong organizational leadership to empower the sales team to achieve sales goals.
- Delivered \$20M in sales and increased new business accounts by 70% within two years of employment.
- Hired and recruited staff to carry out job functions to make our company successful.
- Attended job and career fairs to market our company to potential employees and clients around the region.

GENERAL SPORTS SURFACES Wichita, KS  
*Director of Sales* 2/2017 to 12/2021

Travel throughout the Midwest Region of the U.S. to market and sell sport construction products and services to colleges, schools, sports arenas, and government customers to increase revenue and profitability, and drive organizational success. Manage sales and marketing, multimillion-dollar territory, customer accounts, and business development and marketing plans. Lead and direct 70+ sales associates, construction staff, and office personnel in revenue-creating segments of the organization.

- Developed and implemented new business development and marketing plans to promote rapid growth and achieve multimillion-dollar sales goals.
- Provided strong organizational leadership to empower the sales team to achieve sales goals.
- Delivered \$20M in sales and increased new business accounts by 70% within two years of employment.
- Hired and recruited staff to carry out job functions to make our company successful.
- Attended job and career fairs to market our company to potential employees and clients around the region.

REMEDY SPORTS Dallas, TX  
*Director of Sports and Marketing* 10/2015 to 12/2016



**Appendix B – Proposal (continued)**

**1. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:**

**A. Proposed Products and/or Services**

Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

**B. Qualification and Experience:**

Qualifications of the proposed project team members, including identification of the project manager.

Include specific experience in artificial turf construction and installation for K-12 schools, municipalities, and/or universities.

Provide concise resumes for all staff to be assigned. Proposer must commit that the staff identified in its proposal will be actually assigned to this project.

**C. Methodology:**

Proposer must describe in detail how it will successfully meet the tasks described in the Scope of Services in Appendix A.

Detailed explanation of the methodology including needs assessment, RFP responses, negotiations, reference checks and post implementation audit.

A timeline indicating major milestones and estimated time to complete the project is required.

**D. Rates and Fees:**

A detailed breakdown of all expenses expected to be billed to the City. A list of hourly rates of proposed project team members shall also be included.

The cost breakdown should be organized by the tasks defined in the Scope of Services in Appendix A to include the estimated hours necessary to complete each task.

**E. References:**

Provide a list of ten (10) references for construction projects in various sectors, including K-12 schools, universities and/or municipal work, which have been completed in the five years preceding the date of this RFP.

For each reference, include the Owner's name, address, contact person, phone number, contract amount, the class of work, and the date of completion.

**F. Qualifications & Financial Information Questionnaire**

The Qualifications and Financial Information Questionnaire document must be

Assisted the owner in identifying and purchasing sport venue companies located throughout Texas for investment purposes. Scheduled and attended meetings, made high-level presentations, assessed company financials and risks, and negotiated prices.

HELLAS SPORTS CONSTRUCTION

Andover, KS

***Business Development Manager***

7/2009 to 10/2015

Recruited with the challenge to increase sales and revenue for this multimillion-dollar company selling turf and track construction products and services to prospective customers located throughout the Midwest. Assessed customer needs, developed proposals, made high-level presentations, negotiated prices, and closed the sale.

- Increased sales by 50% within the first two years of employment.
- Received numerous incentive rewards for achieving top sales and increasing accounts.
- Developed and maintained excellent relationships with customers.

City of Wichita, Police Department

Wichita, KS

2/87 to 6/2007

Duties:

**Patrolman** for two years. Assist citizens that called 911 with problems, write citations, arrest citizen.

**Human Resources Director:** Give first contact interview for all Police Applicants, Administer Physical Agility for all applicants, schedule polygraph for selected applicants, schedule final interview for selected applicants.

Assist with selecting applicants for police academy.

Assist with training with all recruits while in 30-week police academy.

Provide all training for security officers in the city of Wichita.

Hired over 200 police officers in the city of Wichita.

Scheduled and attended job fairs throughout the country.

## Education

- Bachelor's Degree in Criminal Justice, Washburn University, Topeka, KS
- Associate of Science in Law Enforcement, Fort Scott Community College, Fort Scott, KS

**TGS Sports LLC**  
**INCOME STATEMENT**  
For Month Ending October 31, 2023

**INCOME**

Contract Revenue	\$ 7,628,110.98	
Other Income	344,859.29	
<b>TOTAL INCOME</b>	-----	<b>\$ 7,972,970.27</b>

**COST OF CONSTRUCTION**

Job Labor	1,099,075.67	
Job Material	3,151,858.70	
Job Sub-Contract	821,121.05	
Job Miscellaneous	687,677.17	
Job Equipment	1,000,043.83	
<b>TOTAL COST OF CONSTRUCTION</b>	-----	<b>6,759,776.42</b>

Gross Profit	1,213,193.85
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**GENERAL & ADMINISTRATIVE**

Website Expenses	23,962.86	
Accounting Services	9,841.25	
Auto	22,512.13	
Auto	33,684.37	
Bank Charges	9,954.67	
Dues & Subscriptions	519.00	
Monthly Payments	5,371.88	
Equipment Repairs	999.81	
Insurance	79,153.24	
Interest Expense	83,042.03	
Legal & Accounting	4,676.15	
Licenses	409.00	
Hardware	30,102.86	
Office Expense	5,172.71	
PR Taxes & Ins	112,902.31	
Rent	39,191.66	
Professional Services	21,924.09	
Postage and Mail	716.20	
Sales Tax	53.00	
Sales Fuel	9,523.60	
Salaries - Officers	87,290.00	
Salaries - Office	177,217.00	
Small Tools & Supplies	528.06	
State and Local Taxes	1,396.68	
Telephone & Internet	18,657.30	
Travel Fuel	66,076.90	
<b>TOTAL GENERAL &amp; ADMINISTRATIVE</b>	-----	<b>844,878.76</b>

Operating Profit	368,315.09
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Net Income Before Taxes	368,315.09
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**TAXES ON INCOME**

Federal Income Tax	9,430.00	
<b>TOTAL TAXES ON INCOME</b>	-----	<b>9,430.00</b>

Net Income	\$ 358,885.09
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## ASSETS

## Current Assets

Comerica Regular Checking	\$ 61,324.84	
Comerica Payroll Checking	2,840.09	
Chase Bank	23.96	
Vista Bank	94,216.30	
Chase Cards	1,243.73	
Debit Card 6449	326.74	
Accounts Receivable	1,142,712.81	
Accounts Receivable -Retainage	386,959.56	
Pre Paid Vendors	507,225.87	
Officers	138,964.51	
Advance to Employees	5,314.16	
Prepaid Sub GSS	173,250.61	
Total Current Assets	-----	\$ 2,514,403.18

## Fixed Assets

Construction Equipment	20,598.20	
Vehicles	180,375.62	
Office Furniture & Equipment	14,386.88	
Total Fixed Assets	-----	215,360.70

## Other Assets

Deposits	5,984.75	
Total Other Assets	-----	5,984.75

TOTAL ASSETS	-----	\$ 2,735,748.63
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## LIABILITIES AND STOCKHOLDERS EQUITY

## LIABILITIES

## Current Liabilities

Accounts Payable	1,064,216.71	
Working Capital Loan	393,036.22	
Credit Card Comerica Bank	20,437.42	
Note Payable Officers	1,075.25	
FICA and Federal Payable	42,219.11	
Federal Unemployment Liability	7,008.43	
Total Current Liabilities	-----	1,527,993.14

## Long-Term Liabilities

Note Payable (Vehicles)	79,684.66	
Total Long-Term Liabilities	-----	79,684.66

TOTAL LIABILITIES	-----	1,607,677.80
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## STOCKHOLDERS EQUITY

Capital Stock	100,000.00	
Retained Earnings	669,185.74	
Profit and Loss	358,885.09	



TOTAL STOCKHOLDERS EQUITY	-----	1,128,070.83
TOTAL LIABILITIES AND STOCKHOLDERS EQUITY		\$ 2,735,748.63 =====

**MANUFACTURER'S LIMITED WARRANTY 8 YEARS NON-  
PRORATED GREENFIELDS® TUFTED TURF**

1. **Limited warranty.** Subject to the terms, conditions and limitations contained in this Limited Warranty, Greenfields USA ("Greenfields") warrants the person, firm or entity indicated on the signature page hereof ("Purchaser"): That under normal, ordinary use the Greenfields tufted turf product Purchaser acquired ("Product") will, for the Relevant Period as determined in Table A from the Substantial Completion Date, (1) be free from defects in material and workmanship and (2) with respect to the yarn component thereof, maintain UV-stability. The yarn component of the Greenfields tufted turf Products acquired by Purchaser will be deemed to have maintained its UV-stability if (i) the original tensile strength of the Product does not decrease by more than fifty percent or (ii) the tuft bind strength is not less than 6 lbs/force during such normal and ordinary use for the identified applications herein. This warranty is only valid for the original installation pursuant to the terms and conditions herein. Purchaser must promptly inspect all Products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages or non-conformities in the Products are discoverable by inspection upon delivery of the Products, all obligations of Greenfields to Purchaser with respect to such defects, shortages and non-conformities shall be deemed to be satisfied, and all Products shall be deemed to be free of such defects, shortages, and non-conformities unless Purchaser notifies Greenfields of such defects, shortages, or non-conformities in writing within 30 days after the date of delivery.

2. **Remedy.** As Purchaser's sole and exclusive remedy should the Product fail to perform as warranted above, Greenfields will, at its discretion, provide sufficient product to either replace (i) the affected area or (ii) the full field. If Greenfields no longer offers the original Product, it will provide one of equivalent grade as that warranted hereunder. Replacement of Product shall not extend the Relevant Period. This Limited Warranty and the foregoing exclusive remedy do not include any costs associated with removal or disposal of defective product or the installation of replacement product and such costs are expressly disclaimed. IN NO EVENT SHALL THE OBLIGATIONS OF GREENFIELDS HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE RECEIVED BY GREENFIELDS FOR PRODUCTS WARRANTED HEREUNDER AND ACQUIRED BY PURCHASER.

3. **Exclusions and Limitations on coverage.** This warranty does not apply: (i) if the Product is used for any application other than a sports playing surface (i.e., football, lacrosse, hockey, soccer, rugby, baseball, softball, etc.) and the listed Intended Use; (ii) to any damage caused during or on account of improper processing, installation, or repair; and/or (iii) to the extent that any defect or damage is caused by: (a) Burns, cuts, accidents, vandalism, abuse, negligence, or neglect; (b) Improper design, type, or failure of the sub-base of the sports field or court; (c) Wear or abrasion caused by an inadequate or improper sub-base; (d) Use of infill products of an incorrect grade (according to accredited test institutes, such as ISA-Sport/Labosport, or other test institutes accredited by Greenfields) or containing chemicals that cause or contribute to any chemical reaction that damages the yarn (such as, without limitation infill made in whole or in part from volcanic ash, including, but not limited to Clinoptilolite zeolite); (e) Failure to maintain infill products at the correct level (according to accredited test institutes, such as ISA-Sport/Labosport, or other test institutes accredited by Greenfields); (f) Use of inappropriate footwear (e.g., metal cleats, spikes or similar projections other than conventional rubber knob cleats designed for football, soccer, or baseball), flat soled shoes, or other sports equipment; (g) The playing surface being used other than for the purpose for which it was designed and installed; (h) Use of chemicals (including unapproved cleaning agents), herbicides or pesticides that cause a chemical reaction detrimental to the Product; (i) Use of improper cleaning methods; (j) Acts of God or other conditions beyond the reasonable control of Greenfields (including, without limitation, accident, fire, misuse, negligence, improper installation, improper storage, modification, alteration, tampering, vandalism); (k) Post fibrillation after or during installation for purposes other than to get the infill materials in place; or (l) Failure to properly maintain, protect or repair the turf in accordance with the most recent Greenfields Maintenance Manual applicable to the Product; (m) Inappropriate use of the Product as described in maintenance manuals published by Greenfields; (n) Static or dynamic loads exceeding manufacturer specifications; (o) Excessive use (more than 3000 playing hours annually and/or other unapproved use); (p) Normal or expected wear and tear (all synthetic turf is subject to normal or expected wear and tear. Normal or expected wear and tear is not a manufacturing defect and is not covered by this warranty. In addition to the factors mentioned above, wear and tear depends on, without limitation, the construction of the synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge) and the intensity of use of the synthetic turf). Wear in batters boxes, catchers boxes, around bases, down base paths and on artificial mounds are not covered by this warranty. Metal or steel spike damage to any portion of the turf is excluded.; ) Field use of any type prior to signed certificate of completion will void the warranty.; (iii) if the Product is maintained and/or repaired at any time by anyone other than a service company authorized by Greenfields to perform Product repair and/or maintenance and/or (iv) if the Purchaser fails to clearly and legibly log any and all maintenance, repairs, and/or other upkeep performed on the field and fails to produce the log for inspection by Greenfields upon request . Greenfields shall not be responsible for any warranty issued or made by any other person to third parties, including, without limitation, any warranty with respect to useful life.

**4. Limitation of liability.** IN NO EVENT SHALL GREENFIELDS BE LIABLE, WHETHER IN CONTRACT OR IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY), FOR BODILY INJURY, DEATH, LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, CONDITION, POSSESSION, PERFORMANCE, MAINTENANCE, NON-DELIVERY OR LATE DELIVERY OF THE PRODUCTS, EVEN IF GREENFIELDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5. No Other Warranties.** THE WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE SPECIFIED GREENFIELDS PRODUCTS AND SUPERSEDES ANY AND ALL OTHER WARRANTIES, ORAL OR WRITTEN, OF ANY TYPE RELATING TO THOSE GREENFIELDS PRODUCTS. ANY PRODUCTS OF GREENFIELDS NOT COVERED BY THIS WARRANTY ARE SOLD "AS IS," WITHOUT WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND GREENFIELDS HEREBY DISCLAIMS THE SAME. THE REMEDY OF REPLACEMENT SET FORTH IN SECTION 2 OF THIS LIMITED WARRANTY IS THE SOLE OBLIGATION OF GREENFIELDS, AND THE SOLE REMEDY OF PURCHASER, UNDER THIS WARRANTY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, GREENFIELDS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION WITH RESPECT TO ANY OF ITS PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND GREENFIELDS HEREBY DISCLAIMS THE SAME.

**6. Notification of claims.** Notwithstanding any other language contained in this limited warranty to the contrary: Greenfields' obligations under this warranty are conditioned on full payment of Greenfields' invoices for Product when due and submission of the Certificate of Substantial Completion to Greenfields pursuant to Section 12 as validation of the installation within thirty (30) days of the installation to: Warranty Dept., Greenfields USA, 1131 Broadway St., Dayton, TN 37321. This limited warranty is further conditioned on Purchaser submitting a claim under this warranty in writing within 30 days of discovery of an alleged defect, such written claim including proof of sale and installation date, name and address of the end-user, roll numbers and/or panel numbers affected, copies of maintenance records, location of installation, Product sample/fiber material, sample of infill material(s) and a minimum of three clear pictures showing the problem to: Warranty Dept., Greenfields USA, 1131 Broadway St., Dayton, TN 37321. Once the complete claim has been received by Greenfields, Greenfields shall be allowed a reasonable amount of time to respond to the claim, including time to inspect the Product and the alleged defect(s) at the installation site during reasonable business hours, and to conduct such tests as Greenfields in its discretion may deem necessary. Greenfields shall also be allowed a reasonable opportunity to cure any alleged defect(s). Greenfields shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections, or consultations conducted by Purchaser or others. Greenfields shall be furnished copies of any and all written reports of any tests performed by the Purchaser and/or Owner. Said reports shall identify the name and address of the entity or individual that performed the tests made the basis of the reports.

**7. Modifications.** This warranty, together with the Sales Agreement for the project listed below, is the complete, final and exclusive agreement of the parties with respect to the quality and performance of the Products and any and all representations and warranties concerning the Products. No one has the authority to make any representations or warranties with respect to the Products, to extend any Relevant Period hereunder or otherwise to change, modify, amend, or supplement the provisions of this warranty. None of the provisions of this warranty may be changed, modified, amended or supplemented except by a written instrument signed by an authorized representative of Greenfields. This warranty applies to the Greenfields Product identified herein and sold to Purchaser.

**8. Waiver.** No failure on the part of Greenfields to exercise, and no delay by Greenfields in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by Greenfields preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

**9. Governing law.** This warranty and the rights and obligations of the parties under this warranty shall be governed by the laws of the State of Tennessee without regard to its conflicts of laws principles. Sales of products by Greenfields to Purchaser shall not be subject to the United Nations Convention on the International Sale of Goods.

**10. Severability.** If any provision or portion of any provision of this warranty shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Product shall be deemed sold AS IS and the remaining provisions or portions thereof shall remain in full force and effect and constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

**11. Assignment.** Purchaser may not transfer, convey or otherwise assign all or any of its rights under this warranty without the prior written consent of Greenfields. Any such transfer or assignment by Purchaser without Greenfields's prior written consent shall void this warranty. This warranty shall inure to the benefit of and be binding upon Greenfields and Purchaser and their respective successors and permitted assigns. Claims under this warranty may only be made by Purchaser and not by Purchaser's customers or any other third parties.

12. **Effect.** Signature and return by an authorized representative of Greenfields is a condition precedent to this limited warranty taking effect.

<b>Greenfields Reference:</b>		<b>Product Installed:</b>	
<b>Intended Use:</b>		<b>Substantial Completion Date:</b>	

<b>Purchaser/Warranty Holder:</b>	
<b>Address:</b>	

<b>Field/Installation Name:</b>		<b>Field Size:</b>	
<b>Address:</b>			

<b>Owner/End-User:</b>	
<b>Address:</b>	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Bryan Ridgway	
	PHONE (A/C, No, Ext): 865-248-3044	FAX (A/C, No):
	E-MAIL ADDRESS: bryan@cicservicesllc.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Polyloom Corporation of America 337 Edgewater Ave Dayton, TN 37321-4390	INSURER A: Champion Incorporated Cell, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>SPECIAL PRODUCT WARRANTY REIMBURSEMENT INSURANCE</b>			2022-101	12/22/2023	12/22/2024	Ea Insured Warranty \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy provides coverage for warranties issued during the policy period for a period of 8 years from the completion date of the project.  
Covered Locations:

## CERTIFICATE HOLDER

## 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



WORK IN PROGRESS

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## TGS Sports

4410 West Vickery Blvd. Suite 100

Fort Worth, Tx 76107

P: 817-349-8050

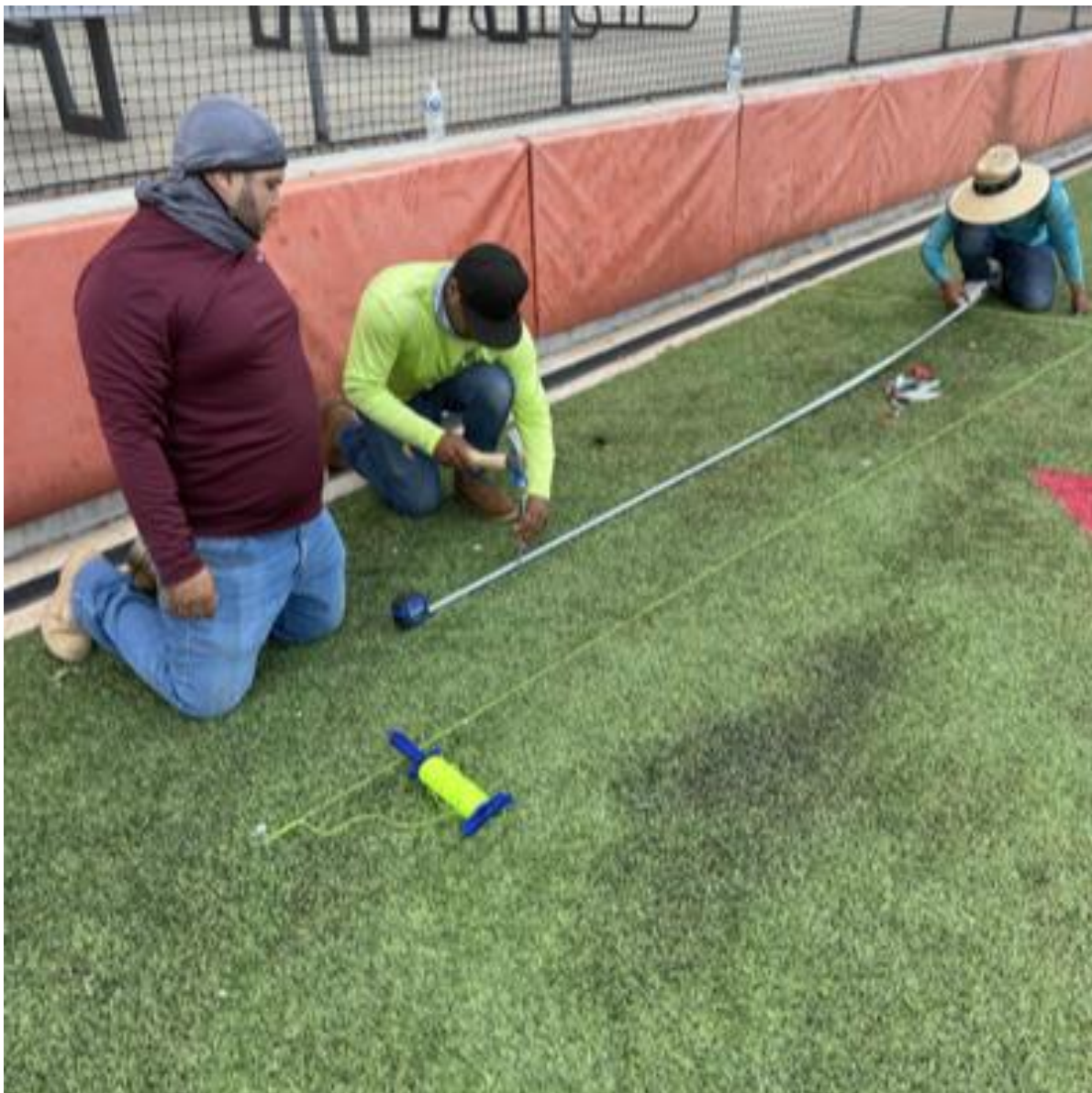
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### **Yukon Public Schools**

#### **Scope: Conversion of Natural Grass Baseball Field to Synthetic Turf**

- 1. Contract Amount: \$600,500.00**
- 2. Project Status: 80% complete**
- 3. Estimated Completion Date: 01/25/2024**
- 4. Owner: Yukon Public Schools**





## Cedar Crest Elementary School

### Scope: 400 Meter Running Track Construction

1. Contract Amount : \$ 608,400.00
2. Project Status: 95%
3. Estimated Completion Date: 2/20/2024
4. Owner: Dallas ISD







## Hohlt Park Baseball Fields

### Scope: Conversion of Clay Softball Infields to Synthetic Turf

1. **Contract Amount: \$1,096,470.00**
2. **Project Status: 50%**
3. **Estimated Completion Date: 2/15/2024**
4. **Owner: City of Brenham**



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## TGS Sports

4410 West Vickery Blvd. Suite 100

Fort Worth, Tx 76107

P: 817-349-8050

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### **Manor ISD K-8 Running Track**

**Scope: 400 meter Running Track Construction, and Field Events**

- 1. Contract Amount: \$974,700.00**
- 2. Project Status: 90%**
- 3. Estimated Completion Date: 3/15/2024**
- 4. Owner: Manor ISD**
- 5. General Contractor: Lee Lewis Construction**



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## TGS Sports

4410 West Vickery Blvd. Suite 100

Fort Worth, Tx 76107

P: 817-349-8050

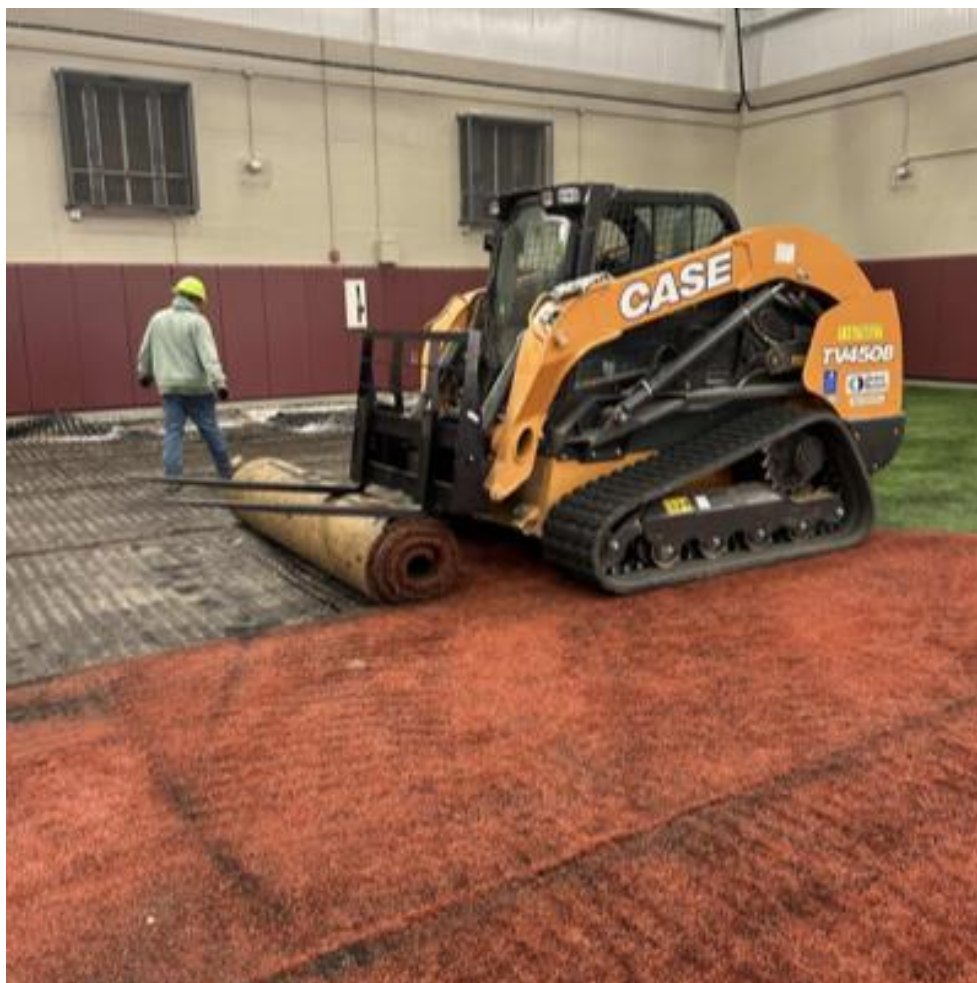
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### Jenks High School Softball Complex

**Scope: Replaced Indoor Facility Synthetic Turf and Conversion of Natural Grass Softball Field to Synthetic Turf**

1. **Contract Amount: \$575,600.00**
2. **Project Status: 20%**
3. **Estimated Completion Date: 3/25/2024**
4. **Owner: Jenks Public School**



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# TGS Sports

4410 West Vickery Blvd. Suite 100

Fort Worth, Tx 76107

P: 817-349-8050

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## PC Cobb Athletic Complex

### Scope: Renovation of 400 Running Track and Natural Grass Football Field

1. **Contract Amount: \$836,500.00**
2. **Project Status: 90%**
3. **Estimated Completion Date: 3/1/2024**
4. **Owner: Dallas ISD**





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# TGS Sports

4410 West Vickery Blvd. Suite 100

Fort Worth, Tx 76107

P: 817-349-8050

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## Northwestern Oklahoma State University

### Scope: Construction of a new Four Lane running track

1. **Contract Amount: \$388,500.00**
2. **Project Status: 90%**
3. **Estimated Completion Date: 02/1/2024**
4. **Owner: Northwestern Oklahoma State University**



## Monsignor Kelly Catholic High School

### Scope: Synthetic Turf Baseball Field

1. **Contract Amount: \$611,300.00**
2. **Project Status: 90%**
3. **Estimated Completion Date: 01/20/2024**
4. **Owner: Diocese of Beaumont**





# PROJECT REFERENCES



## **Piedmont Public Schools- Piedmont Athletic Complex**

**Scope:** New Softball and baseball synthetic turf fields.

**Surface Installed:** Greenfields ALLSPORT ULTRA and ALLSPORT XP

1. **Owner:** Piedmont Public Schools
2. **Completion Date:** February 15, 2022





## **Owasso Public Schools Athletic Renovations- Baseball Field**

**Scope:** Conversion of natural grass to synthetic turf at Baseball field.

**Surface Installed:** ActGlobal Xtreme Turf BDX 57

**1. Owner:** Owasso Public Schools

- a. Athletic Director: Zach Duffield
- b. PH: 918-740-4400

**2. General Contractor:** Daniels & Daniels Construction.

**3. Architect:** The Stacy Group

- a. Mike Stacy
- b. PH: 918-625-6584

**4. Completion Date:** August 10, 2018



## **Bartlesville Public Schools - Softball Field**

**Scope:** Conversion of natural grass to synthetic turf on the infield area at Softball field.

**Surface Installed:** DXT-38 Act Global Xtreme Turf

**1. Owner:** Bartlesville Public Schools

- a. Thad Dilbeck – Athletic Director
- b. PH: 918-337-0153

**2. Completion Date:** April 2020





## **Bartlesville Public Schools - Doenges Stadium**

**Scope:** Conversion of natural grass to synthetic turf on the infield area at Baseball field.

**Surface Installed:** DXT-38 Act Global Xtreme Turf

**1. Owner:** Bartlesville Public Schools

a. Thad Dilbeck – Athletic Director

b. PH: 918-337-0153

**2. Completion Date:** April 2020



## West Orange-Cove CISD – High School Football Turf

**Scope:** Conversion of natural grass to synthetic turf at football field.

**Surface Installed:** BDX 51 Act Global Xtreme Turf

**1. Owner:** West Orange- Cove CISD

a. Greg Willis, Maintenance Director

b. PH: 409-988-1177

**2. Completion Date:** May 28, 2019





## **W.O.C.C.I.S.D - West Orange High School Softball Turf**

**Scope:** Conversion of natural grass to synthetic turf at softball field.

**Surface Installed:** Nolan Ryan NR34

### **1. Owner: W.O.C.C.I.S.D**

- a. Greg Willis, Maintenance Director:
- b. PH: 409-988-1177

### **2. Completion Date:** February 16, 2020



## **Waco ISD – Paul Tyson Field Replacement**

**Scope:** Running track, football, practice field, baseball and softball base construction and other stadium improvements such as sidewalks, parking, netting installation, etc.

- 1. Owner:** Waco ISD
- 2. General Contractor:** Northridge Construction
  - a. PH: 817-520-2300
- 3. Completion Date:** January 20, 2022





## **Owasso Public Schools Athletic Renovations- Indoor Facility**

**Scope:** Synthetic turf installation at the indoor practice field, and Mondo prefabricated track runway.

**Surface Installed:** F50 Act Global Xtreme Turf and Mondo Super X track surface.

**1. Owner:** Owasso Public Schools

a. Athletic Director: Zach Duffield

b. PH: 918-740-4400

**2. General Contractor:** Daniels & Daniels Construction.

**3. Architect:** The Stacy Group

a. Mike Stacy

b. PH: 918-625-6584

**4. Completion Date:** August 10, 2018



## **Bartlesville High School**

**Scope:** Running Track Resurface

**Surface Installed:** NRG -200 Structural Spray System

**1. Owner:** Bartlesville Public Schools

- a. Thad Dilbeck – Athletic Director
- b. PH: 918-337-0153

**2. Completion Date:** April 23, 2022





## **W.O.C.C.I.S.D - West Orange High School Baseball Turf**

**Scope:** Conversion of natural grass to synthetic turf at baseball field.

**Surface Installed:** Nolan Ryan NR34

**1. Owner: W.O.C.C.I.S.D**

- a. Greg Willis, Maintenance Director:
- b. PH: 409-988-1177

**2. Completion Date:** February 16, 2020



## **Grand Prairie - Sunset Soccer Complex**

**Scope:** Synthetic Soccer Complex Construction

**Surface Installed:** Greenfields IRONTURF

**1. Owner:** Cetology LLC – Greg Courtright

a. PH: 214-704-6655

**2. Completion Date:** May 23, 2022





## **Harmony School of Innovation - Richmond**

**Scope:** New Construction of football / Soccer Field and synthetic turf system installation

**Surface Installed: Greenfields AllSport Ultra**

- 1. Owner:** Harmony Public Schools
  - a. Justin Hennes, Project Manager
  - b. PH: 346-367-6216
- 2. Completion Date: October 5th, 2022**



## **Owasso Public Schools Athletic Renovations- High School Stadium**

**Scope:** Synthetic turf replacement at Owasso football stadium.

**Surface Installed:** BDXT 57 Act Global Xtreme Turf.

**1. Owner:** Owasso Public Schools

- a. Zach Duffield, Athletic Director
- b. PH: 918-740-4400

**2. Architect:** The Stacy Group

- a. Mike Stacy, President
- b. PH: 918-625-6584

**3. Completion Date:** August 10, 2018





### **Booker T. Washington High School**

**Scope:** Running Track Resurface and Field Events Reconstruction

**Surface Installed:** NRG -200 Structural Spray System

**1. Owner: Houston ISD**

**2. General Contractor:** Construction Managers of Southeast Texas, LLC

a. Marshall McMurrey, Senior Project Manager:

b. PH: 281-831-7906

**3. Completion Date: April 23, 2022**



## **Owasso Public Schools Athletic Renovations – Softball Field**

**Scope:** Conversion of natural grass to synthetic turf at Softball field.

**Surface Installed:** F- 50 Act Global Xtreme Turf

- 1. Owner:** Owasso Public Schools
  - a. Zach Duffield, Athletic Director
  - b. PH: 918-740-4400
- 2. General Contractor:** Daniels & Daniels Construction.
- 3. Architect:** The Stacy Group
  - a. Mike Stacy
  - b. PH: 918-625-6584
- 4. Completion Date:** August 10, 2018





## **DISD Forester Athletic Complex Renovation**

**Scope:** Conversion of natural grass to synthetic turf on three softball fields, and full build construction of the running track and field events.

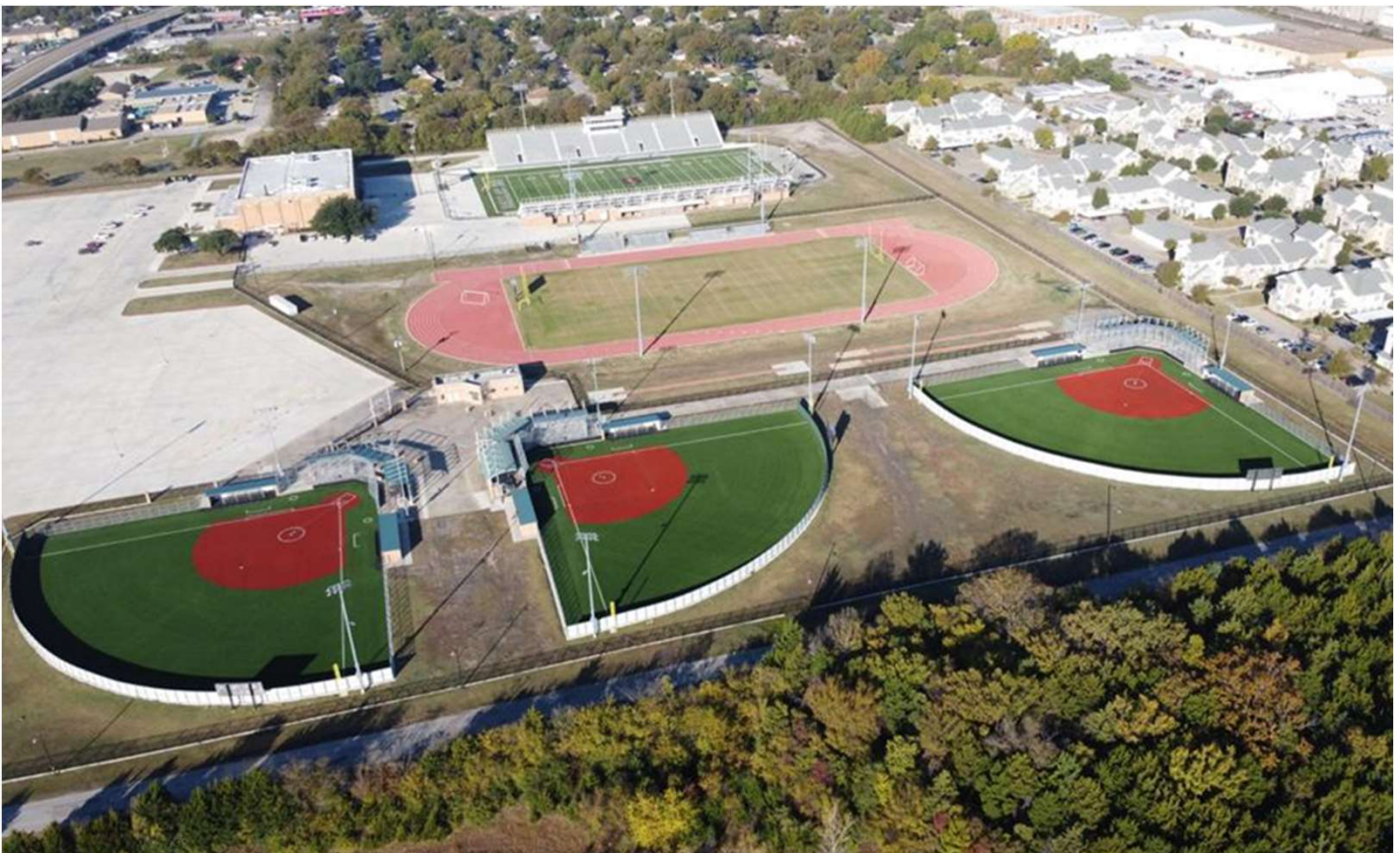
**Surface Installed:** BDXT-50 Act Global Xtreme Turf on infield and F-50 Xtreme Turf on the outfield. NRG Track 200 Structural Spray System on the running track.

**1. Owner:** Dallas Independent School District

a. Coy Frazier, Director of Grounds and Athletic Fields

b. PH: 469.853.0181

**2. Completion Date:** September 10, 2019



## **Trinity Valley School**

**Scope:** Running Track Surface Installation

**Surface Installed:** NRG -500 Sandwich System

**1. Owner:** Trinity Valley School

**2. Completion Date:** September 15, 2022





## **Ringling High School**

**Scope:** Running Track Surface Installation

**Surface Installed:** NRG -200 Structural Spray System

**1. Owner:** Ringling Public Schools

a. Tyler Graves, Construction Manager

b. PH: 405-313-8313

**2. Completion Date:** June 25, 2022



## **McMillen High School**

**Scope:** Improvements to the running track, including asphalt repairs and new track surface installation.

**Surface Installed:** NRG -200 Structural Spray System

**1. Owner:** Plano ISD

- a. Robert Dean, Construction Administrator
- b. PH: 214-529-0448

**2. Completion Date:** August 18<sup>th</sup>, 2022





## **Tom Bean Miscellaneous Athletic Improvements**

**Scope:** Running track reconstruction and stadium improvements

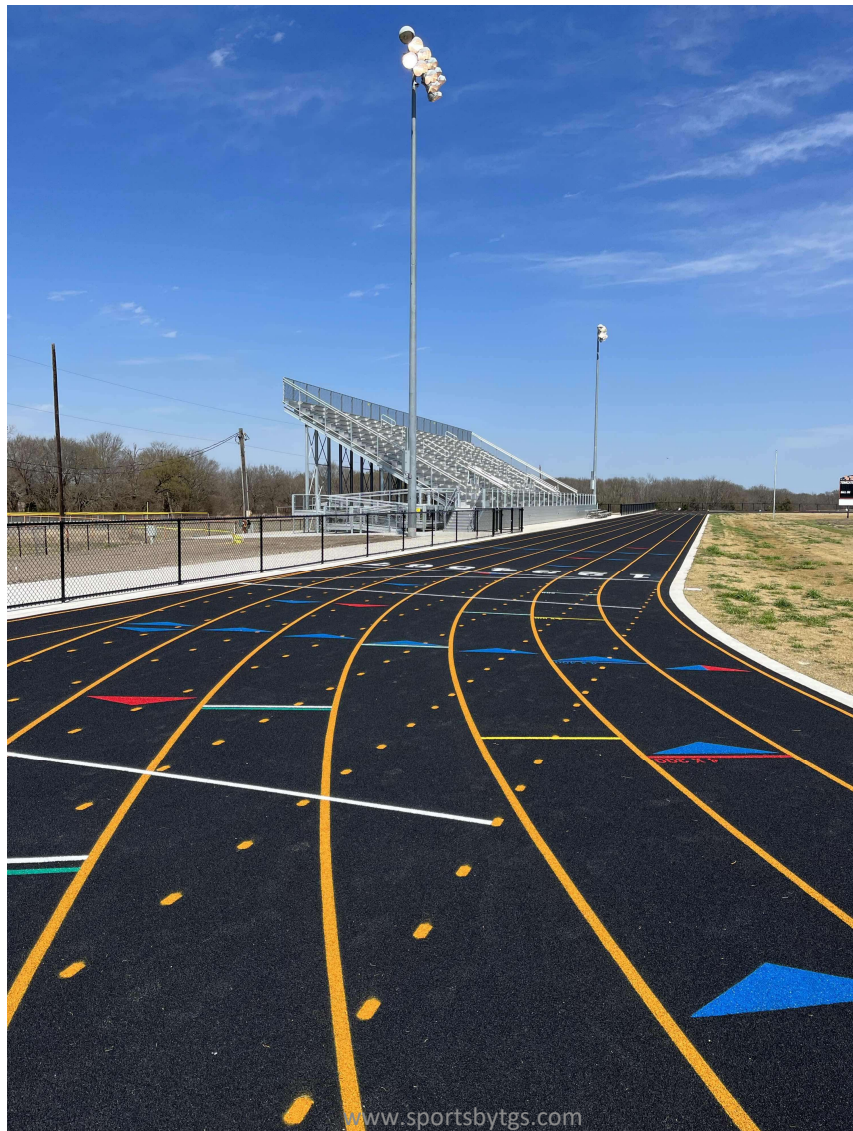
**Surface installed:** NRG 200 – Structural Spray System

**1. Owner:** Tom Bean ISD

**2. Architect/Engineer:** PBK Sports Architect

a. PH: 817.332.4333

**3. Completion Date:** April 7, 2022



## **Buna ISD Track and Field Improvements**

**Scope:** Running track reconstruction and field improvements

**Surface installed:** NRG 200 – Structural Spray System

**1. Owner:** Buna ISD

**2. Architect / Engineer:** CEI Engineering Associates, Inc

**3. Completion Date:** December 2, 2021





## **City of University Park – Germany Park Track Re-topping Services**

**Scope:** Running track re-topping with a sandwich layer and new striping and marking

**Surface Installed:** Spurtan BV Sandwich System

1. Owner City of University Park – City Manager

**2. Completion Date:** November 21, 2021



## **Edmond Public Schools- Memorial High School Track**

**Scope:** Full build construction of the running track and field events.

**Surface Installed:** NRG Track 200 Structural Spray System.

**1. Owner:** Edmond Public Schools,

a. Justin Coffelt, Chief Operations Officer

b. PH: 405-850-9253

**2. Completion Date:** October 2019





## **Mustang Public Schools - Mustang High School Practice Field & Field House Expansion**

**Scope:** Full build construction of the football field with synthetic turf system.

**Surface Installed:** BDX 50 Act Global Xtreme Turf.

- 1. Owner:** Mustang Public Schools
- 2. General Contractor:** Crossland Construction Company
  - a. Caleb Masters, Project Manager
  - b. PH: 405-213-8529
- 3. Architect :** MA+ Architecture, LLC
- 4. Completion Date:** October 10, 2020



## **Yukon Public School- Middle School Track Replacement**

**Scope:** Improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** NRG Track 200 Structural Spray System.

- 1. Owner:** Yukon Public School
- 2. Architect:** The Stacy Group
  - a. Sean Willis , Architect
  - b. PH: 405.308.0843
- 3. Completion Date:** August 2019





## **Lake Travis ISD - Middle School Running Track**

**Scope:** Resurfacing of the running track.

**Surface Installed:** NRG Track 200 Structural Spray System.

- 1. Owner:** Lake Travis ISD
  - a. Robert Winovitch, Construction Manager
  - b. PH:512.587.7285
- 2. Completion Date:** December 2019



## **Pleasant Grove Athletic Complex – Baseball Field**

**Scope:** Conversion of natural grass to synthetic turf at baseball field, and full build construction of the running track and field events .

**Surface Installed:** BDXT-50 Act Global Xtreme Turf, and NRG Track Mach 15 MM Full Pour Track System on the running track.

1. **Owner:** Dallas Independent School District
2. **General Contractor:** Big Sky Construction Co, Inc.
  - a. Tony Radican, Project Manager:
  - b. PH: 903.815.4120
3. **Completion Date:** August 10, 2018



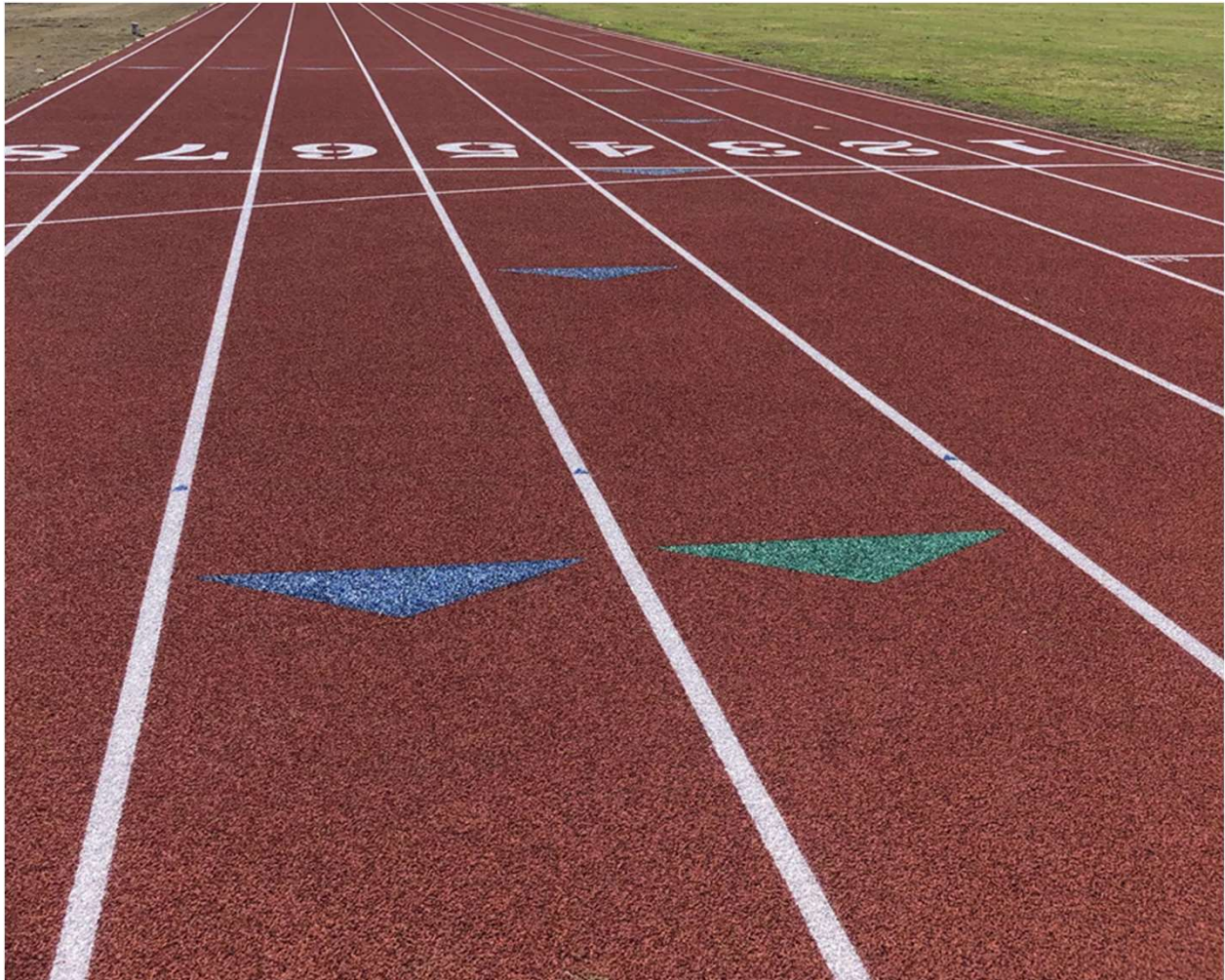


## **Pleasant Grove Athletic Complex – Running Track**

**Scope:** Full build construction of the running track and field events.

**Surface Installed:** NRG Track Mach 15 MM Full Pour Track System

- 1. Owner:** Dallas Independent School District
- 2. General Contractor:** Big Sky Construction Co, Inc.
  - a. Tony Radican, Project Manager
  - b. PH: 903.815.4120
- 3. Completion Date:** August 10, 2018





## **Edmond Public Schools- Edmond Memorial High School Stadium**

**Scope:** Full build construction of the football field with synthetic turf system.

**Surface Installed:** Speed S5 Act Global Xtreme Turf

- 1. Owner:** Edmond Public Schools,
  - a. Justin Coffelt, Chief Operations Officer
  - b. PH: 405-850-9253
- 2. General Contractor:** Key Construction
  - a. Jon Enos, Project Manager
  - b. PH: 405-435-9082
- 3. Completion Date:** July 2019





## **Owasso Public Schools Athletic Renovations- Running Track and Synthetic Turf Football Field**

**Scope:** Conversion of natural grass to synthetic turf at football field and resurfacing of the running track.

**Surface Installed:** Act Global F57 Xtreme Turf. NRG 200 –Red Structural Spray System on the running track.

1. **Owner:** Owasso Public Schools
  - a. Athletic Director: Zach Duffield
  - b. PH: 918-740-4400
- 2.. **General Contractor:** Daniels & Daniels Construction.
3. **Architect:** The Stacy Group
  - a. Mike Stacy
  - b. PH: 918-625-6584
4. **Completion Date:** August 10, 2018



## **Edmond Public Schools- North High School Track**

**Scope:** Retop on the running track and field events.

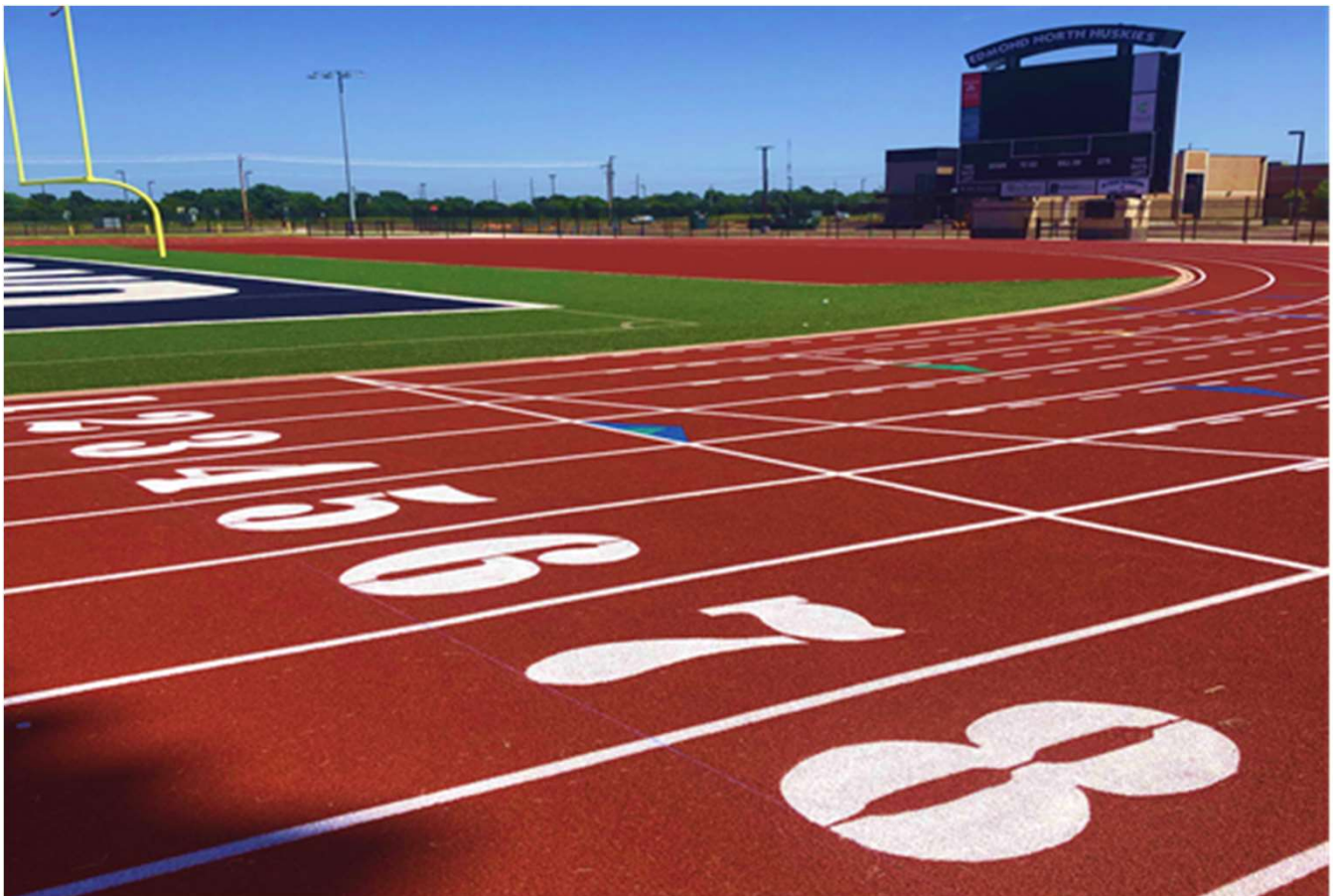
**Surface Installed:** NRG Track 200 Structural Spray System.

**1. Owner:** Edmond Public Schools,

a. Justin Coffelt, Chief Operations Officer

b. PH: 405-850-9253

**2. Completion Date:** November 2019





## **Dallas ISD–South Oak Cliff High School Football Field and Running Track Resurfacing**

**Scope:** Full build construction of the football field with synthetic turf system, and improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** F- 57 Act Global Xtreme Turf and NRG Track 200 Structural Spray System on the running track.

**1. Owner:** Dallas ISD

**2. General Contractor:** RO-Chambers Joint Venture

a. Project Manager: Jake Maxton email: [jmaxton@r-o.com](mailto:jmaxton@r-o.com)

b. Cell: 903.439.7074

**3. Architect:** KAI/ Alliance, L.C.

**4. Completion Date:** August 20, 2020



## **Winnsboro ISD- New High School Track**

**Scope:** Full build construction of the running track and field events.

**Surface Installed:** NRG Track 200 Structural Spray System

**1. General Contractor:** RLM General Contractor

a. Johnny Owens , Project Manager

b. PH: 903.316.5172

**2. Completion Date:** July 2020





## **Altus Public Schools-Baseball Artificial Turf Infield Installation**

**Scope:** Conversion of natural grass to synthetic turf on the infield area at baseball and softball fields.

**Surface Installed:** F- 50 Act Global Xtreme Turf

**1. Owner:** Altus Public Schools

**2. Architect: Boynton-Williams & Associates**

a. Christian Ballard, Architect

b. PH: 405.626.2130

**3. Completion Date:** August 29, 2020



## **Marshall Public Schools- Marshall High School Track Resurfacing**

**Scope:** Resurfacing of the running track.

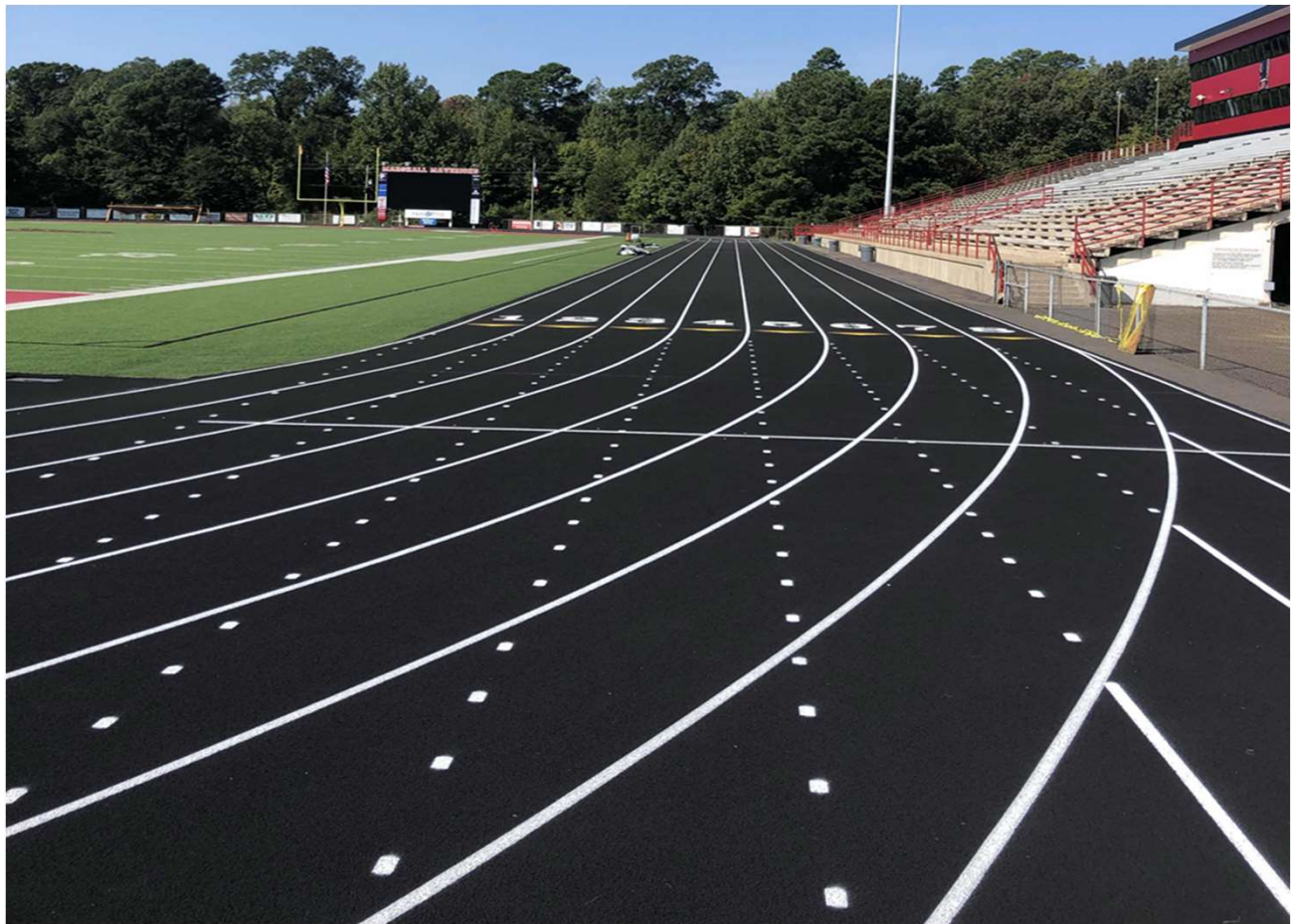
**Surface Installed:** NRG Track 200 Structural Spray System.

**1. Owner:** Marshall Public Schools

a. Jake Griedl, Athletic Director

b. PH: 210-749-5167

**2. Completion Date:** November 2019





## Harmony Public Schools- School of Innovation Waco New Gym

**Scope:** Full build construction of the running track and field events, and new construction of custom running track.

**Surface Installed:** ActGlobal Turfscape Multiplay and NRG Track 500 impermeable sandwich system.

1. **Owner:** Harmony School of Innovation
2. **General Contractor:** Mazanec Construction
  - a. Aaron Mynar, Project Manager
  - b. PH: 254-749-4364
3. **Completion Date:** June 2019





## **Houston ISD- Lawson Middle School New Running Track**

**Scope:** Full build construction of the running track and field events.

**Surface Installed:** NRG Track 300 Impermeable Structural Spray System

**1. Owner:** Houston ISD

**2. Construction Manager:** Construction Managers of Southeast Texas, LLC

a. Marshall McMurrey, Project Manager PH: 281-831-7906

**3. Architect:** PBK Architects/ Houston

**4. Completion Date:** October 16, 2020





## **Plainview Public School – New Stadium Turf and Track**

**Scope:** Conversion of natural grass to synthetic turf at football field, improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** NRG Track 500 Impermeable Sandwich System and Greenfields Slide Max 60 monofilament turf system.

**1. Owner:** Plainview Public School ISD No 27

a. Karl Stricker, Superintendent

b. PH: 580-768-4927

**2. Completion Date:** July 10, 2017



## **Miami ISD – Stadium 400 Meter Track Improvement Project**

**Scope:** Improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** NRG Track 200 Structural Spray System.

- 1. Owner:** Miami ISD
  - a. Donna Hale, Superintendent
  - b. PH: 806-868-3971
  - c. email: [donna.hale@region16.net](mailto:donna.hale@region16.net)
- 2. Completion Date:** August 27, 2020





## **Lumberton ISD – New Stadium Turf and Track**

**Scope:** Conversion of natural grass to synthetic turf at Football field, improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** New Brock Pad, Greenfields SlideMax 60 monofilament turf system and NRG Track 200 Structural Spray System.

**1. Owner:** Lumberton Independent School District

a. Chris Babin- Athletic Director

b. PH: 409.782.7935

**2. Completion Date:** September 8, 2016



## **Collinsville Public Schools – Track Resurface**

**Scope:** Resurfacing of the running track.

**Surfaces Installed:** NGR 200- Structural Spray System

**1. Owner:** Collinsville Public Schools

a. Lance West, Superintendent

b. PH: 918.371.2326

**2. General Contractor:** Brewer Constructors

a. Eric Bond, Project Manager

a. PH: 918.269.3495

**3. Completion Date:** October 2018





## Harmony Public Schools – School of Endeavor Houston

**Scope:** Synthetic turf replacement at the Soccer field

**Surface Installed:** DX 50 Act Global Xtreme Turf

1. **Owner:** Harmony Public Schools
  - a. Erol Kose, Owner Project Manager
  - b. PH: 832.560.5654
2. **Completion Date:** March 2020



## **Rockwall ISD –Wilkerson Sanders Memorial Stadium**

**Scope:** Resurfacing of the running track.

**Surface Installed:** NRG Track 300 – Red Impermeable Structural Spray

**1. Owner: Rockwall ISD**

a. Will McCrary, Track Coach

b. PH: 972.743.7705

**2. Completion Date:** May 22, 2020





## **Madill Public Schools- Football Field**

**Scope:** Conversion of natural grass to synthetic turf at Football field, improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** BDXT-50 Act Global Xtreme Turf

1. **Owner:** Madill Public Schools
2. **General Contractor:** MacHill Construction Company
  - a. Michael Barnes, Project Manager
  - b. PH: 580.320.2499
3. **Completion Date:** January 2020

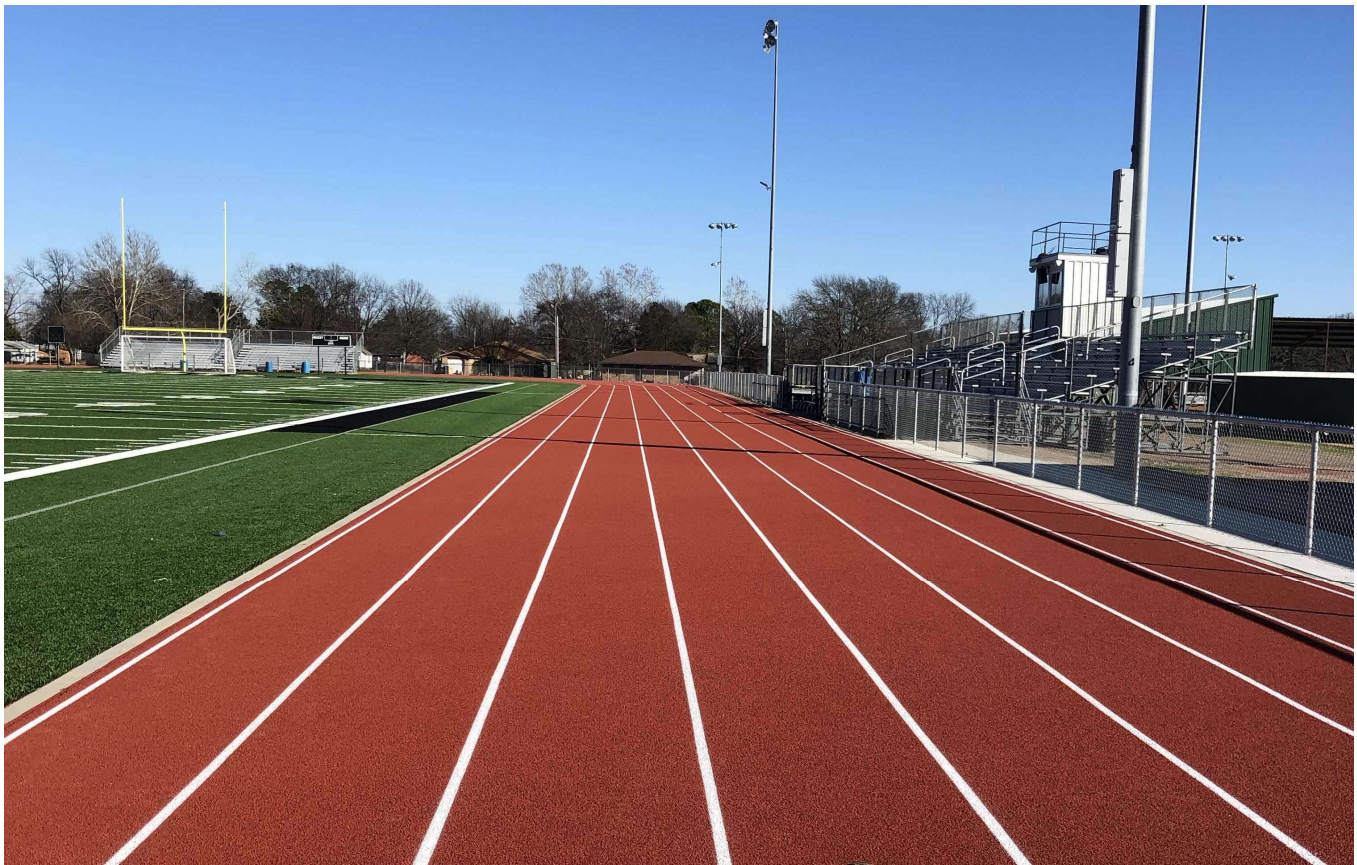


## **Madill Public Schools- Running Track**

**Scope:** Improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** NRG Track 500 Impermeable Sandwich System

1. **Owner:** Madill Public Schools
2. **General Contractor:** MacHill Construction Company
  - a. Michael Barnes
  - b. PH: 580.320.2499
3. **Completion Date:** January 2020





## Harmony Public Schools - School of Innovation Houston

**Scope:** Synthetic turf replacement at the Soccer field

**Surface Installed:** F- 50 Act Global Xtreme Turf

1. **Owner:** Harmony Public Schools
  - a. Unal Servin, Operations Manager
  - b. PH: 713.541.3030
2. **Completion Date:** February 2019



## **Killough Middle School**

**Scope:** Improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** NRG Track 200 Structural Spray System.

**1. Owner:** Alief Independent School District

a. Glenn Jarrett, Director of Facilities

b. PH: 346.302.2990

**2. Completion Date:** June 2020





## **Edmond Public Schools- Santa Fe High School Track**

**Scope:** Retop on the running track and field events.

**Surface Installed:** NRG Track 200 –Structural Spray System.

- 1. Owner:** Edmond Public Schools,
  - a. Justin Coffelt, Chief Operations Officer
  - b. PH: 405-850-9253
- 2. Completion Date:** November 2019





## **Putnam City ISD- Football Stadium**

**Scope:** Conversion of natural grass to synthetic turf at Football field, and improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** Act Global UBU-S5 on the football field and NRG Track 200 Structural Spray System.

1. **Owner:** Putnam City ISD
2. **General Contractor:** Globe Construction Co.
  - a. Ken Murry, Chief Executive Officer
  - b. PH: 405.478.3502
3. **Completion Date:** June 2019



## **Newkirk Public Schools- Running Track Renovations**

**Scope:** Improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** NRG - 500 Impermeable Sandwich System.

- 1. Owner:** Newkirk Public Schools
  - a. Brady Barnes, Superintendent
  - b. PH: 405-623-2945
  - c. Email: [bbarns@newkirk.k12.ok.us](mailto:bbarns@newkirk.k12.ok.us)
- 2. Completion Date:** August 31, 2018





## Oologah-Talala Public Schools – Running Track

**Scope:** Resurfacing of the running track.

**Surface Installed:** NRG Track 200 Structural Spray System.

1. **Owner:** Oologah-Talala Public Schools
2. **Architect:** Boynton-Williams & Associates
  - a. Dayna Boynton , Architect
  - b. Cell: 918.625.2148
2. **Completion Date:** April 2020





## **Pilot Point ISD - Middle School Running Track**

**Scope:** Resurfacing of the running track

**Surface Installed:** NRG Track 200 Structural Spray System.

- 1. Owner:** Pilot Point ISD
- 2. General Contractor:** Sports Field Solutions
  - a. Joe Johnson, Project Manager
  - b. PH: 817-681-4844
- 3. Completion Date:** August 2019



## **Harmony School of Science -Eules – New Turf Field**

**Scope:** Conversion of natural grass to synthetic turf at Soccer field.

**Surface Installed:** Greenfields SlideMax XP 50 synthetic turf.

**1. Owner:** Harmony Schools

a. Sid Whitener

b. PH: 817-714-8075

c. Email: [sidwhitener@gmail.com](mailto:sidwhitener@gmail.com)

**2. Completion Date:** November 2015





## **Burleson ISD - Hidden Creek Middle School**

**Scope:** Full build construction of the running track and field events.

**Surface Installed:** NRG Track 200 Structural Spray System

**1. Owner:** Burleson Independent School

a. Cliff Holden, Construction Manager

b. PH:817.366.0129

**2. Completion Date:** August 2019





## **Hughes Middle School Track Resurfacing**

**Scope:** Improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** NRG 200 – Structural Spray System.

**1. Owner:** Burleson ISD

a. Cliff Holden, Chief Operations Officer

b. Phone: 817-366-0129

**2. Completion Date:** August 2019



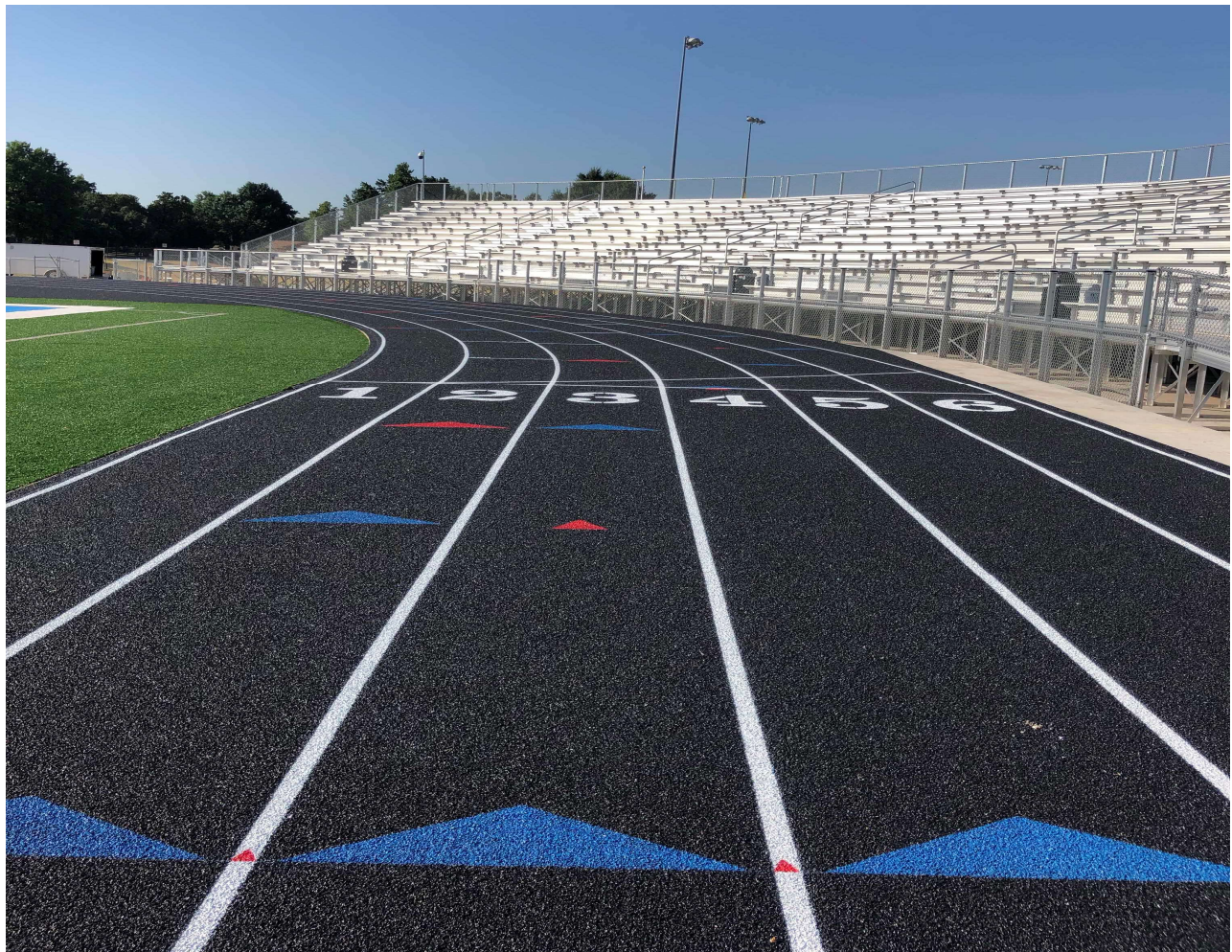


## **Putnam City West- Six lane Running Track**

**Scope:** Resurfacing of the running track.

**Surface Installed:** NRG Track 200 Structural Spray System

- 1. Owner:** Globe Construction Co.
  - a. Ken Murry, Chief Executive Officer
  - b. PH: 405.478.3502
- 2. Completion Date:** July 2019





## **Forth Worth Country Day School- Construction of New Field Events**

**Scope:** Construction of two new long jump runways and new pole vault event with four sand pits. Expansion of existing high jump to create semicircle.

**Surfaces Installed:** NRG Mach 10-10mm full pour system.

**1. Owner:** Fort Worth Country Day School

- a. Brian Phelps, Athletic Director
- b. Phone: 682-225-0770

**2. Completion Date:** May 2018



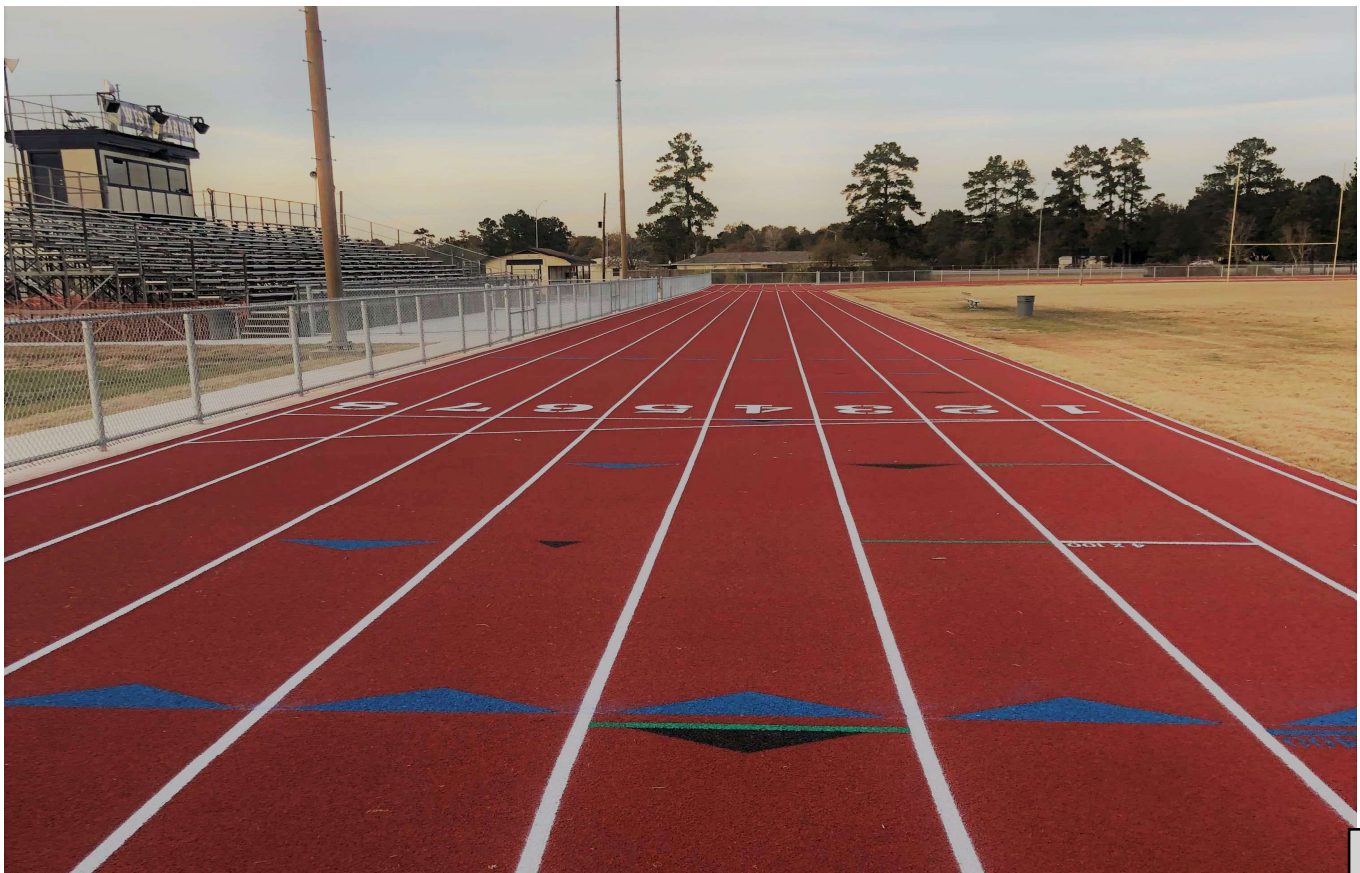


## **West Hardin CISD 400 Meter Running Track and Field Events Construction**

**Scope:** Improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed :** NRG 200-Red Structural Spray System

- 1. Owner:** West Hardin County CISD
  - a. Jim Armstrong- Superintendent
  - b. PH: 409-920-0297
- 2. Architect:** Sigma Engineers Inc.
  - a. Dr Sina Nijad, President
  - b. PH: 409-898-1001
- 3. Completion Date:** January 18, 2019



## Montgomery County Detention Center- New Synthetic Soccer Fields

**Scope:** Full build construction of the Soccer field with synthetic turf system.

1. **Owner:** Joe Corley ICE Detention Center
2. **General Contractor:** Kirk Sandifer- Rubber Flooring Systems, INC
  - a. PH: 512-626-0582
  - b. Email: [kirk@teamrfs.com](mailto:kirk@teamrfs.com)





## **Prague Public Schools- Prague Public Schools Track Replacement.**

**Scope:** Resurface of the running track

**Surfaces Installed:** NRG 200 - Red Structural Spray System.

- 1. Owner:** Prague Public Schools
  - a. Valerie Feltman- Superintendent
  - b. PH: 405-567-7313
  - c. Email: [vfeltman@prague.k12.ok.us](mailto:vfeltman@prague.k12.ok.us)

**2. Completion Date:** October 4, 2018



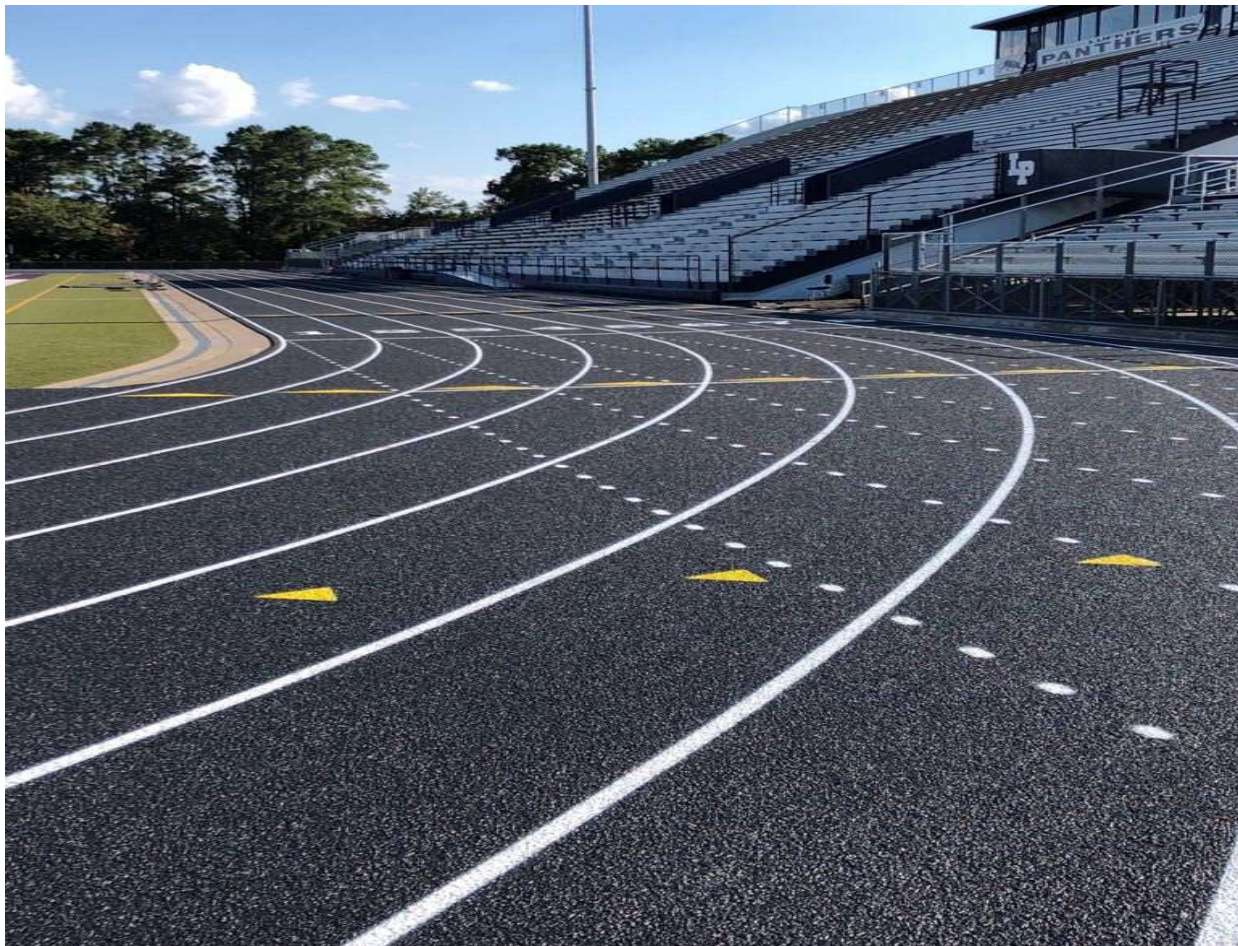


## **Lufkin ISD- Track Repairs at Abe Martin Stadium**

**Scope:** Improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** NRG Track 300 –Impermeable Black Structural Spray System .

- 1. Owner:** Lufkin Independent School District
  - a. Tim Hobbs PH: 936.676.4527
- 2. Architect:** Mark Strong- Goodwin Lasiter, & Strong
  - a. PH: 936-637-4900
  - b. Email: [mstrong@glstexas.com](mailto:mstrong@glstexas.com)
- 3. Completion Date:** November 8, 2018



## **Warner Public Schools – High School Track Renovations and Resurfacing**

**Scope:** Resurface of the running track.

**Surface Installed:** NRG Polyurethane Base Mat System.

**1. Owner:** Warner Public Schools

a. David Vinson- Superintendent

b. PH: 918-348-8717

c. Email: davidvinson@warner.k12.ok.us

**2. Architect:** Michael A. Riley- Architecture, PLLC

a. PH: 918-839-6032

b. Email: [mriley@michaelrileyarchitect.com](mailto:mriley@michaelrileyarchitect.com)

**3. Completion Date:** August 15, 2017





## **Saint Mary's Catholic School Running Track Surfacing**

**Scope:** Resurfacing of the running track.

**Surface Installed:** NRG Track 200 Structural Spray System

**1. Owner:** Saint Mary's Catholic School

a. Mike Mendiola- Athletic Director

b. PH: 254-379-0705

**2. Completion Date:** May 15, 2018





**Alief ISD – Olle Middle School Running Track Renovations and Resurfacing.**

**Scope:** Resurface of the running track .

Surface Installed: NRG Track 200 Structural Spray System

**1. Owner:** Alief Independent School District

a. Glen Jarrett- Project Manager

b. PH: 346-302-2690

c. Email: [Glenn.Jarrett@aliefisd.net](mailto:Glenn.Jarrett@aliefisd.net)

**2. Consultant:** Phillip Nowak- Paradigm Consultants, Inc.

a. PH: 713.360.1614

b. Email: [phillip@paradigmconsultants.com](mailto:phillip@paradigmconsultants.com)

**3. Completion Date:** April 12, , 2018





## **Coweta Public Schools – Coweta HS Track Renovations and Resurfacing.**

**Scope:** Improvements to the running track and field events, including synthetic track surfacing.

**Surface Installed:** NRG 500 - Impermeable Sandwich System

**1. Owner:** Coweta Public Schools

- a. Jeff Holmes- Superintendent
- b. PH: 918-486-6506
- c. Email: [jeff.holmes@cowetaps.org](mailto:jeff.holmes@cowetaps.org)

**2. Architect:** Mike Stacy- The Stacy Group

- a. PH: 918-272-2622
- b. Email: [mstacy@stacy-group.com](mailto:mstacy@stacy-group.com)

**3. Completion Date:** November 10, 2017





## **Frenship ISD – 3 New District Track Renovations and Resurfacing.**

**Scope:** Resurfacing of three running tracks.

Surface Installed: NRG 200 - Structural Spray System.

**1. Owner:** Frenship Independent School District

a. Kent Lytle – Athletic Director

b. PH: 806-470-1794

c. Email: [klytle@frenship.us](mailto:klytle@frenship.us)

**2. Engineer:** Jeff Bresee- CEI Engineering

a. PH: 817-507-8305

b. Email: [jeffbresee@gmail.com](mailto:jeffbresee@gmail.com)

**3. Completion Date:** April 1, 2016







## **University of the Incarnate Word. Track and Field Events Resurfacing**

**Scope:** Repairs and new striping at the running track.

**Surface Installed:** NRG Track 200 Structural Spray System

**1. Owner:** University of the incarnate Word

a. Dustin York- Associate Athletic Director

b. PH: 512-757-2840

**2. Completion Date:** March 2015





## **Checotah Public Schools - Track and Field Events Resurfacing**

**Scope:** Running Track Surface Repair and top coating.

**Surface Installed:** NRG Track 300 Impermeable Structural Spray System

- 1. Owner:** Checotah Public Schools
  - a. Tommy Knight – Director of Maintenance
  - b. PH: 918-577-8289
- 2. Completion Date:** February 27, 2017





## **Del Valle ISD - Track and Field Renovations**

**Scope:** Resurface of the running track.

**Surface Installed:** Spurtan BSS – NRG 300 Impermeable Structural Spray System.

1. **Owner:** Del Valle Independent School District
2. **General Contractor:** Cody Lester- American Constructors
  - a. PH: 512-328-2026



## **Challenger & Lake Air Little League**

**Scope:** Building 8 Softball & Baseball fields, with natural fields and clay infields

- 1. Owner:** City of Waco
- 2. Completion Date:** 11/2023
- 3. General Contractor:** Northridge Construction Group
  - a. Project Manager: Randy Cofer: 817-520-2300



## **Fairview High School**

**Scope:** Conversion of Natural Grass Football Field to Synthetic Turf

- 1. Owner:** Fairview Public Schools
- 2. Completion Date:** 9/2023
- 3. General Contractor:** TGS Sports, LLC





## **Kingston Public School**

### **Scope: Conversion of Synthetic Turf to a Natural Grass Football Field**

- 1. Completion Date:** 08/2023
- 2. Owner:** Kingston Public School
- 3. General Contractor:** TGS Sports LLC



## **Past Projects**

- ✓ Frisco ISD Wakeland & Liberty HS – Running Tracks
- ✓ The Woodlands Soccer City - Soccer Field
- ✓ Tatum HS Running Track Surface
- ✓ Garland ISD - Williams Stadium-Track & Field
- ✓ Harmony Science Academy – Soccer Field
- ✓ Tatum HS – Synthetic Turf Football Field
- ✓ El Paso Community College – Baseball Field
- ✓ Harmony School – Soccer Field
- ✓ Southwest ISD – Synthetic Football Field
- ✓ Northwest State University – Baseball Field
- ✓ Harmony School of Innovation – Soccer Field
- ✓ Chilton ISD Football Stadium
- ✓ Kaleidoscope 8 Baseball Fields
- ✓ M&M Indoor Soccer Center
- ✓ Whiteface ISD Running Track Construction
- ✓ Allen Station Park – Construction of 4 Softball Fields
- ✓ Game On Arena – Soccer Field
- ✓ Olney ISD Running Track Construction

- ✓ Fort Gibson HS Athletic Field Construction
- ✓ TCU Lupton Stadium – Baseball Batting Cages
- ✓ Houston Texans Indoor Facility
- ✓ Gary ISD Baseball Field Construction
- ✓ Okmulgee High School Track and Field
- ✓ Pioneer Heritage MS – Running Track Installation
- ✓ Indoor Soccer Zone – Soccer Field
- ✓ Prestonwood Christian Academy – Running Track Construction
- ✓ Concordia University Texas – Baseball Field Construction
- ✓ Henrietta HS – Running Track Installation
- ✓ Vernon ISD Stadium – Running Track Installation
- ✓ Texas Lutheran University – Football Field, Running Track and Softball Field
- ✓ Wall HS – Running Track Installation
- ✓ Pebble Hills HS – Synthetic Football Field
- ✓ Greenwood HS – Running Track
- ✓ Foro Soccer Complex – Soccer Field
- ✓ Crystal City ISD Stadium Field Construction
- ✓ Rice University Batting Cages
- ✓ Lorena ISD – Running Track Installation
- ✓ Byrd High School – Track and Field Construction



- ✓ Crystal City ISD Practice Field Construction
- ✓ University of Incarnate Word – Running Track Installation
- ✓ Indoor Soccer Sports Owasso – Soccer Field
- ✓ Sudan ISD Running Track Construction
- ✓ Ursuline Academy – Soccer Field Construction
- ✓ Christoval ISD Running Track Construction
- ✓ Bandera County Helping Hand – Running Track
- ✓ Pleasant Oaks Park – Football Field
- ✓ Rooftop – Synthetic Soccer Fields
- ✓ Seymour ISD Running Track Construction
- ✓ Bonham MS – Football Field
- ✓ Del Valle ISD Ojeda Track – Running Track
- ✓ Crockett MS – Football Field
- ✓ Chisholm Trail MS – Running Track
- ✓ Fannin MS – Football Field
- ✓ Celeste ISD Track – Running Track
- ✓ Houston MS – Football Field
- ✓ The Soccer Box – Soccer Field
- ✓ Rusk ISD Track – Running Track
- ✓ De Zavala MS – Football Field

- ✓ Bowie MS – Football Field
- ✓ Harmony Public Schools Inc – Running Track
- ✓ Travis MS – Football Field
- ✓ Harmony School of Innovation – Running Track
- ✓ Mann MS – Football Field
- ✓ Lake Road Football Field
- ✓ Coweta Track Reconstruction
- ✓ Olle MS Track Renovations – Running Track
- ✓ Country Day School Running Track
- ✓ Archer City HS – Football Field Installation
- ✓ St. Mary Catholic School - Running Track
- ✓ Belton HS – Football Field Elayer
- ✓ Harmony School Carrollton – Football Field

## Running Track Striping

- |                                |                                |
|--------------------------------|--------------------------------|
| ✓ Walker MS Track Re-Striping  | ✓ Fredricksburg Track Striping |
| ✓ Monahans HS Track Striping   | ✓ Bushland HS Track Striping   |
| ✓ Pampa HS Track Striping      | ✓ Howe HS Track Striping       |
| ✓ Troy HS Track Striping       | ✓ Los Alamos HS Track Striping |
| ✓ Timberview HS Track Striping | ✓ Sheridan HS                  |
| ✓ Red Water HS                 | ✓ Red Water HS                 |
| ✓ Tyson MS Track Striping      | ✓ Kangaroo Stadium Striping    |
| ✓ Boys Ranch HS                | ✓ Lovelady HS Striping         |
| ✓ Forest Middle School         | ✓ Sunnyvale Middle School      |
| ✓ Saint Michael HS             | ✓ Vanderbilt Catholic HS       |
| ✓ Moorhead Junior High School  | ✓ Knox Junior HS               |
| ✓ Linda Jobe MS                | ✓ Sunray High School           |
| ✓ Bristow High School          | ✓ Lowell Smith Junior School   |
| ✓ Wheat Middle School          | ✓ Batesville ISD               |
| ✓ Depew High School            | ✓ Socorro ISD                  |
| ✓ Laredo High School           | ✓ Bill Sybert Middle School    |
| ✓ John Ensor Middle School     | ✓ Woodlands HS                 |
| ✓ Legacy HS                    | ✓ Southwestern University      |
| ✓ Thrall HS                    | ✓ Wylie MS                     |



- |                                 |                          |
|---------------------------------|--------------------------|
| ✓ Trinity School                | ✓ Wilkinson County HS    |
| ✓ SW University Track Striping  | ✓ McAlester HS           |
| ✓ Warner HS                     | ✓ El Dorado HS           |
| ✓ Carlos Vigil MS               | ✓ Moriarty HS            |
| ✓ Tatum HS Track Striping       | ✓ Fort Summer HS         |
| ✓ Vernon HS                     | ✓ Leonard HS             |
| ✓ Gravette HS                   | ✓ Brock HS               |
| ✓ Thrall HS (Letters)           | ✓ McAlester HS (Letters) |
| ✓ Kermit MS                     | ✓ Kermit HS              |
| ✓ Halliburton Stadium Duncan HS | ✓ Serno MS               |
| ✓ Walton HS                     | ✓ Pineville HS           |
| ✓ Caldwell MS                   | ✓ Gerard Elementary      |
| ✓ Brownfield HS                 | ✓ Liberal HS             |
| ✓ Gatesville HS                 | ✓ Simsboro HS            |
| ✓ Warranty Striping             | ✓ Levelland HS           |
| ✓ Cleveland HS                  | ✓ Lancaster HS           |
| ✓ Bandera HS                    | ✓ Liberal MS             |
| ✓ Hooker HS                     | ✓ Heritage HS            |
| ✓ Rogers HS                     | ✓ White Castle HS        |
| ✓ East Iberville HS             | ✓ Robstown HS            |
| ✓ Randolph HS                   | ✓ Stephenville HS        |
| ✓ Memphis HS                    | ✓ Plaquemine HS          |

- |                                  |                            |
|----------------------------------|----------------------------|
| ✓ Airline HS                     | ✓ Great Bend HS            |
| ✓ Morton HS                      | ✓ Meadville HS             |
| ✓ SW University Track Restriping | ✓ Jackson MS               |
| ✓ Higgins HS                     | ✓ Hughes Springs HS        |
| ✓ Meridian Community College     | ✓ Cheyenne MS              |
| ✓ Hookaday School                | ✓ Belton MS                |
| ✓ Santa Rosa HS                  | ✓ Wylie HS                 |
| ✓ Okemah HS                      | ✓ Ed Willkie MS            |
| ✓ Worley MS                      | ✓ Nolan Catholic HS        |
| ✓ Cushing HS                     | ✓ TA Howard MS             |
| ✓ City View Junior/Senior HS     | ✓ Coldspring HS            |
| ✓ Roosevelt ISD                  | ✓ Westover Park Jr. School |
| ✓ Robie E. Howard JH             | ✓ Holcomb HS               |
| ✓ Loving HS                      | ✓ Perryton HS              |
| ✓ Texas School of the Deaf       | ✓ Centennial HS            |
| ✓ Andrews Episcopal School       | ✓ Lake Travis MS           |
| ✓ Tulia HS                       | ✓ Saint Michaels HS        |
| ✓ Chaparral HS                   | ✓ Stroud HS                |
| ✓ Central Middle School          | ✓ Whiteface HS             |
| ✓ Pioneer Heritage MS            | ✓ Coppell Middle School    |
| ✓ Western Heights HS             | ✓ Wellington Jr. HS        |
| ✓ Castor HS                      | ✓ Fort Sill Military Base  |

- |                             |                                 |
|-----------------------------|---------------------------------|
| ✓ Western MS                | ✓ Olney HS                      |
| ✓ Bentonville Ms            | ✓ Gradford High School          |
| ✓ Greenhill School          | ✓ Navarro HS                    |
| ✓ Striping Warranty         | ✓ Samuel Clemens HS             |
| ✓ Johnston MS               | ✓ Maddisonville HS              |
| ✓ Garden City HS            | ✓ Somerset JH                   |
| ✓ Trinity Valley School     | ✓ Griffin MS                    |
| ✓ Xceleration Sports        | ✓ Socorro ISD Stadium           |
| ✓ Eunice High School        | ✓ Dighton Community High School |
| ✓ Genoa Central High School | ✓ Pauls Valley HS               |
| ✓ Ridgeland HS              | ✓ Grove MS                      |
| ✓ Robstown HS               | ✓ New Albany HS                 |
| ✓ Hirschi HS                | ✓ Wichita Falls HS              |
| ✓ Rider HS                  | ✓ Dutchtown HS                  |
| ✓ Centerville HS            | ✓ Aldine Senior HS              |
| ✓ St Amant HS               | ✓ Lee Hedge Stadium             |
| ✓ Whitney HS                | ✓ Alvord HS                     |
| ✓ Gladewater HS             | ✓ Oklahoma MS                   |
| ✓ Tucumcari HS              | ✓ Southwest R-V HS              |
| ✓ Travis HS                 | ✓ Sudan HS                      |
| ✓ Eureka Springs HS         | ✓ College Park HS               |
| ✓ Christoval                | ✓ Striping Warranty             |





Base Proposal Alternate # 1 Alternate # 2					ForeverLawn Mid-Tex		Hellas Construction		Paragon Sports Constructors		Sprinturf LLC		TGS Sports LLC		
					\$1,370,194.35		\$ 1,351,700.0		\$ 1,484,195.0		\$ 1,046,730.0		\$ 1,081,000.0		
					\$253,055.25		\$302,150.00		\$346,241.00		\$214,460.00		\$198,600.00		
					\$543,846.45		\$523,130.00		\$587,156.00		\$339,930.00		\$462,800.00		
#	Locked	Items	Sele Lowest	QuantityRequired	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	
0		No Basket (14)													
#0-1		Removal of existing sod/soil as necessary for cross sections; disposal of materials offsite	\$0	\$40,833.00	1	No Bid	No Bid	\$82,445.00	\$82,445.00	\$100,000.00	\$100,000.00	\$40,833.00	\$40,833.00	\$95,900.00	\$95,900.00
#0-2		Excavation of existing soil as necessary for stabilization; set aside for moisture conditioning	\$0	\$29,570.00	1	No Bid	No Bid	\$29,570.00	\$29,570.00	\$200,000.00	\$200,000.00	\$40,833.00	\$40,833.00	\$61,600.00	\$61,600.00
#0-3		Moisture conditioning and compacting of four (4') feet of existing soil at each field in controlled lifts	\$0	\$29,175.00	1	No Bid	No Bid	\$88,110.00	\$88,110.00	\$280,000.00	\$280,000.00	\$29,175.00	\$29,175.00	\$92,400.00	\$92,400.00
#0-4		Lime stabilization of the proposed synthetic turf subgrade with an application rate of six (6%) to a depth of twelve (12") inches	\$0	\$59,236.00	1	No Bid	No Bid	\$182,035.00	\$182,035.00	\$120,000.00	\$120,000.00	\$59,236.00	\$59,236.00	\$100,100.00	\$100,100.00
#0-5		Provide and install 12" HDPE outflow piping; connect to closest storm sewer structure	\$0	\$5,500.00	1	No Bid	No Bid	\$59,115.00	\$59,115.00	\$12,000.00	\$12,000.00	\$5,500.00	\$5,500.00	\$47,100.00	\$47,100.00
#0-6		Provide and install 8" perforated HDPE piping	\$0	\$51,068.00	1	No Bid	No Bid	\$103,890.00	\$103,890.00	\$100,000.00	\$100,000.00	\$51,068.00	\$51,068.00	\$59,200.00	\$59,200.00
#0-7		Provide and install flat panel drains at 30' O.C. in herringbone pattern; flat drains will terminate in field collector ditch	\$0	\$14,820.00	1	No Bid	No Bid	\$14,820.00	\$14,820.00	\$30,000.00	\$30,000.00	No Bid	No Bid	\$33,600.00	\$33,600.00
#0-8		Provide and install approximately 6"x12" reinforced concrete curbing around perimeter of each synthetic turf field	\$0	\$17,812.00	1	No Bid	No Bid	\$91,420.00	\$91,420.00	\$50,000.00	\$50,000.00	\$17,812.00	\$17,812.00	\$50,400.00	\$50,400.00
#0-9		Provide and install a 2x4 composite turf anchor system	\$0	\$11,500.00	1	No Bid	No Bid	\$12,515.00	\$12,515.00	\$20,000.00	\$20,000.00	\$26,306.00	\$26,306.00	\$11,500.00	\$11,500.00
#0-10		Provide and install a 30 mil HDPE liner in collector drain trench and turf area only	\$0	\$31,910.00	1	No Bid	No Bid	\$33,840.00	\$33,840.00	\$40,000.00	\$40,000.00	\$31,910.00	\$31,910.00	\$53,300.00	\$53,300.00
#0-11		Provide and install 5" reinforced concrete pitching mound for each synthetic baseball field	\$0	\$15,000.00	1	No Bid	No Bid	No Bid	No Bid	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	No Bid	No Bid
#0-12		Provide and install 5" (nominal thickness) drain stone mix; laser grade and compact to proper density at all areas to receive synthetic turf	\$0	\$73,367.00	1	No Bid	No Bid	\$220,115.00	\$220,115.00	\$90,000.00	\$90,000.00	\$73,367.00	\$73,367.00	\$166,200.00	\$166,200.00
		Provide and install synthetic turf at the infield with the noted installation options: - All infield areas permanently installed in green or brown turf - "High traffic" areas (base sliding areas, batter's boxes, catchers areas and pitching circle and pitching mound landing area) installed with 80 oz face weight synthetic turf - Partial foul lines, coach's boxes and batter's boxes permanently installed in white turf - Proprietary "RealFill" (or equivalent) installation of selected aggregate and cuboidal SBR rubber - 1 tow behind/ground driven turf sweeper - Owner care and maintenance orientation													
#0-13		- 8-year manufacturer warranty Provide and install the following equipment: - One (1) set - bases - One (1) - home plate	\$0	\$301,900.00	1	No Bid	No Bid	\$409,790.00	\$409,790.00	\$397,195.00	\$397,195.00	\$654,690.00	\$654,690.00	\$301,900.00	\$301,900.00
#0-14		- One (1) - pitching rubber	\$0	\$1,000.00	1	No Bid	No Bid	\$24,035.00	\$24,035.00	\$25,000.00	\$25,000.00	\$1,000.00	\$1,000.00	\$7,800.00	\$7,800.00

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1110700

Date Filed:  
01/10/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TGS Sports, LLC  
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 2024-003  
New Artificial Turf Baseball and Softball Fields

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



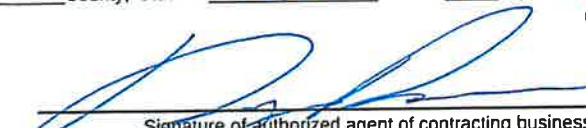
### 6 UNSWORN DECLARATION

My name is Diego Puentes, and my date of birth is \_\_\_\_\_.

My address is 4410 W Vickery Blvd, Suite 100 Fort Worth TX 76107 USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 10th day of January, 2024.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

## HOUSE BILL 89 VERIFICATION FORM

### Prohibition on Contracts with Companies Boycotting Israel

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of

the Contract Pursuant to Section 2270.001,

Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) , do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at  
<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

TGS Sports, LLC

Signature of Authorized Official

Title of Authorized Official Date

Diego Puentes - General Manager



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## City Council Regular Meeting

**DEPARTMENT:** Parks and Recreation  
**FROM:** Jen Basham, Director of Parks and Recreation  
**MEETING:** March 4, 2024

---

**SUBJECT:**

Consider approval of the purchase of new golf carts through Sourcewell cooperative purchasing agreement #122220-CCR with Club Car in the amount of \$544,800 (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

**SUMMARY:**

The golf carts at Hidden Creek Golf Course were originally purchased in 2019 with an anticipated replacement schedule of four years. In 2023 staff reviewed the lead time and cost for replacement and determined that replacement of the batteries would provide an additional year of service for the carts. In January of 2024 the fleet began experiencing additional mechanical challenges outside of the batteries including brakes, micro switches that control the pedal box, ball joints, and tires.

The concern with not replacing the fleet earlier is the lost revenue and of course reputation. Currently the course is experiencing 10-15 carts down on a daily basis, requiring staff to block tee times to ensure that enough carts are available for users.

Staff met with multiple cart vendors to review lease versus purchasing carts and current production lead times in January 2024. After reviewing the cost/benefit of leasing versus purchasing, staff is recommending to purchase the carts outright. The purchase of the carts should result in a net savings over the life of the carts. Club Car is able to provide carts in early summer 2024 and has the availability to provide a gap fleet to cover our shortage in the interim. The new fleet will consist of

75 lithium ion 2 passenger golf carts  
3 gas powered staff carts  
1 range unit  
2 beverage carts

The cost to purchase the fleet outright is \$544,800.

**RECOMMENDATION:**

Staff recommends proceeding with purchasing a new fleet with club car for the replacement of the golf carts at Hidden Creek Golf Course

**COUNCIL ACTION:**

- 1) Approve
- 2) Deny request

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

NA

**FISCAL IMPACT:**

The proposed purchase will be purchased from the proprietary equipment replacement fund and the golf course will repay the fund over the next four years. The golf course currently contributes to the replacement of equipment and vehicles through the equipment replacement fund. The annual payment will be reallocated from the existing equipment replacement fund to the proprietary fund.

**STAFF CONTACT:**

Jen Basham  
Director of Parks and Recreation  
[jbasham@burlesontx.com](mailto:jbasham@burlesontx.com)  
817-426-9201

A grayscale photograph of a row of golf carts parked on a golf course. The carts are lined up, and the focus is on the front of the nearest one, showing its steering wheel, dashboard, and front wheel. The background shows a grassy field and some trees in the distance.

# Hidden Creek Golf Course Golf Cart Purchase

**City Council Presentation, March 4 ,2024**

**Staff Presenter: Jen Basham, Director-Parks and Recreation**



# Background

- The current fleet of 80 golf carts was purchased in February of 2019 along with 2 beverage cart units.
- These carts were funded via a loan from the proprietary equipment replacement fund and golf repaid the loan in full as of November 2023
- The typical life cycle of a flooded lead acid fleet is 42-48 months, putting our fleet up for replacement in FY 23
- During evaluation of replacement in 2023 it was determined that new batteries (\$98,107) could allow for additional years of life and allow for additional funding to establish sufficient reserves to fully fund cart replacement
- The fleet is now experiencing additional mechanical challenges requiring that we evaluate the replacement options prior to FY25



# Current Cart Issues

- The golf cart batteries are operating well, but we are currently experiencing an excessive amount of other mechanical issues.
- Issues include brakes, micro switches controlling the pedal box, ball joints, and tire issues.
- The current daily average number of carts down is 10 to 15. Staff continues to make repairs, but new issues arise daily.
- To ensure that there are carts for every group staff is blocking tee times to account for the number of golf carts down.



# Current Impacts

- During peak months (April – October), 10 to 15 tee times each day will need to be blocked to ensure there are enough carts for play
- Assuming 80% of those tee times are to be filled the number of rounds lost would be between 960 and 1,420 rounds
- The average rate per round for Hidden Creek is \$49.97 per round
- The average revenue loss per month during April through July would be \$48,000 to \$71,000





# Proposed Solution:

## Club Car Golf Cart Replacement Fleet

### Cart Acquisition via Cooperative Agreement

- 75 Lithium-Ion battery fleet carts
- 3 gas powered carts for staff
- 2 café beverage cart units
- 1 range picker cart
- Temporary gap fleet of 10 to 20 carts can be leased from Club Car to ensure guest needs until delivery of new fleet. Once agreement is signed, temporary carts will be available in 2-3 weeks. This agreement would be approved administratively.
- Current fleet of 80 EZGO and 2 beverage carts to be traded in
- Current range cart will be retained and used as a backup



# Additional Service Recommendation: GPS Tracking

## Cart tracking and Control

- Control over golf cart fleet with geo-fencing
  - Protect sensitive areas of the course (greens, tees, newly sodded areas)
  - Ability to keep the fleet on the cart path on wet days
  - Lock down the cart fleet at night
  - Speed control in designated areas
- Pace of Play Management and reporting
- Two-way messaging with golf carts

## Golfer Experience

- 10-inch touch screen with hole views and yardages
- Approach views and detailed greens maps
- Food and Beverage ordering and reports
- Targeted advertisements throughout round



# GPS Lease Cost and Funding

- Cost to per cart per month - \$50
- Total Annual Cost- \$45,000
- Lease includes hardware and service
- Operational expense outside of cart costs
- Estimated Revenue Increase- \$73,000
- Funding Source: Golf Operational Fund





# Potential Revenue Impact of new carts and GPS

The current cart rental rates are significantly lower than local competitors. With the addition of GPS to the new cart fleet, a rate increase of \$2 on 9-hole rates and an increase of \$3 on 18-hole rates would be recommended. This would result in a revenue increase of approximately \$73,000 annually. If approved, a fee adjustment would be recommended once new carts are received.

FY 23 golf cart revenues	\$258,342
FY 23 golf cart rounds	36,578

<u>Current Golf Cart Rental Rates</u>		<u>Proposed Rental Rates:</u>	
9 holes - \$7	18 holes - \$14	9 holes - \$9	18 holes - \$17

<u>Competitor rates</u>		
Southern Oaks	City of Ft. Worth	City of Arlington
9 holes - \$9	9 holes - \$8.50	18 holes - \$18.00
18 holes - \$18	18 holes - \$17	

# Purchase/ Lease Options

- Cost to purchase fleet - \$544,800
  - Inclusive of trade-in of \$1,700 per cart
- Estimated trade in value at end of life (4 Years)- \$283,500
- Cost of 15 Gap Fleet units - \$1,650/Month
- Funding Source: Proprietary ERF (Loan)
- Future Budget Amendment

- Cost to lease fleet- \$87,061.32/Year
- Total Lease Cost - \$391,775.94 for 54 months
- Cost of 15 Gap Fleet units - \$1,650/Month
- Funding Source: Golf Operational Fund
- Lease does not include maintenance. \$15,000 annual contract for inspections services/minor repairs available.
- Possible additional expenses for damaged carts

# Financial Analysis and Funding Mechanism

## Amortization Schedule

Year	Interest	Prinicipal	Ending Balance
1	\$25,865.57	\$60,520.03	\$484,279.97
2	\$22,769.25	\$63,616.35	\$420,663.62
3	\$19,514.53	\$66,871.07	\$353,792.55
4	\$16,093.28	\$70,292.55	\$283,500.00
5*	\$0.00	\$283,500.00	\$0.00

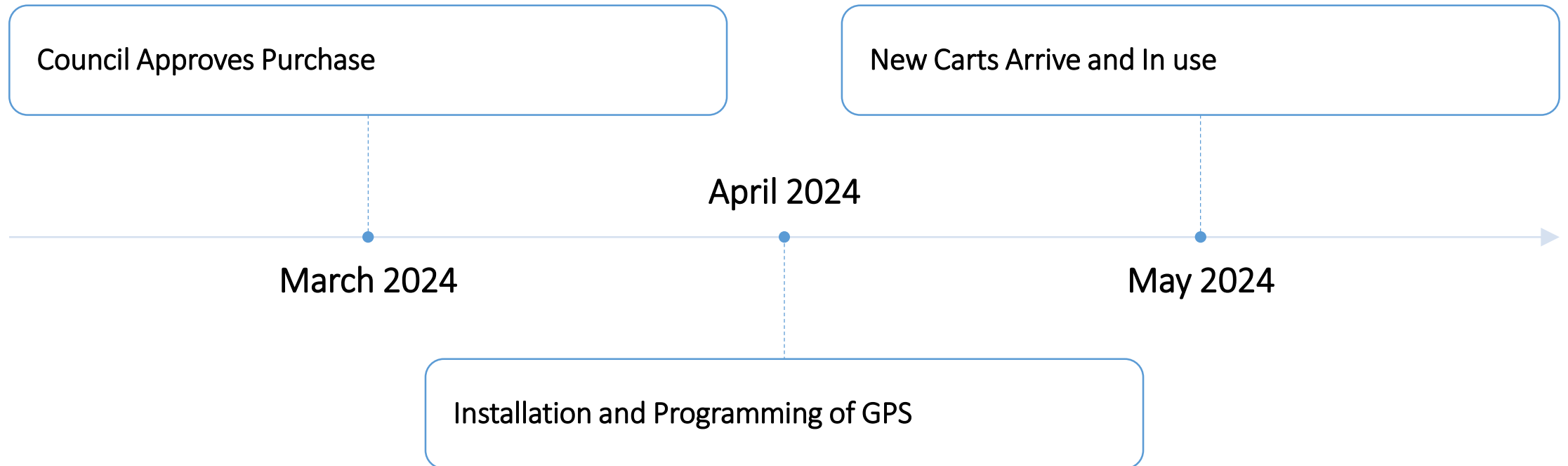
\*Year 5 Payment is the anticipated Auction/Trade-in Value



# Financial Analysis and Funding Mechanism

- Cost to purchase fleet \$544,800
- Estimated trade in value at end of life \$283,500
- Net amount to be financed with inter fund loan (5% interest) \$544,800
- Total interest amount \$84,242.63
- Total repayment amount \$629,042.63

# Next Steps

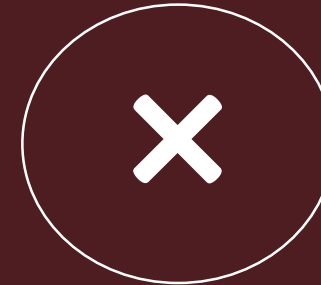


# Options

**Staff Recommendation**



Approve Cooperative Contract for golf carts with Club Car in the amount of \$544,800.



Deny Contract.

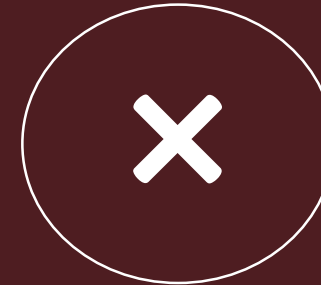


# Options

**Staff Recommendation**



Approve Cooperative Contract for Golf Cart GPS with Club Car for 4 years in the amount of \$180,000.



Deny Contract.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:

Date Filed:

Date Acknowledged:

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Club Car LLC  
EVANS, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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030424 - golf carts

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Major Drive Holdings IV, LLC	Beverly Hills, CA, USA	✓	
Major Drive Holdings III, LLC	Beverly Hills, CA, USA	✓	
Major Drive Holdings II, LLC	Beverly Hills, CA, USA	✓	
Major Drive Holdings, LLC	Beverly Hills, CA, USA	✓	

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is JAMES CLOYD and my date of birth is [REDACTED]

My address is 4125 Washington Road Evans GA 30809 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TX, on the 27 day of FEB. 20 24.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

---

## City Council Regular Meeting

**DEPARTMENT:** Parks and Recreation

**FROM:** Jen Basham, Director of Parks and Recreation

**MEETING:** March 4, 2024

---

**SUBJECT:**

Consider approval of the purchase of GPS for golf carts for four years at Hidden Creek Golf Course through Sourcewell cooperative purchasing agreement #122220-CCR with Club Car in the amount of \$180,000(*Staff Contact: Jen Basham, Director of Parks and Recreation*)

**SUMMARY:**

Staff is proposing to utilize GPS positioning systems on the golf cart fleet at Hidden Creek Golf Course. This positioning system enhances the golfer experience by adding the following enhancements:

- 10-inch touch screen with hole views and yardages
- Approach views and detailed greens maps
- Food and Beverage ordering and reports
- Targeted advertisements throughout round

The systems will assist the management of the course through:

- Control over golf cart fleet with geo-fencing
- Protect sensitive areas of the course (greens, tees, newly sodded areas)
- Ability to keep the fleet on the cart path on wet days
- Lock down the cart fleet at night
- Speed control in designated areas
- Pace of play management and reporting
- Two-way messaging with golf carts



**RECOMMENDATION:**

Staff recommends proceeding with the purchase of GPS positioning systems for the golf cart fleet at Hidden Creek Golf Course.

**COUNCIL ACTION:**

- 1) Approve
- 2) Deny request

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

NA

**FISCAL IMPACT:**

The cost for the addition of the GPS system is \$180,000 over the course of four years. Staff anticipates recovering the cost for the additional expense through an update to the cart rental fee on the fee schedule.

**STAFF CONTACT:**

Jen Basham  
Director of Parks and Recreation  
[jbasham@burlesontx.com](mailto:jbasham@burlesontx.com)  
817-426-9201

A grayscale photograph of a row of golf carts parked on a paved path. The carts are lined up, with the one in the foreground being the most prominent. The background shows a grassy area and trees under a bright sky.

# Hidden Creek Golf Course Golf Cart Purchase

**City Council Presentation, March 4 ,2024**

**Staff Presenter: Jen Basham, Director-Parks and Recreation**

# Background

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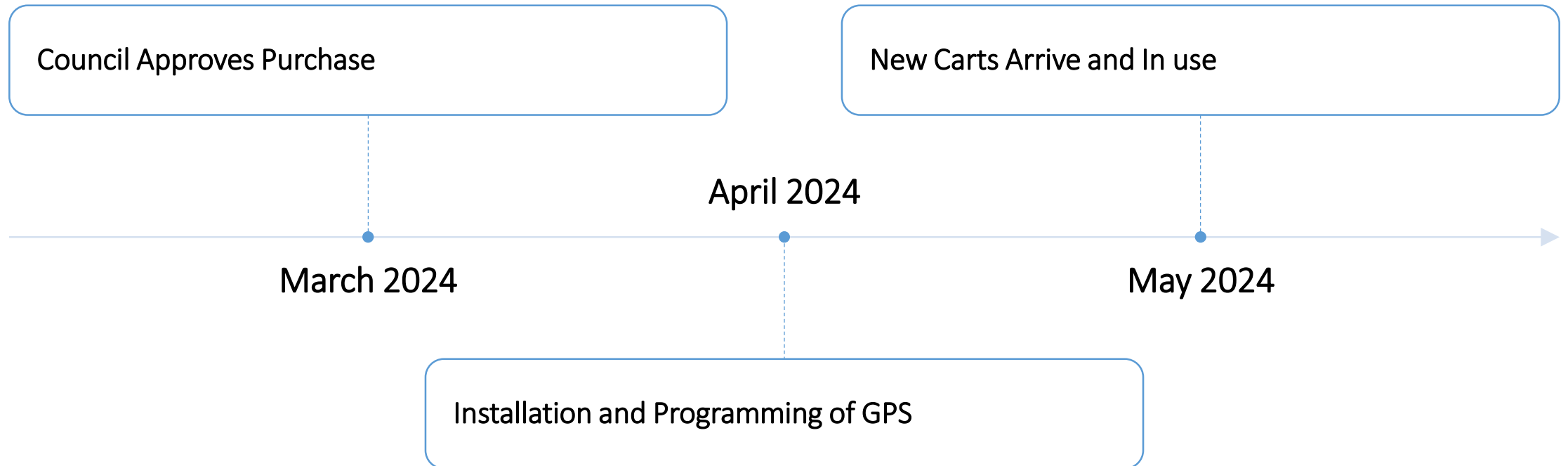
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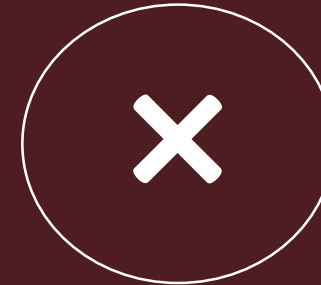


# Options

**Staff Recommendation**



Approve Cooperative Contract for golf carts with Club Car in the amount of \$544,800.



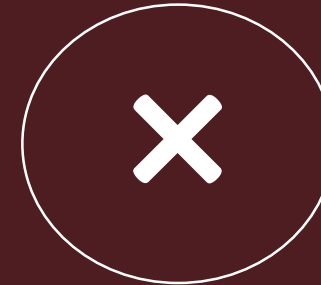
Deny Contract.

# Options

**Staff Recommendation**



Approve Cooperative Contract for Golf Cart GPS with Club Car for 4 years in the amount of \$180,000.



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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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EVANS, GA United States

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030424 - golf carts

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		Controlling	Intermediary
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Major Drive Holdings III, LLC	Beverly Hills, CA, USA	✓	
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I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TX, on the 27 day of FEB. 20 24.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

---

## City Council Regular Meeting

**DEPARTMENT:** City Manager's Office  
**FROM:** Eric Oscarson, Deputy City Manager  
**MEETING:** March 4, 2024

---

**SUBJECT:**

Consider approval of City Council Policy 43, formally adopting the City of Burleson Asset Management Policy and Corporate Risk Matrix. (Staff Contact: Eric Oscarson, Deputy City Manager)

**SUMMARY:**

The Asset Management Policy expresses the commitment of the City of Burleson to guide the effective and sustainable management of the City's infrastructure assets. This policy will inform the City's approach to maintaining, preserving, and enhancing its assets.

As the City's asset base ages, focus on the maintenance of existing infrastructure and careful decision-making regarding infrastructure development becomes increasingly necessary. Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, and to maintain service levels.

The City's Asset Management Program commits to delivering superior service and meeting customer expectations through efficient and effective business processes and asset stewardship. This policy lays out the City's commitment to the pursuit of an optimally informed approach to planning, decision making and the management of critical assets. With this policy, the City will identify and manage critical assets throughout their respective lifecycles and strive to maximize its effective useful life while being fiscally conscious and limiting the City's business risk exposure.

**RECOMMENDATION:**

Recommend approval of City Council Policy 43, formally adopting the City of Burleson Asset Management Policy and Corporate Risk Matrix.

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

January 24, 2024 – Council Policy and Valuation Committee reviewed initial policy and risk matrix.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Eric Oscarson  
Deputy City Manager  
[eoscarson@burlesontx.com](mailto:eoscarson@burlesontx.com)  
817-426-9837





# Asset Management & Risk Policies

# What is Asset Management?

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## ENVIRONMENTAL PROTECTION AGENCY

“The practice of managing infrastructure capital assets to *minimize the total cost* of owning and operating them, while *delivering the service level* customer’s desire.”

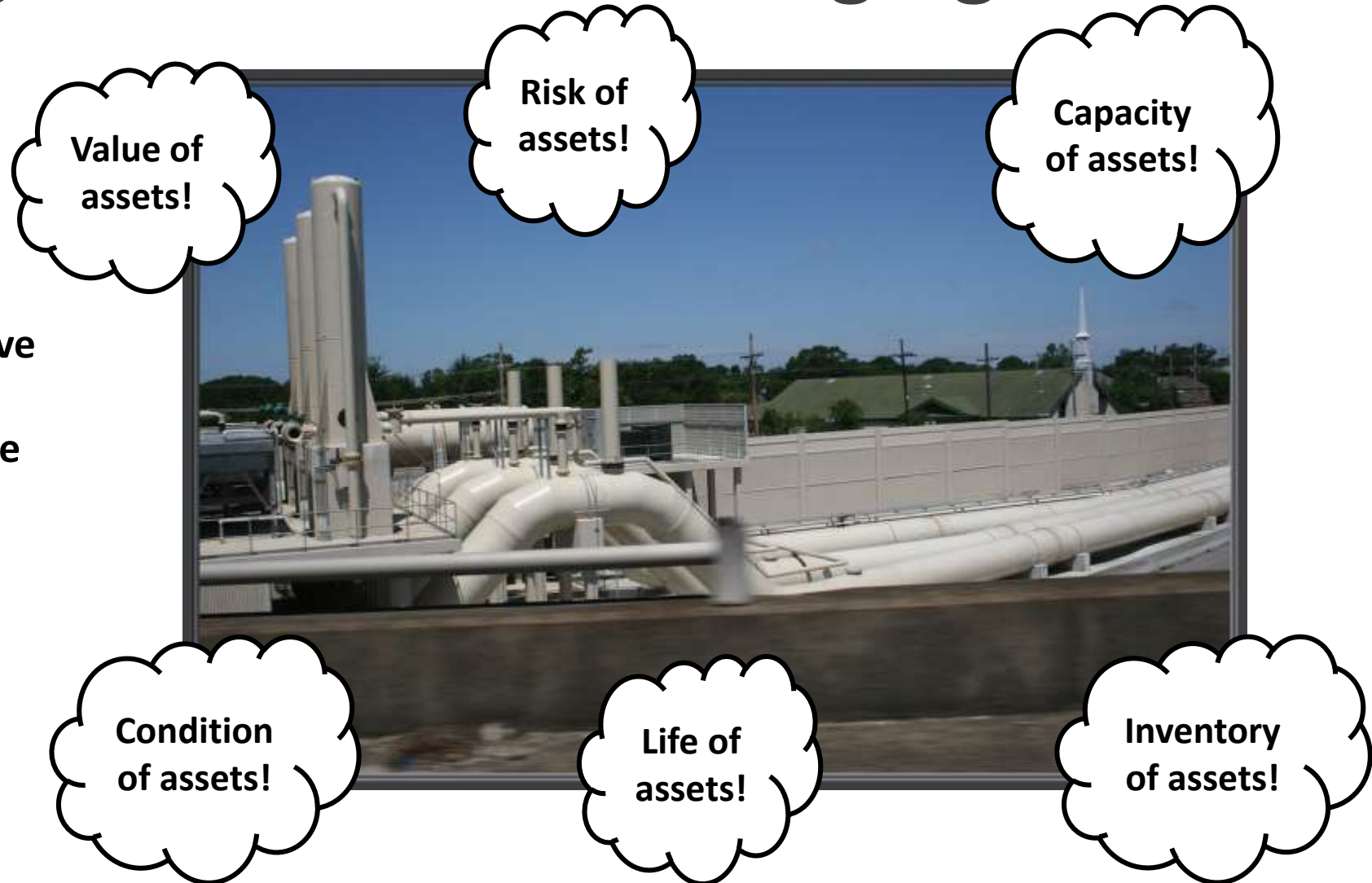


## AMERICAN WATER WORKS ASSOCIATION

“The combination of management, financial, economic, engineering and other practices applied to all assets (infrastructure, people, processes, and systems) with the objective of *providing the required level of service at an acceptable level of risk at an optimal lifecycle cost.*”

# Asset Management means managing...

**It is very important to have a holistic approach while understanding the science of asset management.**





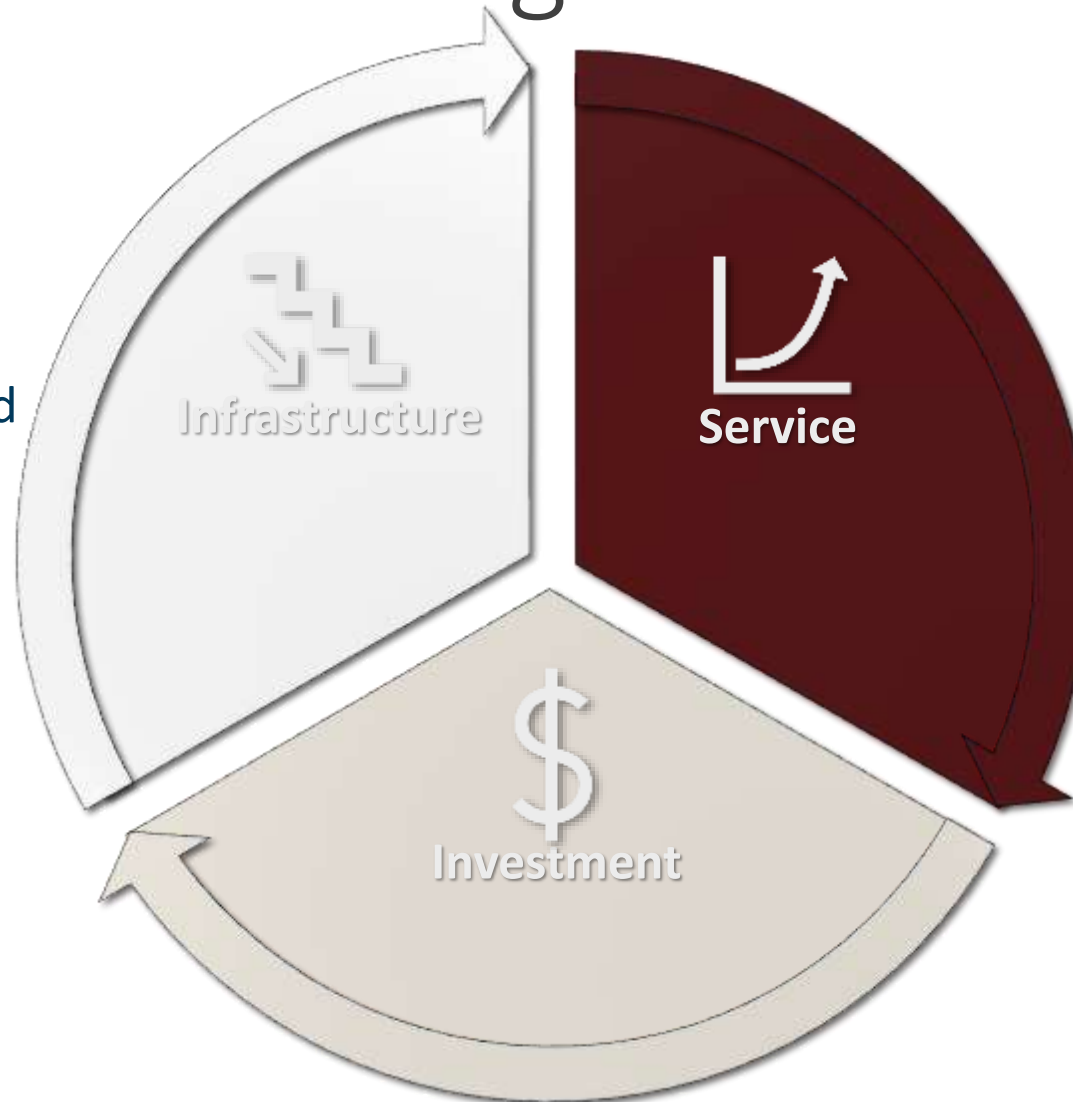
# Benefits of Asset Management

## TACKLING AGING INFRASTRUCTURE

- Maximize value of system renewal dollars, “do more with less”
- Minimize risk to system and community

## INVESTMENT JUSTIFICATION

- Optimize maintenance and capital budget needs
- Provide graphical and operational fact-based answers to renewal needs



## SERVICE IMPROVEMENT

- Proactive vs. reactive diagnosis of infrastructure needs
- Faster responsiveness and reduced length of outages

# Citywide Asset Management Program



# Aligning City's Strategic Vision to the AM Policy

**What are our commitments, expectations and overarching goals and objectives?**

**STRATEGIC FOCUS AREA 1: Operational Excellence**

**OBJECTIVE**  
To make the City of Burleson a more efficient and effective organization by providing strategic technology to be an efficient and effective organization, being financially responsible and providing excellent customer service through the use of technology.

**STRATEGIC FOCUS AREA 2: Infrastructure**

**GOAL 1:**  
Improve efficiency of travel for citizens by focusing on key improvements within the SH 174 Corridor and coordinating with Regional, State and Federal transportation partners for funding and support.

**GOAL 2:**  
Enhance connectivity and improve mobility by expanding capacity of existing transportation network; evaluating additional thoroughfare improvements; and improving roadway, bicycle and pedestrian infrastructure.

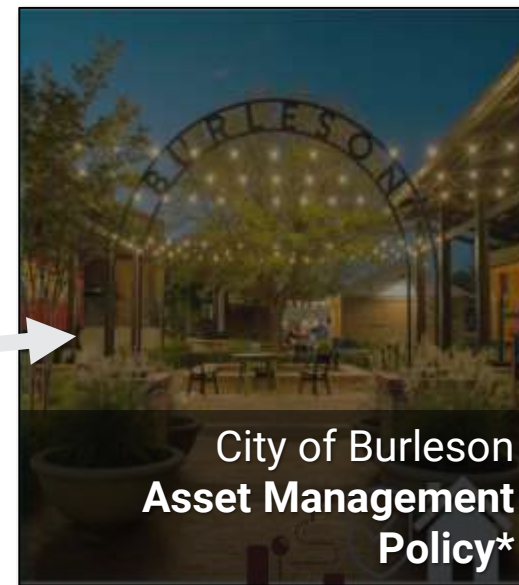
**GOAL 3:**  
Develop and maintain utility services and facilities that meet the needs of the community through strategic planning, long-term planning and best practices.

**GOAL 4:**  
Pursue regional transportation solutions that will assist our residents, visitors and businesses traveling to and from our city.

**GOAL 5:**  
Develop and implement a Capital Improvement Program that improves the quality of life for residents through the completion of projects identified in the city's Master Plans.

**Goal 5**  
Develop and implement a Capital Improvement Program that improves the quality of life for residents through the completion of projects identified in the city's Master Plans.

Work Plan Task	Responsible Department	Target Date
2.5.1. Begin design process to widen and resurface Walker Hill Road to modern road pavement.	Public Works	May 2021
2.5.2. Reconstruct existing street near the SW Johnson Avenue and Rains Street intersection to modern road pavement and improve safety.	Public Works	April 2021
2.5.3. Improve intersection of County Road 910 and FM 1902 by adding a right turn lane.	Public Works	November 2021
2.5.4. Connect 6-inch and 12-inch water lines on Big Horn Drive and Odessa Street to provide additional water line looping, reduce water quality issues and increase fire flow protection.	Public Works	April 2022



AM Policy contains:

- Purpose
- Background
- Organization Alignment
- Definitions
- Commitment Statement

\*to be developed as a part of this project



# ASSET MANAGEMENT POLICY

THE CITY OF BURLESON, TX



## POLICY

The City Council is committed to a comprehensive and strategic approach to managing its infrastructure assets. This involves integrating business processes, employing trained and knowledgeable staff, and fostering effective communication with customers and stakeholders to provide an exceptional level of service. From the planning and design phase to disposal, the City will oversee assets throughout their life cycles using a risk-based framework, ensuring responsible use of public resources while meeting the high service standards expected by residents and stakeholders. The citywide asset management program aims to optimize service delivery by balancing level of service delivery, cost considerations, and business risks. The City is dedicated to compliance with relevant laws, regulations, and established policies, with a continual commitment to evaluating and accurately reporting on program performance. Grounded in solid data, the asset management program ensures that investments are made wisely, at the right time and on the right assets, promoting a data-driven and consistent decision-making process.







## PURPOSE

### Enhance Service Delivery

The Asset Management Policy expresses the commitment of the City of Burleson to guide the effective and sustainable management of the City's infrastructure assets. This policy will inform the City's approach to maintaining, preserving, and enhancing its assets. The primary purposes of this policy are as follows:

- **Optimize asset performance** to ensure the safety and longevity of infrastructure assets, minimizing disruptions, and providing reliable services.
- **Foster fiscal responsibility** to efficiently allocate resources and make informed investment decisions while reducing long-term financial burdens.
- **Enhance resilience and sustainability** to prioritize asset resilience and sustainability in the face of climate change, disasters, and environmental concerns.
- **Align with community goals**, including economic development, quality of life, and environmental stewardship.
- **Promote transparency and accountability** for deeper and stronger community trust and engagement.
- **Enable informed data-driven decision-making** and performance monitoring to support the ever-changing infrastructure needs.

# Consequence of Failure

IMPACT TYPE	WATER	WASTEWATER	STORMWATER	ROAD	CITY FACILITIES	PARKS/REC.
 <b>Environmental/ Regulatory</b>	Contaminated water supply	Water pollution	Flooding and erosion	Increased air pollution	Inefficient energy use	Deforestation and biodiversity loss
 <b>Social</b>	Public health crises	Home damage and displacement	Community displacement	Increased commute times	Limited access to services	Reduced recreation opportunities
 <b>Municipal</b>	Strained emergency services	Budget strain and repairs	Disaster response costs	High maintenance costs	Costly renovations/replacements	Decreased property values
 <b>Financial</b>	Remediation costs	Frequent repair costs	Damages and decreased property values	High maintenance costs	Costly renovations/replacements	Decreased revenue



# Tolerating the Consequences

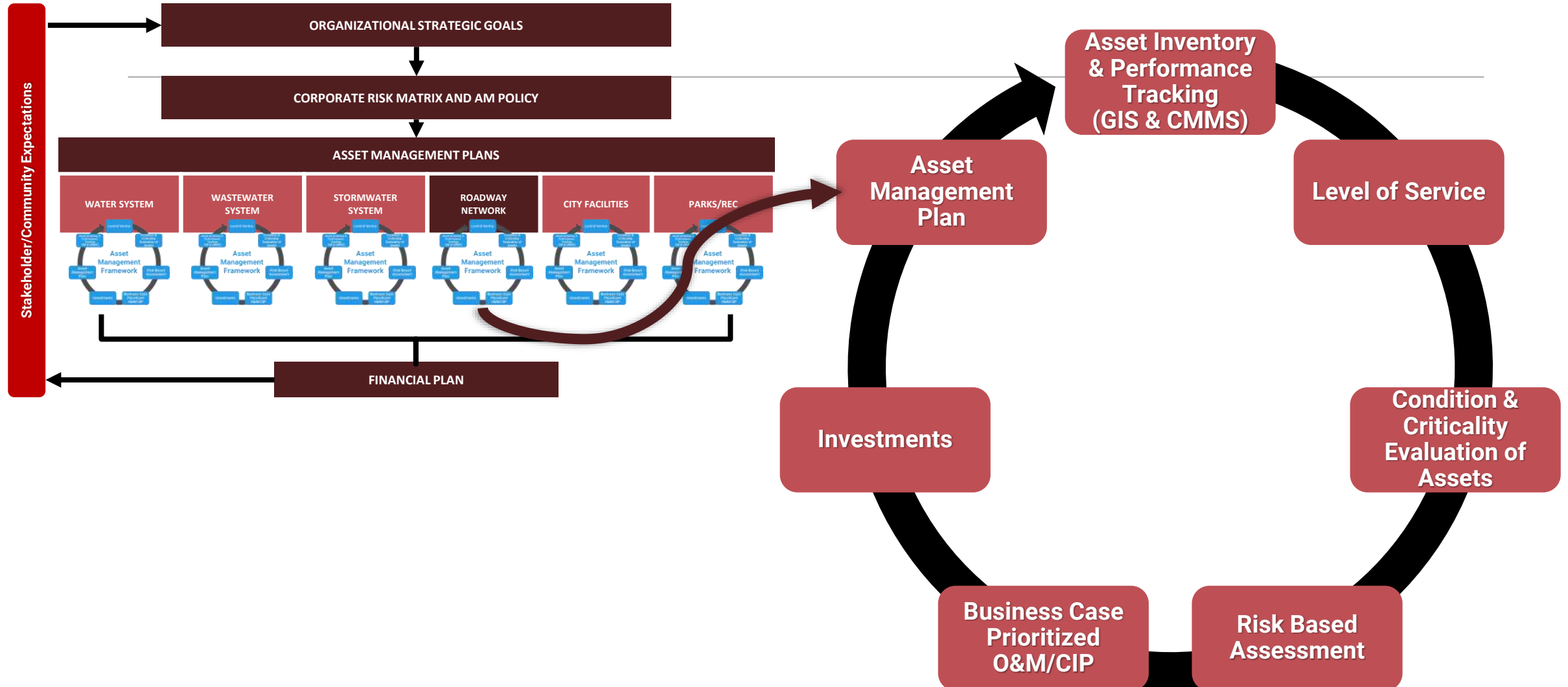
Non-Tolerable Outcomes



COF Criteria	Criteria/Definition	Consequence of Failure Score				
		1	2	3	4	5
<b>Regulatory Compliance and Environmental Impact</b>	<i>Impact to land, vegetation, groundwater, waterways, ecosystems and or the atmosphere within the FWW region and adjacent regions.</i>	No Impact	Localized and short-term reversible effects on local ecosystem/amenity value	Widespread but short-term effects on local ecosystem/amenity value	Water - Public Notice (any tier) Wastewater - Regulatory Fines/Aquatic Life Deaths	Widespread and persistent effects requiring specialist and extensive long-term clean up and/or rehabilitation plan
<b>Loss of Service</b>	<i>The maximum time an asset can be out of service due to the operational impacts on the supply of drinking water or sewerage services.</i>	No Impact	Customer impacted for less than 4 hours	Customer impacted for 4 - 11 hours	Customer impacted for 12 - 23 hours	Customer impacted for 24 hours or more
<b>Safety (Staff)</b>	<i>Health and safety impacts to FWW's employees or contractors</i>	No Impact	Minor injury with no associated lost time	Reportable injury with lost time (typically less than 3 days)	Significant injury requiring short-term hospitalization and/or recoverable disability	Serious injury or work related illness causing lifelong disability
<b>Operational and Resource Impacts</b>	<i>Impact to FWW staff resources to respond to failure.</i>	No Impact	Asset outage is tolerable for up to 120 hours	Asset outage is tolerable for up to 48 hours	Asset outage is tolerable for up to 24 hours	Asset outage is tolerable for up to 12 hours
<b>Public Health Impacts</b>	<i>Impacts to the quality of drinking water or sewage services leading to public health impacts or aesthetic impacts</i>	No Impact	No Impact	No Impact	Potential for low impact	Potential for sever impact
<b>Financial Impact</b>	<i>The estimated financial loss or exposure to the enterprise, in event of a failure</i>	No Impact	Less than \$100,000	\$100,000 - \$499,999	\$500,000 - \$999,999	Greater than or equal to \$1,000,000
<b>Public Trust</b>	<i>This estimates the confidence that FWW's services are trusted by the customer and the public. Failures with higher consequences receive more extensive media coverage and have greater impact on FWW's public perception. Media coverage includes social, print, radio, and visual.</i>	No Impact	Alert posted on website but no media attention	Social Media	Local Media Coverage	National Media Coverage



# Asset Management Framework



# Review Policy and Risk Matrix

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# Policy

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**Purpose** - The Asset Management Policy expresses the commitment of the City of Burleson to guide the effective and sustainable management of the City's infrastructure assets. This policy will inform the City's approach to maintaining, preserving, and enhancing its assets.

**Background** - As the City's asset base ages, focus on the maintenance of existing infrastructure and careful decision-making regarding infrastructure development becomes increasingly necessary. Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, and to maintain service levels.

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# Policy

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**Scope** - The City Council is committed to a comprehensive and strategic approach to managing its infrastructure assets. This involves integrating business processes, employing trained and knowledgeable staff, and fostering effective communication with customers and stakeholders to provide an exceptional level of service. From the planning and design phase to disposal, the city will oversee assets throughout their life cycles using a risk-based framework, ensuring responsible use of public resources while meeting the high service standards expected by residents and stakeholders. The citywide asset management program aims to optimize service delivery by balancing the level of service delivery, cost considerations, and business risks. The City is dedicated to compliance with relevant laws, regulations, and established policies, with a continual commitment to evaluating and accurately reporting on program performance. Grounded in solid data, the asset management program ensures that investments are made wisely, at the right time and on the right assets, promoting a data-driven and consistent decision-making process.

# Policy

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## **Primary Scope –**

1. Optimize asset performance to ensure the safety and longevity of infrastructure assets, minimizing disruptions, and providing reliable services.
2. Foster fiscal responsibility to efficiently allocate resources and make informed investment decisions while reducing long-term financial burdens.
3. Enhance resilience and sustainability to prioritize asset resilience and sustainability in the face of climate change, disasters, and environmental concerns.
4. Align with community goals, including economic development, quality of life, and environmental stewardship.
5. Promote transparency and accountability for deeper and stronger community trust and engagement.
6. Enable informed data-driven decision-making and performance monitoring to support the ever-changing infrastructure needs.

# Policy

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## **Responsibilities -**

- The City Council is responsible for adopting the Asset Management Policy and providing authority to the City Manager to implement the Asset Management Program.
- The City Manager holds the responsibility for ensuring that the City adheres to the principles and commitments outlined in this Asset Management Policy. Furthermore, the City Manager is entrusted with designating appropriate individuals for the reviews and revisions required by this policy.
- The leadership team commits to providing support to the City Manager in the pursuit of compliance with this Asset Management Policy and to actively enforce its implementation within their respective areas of authority.
- All employees, without exception, bear the duty of strict adherence to the provisions set forth in this Asset Management Policy. The City administration is dedicated to furnishing its employees with the necessary knowledge, resources, and skills to effectively uphold and execute this policy.

# Corporate Risk Matrix

CONSEQUENCE CATEGORIES	VERY LOW	LOW	MODERATE	HIGH	VERY HIGH
<b>Regulatory Compliance</b>	No Impact	Minor non-compliance requiring notification of regulatory entity.  Example: Violation of internal processes	Moderate non-compliance triggering internal investigations and potential regulatory scrutiny.  Example: Regulatory violation (SSO)	Significant violation requiring external regulatory intervention and potential legal consequences.  Example: TCEQ Administrative Order	Severe non-compliance resulting in legal actions, fines, and severe damage to reputation.  Example: EPA Consent Decree
<b>Financial</b>	No Impact	Low financial loss, manageable through existing resources and budget adjustments.  Metric: Less than \$100,000	Moderate financial impact necessitating financial reallocation and cost-cutting measures.  Metric: \$100,000 - \$250,000	Significant financial loss, requiring external funding and long-term financial restructuring.  Metric: \$250,000 - \$1,000,000	A severe financial crisis demanding immediate financial intervention and recovery strategies.  Metric: Greater than \$1,000,000
<b>Delivery of Services</b>	No Impact	Slight service disruption with minimal impact on end-users, recoverable through swift corrective actions.  Example: Disruption duration less than 12 hours	Moderate disruption affecting service quality and delivery timelines, requiring prompt attention and recovery.  Example: Disruption duration 12 – 24 hours	Significant service outage leading to public inconvenience, necessitating urgent and comprehensive restoration efforts.  Example: Disruption duration 24-72 hours	Catastrophic service failure causing widespread public distress and necessitating a long-term recovery strategy.  Example: Disruption duration greater than 72 hours



# Corporate Risk Matrix

CONSEQUENCE CATEGORIES	VERY LOW	LOW	MODERATE	HIGH	VERY HIGH
<b>Operational Impact</b>	No Impact	Minor disruptions to routine operations, recoverable through prompt corrective actions.  Example: Disruption tolerable for up to 7 days	Moderate disturbances to operational processes, requiring comprehensive and coordinated recovery efforts.  Example: Disruption tolerable for up to 2 days	Major disruptions affecting critical operations, necessitating urgent and strategic interventions for recovery.  Example: Disruption tolerable for up to 1 day	Catastrophic operational failure jeopardizing core functions, demanding an immediate and sustained recovery plan.  Example: Disruption tolerable for less than 12 hours
<b>Environmental</b>	No Impact	Low environmental impact, with limited harm and manageable mitigation measures.	Moderate environmental damage that has short term effects and is reversible.	Significant environmental damage that has long term effects. Likely to lead to fines for regulatory agencies.	Severe and irreversible ecological harm with long-term consequences, demanding urgent and comprehensive environmental restoration strategies.
<b>Reputation</b>	No Impact	No reputational harm with limited impact on public perception.  Example: Alert Notification on City Website	Moderate reputational harm with limited impact on public perception, manageable through strategic communication efforts.  Example: Social Media Coverage	Moderate damage to reputation affecting a broader audience, requiring a comprehensive reputation management strategy.  Example: Local Media Coverage	Significant reputational crisis with widespread negative impact, necessitating immediate and sustained reputation repair initiatives.  Example: National Media Coverage

# Next Steps

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- Kick-off AM Program with Streets Inventory
  - Utilize existing software to implement AM Program
  - Provide Council opportunity for input on level of service
  - Run optimization modeling for budget scenarios
  - Provide annual maintenance and capital schedule based on modeling
- Determine Priority for further implementation to other assets.

# Recommend Actions

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Adopt City Council Policy 43, City of Burleson Asset Management Policy and Corporate Risk Matrix

# Questions / Comments

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Eric Oscarson  
Deputy City Manager  
[eoscarson@Burlesontx.com](mailto:eoscarson@Burlesontx.com)  
817-426-9837





# CITY COUNCIL POLICY

## 43

### City of Burleson Asset Management Policy

Adopted date	March 4, 2024
Revised date	NA

### CITY OF BURLESON ASSET MANAGEMENT POLICY

#### **Purpose**

The Asset Management Policy expresses the commitment of the City of Burleson to guide the effective and sustainable management of the City's infrastructure assets. This policy will inform the City's approach to maintaining, preserving, and enhancing its assets.

#### **Background**

As the City's asset base ages, focus on the maintenance of existing infrastructure and careful decision-making regarding infrastructure development becomes increasingly necessary. Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, and to maintain service levels.

The City's Asset Management Program commits to delivering superior service and meeting customer expectations through efficient and effective business processes and asset stewardship. This policy lays out the City's commitment to the pursuit of an optimally informed approach to planning, decision making and the management of critical assets. With this policy, the City will identify and manage critical assets throughout their respective lifecycles and strive to maximize its effective useful life while being fiscally conscious and limiting the City's business risk exposure.

#### **Definitions**

**Asset** - An asset is a physical or abstract component, system, or resource that plays

a crucial role in the operation, maintenance, and delivery of services within an infrastructure network or facility. Assets can include roads, bridges, pipelines, tanks, pump stations, buildings, and equipment. Proper management of assets involves their acquisition, maintenance, and optimization to ensure they effectively serve their intended purpose while aligning with the organization's strategic goals.

**Asset Management** - Asset management is a holistic and strategic process within an organization that involves various coordinated activities to optimize the value derived from its assets, all while aligning with the organization's overarching goals. This approach encompasses resource allocation, infrastructure upkeep, performance evaluation, and other essential processes designed to ensure the delivery of high-quality services to stakeholders by effectively planning and maintaining assets. Asset management goes beyond simply addressing the age or condition of assets and is primarily concerned with maximizing the assets' overall utility and contribution to the organization's success.

**Customer** - A customer typically refers to the residents, businesses, and stakeholders within the community who directly benefit from or are affected by the public services and infrastructure provided by the City. These individuals and entities are the end users of the services and assets, and their satisfaction and well-being are central considerations in setting and maintaining the desired level of service.

**Level of Service** - Level of Service represents the established standards for the quality and quantity of public services and infrastructure, guiding resource allocation and ensuring the community's needs are met.

**Sustainability** - Sustainability refers to the practice of responsibly managing and maintaining assets in a way that ensures their long-term viability, value, and functionality. It involves making strategic decisions that consider the environmental, economic, and social aspects of asset performance. Sustainable asset management seeks to balance the need for optimal asset utilization with minimal environmental impact, enhanced energy efficiency, and increased social responsibility. The goal is to preserve and extend the life of assets while aligning with broader sustainability goals and minimizing negative consequences for future generations.

## **Scope**

The City Council is committed to a comprehensive and strategic approach to managing its infrastructure assets. This involves integrating business processes,

employing trained and knowledgeable staff, and fostering effective communication with customers and stakeholders to provide an exceptional level of service. From the planning and design phase to disposal, the city will oversee assets throughout their life cycles using a risk-based framework, ensuring responsible use of public resources while meeting the high service standards expected by residents and stakeholders. The citywide asset management program aims to optimize service delivery by balancing the level of service delivery, cost considerations, and business risks. The City is dedicated to compliance with relevant laws, regulations, and established policies, with a continual commitment to evaluating and accurately reporting on program performance. Grounded in solid data, the asset management program ensures that investments are made wisely, at the right time and on the right assets, promoting a data-driven and consistent decision-making process. The primary scope of this policy are as follows:

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6. Enable informed data-driven decision-making and performance monitoring to support the ever-changing infrastructure needs.

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### Corporate Risk Matrix (cont.)

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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** March 4, 2024

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**SUBJECT:**

Consider approval of a Resolution stating and accepting the results of the Local Option Petition for the legal sale of all alcoholic beverages for off-premise consumption only. (*Staff Presenter: Amanda Campos, City Secretary*)

**SUMMARY:**

The City Secretary's Office received an Application for Local Option Election Petition to Legalize on December 5, 2023 with the required qualifying signatures to receive petitions. The measure listed was 'The legal sale of all alcoholic beverages for off-premise consumption only'. The application also included all other required documentation in accordance with Sections 501.23 and 501.025 of the Texas Election Code. The City Secretary's Office issued required petition forms to the applicants.

Pursuant to Texas Election Code (TEC) Chapter 501; Section 501.032, the total number of valid signatures required for the petition to be sufficient is equal to or greater than 35% of the registered voters in the political subdivision who voted for governor in the most recent gubernatorial election. Based on the calculations provided by the Johnson and Tarrant County Election Administrators, 5,430 Burleson registered voter's signatures are required. The completed petitions filing deadline was February 5, 2024, the completed petition were filed with the City Secretary February 1, 2024.

The City of Burleson entered into a local agreement with Tarrant County Elections to verify the signatures on the petitions submitted. Tarrant County Elections has access to both a State Database of Texas Registered voters but also the expertise to verify the signatures. Upon completion Tarrant County submitted the following findings:

- A total of 7,206 signatures were submitted
- 5,505 signatures were accepted and verified
- 1,701 signatures were rejected
- 5,430 signatures were needed to be accepted and cause a Local Option Election to be ordered

Once filed and verified the City Secretary shall at the next regular council meeting on or after the 30<sup>th</sup> day the petition is filed present the findings to the City Council for appropriate action. The petitions were filed in the required time and with the required number of signatures therefore the city council shall order a Local Option Election to be held at the next uniform election date. A special election must follow the Texas Election Code and be ordered no later than 78 days before the date of the election. The time has passed for the May 4, 2024 uniform election date therefore the next uniform election date is November 5, 2024.

**RECOMMENDATION:**

The city council should accept the findings of the petition submitted via approval of the resolution presented.

The November 5, 2024 election will be budgeted in the FY 2024-2025 budget.

**STAFF CONTACT:**

Name: Amanda Campos

Title: City Secretary

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

817-426-9665 or text 817-291-5846



# Local Option Petition Legalize

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PRESENTED TO THE CITY COUNCIL ON  
MARCH 4, 2024

# The process

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## ➤ **December 5, 2023**

- The City Secretary's Office received a valid application requesting petitions for circulation
- Petitions 2023000001 through 2023001200 were issued with required language for circulation

## ➤ **February 2, 2024**

- Petitions filed with the City Secretary's Office with 7,206 signatures meeting the deadline to return the petition
- Petitions were sent to Tarrant County Elections for verification and acceptance

## ➤ **February 27, 2024**

- Tarrant County Elections returned the petitions with certification letter
- 5,505 signatures were verified and accepted
- 5,430 signatures are required to order an election

# Local Option Election

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- ✓ City Council must order a Special Local Option Election - legalization
- ✓ Must be ordered 78 days prior to the election – next uniform election date is November 5, 2024
- ✓ The measure listed will be:
  - ✓ The legal sale of all alcoholic beverages for off-premise consumption only
- ✓ Contract with Johnson and Tarrant County for election services

# QUESTIONS / COMMENTS





## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR AN ELECTION TO BE HELD TO CONSIDER LEGALIZATION OF THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION ONLY.**

**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 secretary received in compliance with Texas Election Code Section 501.023 a valid application filed by 10 or more qualified voters of the City of Burleson requesting petitions to be circulated among qualified voters; and

**WHEREAS**, the city secretary issued petitions 2023000001 through 2023001200, pursuant to Texas Election Code Section 501.028, seeking an election to legalize the legal sale of all alcoholic beverages for off-premise consumption; and

**WHEREAS**, petitions were issued December 5, 2023, with a deadline of February 5, 2024; and

**WHEREAS**, the petitions were returned to the city secretary February 2, 2024, within the deadline; and

**WHEREAS**, the city contracted with Tarrant County Elections to verify all 7,206 signatures on the petitions filed with the city secretary in accordance with Texas Election Code Section 501.301; and

**WHEREAS**, the number of signatures of qualified voters required for the petitions is 5,430 and 5,505 were verified and qualified; and

**WHEREAS**, the city secretary is presenting these findings and requesting the city council to accept the findings within the required timeframe;

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

#### **Section 1.**

I, Amanda Campos, City Secretary for the City of Burleson, Texas, hereby certify that I received a valid application by 10 or more qualified voters of the City of Burleson requesting petitions for circulation among qualified voters for an election to legalize the legal sale of all alcoholic beverages for off-premise consumption only. I issued petitions 2023000001 through 2023001200, pursuant to the Texas Election Code on December 5, 2023, for circulation by the applicants. The deadline for the applicant to return the petition to the city secretary was February 5, 2024.

**Section 2.**

Pursuant to Texas Election Code Section 501.031 the city secretary through Tarrant County Elections verified the petitions filed February 2, 2024. The number of required signatures is 5,430. The petitions contain 7,206 signatures, and of that amount 5,505 signatures were qualified and accepted as valid; therefore, the petition meets the requirements of the Texas Election Code.

**Section 3.**

Texas Election Code Section 501.032 requires the city secretary to present to the city council at their next regular meeting on or after the 30<sup>th</sup> day the petitions are filed and the findings for the city council to accept and take appropriate action. The petition is sufficient to cause the city council to order a Special Local Option Election to be held on the next uniform election date, which is November 5, 2024.

**Section 4.**

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

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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** March 4, 2024

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**SUBJECT:**

Consider approval of a Resolution Ordering a Special Election – Local Option, legalize the legal sale of all alcoholic beverages for off-premise consumption only.  
(Staff presenter: Amanda Campos, City Secretary)

**SUMMARY:**

The City Secretary's Office received an Application for Local Option Election Petition to Legalize on December 5, 2023 with the required qualifying signatures to receive petitions. The measure listed was 'The legal sale of all alcoholic beverages for off-premise consumption only'. The application also included all other required documentation in accordance with Sections 501.23 and 501.025 of the Texas Election Code. The City Secretary's Office issued required petition forms to the applicants.

Pursuant to Texas Election Code (TEC) Chapter 501; Section 501.032, the total number of valid signatures required for the petition to be sufficient is equal to or greater than 35% of the registered voters in the political subdivision who voted for governor in the most recent gubernatorial election. Based on the calculations provided by the Johnson and Tarrant County Election Administrators, 5,430 Burleson registered voter's signatures are required. The completed petitions filing deadline was February 5, 2024, the completed petition were filed with the City Secretary February 1, 2024.

The City of Burleson entered into a local agreement with Tarrant County Elections to verify the signatures on the petitions submitted. Tarrant County Elections has access to both a State Database of Texas Registered voters but also the expertise to verify the signatures. Upon completion Tarrant County submitted the following findings:

- A total of 7,206 signatures were submitted
- 5,505 signatures were accepted and verified
- 1,701 signatures were rejected
- 5,430 signatures were needed to be accepted and cause a Local Option Election to be ordered

Upon acceptance of valid petitions calling for the city council to order a local option election, the city council must order an election to held at its next regular council meeting. Section 3.005(c) of

the Texas Election code requires the city to order an election no later than 78 days before the uniform election date. The deadline to order an election to be held on May 4, 2024 has passed therefore the city council must order this election to held on November 5, 2024.

The city council must include in the election order, the date of the election, the measures to be voted on, the main early voting place, appoint the early voting clerk, and set forth and establish any other required procedures to conduct the election. At this time the city council will order the election with the intent of contracting with both Johnson and Tarrant county to conduct the election.

The measure before the voters will be legalization; The legal sale of all alcoholic beverages for off-premise consumption only.

**RECOMMENDATION:**

The city council shall order a local option election upon receipt of a valid petition. Recommend approval of the resolution ordering the local option election.

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

Petition to order an election for the legalization – the legal sale of all alcoholic beverages for off-premise consumption only.

**FISCAL IMPACT:**

The November 5, 2024 election will be budgeted for FY 24-25.

**STAFF CONTACT:**

Name: Amanda Campos  
Title: City Secretary  
[acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
817-426-9665 or text 817-291-5846





# Special Election Local Option Election

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PRESENTED TO THE CITY COUNCIL ON  
MARCH 4, 2024

# The process

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## ➤ **December 5, 2023**

- The City Secretary's Office received a valid application requesting petitions for circulation
- Petitions 2023000001 through 2023001200 were issued with required language for circulation

## ➤ **February 2, 2024**

- Petitions filed with the City Secretary's Office with 7,206 signatures meeting the deadline to return the petition
- Petitions were sent to Tarrant County Elections for verification and acceptance

## ➤ **February 27, 2024**

- Tarrant County Elections returned the petitions with certification letter
- 5,505 signatures were verified and accepted
- 5,430 signatures are required to order an election

# Local Option Election

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- ✓ City Council must order a Special Local Option Election - legalization
- ✓ Must be ordered 78 days prior to the election – next uniform election date is November 5, 2024
- ✓ The measure listed will be:
  - ✓ The legal sale of all alcoholic beverages for off-premise consumption only
- ✓ Contract with Johnson and Tarrant County for election services

# QUESTIONS / COMMENTS





## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 FOR PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF BURLESON THE FOLLOWING MEASURE; LEGALIZING THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION ONLY; APPOINTING EARLY VOTING CLERK AND DESIGNATING MAIN EARLY VOTING POLLING PLACE; ESTABLISHING THE TIME, MANNER, AND PROCEDURES FOR THAT ELECTION; AND PROVIDING: AN OPEN MEETINGS CLAUSE; A SEVERABILITY CLAUSE; FOR THE INCORPORATION OF THE RECITALS; AND AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to and consistent with Chapter 501 of the Texas Election Code, the City of Burleson, Texas (City), received a petition requesting a local option election be held to consider the legal sale of all alcoholic beverages for off-premise consumption only; and

**WHEREAS**, pursuant to Sections 501.031 and 501.109 of the Texas Election Code, the City Secretary did cause the petition submitted to be verified through Tarrant County Elections, and determined the petition contained the requisite number of signatures of eligible voters of the City; and

**WHEREAS**, the city council must order an election at its next regular session occurring 30 days on or after the petition is filed with the city secretary; and

**WHEREAS**, the petition was filed with the city secretary on February 2, 2024; and

**WHEREAS**, state law has established the 1<sup>st</sup> Tuesday after the 1<sup>st</sup> Monday in November as a uniform election date for general and special elections; and

**WHEREAS**, Section 3.005(c) of the Texas Election Code requires the City to call the election at least 78 days before the uniform election date; and

**WHEREAS**, by this resolution, it is the intention of the City Council to order a 2024 special election, appointing early voting clerk, designating main early voting polling locations; and establish and set forth procedures for conducting the election.

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

**Section 1.**  
**Election Order for Special Election.**

A special election shall be held in the City of Burleson, Texas, on Tuesday, November 5, 2024, for the purpose of submitting to the qualified voters of the City of Burleson a measure legalizing:

**The legal sale of all alcoholic beverages for off-premise consumption only.**

The official ballot to be used in the special election shall be prepared in accordance with Sections 52.072 and 501.035 of the Texas Election Code. The ballots shall permit the voters to vote “For” or “Against” the measure.

**Section 2.**  
**Early Voting and Ballots by Mail.**

**A. Early Voting Clerk – Johnson County.** The Election Administrator, Patty Bourgeois is hereby designated as the Early Voting Clerk for the Johnson County portion of the City of Burleson and may appoint the necessary deputy clerks as required for early voting.

**B. Early Voting by Personal Appearance – Johnson County.** Early voting by personal appearance shall be conducted in accordance with Texas Election Code. Johnson County Elections, 103 S Walnut St., Cleburne, Texas, 76033 is hereby designated as the Main Early Voting location. Early voting by personal appearance will begin on October 21, 2024, and will end on November 1, 2024. There will be voting on Saturdays, Sundays, or legal holidays.

**C. Voting by Mail – Johnson County.** All voted ballots by mail that are returned on or before Election Day shall be counted. Voted ballots received on the next business day after Election Day will also be counted if they have been postmarked by Election Day. Voted ballots mailed from U.S. citizens residing outside the United States may be counted if clearly postmarked on or before Election Day and received not later than the fifth day after Election Day.

**Applications for Ballot by Mail.** Applications for a ballot by mail may be submitted beginning January 1, 2024. The physical and mailing address of the Early Voting Clerk – Johnson County is 103 S Walnut St., Cleburne, Texas 76033. Early Voting clerk phone number is 817-556-6197, electronic mail (e-mail) is [vote@johnsoncountytexas.org](mailto:vote@johnsoncountytexas.org), and website is <https://www.johnsoncountytexas.org/departments/elections-office>.

**D. Early Voting Clerk – Tarrant County.** The Election Administrator, Clinton Ludwig is hereby designated as the Early Voting Clerk for the Tarrant County portion of the City of Burleson and may appoint the necessary deputy clerks as required for early voting.

**E. Early Voting by Personal Appearance – Tarrant County.** Early voting by personal appearance shall be conducted in accordance with Texas Election Code. Tarrant County Elections Center, 2700 Premier St., Fort Worth, Texas, 76033 is hereby designated as the Main Early Voting location. Early voting by personal appearance will begin on October 21, 2024, and will end on November 5, 2024. There will be voting on Saturdays, Sundays, or legal holidays.

**F. Voting by Mail – Tarrant County.** All voted ballots by mail that are returned on or before Election Day shall be counted. Voted ballots received on the next business day after Election Day

will also be counted if they have been postmarked by Election Day. Voted ballots mailed from U.S. citizens residing outside the United States may be counted if clearly postmarked on or before Election Day and received not later than the fifth day after Election Day.

**Applications for Ballot by Mail.** Applications for a ballot by mail may be submitted beginning January 1, 2024. The physical address of the Early Voting Clerk – Tarrant County is 2700 Premier St., Fort Worth, Texas, 76111. The Mailing address: PO Box 961011, Fort Worth, TX 76161-0011. Early Voting clerk phone number is 817-831-8683, electronic mail (e-mail) is [votebymail@tarrantcountytexas.gov](mailto:votebymail@tarrantcountytexas.gov), and website is <https://www.tarrantcountytexas.gov/en/elections.html>.

### **Section 3. Contract with Johnson County and Tarrant County.**

The City of Burleson will enter into a joint contract for election services with both Johnson County and Tarrant County pursuant to Texas Election Code; Section 31.093.

### **Section 4. Governing Law and Qualified Voters.**

The election shall be held in accordance with the Constitution of the State of Texas and the Texas Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

### **Section 5. Publication and Posting of Notice of Election.**

Notice of the election shall be given as required by Chapter 501 and Chapter 4 of the Texas Election Code, and the Charter of the City of Burleson.

### **Section 6. Submission to the United States Justice Department.**

If needed, the City Secretary of the City of Burleson, Texas, or her designee, is authorized to make a submission to the United States Justice Department to seek pre-clearance as required by law.

### **Section 7. Delivery of Returns.**

In accordance with the Code, immediately after the closing of the polls, the election officers named in this resolution shall make and deliver the returns of the election as follows: one copy shall be retained by the Presiding Election Judge and one copy shall be delivered to the Mayor of the City; All election records and supplies shall be preserved by the county election administrators in accordance with the Code.

### **Section 8. Governing Law.**

The election shall be held as set forth in the City Charter and the Code.

**Section 9.  
Open Meetings Clause.**

It is hereby officially found and determined that the meeting at which this resolution 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 10.  
Severability Clause.**

If any section, subsection, sentence, phrase or word of this resolution be found to be illegal, invalid or unconstitutional, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this resolution or the application of any other section, sentence, phrase, word, paragraph, or provision of any other resolution of the City. The City Council declares that it would have adopted the valid portion and applications of this resolution without the invalid part, and to this end the provisions of this resolution are declared to be severable.

**Section 11.  
Incorporation of Recitals.**

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

**Section 12.  
Effective Date.**

This resolution shall be effective upon its adoption.

**DULY RESOLVED** by the City Council of the City of Burleson, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Seal)

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

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

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney



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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., CFM®, Director  
**MEETING:** March 4, 2024

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**SUBJECT:**

Receive a report, hold a discussion and provide staff feedback regarding the Wayside Horn project planned for the Union Pacific Railroad (UPRR) crossing of CR 714. *(Staff Presenter: Errick Thompson, Director of Public Works & Engineering)*

**SUMMARY:**

Spring 2016, the City incorporated the Railroad Quiet Zones - Old Town project into the 2016-2020 CIP program. This project would establish Quiet Zones to obtain relief from the routine sounding of train horns by meeting specific requirements at each crossing. Initially the project was set up for the four UPRR (Union Pacific Railroad) crossings in Old Town: Commerce, Renfro, Ellison, and Eldred.

The UPRR/CR 714 crossing was added to the design contract in 2016 as one of five quiet zones to be implemented in/around Old Town. In 2018, the total construction estimate for the City's work as well as UPRR estimates at the CR 714 crossing totaled an estimate of \$700,000 (\$900k today with inflation), exceeding the available budget. The remaining four locations (Commerce, Renfro, Ellison, and Eldred) continued through with UPRR agreements and the construction bidding process, with construction completing in the winter of 2020.

The installation of wayside horns was recommended as an alternative method to eliminate train horns. Wayside horns are directional speakers that focus a simulated train horn sound directly down adjacent streets and take the place of train-mounted horns that typically are sounded for up to a half mile from a rail crossing.

The design is complete and has been reviewed by UPRR. UPRR has determined that modifications to their crossing infrastructure will be required at an estimated cost of \$345,881. The City of Burleson will be responsible for this cost.

The below table combines all estimated construction costs to complete the Wayside Horn at CR 714.

<b><u>Project Component</u></b>	<b><u>Component Estimate</u></b>
UPRR Estimated Construction Cost	\$345,881
City's Construction Contract (roadway & wayside horn)	\$112,470
Construction Contingency (10%)	\$45,835
Testing, railroad required insurance, railroad flaggers, construction project management	\$45,835
<b>Total Construction Estimate</b>	<b>\$550,021</b>

Existing funding within the project is \$334,713 of previously issued street bonds. In order to complete the project an additional \$215,308 is needed.

**RECOMMENDATION:**

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

02/20/2024- Council received a report, and held a discussion regarding the Wayside Horn project planned for the Union Pacific Railroad (UPRR) crossing of CR 714. Current item is an extension of the same item and discussion.

09/17/2021- Council received a report, held a discussion, and gave direction regarding a Wayside Horn on County Road 714. (item 9.A)

03/18/2019- Council approved a bid award and a construction contract for the Old Town Quiet Zones Project (4 locations) with The Fain Group, Inc., in the amount of \$424,219. (item 5.C)

02/04/2019- City Council approved an agreement with UPRR for Public AT-Grade Crossings for Old Town Quiet Zones (four) with a total cost of \$541,893 and ongoing annual maintenance costs of \$22,460. (item 4.A)

05/16/2016- City Council approved a Supplemental Appropriation Ordinance and Engineering Services Contract for the design and permitting of UPRR Quiet Zones at five (5) Locations with TranSystems Corporation, in an amount not to exceed \$254,000. (item 4.A)

**REFERENCE:**

CSO #1007-03-2019 – Bid Award and Construction Contract for Old Town Quiet Zones (four locations) - The Fain Group, Inc.

CSO #984-02-2019 – Agreement with UPRR for Public AT-Grade Crossings for Old Town Quiet Zones (four locations)

CSO #430-05-2016 – Engineering Services Contract- TranSystems

**FISCAL IMPACT:**

TBD

**STAFF CONTACT:**

Errick Thompson  
Director of Public Works & Engineering  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610



# CR 714 Wayside Horn Project Update

City Council  
March 4, 2024  
Public Works & Engineering





# Background

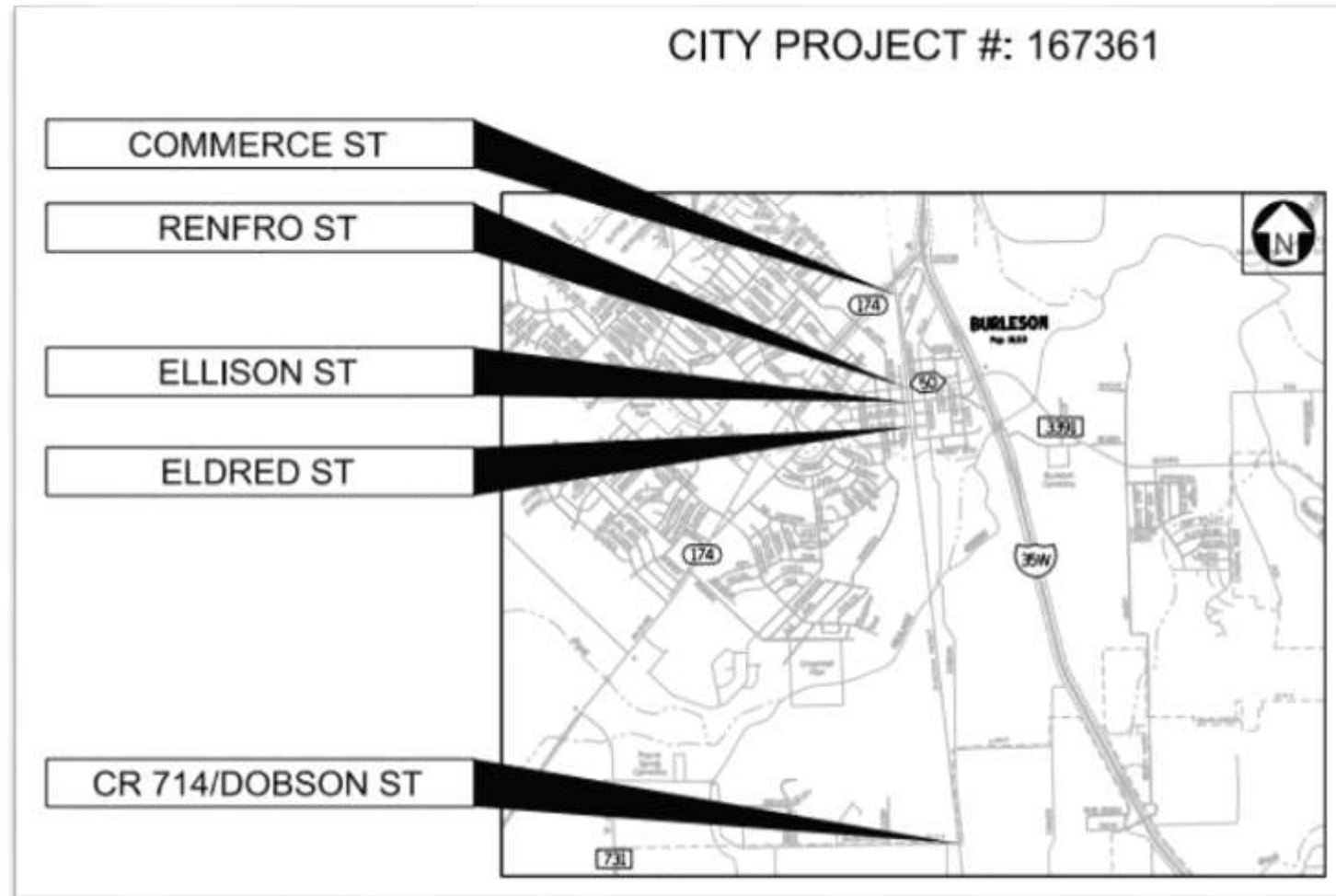
- Federal Railroad Administration (FRA) statistics for 2022 indicate there were 2,202 collisions across the U.S. including 269 crossing fatalities and 827 crossing injuries
- Texas had more collisions than any other state as illustrated by FRA data on the right
- Train horns are a primary component of broader at-grade crossing risk mitigation
- Railway safety regulations (“the Train Horn Rule”) require locomotive engineers to sound horns starting approximately one-quarter mile before each at-grade crossing

New  
↓

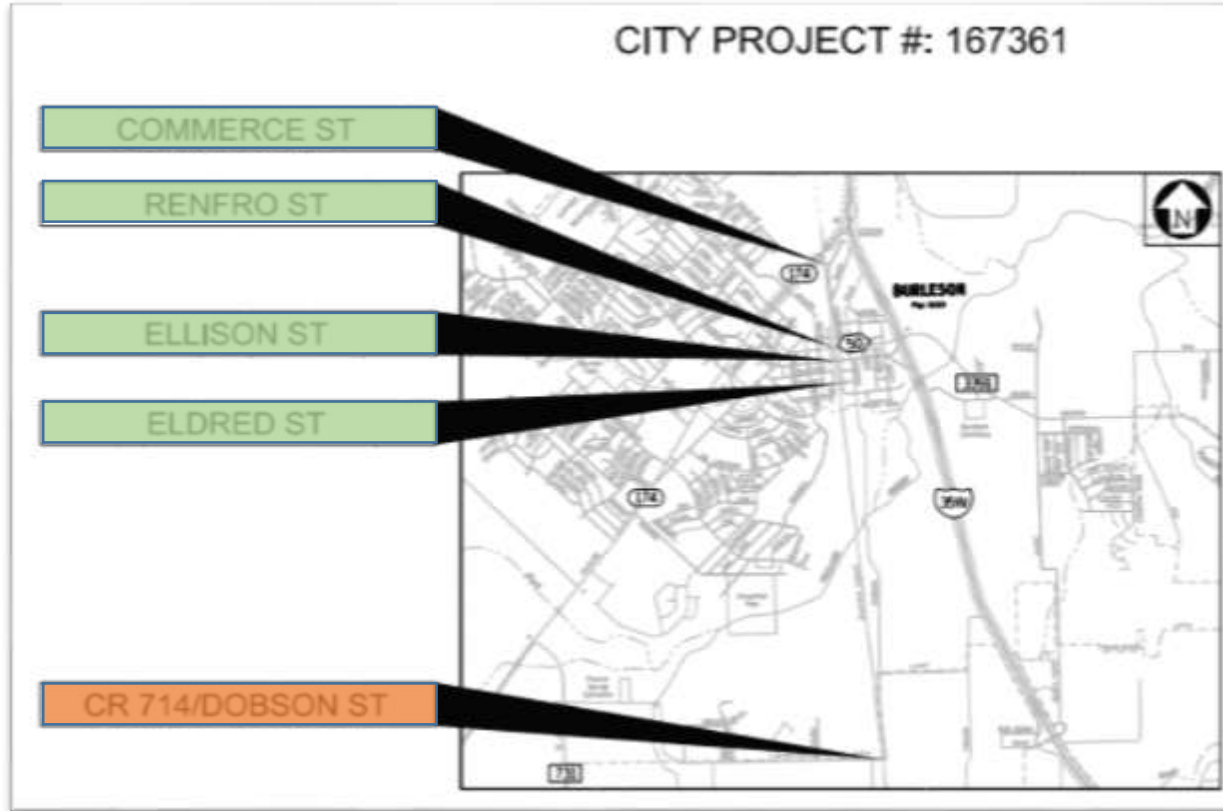
Rank	State	Collisions	Deaths	Injuries	Total At-Grade Crossings
1	Texas	241	31	82	16,113
2	California	172	40	38	10,583
3	Illinois	148	25	46	14,126
4	Florida	117	19	50	5,331
5	Indiana	101	20	27	8,576
6	Georgia	99	2	24	8,312
7	Louisiana	93	4	47	5,535
8	Alabama	88	8	38	5,014
9	Ohio	68	4	13	10,770
10	North Carolina	59	6	14	7,986

# Background - Burleson Quiet Zones

- Summer 2016: City Council approved a contract with TranSystems Corporation for design and permitting of quiet zones
- Fall 2018: Construction plans completed and submitted to UPRR for them to design and provide cost estimates for corresponding railroad infrastructure modifications required



# Quiet Zones Summary

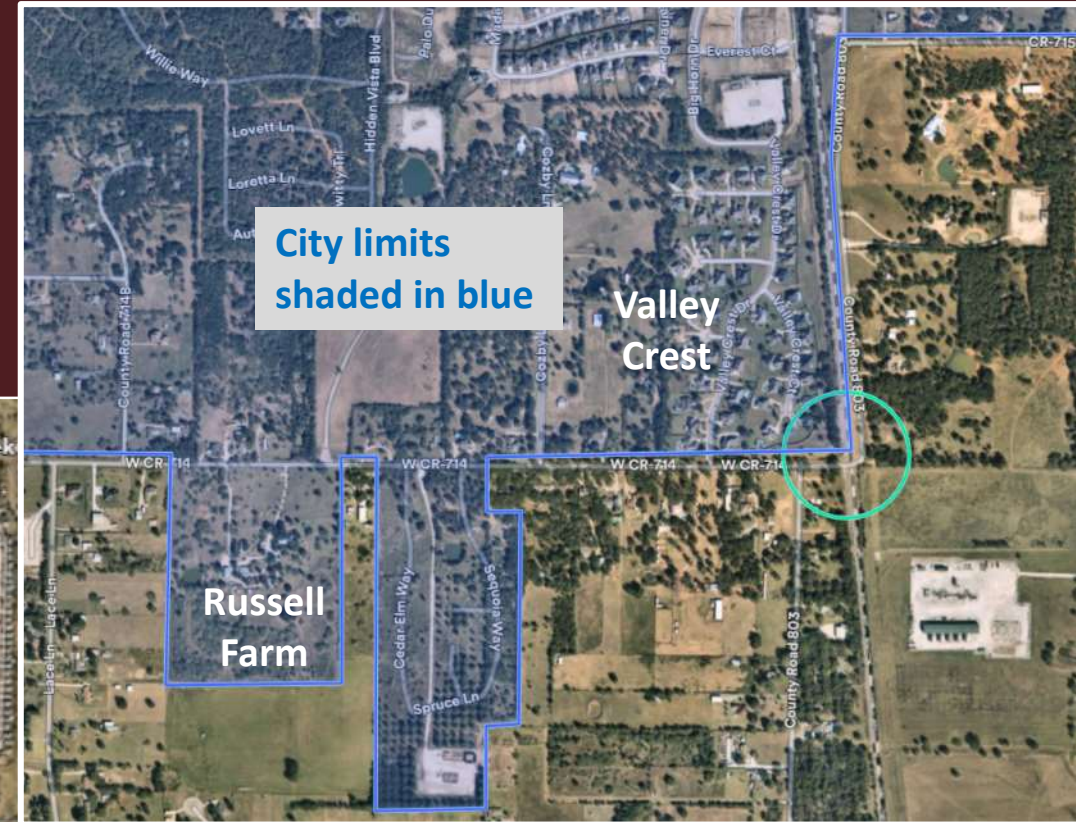


Design	UPRR Improvements	Construction	Total Quiet Zone Expenditures
\$238,940 (Including CR 714 Quiet Zone)	\$404,645	\$506,197	<b>\$1,149,782</b> (spent 2016-2020)



# Background - CR 714 & S. Dobson

CR 714 on both sides of UPRR crossing  
is maintained by Johnson County





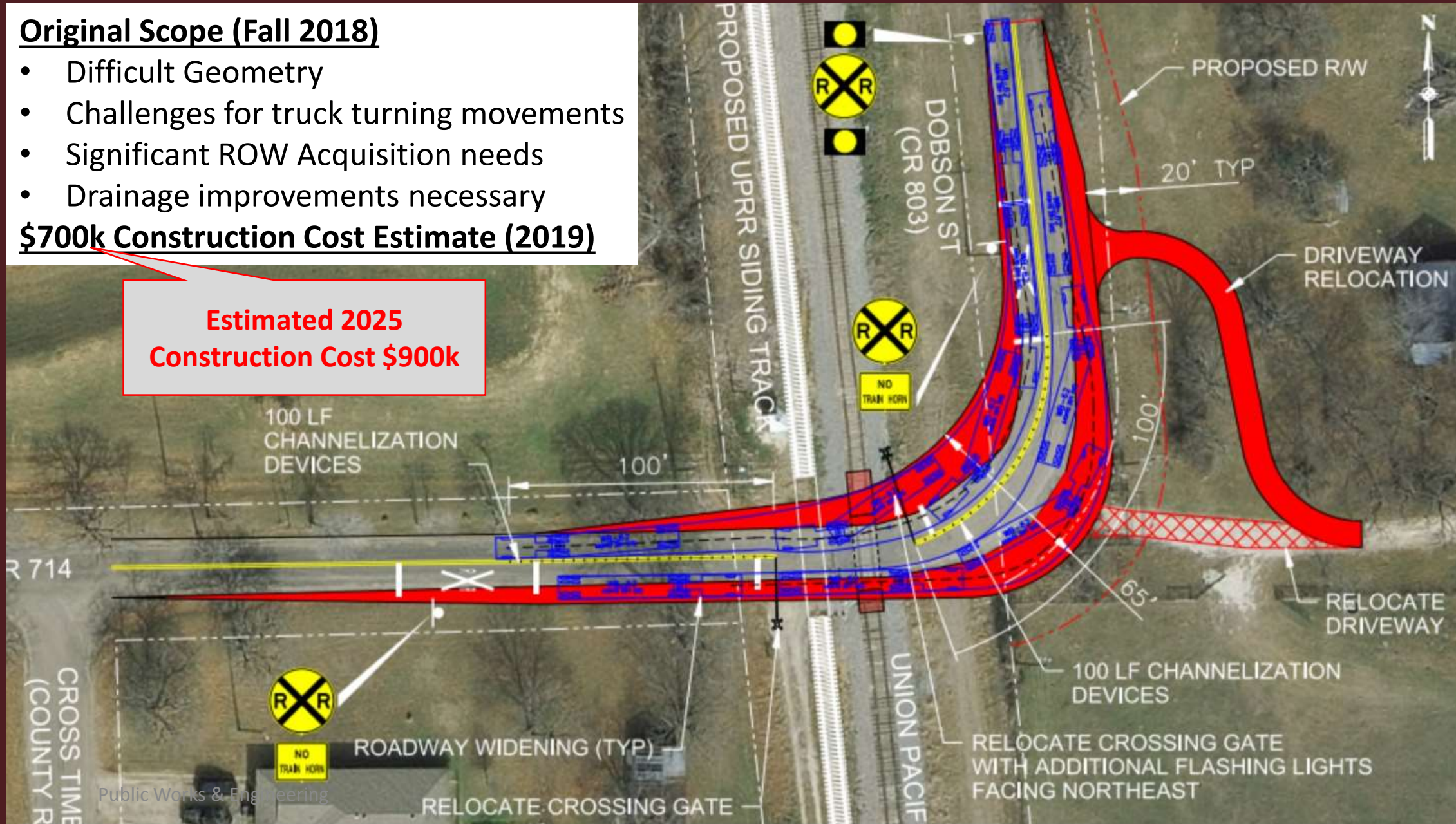
# CR 714 Quiet Zone Design

## Original Scope (Fall 2018)

- Difficult Geometry
- Challenges for truck turning movements
- Significant ROW Acquisition needs
- Drainage improvements necessary

## \$700k Construction Cost Estimate (2019)

**Estimated 2025  
Construction Cost \$900k**



# CR 714 Quiet Zone to Wayside Horn

- TruHorizon contracted Spring 2021 to conduct noise study of potential alternatives for this crossing
- Summer 2021 – Residents agreed that the wayside horn was much quieter and preferred over the train horn; however, their original expectation was for a quiet zone (no horns)
- Fall 2021 - Staff presented wayside horn option with estimated construction cost of \$250k to City Council; direction to move forward



**Wayside horns** are stationary horns mounted on poles at active railroad crossings to provide audible warnings directed toward the roadway, alerting motorists, pedestrians, and bicyclists of approaching train

Title 49 of the Code of Federal Regulations (49 CFR) provides requirements for directional audible warning at highway-rail grade crossings equipped with active traffic control devices consisting of, at a minimum, flashing lights and gates



# Background - Measurement of Sound

**Train horns are blown in all directions  
approximately ¼ mile away both north and  
south of crossing**

(moving sound source of approximately 106 dB)



**Wayside horns direct consistent audible  
warnings toward the roadway**

(stationary sound source of approximately 90-95  
dB within 100 ft. of the horn and less than 80 dB  
at a distance of 500 ft. away from the horns)



140 dB		Jet Take-Off
125 dB		Firecrackers
110 dB		Rock Group
95 dB		Noisy Workplace
80 dB		Street Traffic
65 dB		Business Office
60 dB		Conversational Speech
40 dB		Living Room
35 dB		Library
20 dB		Bedroom
15 dB		Woods
10 dB		Breathing
0 dB		Weakest Sound

# Train / Wayside Horn Noise Study – CR 714 Crossing

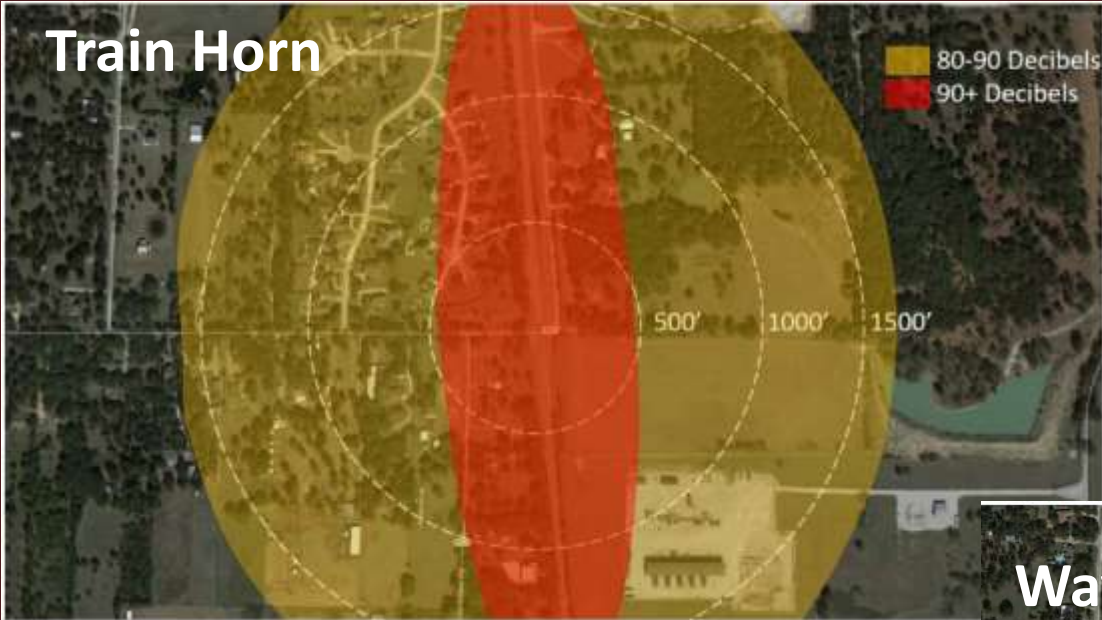


Figure 1 – Approximate Sound Levels with Train Horn

110 dB		Rock Group
95 dB		Noisy Workplace



Figure 2 – Approximate Sound Levels with Wayside Horn (No Train Horn)



# CR 714 Wayside Horn



**Figure 4. Color coded representation of measured level near Dobson Street wayside horn.**

Wayside horn system was shown to provide a significant reduction in noise level compared to traditional train horns

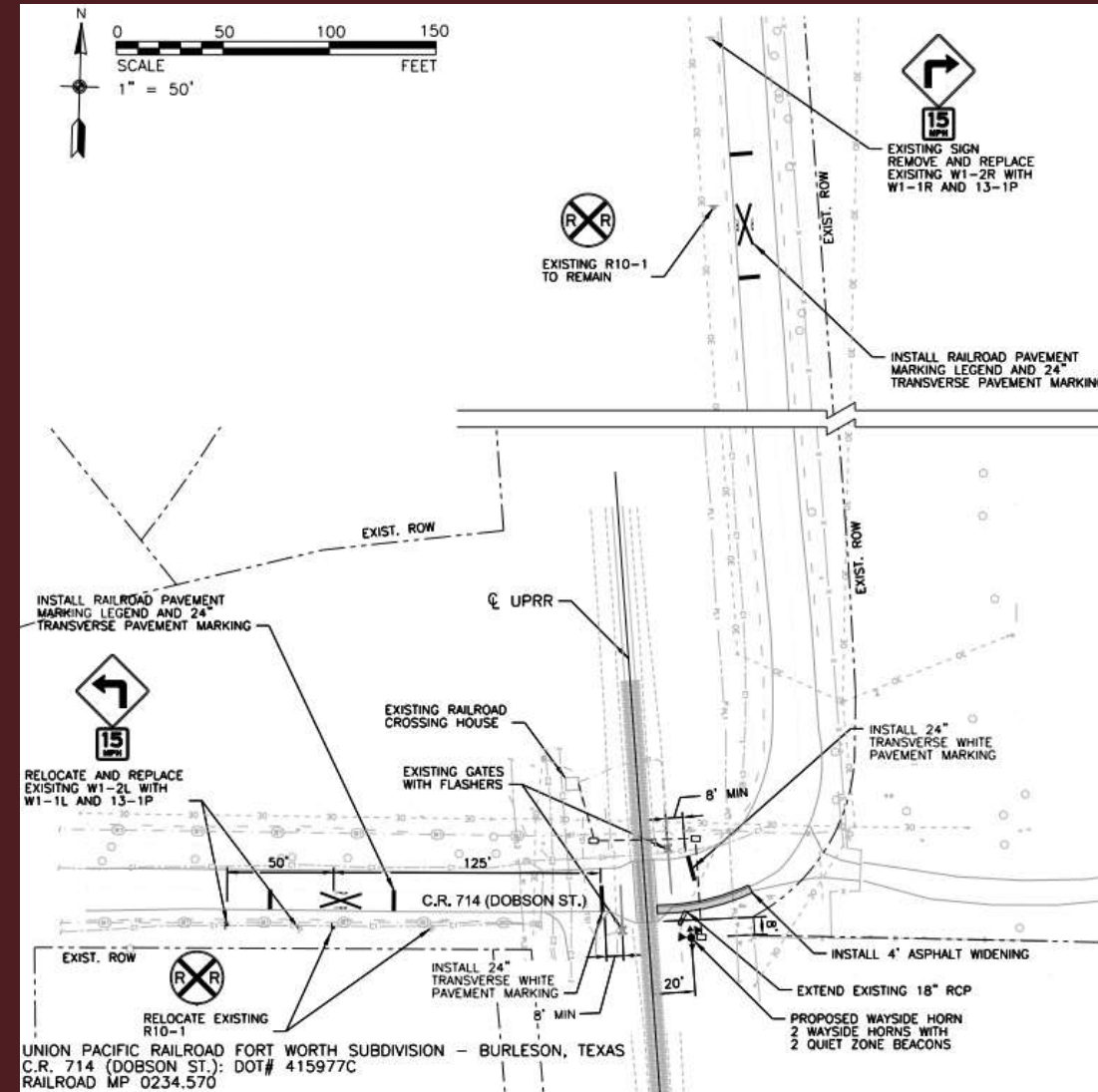
Noise study also modeled two different sound wall options, but neither was deemed cost-effective based on negligible sound reduction at significant additional cost

95 dB		Noisy Workplace
80 dB		Street Traffic
65 dB		Business Office
60 dB		Conversational Speech

# CR 714 Wayside Horn

- Spring 2022 - City entered into a contract with TranSystems to design CR 714 Wayside Horn (\$36,969)
- December 2022 - 100% plans submitted to UPRR for their review and cost estimating for corresponding railroad infrastructure improvements required

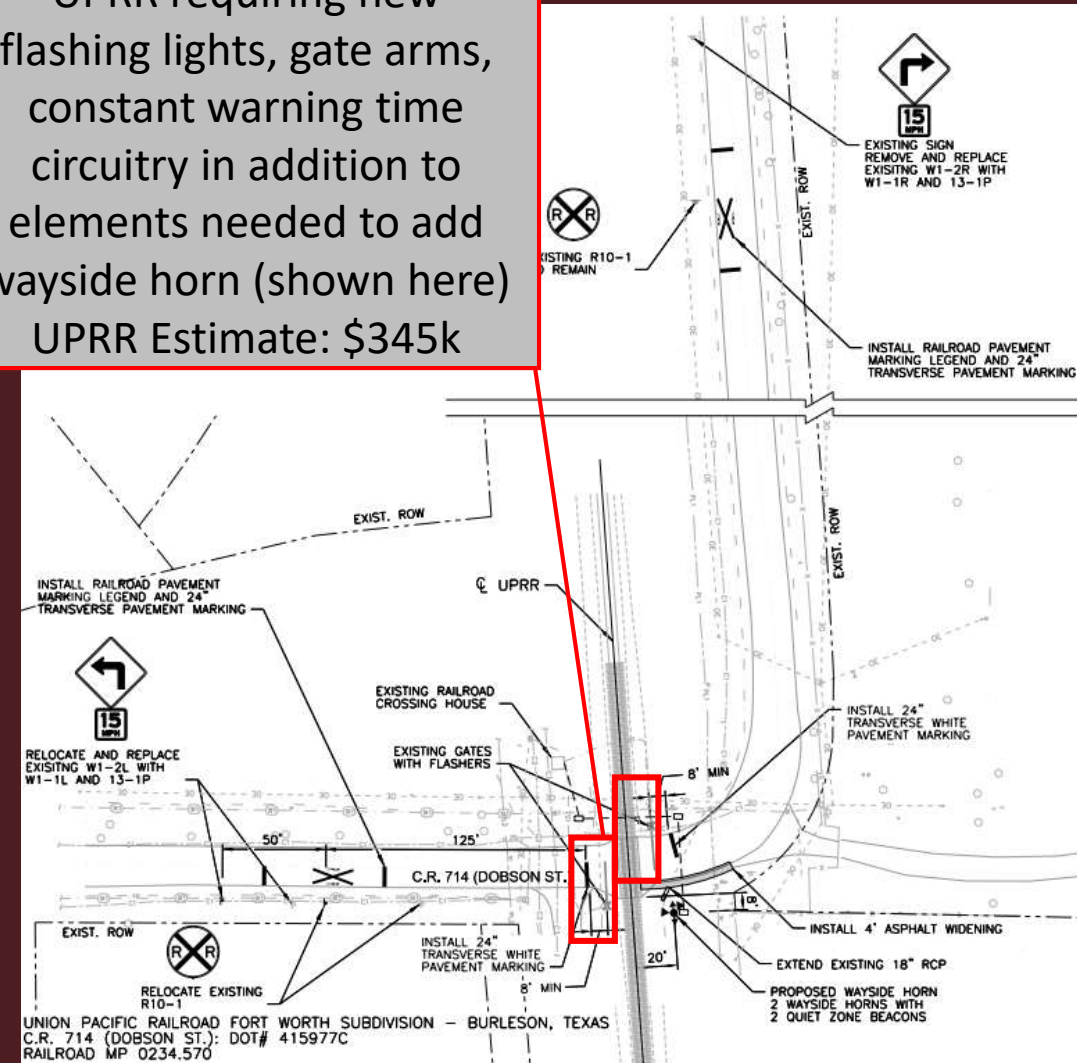
City's estimated construction costs for roadway and wayside horn work to be approximately \$150k excluding UPRR improvements



# Background- CR 714 (Wayside Horn)

- January 2023 - Benesch (local UPRR design consultant) provided initial comments that were addressed and resubmitted back to UPRR (expected four – six-month review timeline)
- August 2023 - UPRR provided estimate of \$345k for infrastructure modifications required for integration of the wayside horn system into their track controls
- December 2023 – UPRR confirmed that the City would be responsible for the full cost estimate

UPRR requiring new  
flashing lights, gate arms,  
constant warning time  
circuitry in addition to  
elements needed to add  
wayside horn (shown here)  
UPRR Estimate: \$345k



Roadway / Wayside Horn (\$112,470)	+	UPRR Improvements (\$345,881)	=	<b>Total Construction Cost (\$458,351)</b>
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Estimated Annual  
Maintenance Cost \$11,408

# CR 714 Wayside Horn - Moving Forward

## Funds needed to complete project

- UPRR Estimated Construction Cost \$345,881
- City's Construction Contract (roadway & wayside horn) \$112,470
- 10% Construction Contingency \$45,835
- 10% Testing, RR Insurance, Flaggers, Construction Project Management \$45,835

**Total \$550,021**

## Existing funding

**\$334,713**

(Previous Street Bonds)

## Additional funding needed

**\$215,308**

(Source: TBD)

Estimated annual maintenance cost for the CR 714 (Wayside Horn) is \$11,408 - for comparison, the annual maintenance for the two most recently completed quiet zones (Ellison and Renfro) are \$10,370 and \$3,740, respectively



# Follow-Up from February 20th Meeting

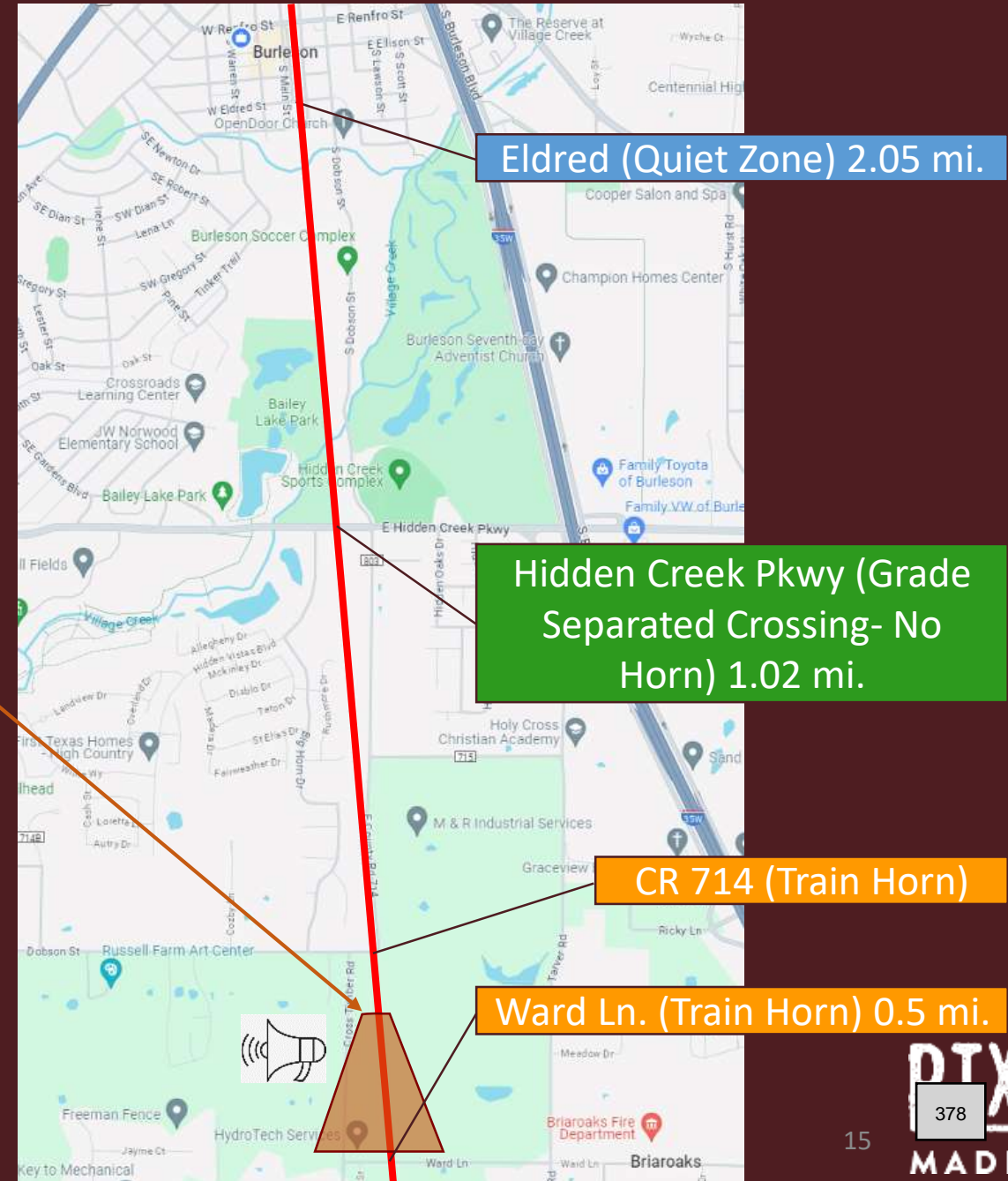
- Surrounding railroad crossings near Valley Crest
- Recent Johnson County Communication
- Timeline for Quiet Zone

# At-grade Crossings Near the CR 714 Crossing

- Closest at-grade crossing with train horns is approximately 0.5 mile to the south at Ward Ln.
- Southbound trains sound their horns approximately 880 ft. south of CR 714 (per US DOT FRA guidance assuming 60 mph speed, sounding horn 20 seconds prior to crossing or about 0.33 mile before the Ward Ln. crossing)
- Both the CR 714 and Ward Ln. crossings (both county roads) would need to be converted to quiet zones to eliminate train horns near CR 714 crossing

The vast majority of *southbound* train traffic from Fort Worth uses tracks to Midlothian and currently on average, one southbound train uses this line through Burleson daily

Distance from CR 714

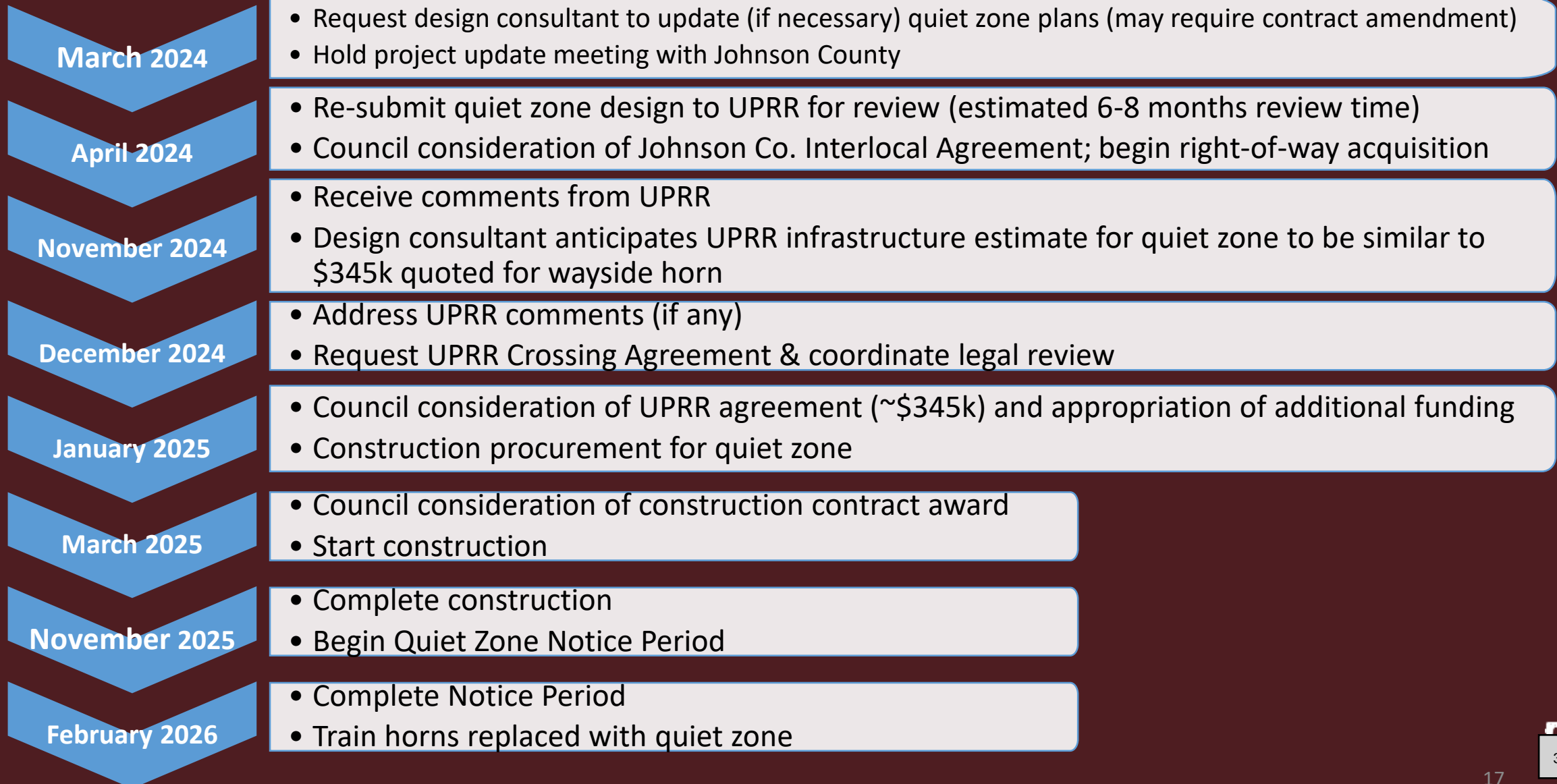


# Recent Johnson County Communication

- Precinct 2 Commissioner Kenny Howell indicated willingness to explore an interlocal agreement for the City's quiet zone project at this location
- Agreement could address authority for right-of-way acquisition by the City, construction funding, and maintenance obligations
- Johnson County is not considering contributing to initial construction costs, but may consider assuming maintenance responsibility for the quiet zone elements in their right-of-way after construction if the decision is to move forward with a quiet zone (currently the County maintains up to the railroad right-of-way)

# Next Steps: Quiet Zone

\*Schedule dependent upon UPRR response times





# Next Steps: Wayside Horn

March  
2024

- Request UPRR Crossing Agreement & coordinate legal review
- Hold project update meeting with Johnson County

April  
2024

- Council consideration of UPRR agreement (\$345k initial construction costs & \$11k annual maintenance ) and appropriation of additional funding
- Construction procurement for roadway & wayside horn

June  
2024

- Council consideration of construction contract award
- Start construction

January  
2025

- Complete construction
- Train horns replaced by wayside horns

\*Schedule dependent upon UPRR response times

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

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## City Council Regular Meeting

**DEPARTMENT:** Development Services

**FROM:** Tony D. McIlwain, Development Services Director

**MEETING:** March 4, 2024

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**SUBJECT:**

Receive a report, hold a discussion and provide staff feedback regarding easement and right-of-use agreements. (*Staff contact: Tony D. McIlwain, AICP, CFM, Development Services Director*)

**SUMMARY:**

The purpose of this discussion item is to provide the City Council a report of the Policy and Valuation Committee's work efforts regarding changes to the City's easement and right-of-way use agreement process. The Council Policy and Valuation Committee has conducted two meetings to discuss changes to the City's easement and right-of-use agreements. Specifically, the Committee provided comments and recommendations on the following:

- Revised review and approval process
- Revised form agreement
- Criteria for plan submittals
- Future renewal process
- Fees
- Policy vs ordinance

Additionally, the Committee has discussed incorporating the Old Town Design Standards Review Committee (OTDSRC) into the review and recommendation process for right-of-way use agreements located within Old Town. As part of this process, staff sought feedback from the OTDSRC regarding criteria for plan submittals and expanding to add design professionals to its membership.

**RECOMMENDATION:**

Staff recommends the City Council consider the first reading on an ordinance incorporating the Committee's proposed changes at the regular meeting of March 18<sup>th</sup>.

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

11/20/23: The Council Policy and valuation Committee received a report regarding right-of-use agreements and provided staff direction for proposed changes.

1/24/24: The Council Policy and Valuation Committee received a 2<sup>nd</sup> report regarding right-of-use agreements and directed staff to solicit input from the OTDSRC.

2/14/24: The OTDSRC received a briefing on the proposed changes to the right-of-way use agreement process.

**REFERENCE:**

Insert CSO# if applicable

Insert resolution or ordinance change

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Tony D. Mcilwain  
Development Services Director  
[tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
817-426-9684





# EASEMENT AND RIGHT-OF-WAY USE AGREEMENTS

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City Council: March 4, 2024

# Discussion Topics

The following topics will be discussed during this presentation:

- ❖ Easement and Right-of-way use agreements
- ❖ How many do we currently have?
- ❖ Current Old Town Use Agreements
- ❖ Council Policy and Valuation Committee
- ❖ Revised Review and Approval Process
- ❖ Process Flow Chart
- ❖ Revised Application
- ❖ New Form Agreement Provisions
- ❖ Criteria for Plan Submittals
- ❖ OTDSRC Feedback
- ❖ Council's Direction
- ❖ Next steps

# EASEMENT AND RIGHT-OF-WAY USE AGREEMENTS

The City utilizes an easement and right-of-way (R-O-W) use agreement for any improvement or use within a publicly dedicated right-of-way or easement. The current process is detailed Section 3.3 of the City's Design Manual.

The following list identifies examples of items that require an agreement:

- ❖ Masonry fences or any part of a fence that is masonry
- ❖ Retaining walls greater than 3 feet or, if the wall supports a structure, less than 3 feet
- ❖ Private storm drains or area drains
- ❖ Swimming pool decks
- ❖ Wood decks, patios, and gazebos
- ❖ Buildings, signs, or other permanent improvements

# EASEMENT AND RIGHT-OF-WAY USE AGREEMENTS

- ❖ An easement is the legal right to use a part of another owner's land for a specific purpose. Easements can be recorded and conveyed via a separate dedication instrument, or as part of a filed subdivision plat.
- ❖ The City's typically utilizes the following four types of easements:
  - ❖ Sewer easement is used for the installation or maintenance of public sewer facilities upon or under private land.
  - ❖ Utility easement is used for installing or maintaining public utilities across, over or under private land.
  - ❖ Water easement is used for public water facilities upon or under private land.
  - ❖ Drainage easement is used for the installation or maintenance of public drainage utilities upon or under private land.



# EASEMENT AND RIGHT-OF-WAY USE AGREEMENT

- ❖ A right-of-way is generally defined as a legal right of access and passage over land.
- ❖ Rights-of-way can be used for railroad use, franchise utility use, vehicular (traffic) use and pedestrian-only use.
- ❖ Access can be legally conveyed and recorded via a separate instrument or plat dedication.
- ❖ A right-of-way can also be acquired via condemnation.

# HOW MANY DO WE CURRENTLY HAVE?

- ❖ There are approximately 121 easement and right-of-way use agreements for pipelines, fences, pools, gazebos, sheds, signs, irrigations lines, etc.
- ❖ 112 of these agreements are for properties located within Johnson County, with the remaining 9 agreements for properties within Tarrant County.
- ❖ Roughly 57 to 62 of the approved agreements involve right-of-way use encroachments.

# CURRENT OLD TOWN USE AGREEMENTS

❖ The following Easement and R-O-W Use agreements have been approved in Old Town:

2011- Grumps- balcony with columns at sidewalk

2012-JJ Oyster Bar- dumpster pad

2012- Dalton's Corner- dumpster enclosure

2014-Babe's-2 'to-go' parking signs in sidewalk

2014-Old Texas Brewing Company-grease trap

2015-Old Texas Brewing Company-use of four parking stalls for dining

2019-Old Town Station-patio area

2021-Spice Rack- seating area

2022-Depot on Main- stone retaining wall

2024-Spice Rack- metal awning and wood columns for searing area

2024-Old Texas Brewing Company-metal canopy, bollards, metal and wood fence

# COUNCIL POLICY AND VALUATION COMMITTEE

- ❖ The Council Policy and Valuation Committee discussed easement and right of use agreements at two separate meetings held on November 20, 2023 and January 24<sup>th</sup> and provided direction and recommendations, which will be detailed on the next slides.



# REVISED REVIEW AND APPROVAL PROCESS

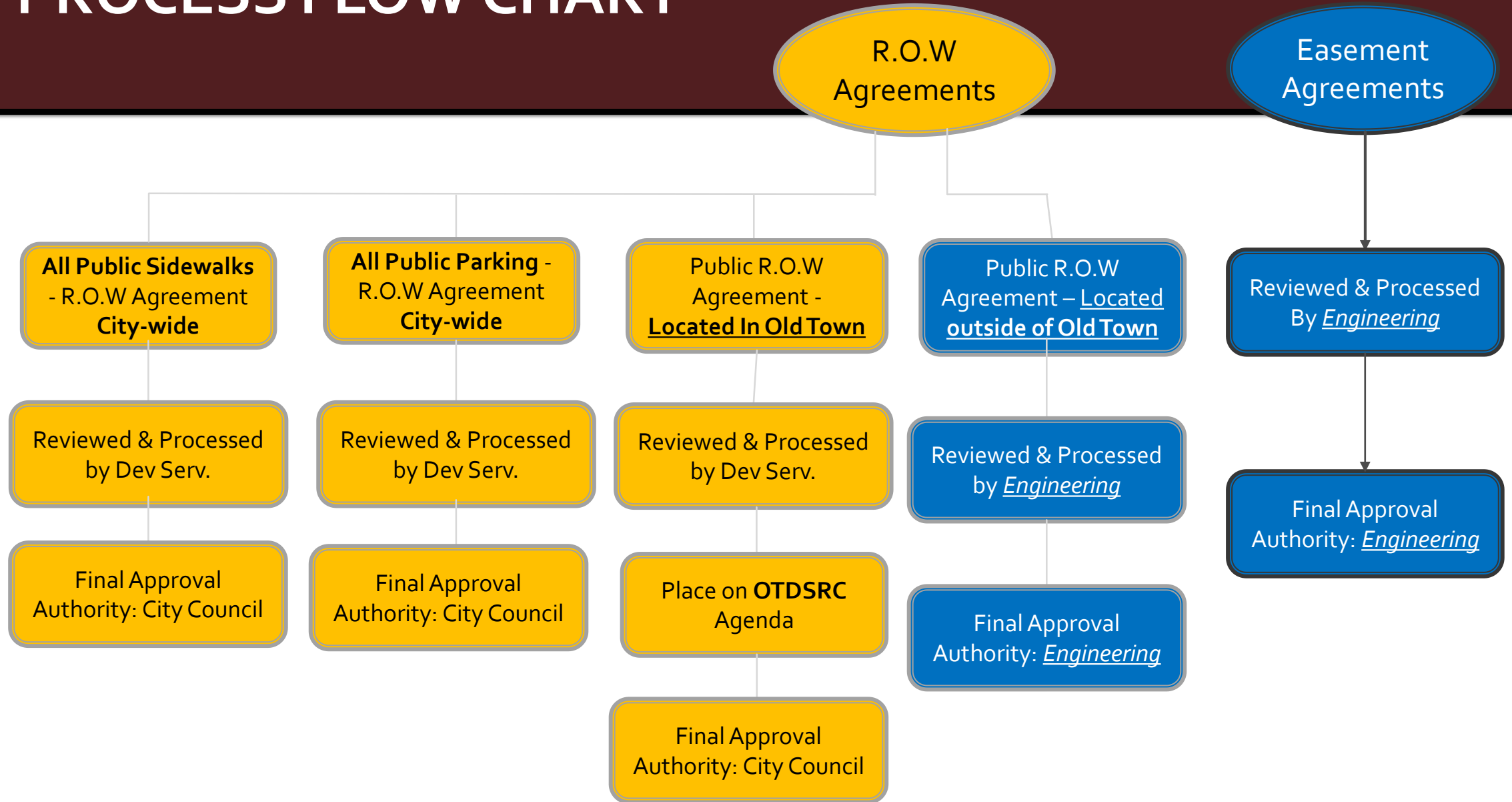
❖ The Committee has proposed the following changes:

- Public Works- Engineering will review and administratively approve easement use agreements (city-wide) and right-of-way use agreements that are located outside of Old Town.
- All right-of-way use agreements located in Old Town will proceed to the Old Town Design Standards Review Committee for review and then to City Council for consideration. All public parking and public sidewalks use agreements will proceed directly to City Council for consideration.
- Approved right-of-way use agreements will be filed with the City Secretary's office instead of the County Clerk.

# REVISED REVIEW AND APPROVAL PROCESS

- Prepare an ordinance to be codified in lieu of a policy.
- City Council to review and reconsider agreements annually.
  - General agenda item (first appearance) and Consent agenda report item for subsequent approval.
- Provide a new form agreement for right-of-way use requests requiring Council approval.
- Revise the application to reflect new workflow(s).
- Staff has prepared a flow chart that illustrates the proposed, new process for easements and right-of-way use agreements.

# PROCESS FLOW CHART



# REVISED APPLICATION

❖ Proposed application will include:

➤ Property owner authorization

➤ Adjacent property owner/tenant contact and comment information

➤ Applicable fee(s)

- \$525 fee for an initial five-year term of the agreement



# NEW FORM AGREEMENT PROVISIONS

- ❖ A requirement that the R-O-W permittee must be owner or lessee of property adjacent to R-O-W.
- ❖ A requirement that the permittee (i) will be responsible for the maintenance of the permitted area, (ii) allow all members of the public to use the permitted area, and (iii) will comply with all local, state, and federal laws.
- ❖ A provision stating that the agreement and use is revocable by the City for any reason and at any time.
- ❖ An indemnity provision for the benefit of the City.
- ❖ A requirement that the ROW permittee must maintain general liability insurance coverage during the term of the agreement.

# NEW FORM AGREEMENT PROVISIONS

- ❖ A requirement that the R-O-W permittee must maintain liquor liability insurance coverage during the term of the agreement, if alcohol is served by the permittee.
- ❖ A requirement stating that the R-O-W permittee shall remain current on all taxes (ad valorem, sales taxes, etc.) due to the City, subject to the permittee's appeal rights under law.
- ❖ Proposed improvements must comply with Americans with Disabilities Act (ADA).
- ❖ No storage of hazardous materials.
- ❖ A provision stipulating that the City or utility provider may remove the improvement/use at any time, without liability and at no cost.
- ❖ If necessary, a requirement for a bond or deposit necessary to cover the cost of the City or utility provider to remove the improvement and restore to original condition.

# CRITERIA FOR PLAN SUBMITTALS

- ❖ Staff is proposing the following plan submittal details:
  - Facility Details – provide a detail and/or cross-section of the private facilities to be placed in the R.O.W/easement. Vertical alignment of existing and proposed facilities must be shown.
  - Colored architectural or technical renderings that detail the proposed improvements, building materials specifications, height and coverage.
  - If applicable, standardized details for outdoor dining (e.g. colored renderings, number of tables, chairs, lighting, etc.)
  - If in Old Town, must adhere to the Old Town Design Standards

# OLD TOWN DESIGN STANDARDS REVIEW

## COMMITTEE FEEDBACK

- ❖ Staff conducted a February 14<sup>th</sup> meeting with the Old Town Design Standards Review Committee:
  - Members of the OTDSRC would like articulated permissible use and appearance standards, professionally prepared plans and renderings (i.e. no hand sketches).
  - Staff discussed possible expansion of membership to include an architect or design professional. They voiced no objection to this.
  - There was some discussion regarding the permanent nature of right-of-way uses.
  - Staff has asked for their continued feedback during this process.



# SEEKING COUNCIL'S DIRECTION

❖ Staff is seeking the Council's direction on:

- Application: How long is the permit good for and what does Council want to charge for an application fee?
  - *The Committee recommends a one time \$525 fee for a five-year period.*
- Council agenda: Does Council want a General briefing of the item, and then consideration as a Consent agenda item at subsequent meeting?
  - *The Committee recommends this approach.*
- Reviews: Does Council want to see annual reviews of Old Town use agreements all at once?
  - *The Committee recommends this approach.*

# SEEKING COUNCIL'S DIRECTION

- Existing Old Town Agreements: How would the Council like to process renewals of existing agreements in Old Town? Do they pay or are they grandfathered?
- Escrow: Is Council interested in considering cash escrow for improvements? If so, how would Council like this calculated (e.g. % of value of improvements)?
- OTDSRC: What are Council's thoughts on expanding the membership of the OTDSRC to include an architect or design professional?

# NEXT STEPS

- ❖ What does the Council want to consider as next steps in the process?
  - Ordinance Amendment – March 18<sup>th</sup> (first reading)
  - Ordinance Amendment- April 1<sup>st</sup> (second reading)
  - Implementation – Council's discretion

## ORDINANCE

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING CHAPTER 70, “STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES,” BY ADDING ARTICLE VI “USE OF STREETS AND SIDEWALKS” REQUIRING [add additional language upon finalizing text amendment].**

**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 Council finds the unregulated use of use of City streets, sidewalks, and other rights-of-way can be a detriment to the health, safety and general welfare of the City and its citizens, as such use is not permitted and inadequately planned, so that provisions are not made for adequate pedestrian protection, traffic control, access, and maintenance; and

**WHEREAS**, the City Council desires to allow for amenities for the convenience of the public in the use of municipal streets for pedestrian travel, including seating available for any member of the public to use; and

**WHEREAS**, the City Council desires to set forth a framework for processing requests to use the municipal streets, and generally prescribe the terms and conditions for the use of municipal streets or sidewalks for private purposes; and

**WHEREAS**, the City Council desires to add Article VI, “Use of Streets and Sidewalks,” to Chapter 70, “Streets, Sidewalks, and Public Places,” of the Code of Ordinances to regulate the use of streets, sidewalks, and other rights-of-way as provided herein; and

**WHEREAS**, the City Council further finds that the provisions set forth in this ordinance are for the benefit of the health, safety and general welfare of the City and its citizens; and

**WHEREAS**, the City Council finds that the provisions set forth in this ordinance are in the best interest of the citizens of the municipality, for a public purpose, for the good government, peace, and order of the municipality, and for the trade and commerce of the municipality.

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

### SECTION 1 AMENDMENT

That Chapter 70 of the Burleson Code of Ordinances is hereby amended by adding Article VI “Use of Streets and Sidewalks,” to read as follows:



## “ARTICLE VI. USE OF STREETS AND SIDEWALKS

### Sec. 70-190. - Definitions.

When used in this article, the following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* means a person who has filed a formal written application with the City for the purpose of obtaining a Right-of-Way Use Agreement.

*City* means the City of Burleson, Texas.

*City Engineer* means the city engineer of the City.

*City Manager* means the city manager of the City.

*Director* means the director of the City’s Development Services department.

*Municipal Street* means the entire width of a way held by the City in fee or by easement or dedication for public use for vehicular travel, whether or not the street has a part open. The term does not include a designated state or federal highway or road or a designated county road.

*Old Town Development Standards Review Committee* means the committee created in Division 5 “Burleson Old Town Development Standards Review Committee” in Article IV of Appendix C of the City of Burleson Code of Ordinances.

*Old Town District* means the defined area set forth in Section 100 “OT, old town overlay district” of Appendix “B” of the City of Burleson Code of Ordinances and shown on the zoning district map for the City.

*Public Parking* means part of a Municipal Street that is not part of the Roadway or Sidewalk, and is improved, designed, or ordinarily used for or associated with the parking of vehicles. The term does not include any portion of a designated state or federal highway or road or a designated county road.

*Right-of-Way Use Agreement* means the agreement entered into by the City and Applicant for use of the Municipal Street in accordance with this article.

*Roadway* means the portion of a Municipal Street that is improved, designed, or ordinarily used for vehicular travel. The term does not include a curb, berm, or shoulder.

*Sidewalk* means the portion of a Municipal Street between the curb lines or lateral lines of a roadway and the adjacent property lines that is improved and designed for or is ordinarily used for pedestrian travel.

*Sidewalk Café* means an outdoor dining area that: (a) is associated with a property that includes a restaurant or a food sales use, (b) is located on a Sidewalk or Public Parking adjacent to and within the span of the façade of the property described in Subsection (a); and (c) contains seating, tables, chairs, planters, or other appurtenances.

**Sec. 70-191. – Right-of-Way Use Agreement Authorized.**

- (a) The City shall enter into Right-of-Way Use Agreements to use the Municipal Street for public or private amenities in accordance with this article.
- (b) The granting of the use of a Municipal Street pursuant to a Right-of-Way Use Agreement under this article is not a property right.
- (c) Nothing in this article shall be construed as giving an Applicant the right to receive a permit to use a Municipal Street, even if the Applicant meets all of the minimum requirements set forth herein. The City reserves the right to enter into any Right-of-Way Use Agreement for the benefit of its citizens pursuant to its absolute and uncontrolled discretion.

**Sec. 70-192. – Authorized Applicant.**

Only the owner or tenant of real property adjacent to where the proposed use is to occur may apply to enter into a Right-of-Way Use Agreement to use the Municipal Street for public or private amenities.

**Sec. 70-193. – Application.**

- (a) The application for a Right-of-Way Use Agreement shall include, at a minimum, the following:
  - (1) The name, address, e-mail address and telephone number of the Applicant.
  - (2) If the Applicant is the fee title owner of the property adjacent to the Municipal Street, a copy of the deed or other document evidencing ownership.
  - (3) If the Applicant is not fee title owner of the property adjacent to the Municipal Street, a copy of the current written lease agreement with the fee title owner of the adjacent property.
  - (4) The type and purpose of the proposed use of the Municipal Street.
  - (5) A schematic design or site plan of the area to be used or, at the City Manager's or City Manager's designee's request, a certified design completed by an architect or engineer. The schematic design or site plan must show the facility details and/or cross section of the private facilities to be placed in the Municipal Street, and vertical alignment of existing, if any, and proposed facilities must be shown. At a minimum, such schematic design or site plan shall be colored architectural or technical renderings that detail any proposed improvements, building materials specifications, height, and coverage.

- (6) The name, address, e-mail address of the adjacent business that would serve the proposed area, if different than the Applicant.
- (7) If loudspeakers are to be used, the location and orientation of those speakers shall be shown on the site plan.
- (8) Whether electrical, mechanical, or plumbing work will be conducted to prepare for the proposed use and, if so, evidence showing how it will be done in accordance with the City's adopted building codes.
- (9) Any other information required by the Director.
- (10) An application fee as established by separate ordinance.

(b) The Applicant must file a written application on a form approved by the Director.

**Sec. 70-194. – Right-of-Way Use Agreement Requirements and Restrictions on Uses of the Sidewalk or Public Parking.**

- (a) The terms and provisions of a Right-of-Way Use Agreement shall include, at a minimum, the following:
  - (1) A provision that the Applicant will solely be responsible for the maintenance of the area of the Municipal Street covered by the agreement.
  - (2) A provision authorizing the City or a public utility to remove, without liability, the amenities allowed under the agreement if necessary to obtain access to a City or public utility facility or improvement.
  - (3) A provision that Applicant pay the cost to relocate a City or public utility facility or improvement in a Municipal Street in connection with the installation of amenities allowed under the agreement, if necessary.
  - (4) A provision that the Applicant will comply with all local, state, and federal laws, including the Americans with Disabilities Act.
  - (5) A provision that the agreement is revocable by the City at any time for any reason.
  - (6) A provision that the Applicant will defend, indemnify, and hold the City harmless against all damages, costs, and expenses resulting from any activity carried out under the terms of the agreement.
  - (7) A provision that the Applicant will provide the City with a cash or surety bond sufficient to cover the cost to the City or public utility to remove the amenities allowed under the agreement, if necessary.
  - (8) A provision that the Applicant must maintain general liability insurance coverage in the amount established by the City Manager to protect the City's interest continuously during the term of the Agreement.
  - (9) If applicable, a provision that the Applicant must maintain liquor liability insurance coverage in the amount established by the City Manager to protect the City's interest continuously during the term of the Agreement.
  - (10) A provision that the Applicant must obtain insurance or bonds through carriers that are authorized to do business in the State of Texas.
  - (11) If the use under the agreement is for a Sidewalk Café, a provision that the Sidewalk Café will be open to any member of the public to use.

- (12) A provision that the Applicant shall remain current on all taxes due to the City, subject to the Applicant's appeal rights under law.
  - (13) A provision that the Applicant shall not bring, store, or keep hazardous materials to the area of the Municipal Street covered by the agreement.
  - (14) A provision prohibiting the assignment of the agreement.
- (b) No Right-of-Way Use Agreement shall allow for use of the Sidewalk that reduces the unobstructed use of the Sidewalk for pedestrians to less than six feet.
- (1) Overhangs above the Sidewalk may be allowed so long as the overhang is of a sufficient height as to not interfere with the pedestrian use of the Sidewalk.
- (c) No Right-of-Way Use Agreement shall allow for the use of the Roadway.
- (d) The term of a Right-of-Way Use Agreement shall not exceed five years.

#### **Sec. 70-195. – Application Review.**

- (a) The Director or the Director's designee shall deliver copies of the application to the following for comment: (1) the City Engineer, (2) affected City departments, (3) affected utility franchise holders, and (4) property owners and tenants whose property or businesses are immediately adjacent to the proposed area. Comments for the various parties will be requested to be received within twenty calendar days of receipt.
- (b) Not later than the thirtieth calendar day after receipt of the application, the Director or the Director's designee will make a report based on the requirements of Chapter 316 of the Texas Transportation Code and the comments received by Subsection (a)(1) above.
- (c) The Director or the Director's designee shall deliver his report to the parties specified in Section 70-196 below based on the location of the Municipal Street described in the application.

#### **Sec. 70-196. – Findings and Determination.**

- (a) The person or body charged with making the requisite findings and determination regarding an application and whether the City should enter into a Right-of-Way Use Agreement depends on the location of the Municipal Street described in the application.
  - (1) *Municipal Streets in Old Town.* Applications for a Right-of-Way Use Agreement for a Municipal Street located in the Old Town District shall be considered by the City Council at a duly called meeting after receiving comments from the Old Town Development Standards Review Committee.
  - (2) *Sidewalks and Public Parking Outside of Old Town.* Applications for a Right-of-Way Use Agreement for the Sidewalk or Public Portion of the Municipal Street located outside of the Old Town District shall be considered by the City Council at a duly called meeting.



(3) *Portions of Municipal Streets Other than Sidewalks and Public Parking Outside of Old Town.* Applications for a Right-of-Way Use Agreement for portions of Municipal Streets other than Sidewalks and Public Parking outside of the Old Town District shall be considered by the City Manager or the City Manager's designee.

(b) *Review by the Old Town Development Standards Review Committee.* The committee shall meet and conduct business under the same requirements as set forth in Section 4-95 of Appendix C of the City's Code of Ordinances. In addition to its other duties and functions set forth in the City's Code of Ordinances, the committee is hereby charged with the duty and invested with the authority to:

- (1) Review and comment on all proposed applications for a Right-of-Way Use Agreement for a Municipal Street located in the Old Town District. Specifically, on the compatibility of the proposed amenity's or use's design with the Burleson Old Town Design Standards as codified in Article IV (Old Town Design Standards), Appendix C (Urban Design Standards) of the City of Burleson Code of Ordinances.
- (2) At its discretion, recommend modifications to the proposed design or use set forth in the application.
- (3) Forward all comments on an application to the City Council.

Comments and recommendations of the committee do not constitute approval by any authority and do not constitute permission to enter into a Right-of-Way Use Agreement.

(c) *City Council Consideration of Applications Concerning Municipal Streets in Old Town.* After receiving and reviewing the comments received from the Director and the Old Town Development Standards Review Committee, the City Council shall review the application and the City may enter into a Right-of-Way Use Agreement with the Applicant concerning a Municipal Street in the Old Town District only if the City Council finds:

- (1) The proposed amenity or use is not located on, extend onto, or intrude on a portion of the Roadway or a Sidewalk necessary for pedestrian use;
- (2) The proposed amenity or use does not create a hazardous condition or obstruction of vehicular or pedestrian traffic on a Municipal Street;
- (3) The proposed amenity or use is planned to minimize potential harm or injury to the public or interference to public use of a Municipal Street;
- (4) The proposed amenity or use does not interfere with the public use of the street or Sidewalk; and
- (5) The proposed amenity or use does not create a dangerous condition on the street or Sidewalk.

(d) *City Council Consideration of Applications Concerning Sidewalks and Public Parking Outside of Old Town.* After receiving and reviewing the comments received from the Director, the City Council shall review the application and the City may enter into a Right-of-Way Use Agreement with the Applicant concerning Sidewalks and Public Parking outside of the Old Town District only if the City Council finds:

- (1) The proposed amenity or use is not located on, extend onto, or intrude on a portion of the Roadway or a Sidewalk necessary for pedestrian use;
- (2) The proposed amenity or use does not create a hazardous condition or obstruction of vehicular or pedestrian traffic on a Municipal Street;
- (3) The proposed amenity or use is planned to minimize potential harm or injury to the public or interference to public use of a Municipal Street;
- (4) The proposed amenity or use does not interfere with the public use of the street or Sidewalk; and
- (5) The proposed amenity or use does not create a dangerous condition on the street or Sidewalk.

(e) *City Manager Consideration of Applications Concerning Portions of Municipal Streets Other than Sidewalks and Public Parking Outside of Old Town.* After receiving and reviewing the comments received from the Director, the City Manager or designee shall review the application and the City may enter into a Right-of-Way Use Agreement with the Applicant concerning portions of Municipal Streets other than Sidewalks and Public Parking outside of the Old Town District only if the City Manager or City Manager's designee finds:

- (1) The proposed amenity or use is not located on, extend onto, or intrude on a portion of the Roadway or a Sidewalk necessary for pedestrian use;
- (2) The proposed amenity or use does not create a hazardous condition or obstruction of vehicular or pedestrian traffic on a Municipal Street;
- (3) The proposed amenity or use is planned to minimize potential harm or injury to the public or interference to public use of a Municipal Street;
- (4) The proposed amenity or use does not interfere with the public use of the street or Sidewalk; and
- (5) The proposed amenity or use does not create a dangerous condition on the street or Sidewalk.

(f) *Execution of the Right-of-Way Use Agreement.* If a Right-of-Way Use Agreement is approved in accordance with Subsections (c), (d), and (e) above, the City Manager may execute the Right-of-Way Use Agreement on behalf of the City; however, the City Manager shall not execute the agreement until the Applicant has executed the agreement and provided proof of insurance as required by the agreement.

#### **Sec. 70-197. – Exception for City Uses.**

This article does not apply to the City's use of a public street or real property held by the City.

#### **Sec. 70-198. – Agreement Required.**

- (a) A person may not keep a public or private amenity in a Municipal Street without a Right-of-Way Use Agreement.

- (b) A person may not operate a Sidewalk Café in a Municipal Street without a Right-of-Way Use Agreement.

**Sec. 70-199. – Offense and Penalty.**

- (a) A person commits an offense if the person establishes, operates, or maintains a public or private amenity in a Municipal Street without a Right-of-Way Use Agreement.
- (b) A person commits an offense if the person establishes, operates, or maintains Sidewalk Café in a Municipal Street without a Right-of-Way Use Agreement.
- (c) An offense under this article is a Class C misdemeanor punishable by a fine not to exceed \$500.”

**SECTION 2.  
PENALTY CLAUSE**

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 five hundred dollars (\$500.00), 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 3.  
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.

**SECTION 4.  
SEVERABILITY CLAUSE**

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 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.  
RECITALS INCORPORATED**

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 6.  
OPEN MEETING**

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

**SECTION 7.  
EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

AND IT IS SO ORDAINED.

**PASSED AND APPROVED** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**First Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney