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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

**Public Presentations and Public Hearings will not be considered before 5:30 p.m.**

**1. CALL TO ORDER**

Invocation - Brian Jacobs, Pastor Metroplex Family Church

Pledge of Allegiance to the US Flag

Texas Pledge:

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

**2. PUBLIC PRESENTATIONS**

A. Proclamations

B. Presentations

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. REPORTS AND PRESENTATIONS**

A. Receive a report and hold a discussion regarding the Burleson Opportunity Fund (BOF). (*Presenter: Craig Couch, President of the Burleson Opportunity Fund*)

B. Receive a report, hold a discussion, and give staff feedback, regarding the overview of the Burleson Fire Department and FY24 Supplemental budget requests. (*Staff Presenter: K.T. Freeman, Fire Chief*)

C. Receive a report, hold a discussion, and give staff direction on the financial overview of other proprietary and special revenue funds and receive any additional direction from City Council regarding the annual budget for fiscal year 2023-2024. (*Staff Presenter: Martin Avila, Director of Finance*)

- D. Receive a report, hold a discussion regarding the proposed new City Council Policy #42 – City Council Committees. *(Staff Presenter: Amanda Campos, City Secretary)*

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- A. Items to be continued or withdrawn.
- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

#### **5. 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.

#### **6. 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 June 20, 2023 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary)*.
- B. Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's action taken on a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. in the amount of \$206,100. *(Staff Contact: Errick Thompson, Deputy Director of Public Works)*
- C. Consider approval of a contract for EMS supplies using an existing Cooperative Purchasing Interlocal Agreement with the City Midlothian for EMS supplies from Bound Tree Medical, LLC in the amount not to exceed \$90,000 *(Staff Contact: Casey Davis, Assistant Fire Chief)*
- D. Consider approval of a resolution waiving fees for Burleson Independent School District and Joshua Independent School District at Hidden Creek Golf Course. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- E. Consider approval of a resolution designating the Johnson County Tax Assessor-Collector to perform the required calculation of relevant tax rates and the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

- F. Consider approval of a resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2023-2024 assuming a property tax rate that does not exceed the voter-approval rate. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*
- G. Consider approval of a memorandum of understanding with the National Insurance Crime Bureau to access ISO ClaimSearch, a repository of data associated with insurance claims. *(Staff Contact: Tim Mabry, Lieutenant)*
- H. Consider approval of a resolution appointing the assistant city secretary to serve as acting city secretary in the absence of the city secretary and deputy city secretary. *(Staff Contact: Amanda Campos, City Secretary)*
- I. Consider approval of an Emergency Access Easement between IAM Properties-Burleson, LLC and the City of Burleson at 813 N Burleson Boulevard. *(Staff Contact: Errick Thompson, Deputy Director of Public Works)*
- J. Consider approval of a resolution amending City Council Policy #32, Financial Policy, and adopting City Council Policy #41, Debt Management Policy. *(Staff Contact: Martin Avila, Director of Finance)*
- K. Consider approval of a contract for the purchase of fleet vehicles with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$199,706.75. *(Staff Contact: Eric Oscarson, Public Works Director)*
- L. Consider approval of a resolution appointing Tommy Ludwig the City Manager of the City of Burleson subject to the execution of contract documents related to the position, and authorizing the Mayor to execute such contract documents. *(Staff Contact: Amanda Campos, City Secretary)*

## **7. DEVELOPMENT APPLICATIONS**

- A. Lot B, Block 17, Hidden Vistas Phase 4B (Case 23-045): Hold a public hearing and consider approval of an ordinance for a zoning change request from "PD", Planned Development to "PD" Planned Development to incorporate .334 acres of open space into three existing residential lots *(First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

## **8. GENERAL**

- A. Consider approval of an ordinance amending the City Budget for fiscal year 2022-2023 by increasing appropriations of funds in the amount of \$58,725 for merchandise at Hidden Creek Golf Course. *(First and Final Reading) (Staff Presenter: Jen Basham, Director of Parks and Recreation)*
- B. Consider a resolution authorizing the purchase of merchandise with Callaway, Golf for merchandise at Hidden Creek Golf Course in the amount not to exceed \$75,000. *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*

- C. Consider a resolution authorizing the purchase of merchandise with Titleist, Golf for merchandise at Hidden Creek Golf Course in the amount not to exceed \$100,000. (Staff Presenter: Jen Basham, Director of Parks and Recreation)
- D. Consider approval of an ordinance authorizing establishment of the Burleson Public Safety Communications Department as a Law Enforcement Telecommunication Agency through the Texas Commission on Law Enforcement (TCOLE). (First reading) (Staff Presenter: Paul Bradley, Director of Public Safety Communications)
- E. Consider approval of a resolution authorizing a five-year contract with Bureau Veritas as the primary contractor and Instant Inspections as the secondary contractor for third-party plan review and inspection services related to Environmental Services, Residential and Commercial Inspections, and Fire Services Inspections pursuant to all applicable terms and conditions outlined in RFP 2023-011. (Staff Presenter: Justin Scharnhorst, Assistant to the City Manager)
- F. Receive a report, hold a discussion, and provide staff with direction regarding the City of Burleson Fiscal Year 23-24 Strategic Plan. (Staff Presenter: Justin Scharnhorst, Assistant to the City Manager)
- G. Consider approval of a minute order electing a councilmember to serve as Mayor Pro Tem for a term of one year. (Staff Presenter: Amanda Campos, City Secretary)
- H. Remove from the table and consider approval of a minute order appointing a councilmember to the Burleson Opportunity Fund to fill a vacancy. (Staff Presenter: Amanda Campos, City Secretary)

## **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**  
-Hold a discussion and give direction regarding certificates of occupancy and Chapter 47 of the Texas Penal Code
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**  
-555 E Hidden Creek Pkwy, Burleson, Johnson County, Texas
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073, Texas Government Code**
- D. Personnel matters pursuant to Section 551.074, Texas Government Code**
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076, Texas Government Code**
- F. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**

-Project Bear Claw

-Project Birdie

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

### **CERTIFICATE**

I hereby certify that the above agenda was posted on the 5th of July 2023, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

### **ACCESSIBILITY STATEMENT**

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

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## City Council Regular Meeting

**DEPARTMENT:** City Manager's Office  
**FROM:** Tommy Ludwig, City Manager  
**MEETING:** July 10, 2023

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**SUBJECT:**

Receive a report and hold a discussion regarding the Burleson Opportunity Fund (BOF). *(Presenter: Craig Couch, President of the Burleson Opportunity Fund)*

**SUMMARY:**

Craig Couch, the President of the Burleson Opportunity Fund, will present and update to City Council regarding the operational overview and financial summary of the BOF.

**OPTIONS:**

N/A

**RECOMMENDATION:**

N/A

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

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Name: Tommy Ludwig  
Title: City Manager  
[tludwig@burlesontx.com](mailto:tludwig@burlesontx.com)  
817-426-9623



# BURLESON

## OPPORTUNITY FUND

Burleson City Council Presentation  
July 10, 2023



# Brief History

- 1985 Dual credit offered to Burleson ISD students
- 2005 Hill College, Texas Wesleyan University and City ceremonial lease signing creating Higher Education Center in Burleson
- 2006 Classes began in a city-owned facility with 87 students. Today, the Center has over 400 students enrolled.
- 2008 First BOF scholarships awarded
- 2013 Second-year tuition benefit added
- 2018 Burleson Works program added
- 2022 2 Higher Education Center opens



# Mission, Goal and Purpose

**MISSION** To change the expectations of students, teachers and parents to include the idea that all high school graduates from Burleson will have the opportunity to attain higher education and to cultivate the economic development benefits of expanding the attainment of post-secondary degrees and career certifications.

**GOAL** Provide every Burleson high school graduate the opportunity to attain post-secondary education.

**PURPOSE**

- Create a better trained, educated and prepared local workforce
- Enhance the local economy
- Capitalize on link between higher ed and economic development
- Ease transition from secondary to higher ed for Burleson families

# Scholarship Criteria

- A Burleson ISD high school graduate, or
- A Burleson resident graduating from a non-Burleson ISD high school, private school or home school program
- No financial or high school GPA requirements
- Graduate must enroll for fall semester following high school graduation
- Must complete FAFSA, last dollar concept, Federal/State aid pulled first
- Must maintain satisfactory minimum GPA
- Community service requirements

# Measures of Effectiveness



34,000



14,000

BOF students have completed over 32,000 college credit hours and have contributed approximately 14,000 volunteer service hours within the City of Burleson.



1,000 Students



2,183 Scholarships

# Measures of Effectiveness

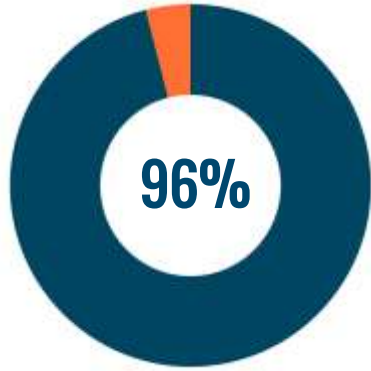
Five Year Average Graduation Rate ('14-'19)	
Burleson Opportunity Fund	35%
Hill College	30%
Statewide	24%

Five Year Average University Transfer Rate ('14-'19)	
Burleson Opportunity Fund	46%
Hill College	21%
Statewide	23%

Cohort Year	Resignation Rate
2017-2018	Less than 1%
2018-2019	Less than 1%
2019-2020	Less than 1%
2020-2021	Less than 1%
2021-2022	Less than 1%

*The rule for BOF students who resign: Once the first day of class begins, if a BOF student resigns prior to the college Census Date (12th class day for 16 week courses) and tuition and fees were paid for by the BOF, the student will be responsible for the 30% and the BOF is never billed.*

# Measures of Effectiveness



**96%** of all dollars raised by the Burleson Opportunity Fund goes directly to fund scholarships.

**~\$2,500,000 total funds raised**

## Over 200 scholarship applications

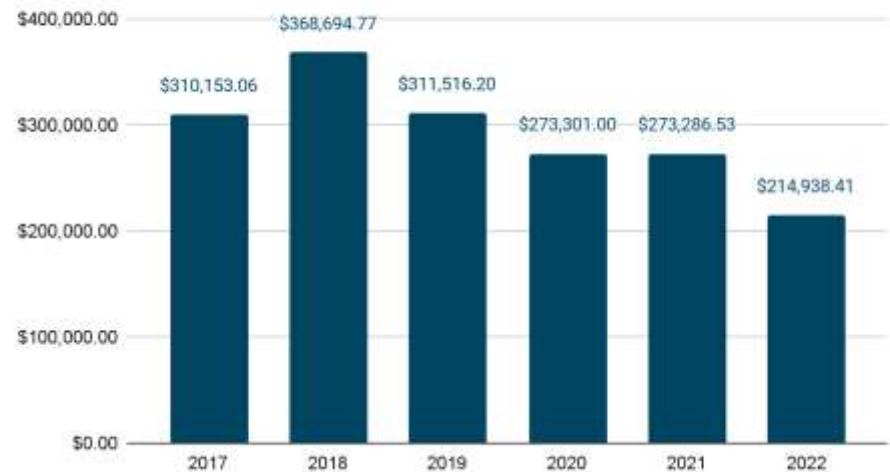
Applications for the scholarship have continued to rise post COVID-19 to the highest number yet, representing an awareness of the process and available resources and increasing number of students who are college bound.

## \$2,781,168 tuition paid

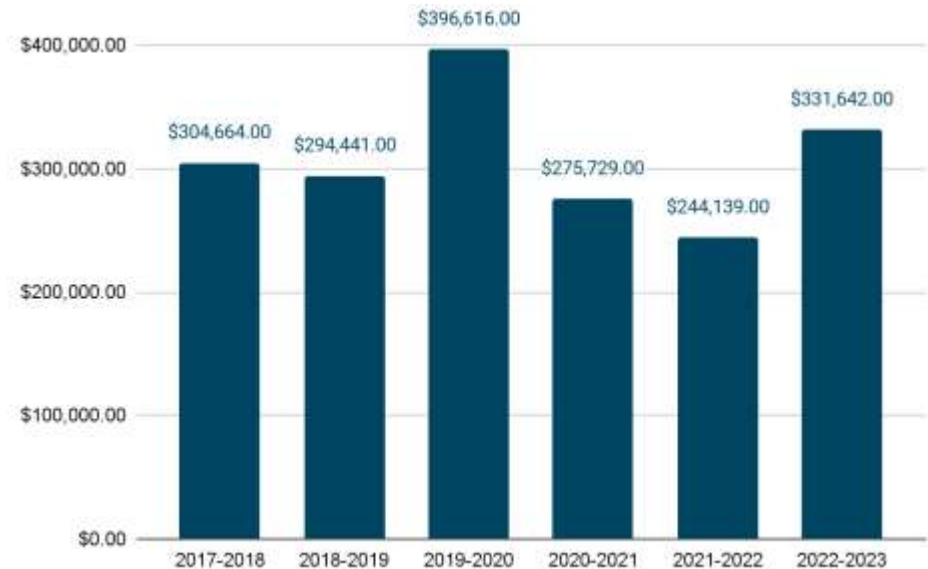
The total tuition paid for these young scholars to-date.

# Sustainability

Contributions by Calendar Year (2017 - 2022)



Scholarships by Academic Year (2017 - 2022)



*Entering the upcoming academic year, the Board of Directors, for the first time ever, has voted to limit the number of scholarships awarded to maintain fiscal responsibility.*



# The Path Forward

- The existing donor base is well establish and reliable to maintain a current level of scholarship awards. However, it does not allow for the current and anticipated future growth in scholarship demand.
- A dedicated Fundraising Committee has been formed which includes: Jerri McNair, Lorri Dyess, Beverly Volkman-Powell, Patsy Dumas, Shandy Stogsdill, and Kayla Hoffman.
- Currently 17 grant applications have been submitted.
- Other activities include but are not limited to:
  - Monthly giving campaign
  - Participation in North Texas Giving Day
  - Chamber of Commerce and other local awareness events
  - Expansion of the Board of Directors
  - Enhanced utilization of social media and other electronic engagement with potential supporters.

# Return on Investment

- **Higher Employment Rates and Wages**
  - Graduates of the program are leading productive lives as local Teachers, Police Officers, Firefighters, Healthcare Workers, Hospitality Professionals, and support roles throughout our community.
- **Higher Workforce Skills and Career Readiness**
  - The 15+ years of statistics prove that BOF recipients achieve a higher G.P.A., retain from first to second semester at higher rates, and persist from first to second year at higher rates than state average and higher rates than other Hill College Students.
- **Enriched Communities**
  - The moment a Burleson child steps into Kindergarten class, teachers, parents, administrators and children move forward understanding that a college education is attainable, because the Burleson Community steps up to see that the opportunity for every child to persist on to College is afforded to them by a nurturing community.



# Q&A

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## City Council Regular Meeting

**DEPARTMENT:** Fire

**FROM:** K.T. Freeman, Fire Chief

**MEETING:** July 10, 2023

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**SUBJECT:**

Receive a report, hold a discussion, and give staff feedback, regarding the overview of the Burleson Fire Department and FY24 Supplemental budget requests. (*Staff Presenter: K.T. Freeman, Fire Chief*)

**SUMMARY:**

The City Council will receive a report and updates from Burleson Fire/EMS leadership that includes the following discussion objectives. Key accomplishments and service enhancements will be provided with regards to the following programs. Fire & EMS, Community Risk Reduction, BISD-BFD Fire Academy and the Office of Emergency Management. The strategic overview presentation will also provide a detailed analysis of critical response and dispatch call processing data, an overview of the SAFER GRANT Application (Staffing For Adequate Fire And Emergency Response), prioritization and explanation of the Department's Fire/EMS Supplemental Request Package Summary. And lastly, identification and discussion of important FY 23/24 services goals that will help to enhance the overall safety of our firefighters and citizens while meeting the demands for emergency services within our community.

**OPTIONS:**

- 1) N/a
- 2) N/a
- 3) N/a

**RECOMMENDATION:**

N/a

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

**FISCAL IMPACT:**

N/a

**STAFF CONTACT:**

K.T. Freeman  
Fire Chief  
ktfreeman@burlesontx.com  
817-426-9171



# Burleson Fire & EMS

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7/10/2023

Strategic Overview

# Discussion Objectives:

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- Key Accomplishments & Service Enhancements

- ✓ Fire/EMS
- ✓ Community Risk Reduction
- ✓ BISD-BFD Fire Academy
- ✓ Emergency Management

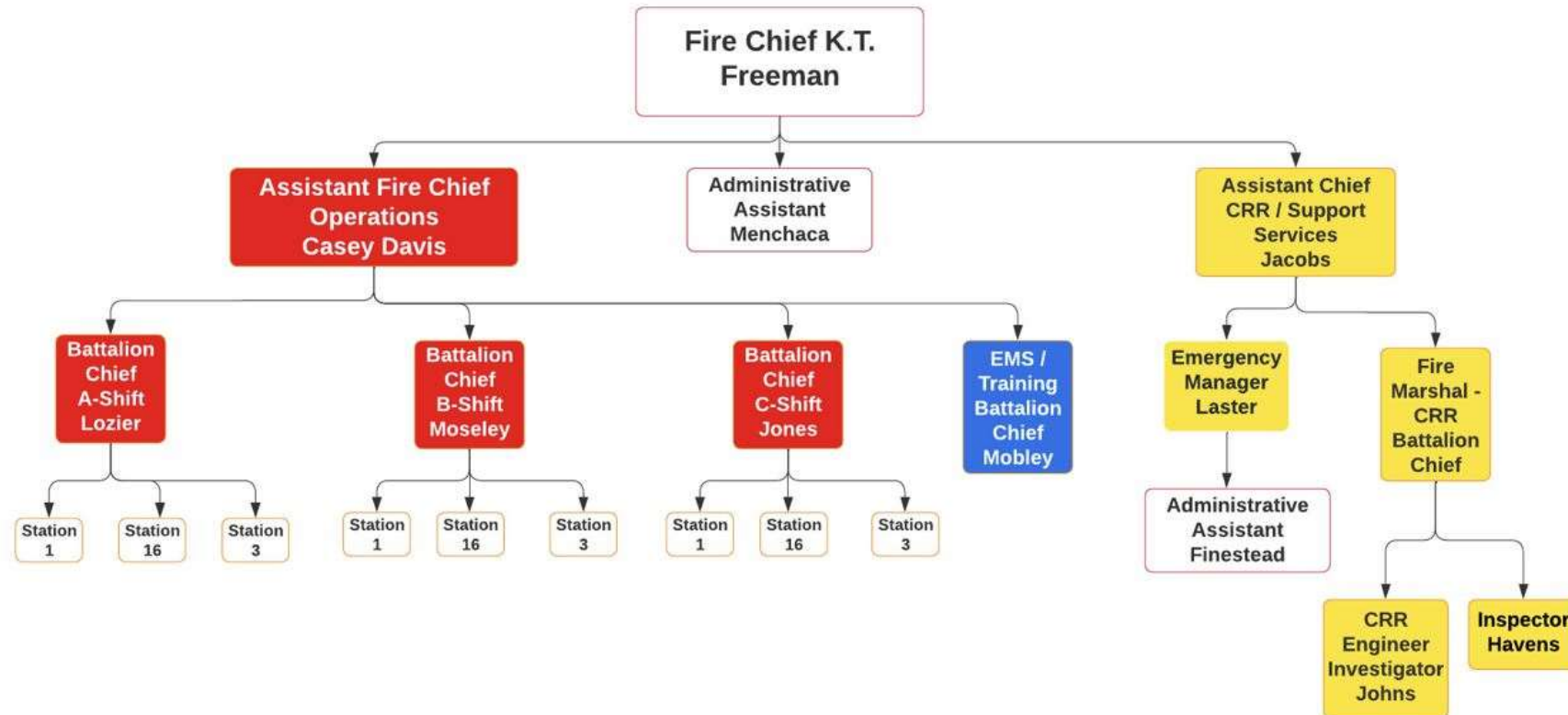
- Response data

- SAFER GRANT

- Supplemental Requests

- FY23/24 Goals

# Burleson Fire/EMS Organization Chart





# Key Accomplishments

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December 2022 Hired Additional FTEs to Staff 3rd Ambulance



PURCHASED 4 MICU AMBULANCES FOR FIRE  
BASE EMS STARTING OCTOBER 1, 2023



**PURCHASED 107' PIERCE AERIAL LADDER  
DELIVERY AUGUST 2023**

# Community Risk Reduction

## 2022 Accomplishments

- **Fall Prevention For Senior Citizens**
  - Prevention Education
    - Over 240 adults provided education in last year
- **Stop The Bleed and Hands Only CPR**
  - Training churches, city employees and monthly citizen classes.
    - 218 Trained Citizens in CPR and STB
    - 600 Additional BISD employees trained CPR and STB
- **Drowning Prevention education**
  - Partners with – BISD, Cook Childrens, THR Burleson, Sigma Swim, Jelly Stone, and The BRiCk
    - 400 Drowning prevention bags distributed
    - 3500 Drowning prevention bags distributed to BISD K-2, JISD elementary schools in city limits
  - Pool safety visits and education
    - 82 pools visited
- **Significant Public Education and Outreach Events**
  - Super Safety Saturday – 450 attendees & 147 lifejackets & 62 bike helmets distributed
  - Senior Citizens Safety Fair
  - Chamber of Commerce Convention





# BISD – BFD Fire Academy

BISD – BFD Fire Academy's third graduating class

The Program is expanding each year, 7 students graduated this year with 12 slated for next year

BISD has elected to hire a full-time Fire Academy coordinator due to program success

The 23-24 school year will see an increase in classroom time, from two combined periods to three, allotting the students more training time

# Emergency Management Achievements

## Outdoor Warning System

- Replace 2, Install 2 (FY 22/23)
- Update & Modernize 16 OWS
- Complete by FY 24-25
- Mechanical Federal Sirens
  - Install Command Center
    - ❖ Remote activation

## Emergency Operation Center

- Weather Monitoring
  - 24/7 Monitoring
  - Following On-Call Schedule
- EOC Team Developed
  - Certification Training
  - Table-top/Functional Exercises

## Community Outreach

- Preparedness Workshops (monthly)
- Super Safety Saturday

## CERT

- Rebrand
- 31% Membership Increase
- Approx 400 Volunteer Hours
- CERT Instructor's + 8
- CERT Class
  - June (7 Students)
  - Aug 25-27 (20 Seats)

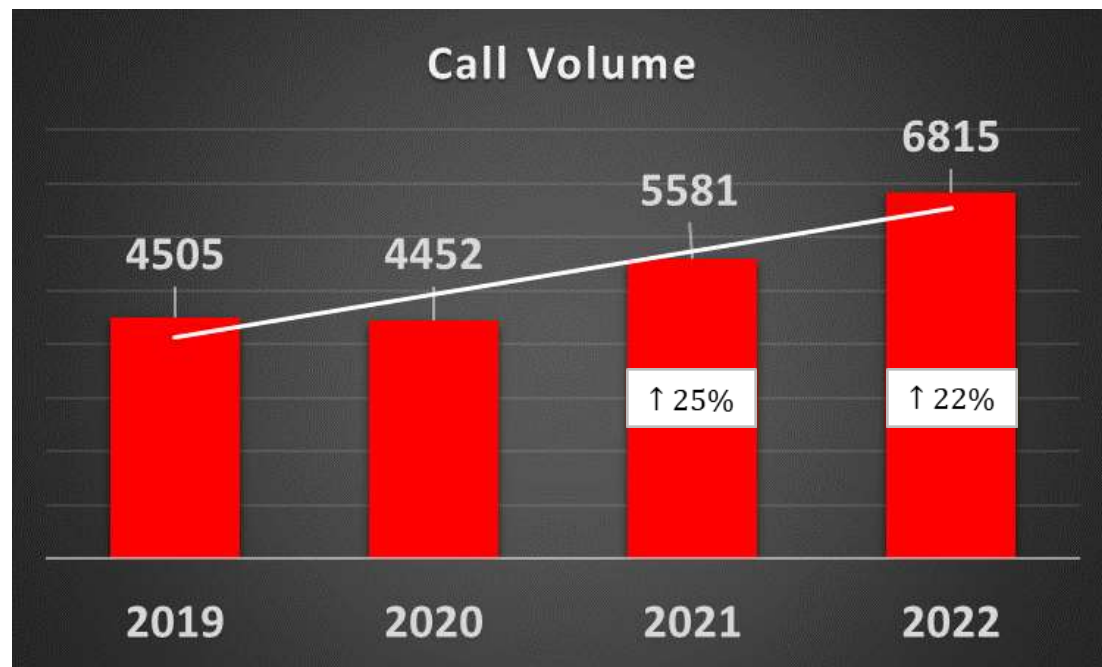
## Preparedness Fair

- Saturday, 9/30/23 9A-1P
- Located at Pathway Church
- Open to the public
- Attendees Include...
  - National Weather Service
  - Red Cross
  - Storm Chasers
  - Texas Division of Emergency Mgt.

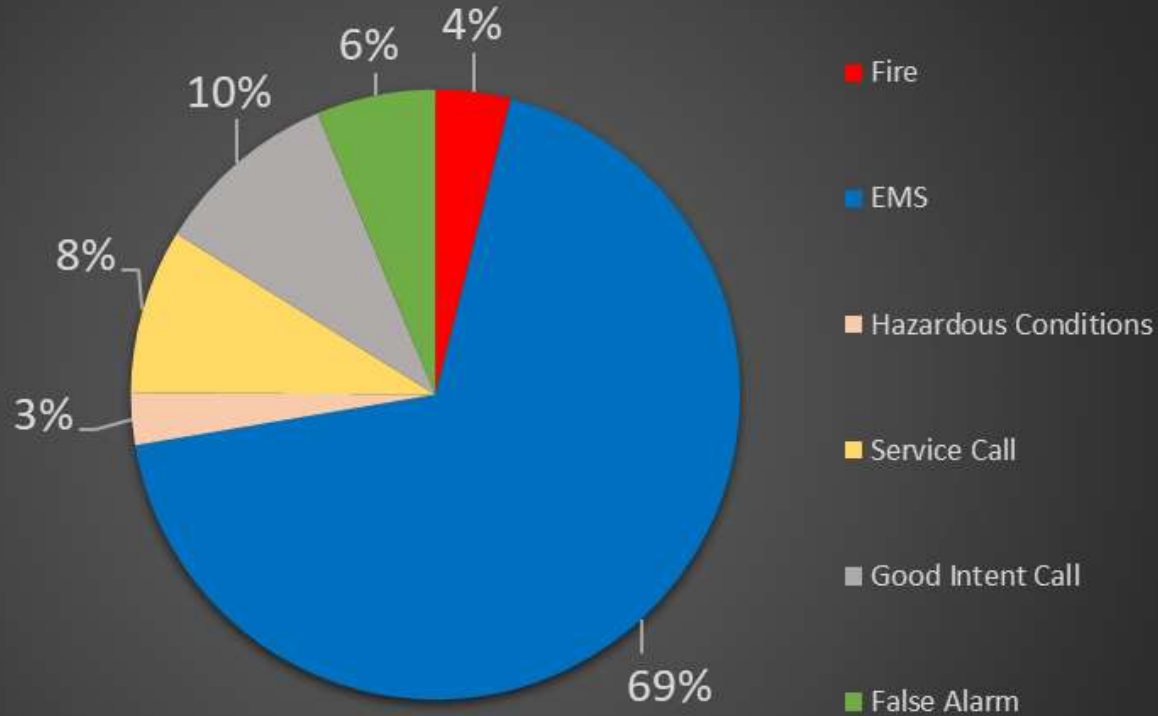


# 2022-Response Data



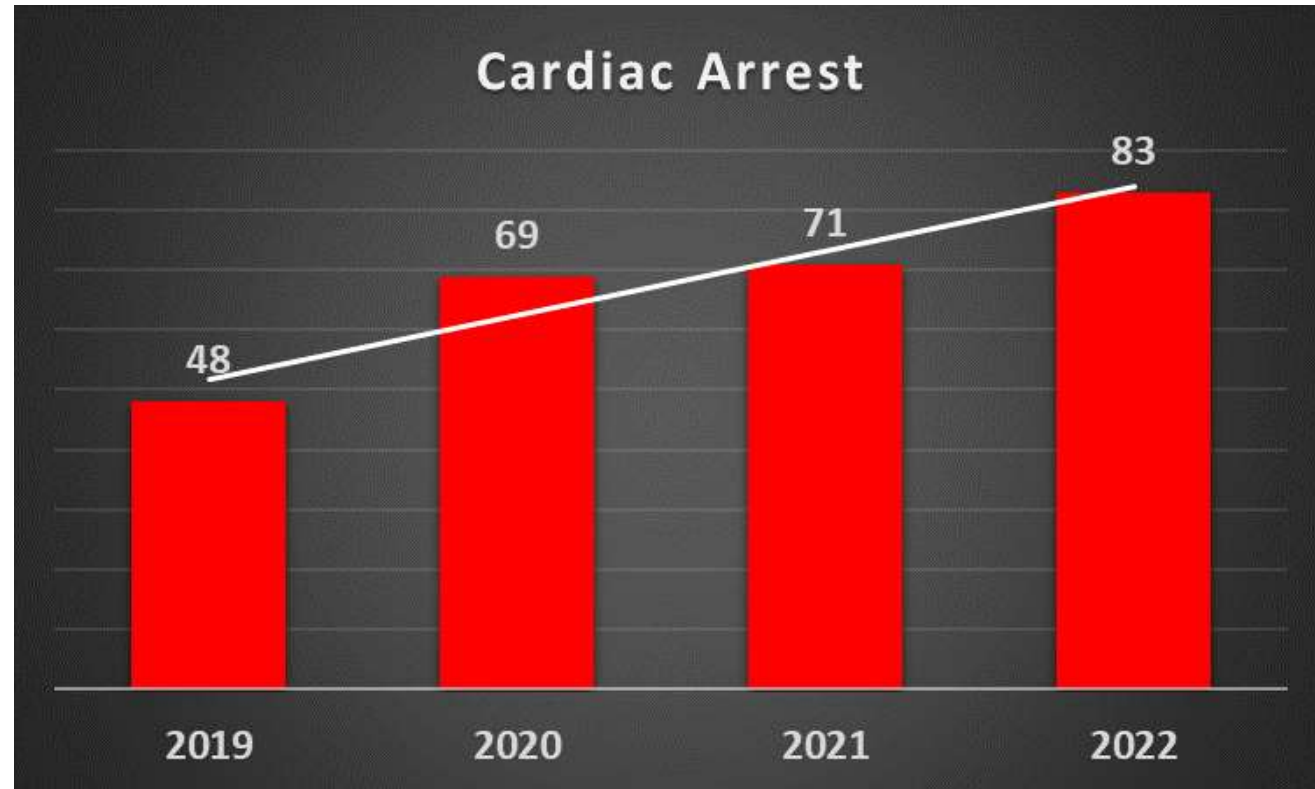


## 2022 Calls for Service



2022 Total Calls for Service: 6,815 = 22% increase vs 2021

## 73% Increase from 2019 - 2022



# Dispatch / Turn-Out Improvements

Metric	2021	2022
<u>Dispatch EMS:</u> P1 Calls < 60 sec 90% of time	74 Sec	57 Sec
<u>Dispatch Fire:</u> P1 Calls < 60 sec 90% of time	104 Sec	55 Sec
<u>Turn-Out EMS:</u> P1 calls < 60 sec 90% of time	73 Sec	51 Sec
<u>Turn-Out Fire:</u> P1 calls < 80 sec 90% of time	84 Sec	36 Sec





# Budget

FY 2023 – 2024 FISCAL CONSIDERATIONS



## Staffing For Adequate Fire And Emergency Response (SAFER GRANT) What is it & Benefits?

**Purpose:** Enhance local fire departments' abilities to comply with staffing, response, and operational standards established by NFPA 1710.

**Goal:** Provides funding directly to fire departments to help increase or maintain the number of trained "front line" firefighters in local communities.

- Submitted Application: 03/15/2023 for 9 FTEs
- Previous SAFER Grant awarded in 2016 for 6 FTEs
- Anticipate Award Notifications: End of June-July

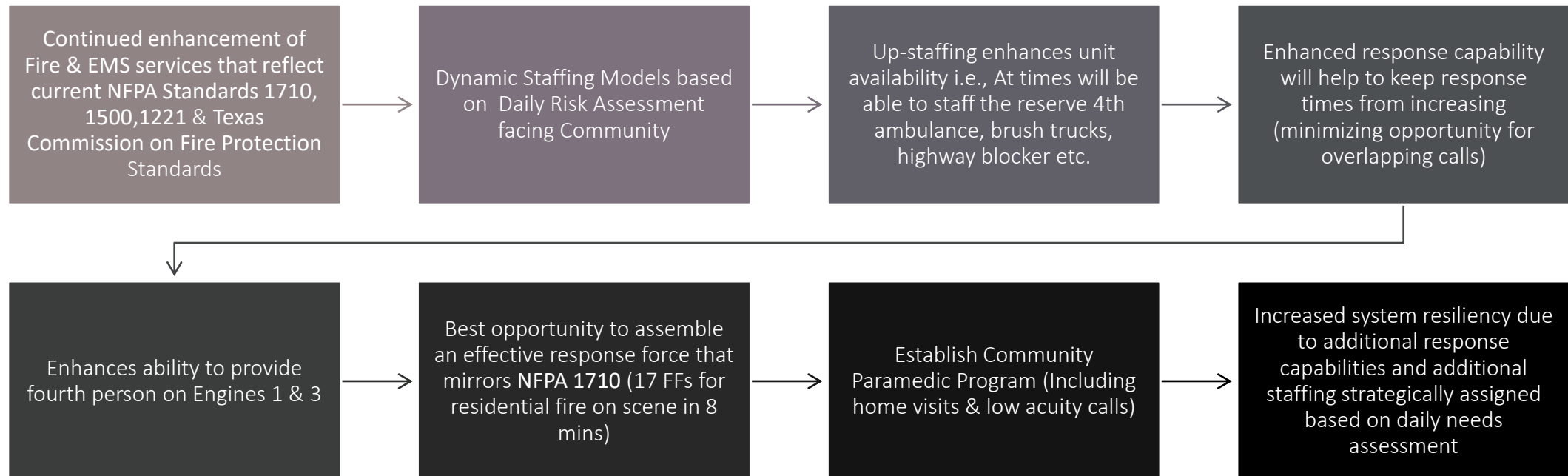
### **Benefits:**

- Saves the city \$2,973,200 over three years for nine (9) FTEs.
- Funding pays 100% of salary and benefits for each position for 36 months.
- Provides positive impact on current staffing shortage & allows phase in strategy that starts the process to build incrementally to the required staffing level for future station four (15 FTEs)



# Additional Staffing Benefits From SAFER GRANT FTE's Helps To Provide:

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# Fire/EMS Supplemental Package Summary

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Supplementals	Ranking	One Time	Recurring	Total	FTEs
Entry Level Firefighters (SAFER Grant Funded)	1		\$1,087,876 Starting FY 26/27	\$1,087,876	9
Reclassify 3 Lieutenant FTEs to Captains	2		\$30,000 (FY 23/24)	\$30,000	
Bluetooth SCBA Facepieces	3	\$64,000		\$64,000	
EMS Utility Response Vehicle	4	\$30,000		\$30,000	
Station 5 Land Bank	5	\$1,000,000		\$1,000,000	
Total		\$1,094,000	\$1,117,876	\$2,211,876	

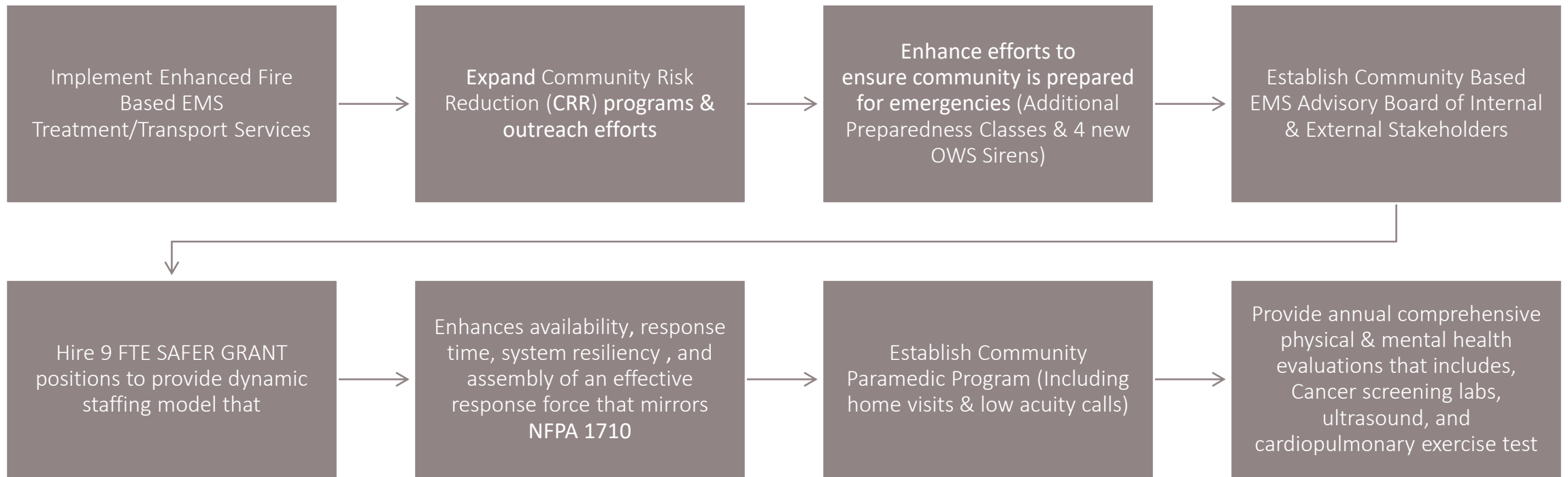
# Discussion & Benefits of Supplemental Requests

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1. Nine additional firefighter positions will enhance the safety of the community and FF's by increasing daily staffing levels that will allow dynamic deployment strategies that will help to improve availability, response time, system resiliency, and assembly of an effective response force that mirrors NFPA 1710.
2. Reclassify three Lieutenants positions to Station Captains provides an increase level of rank structure that is needed at the station level to help ensure improved continuity of command regarding the daily oversight of personnel, Fire/EMS equipment, apparatus including ambulances, station maintenance and repair. With the addition of station Captains, Battalion Chiefs will have additional capacity to refocus a larger portion of their time to develop and manage critical departmental programs.
3. Implementation of Bluetooth "Radio Direct Interface" capabilities for Burleson Fire/EMS personnel provides a higher level of safety during fire ground and emergency operations by enhancing voice intelligibility during two-way communication via an integrated mic within the face piece, hearing and understanding of incoming radio traffic through a bone conduction headphone contained within the face piece that also provides a wider field of view.
4. Replacement of EMS Utility Response Vehicle will provide Burleson Fire/EMS personnel the ability to provide emergency patient care using an updated mobile response vehicle that will be designed specifically for treatment and off-road transport of patients and will also be deployed at all City sponsored and Vendor events that draw significant crowd or present logistical ingress/egress challenges. During football season it will be deployed to home games.
5. Future Station 5 land banking will help to ensure future demand for Fire & EMS Services are provided which mirror National Standards and Best Practices. To do so, the City will require a fifth fire station in the general area of the I-35 corridor South of Station 16.

Expenses	FY 22-23 Budget
Personnel Cost	\$9,899,160
Operations	\$1,099,647
ERF, IT, Fleet Contributions, Utilities	\$1,735,669
ARPA	\$(2,257,576)
Total	\$10,476,900

## Fire / EMS Department Budget Overview



# Summary FY 23/24 Service Goals

# Questions / Comments

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## DEPARTMENT MEMO

**DEPARTMENT:** Finance

**FROM:** Martin Avila, Finance Director

**MEETING:** July 10, 2023

**SUBJECT:**

Receive a report, hold a discussion, and give staff direction on the financial overview of other proprietary and special revenue funds and receive any additional direction from City Council regarding the annual budget for fiscal year 2023-2024. *(Staff Presenter: Martin Avila, Director of Finance)*

**SUMMARY:**

Present a financial overview of other proprietary and special revenue funds. Funds presented will include – Health Insurance, Equipment Replacement, Equipment Services, IT Support Services, Solid Waste and TIF 2 funds.

**OPTIONS:**

**RECOMMENDATION:**

**FISCAL IMPACT:**

Budgeted Y/N: NA

Fund name:

Account number:

Project number:

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

**STAFF CONTACT:**

Martin Avila  
Director of Finance  
[mavila@burlesontx.com](mailto:mavila@burlesontx.com)  
817-426-9651

# Other Proprietary and Special Revenue Funds

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*PRESENTED TO THE CITY COUNCIL ON JULY 10, 2023*

# Funds

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- Fund Balance requirement
- Health Insurance Fund
- IT Support Services Fund
- Solid Waste
- Equipment Services Fund
- Equipment Replacement Fund – Governmental and Proprietary
- TIF #2

# Fund Balance requirement

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- Financial Policy addresses key operating funds- 20% fund balance requirement
  - General Fund, Water & Waste Water, 4A and 4B Funds
- Other proprietary and special revenue funds
  - Do not have a 20% fund balance requirement per policy
    - Financial overview includes a fund balance percentage for presentation purposes
  - Each fund has a unique function
  - Pass through cost – SW, ESF, ERF
  - Health Insurance fund – fund balance to support future claims
  - IT Support Services- operating and capital cost – fund balance to support City's IT infrastructure
  - TIF 2 - fund balance to support TIF operating and capital cost.

# Health Insurance Fund

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- City is self insured for medical and dental employee benefits
- Health insurance activity operates using it's own Internal Service Fund
- Claims and health costs are funded by City and Employee contributions
- Assumptions for contributions:
  - City contributions – Projected increase of **5%** for FY2024-2028
  - Employee contributions – no increase in FY2024 and projected increase of **5%** for 2025-2028
- Assumptions for expenses (Provided by benefit consultant)
  - Claims paid – **7%** increase for FY2024-2028
  - Stop Loss Premiums – **13%** increase – FY2024-2028

# Health Insurance Fund – Financial Overview

	FY 22-23 Estimate	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected
<b>Beginning Fund Balance</b>	\$ 3,826,210	\$ 4,053,727	\$ 4,048,592	\$ 3,891,976	\$ 3,569,018	\$ 3,055,303
Health and Dental Premium- City	\$ 4,851,904	\$ 5,094,499	\$ 5,349,224	\$ 5,616,685	\$ 5,897,520	\$ 6,192,396
Health and Dental Premium- Other	\$ 614,620	\$ 614,620	\$ 645,351	\$ 677,619	\$ 711,499	\$ 747,074
Other Revenues	\$ 631,700	\$ 631,700	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000
<b>Total Revenues</b>	<b>\$ 6,098,224</b>	<b>\$ 6,340,819</b>	<b>\$ 6,619,575</b>	<b>\$ 6,919,304</b>	<b>\$ 7,234,019</b>	<b>\$ 7,564,470</b>
Claims	\$ 4,013,333	\$ 4,294,266	\$ 4,594,865	\$ 4,916,505	\$ 5,260,661	\$ 5,628,907
Other Expenditures	\$ 1,857,374	\$ 2,051,688	\$ 2,181,327	\$ 2,325,757	\$ 2,487,072	\$ 2,667,414
<b>Total Expenditures</b>	<b>\$ 5,870,707</b>	<b>\$ 6,345,954</b>	<b>\$ 6,776,192</b>	<b>\$ 7,242,262</b>	<b>\$ 7,747,733</b>	<b>\$ 8,296,321</b>
Net revenue (loss)	\$ 227,517	\$ (5,135)	\$ (156,617)	\$ (322,958)	\$ (513,714)	\$ (731,851)
<b>Ending Fund Balance</b>	<b>\$ 4,053,727</b>	<b>\$ 4,048,592</b>	<b>\$ 3,891,976</b>	<b>\$ 3,569,018</b>	<b>\$ 3,055,303</b>	<b>\$ 2,323,452</b>
FB % to Expenditures	69.05%	63.80%	57.44%	49.28%	39.43%	28.01%

# I.T. Support Services Fund – Financial Overview

---

- Supports City-wide information technology infrastructure and networks
- Total FY2024 proposed base budget - \$5,496,490
  - Personnel cost - \$1,626,525
- Recommended supplemental requests - \$245,165
- FY 2024 Key Projects
  - Tyler Munis ERP Implementation– HR/Payroll and Utility Billing
  - Implementation of CAD- Computer Aided Dispatch System
  - Implement third data center location- Service Center
  - Implementation of Axon Body and Squad Camera System – Pending supplemental request in GF
  - City Wide Wireless Access improvements
  - Cloud Backup Implementation

# I.T. Support Services Fund – Financial Overview

	FY 22-23 Estimate	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected
<b>Beg Fund Balance</b>	\$ 1,231,592	\$ 908,877	\$ 907,479	\$ 1,284,435	\$ 1,572,214	\$ 1,696,664
Contribtuions	\$ 5,200,000	\$ 5,594,257	\$ 5,638,362	\$ 5,593,399	\$ 5,593,399	\$ 5,593,399
Other Revenues	\$ 142,000	\$ 146,000	\$ 146,000	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 5,342,000</b>	<b>\$ 5,740,257</b>	<b>\$ 5,784,362</b>	<b>\$ 5,593,399</b>	<b>\$ 5,593,399</b>	<b>\$ 5,593,399</b>
Personnel	\$ 1,660,482	\$ 1,626,525	\$ 1,685,849	\$ 1,747,369	\$ 1,811,168	\$ 1,877,332
Operations	\$ 2,516,455	\$ 3,122,763	\$ 3,207,916	\$ 3,295,624	\$ 3,385,963	\$ 3,479,012
Capital outlay	\$ 1,495,626	\$ 747,202	\$ 259,896	\$ -	\$ -	\$ -
Supplemental	\$ -	\$ 245,165	\$ 253,746	\$ 262,627	\$ 271,819	\$ 281,332
<b>Total Expenditures</b>	<b>\$ 5,672,563</b>	<b>\$ 5,741,655</b>	<b>\$ 5,407,407</b>	<b>\$ 5,305,620</b>	<b>\$ 5,468,950</b>	<b>\$ 5,637,676</b>
Change in Fund Balance	\$ (330,563)	\$ (1,398)	\$ 376,956	\$ 287,779	\$ 124,449	\$ (44,277)
<b>Ending Fund Balance</b>	<b>\$ 901,029</b>	<b>\$ 907,479</b>	<b>\$ 1,284,435</b>	<b>\$ 1,572,214</b>	<b>\$ 1,696,664</b>	<b>\$ 1,652,386</b>
FB% to Expenditure	15.88%	15.81%	23.75%	29.63%	31.02%	29.31%

# Equipment Services Fund

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- Supports maintenance and repairs of City's fleet and heavy equipment
- Inflation rate increase impacting cost of repairs and fuel prices
- Contributions from operating departments to support operations
  - Additional 5% increase in department contributions to true up cost increases and establish a positive fund balance
- FY2023 Beginning Fund Balance – (\$75,919)
- FY2024 Proposed Total Revenues/Contributions - \$2,342,679
- FY2024 Proposed Total Expenditure - \$2,129,667
- Proposed supplemental request- \$101,274
- FY2024 Estimated Ending Fund Balance - \$35,818

# Equipment Services Fund- Financial Overview

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	FY 22-23 Estimate	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected
<b>Beg Fund Balance</b>	<b>\$ (210,878)</b>	<b>\$ (75,919)</b>	<b>\$ 35,818</b>	<b>\$ 157,156</b>	<b>\$ 265,455</b>	<b>\$ 360,145</b>
Total Revenues	\$ 2,185,524	\$ 2,342,678	\$ 2,423,708	\$ 2,484,433	\$ 2,547,000	\$ 2,631,316
Total Expenditures	\$ 2,050,565	\$ 2,129,667	\$ 2,196,538	\$ 2,265,540	\$ 2,336,740	\$ 2,410,211
Proposed Supplemental	\$ -	\$ 101,274	\$ 105,831	\$ 110,594	\$ 115,570	\$ 120,771
Change in Fund Balance	\$ 134,959	\$ 111,737	\$ 121,338	\$ 108,299	\$ 94,690	\$ 100,334
<b>Ending Fund Balance</b>	<b>\$ (75,919)</b>	<b>\$ 35,818</b>	<b>\$ 157,156</b>	<b>\$ 265,455</b>	<b>\$ 360,145</b>	<b>\$ 460,479</b>
<b>FB % to Expenditures</b>		<b>1.61%</b>	<b>6.83%</b>	<b>11.17%</b>	<b>14.69%</b>	<b>18.19%</b>

# Equipment Replacement Fund-Governmental

---

- Maintains vehicles and equipment replacement schedule
  - Supported by General Fund, PPF and ESF funds
- Estimated FY23 Ending Fund Balance for ERF \$3,748,592
- FY2024 Projected Total Revenues – \$1,754,953
- FY 2024 Projected Total Expenditures - \$813,543
  - Public Safety - \$418,882 (SUV and Trucks)
  - Public Works - \$194,207 (Trucks)
  - Parks Maintenance - \$196,790 (Trucks and Heavy Equipment)
  - Administrative cost - \$3,664
- Estimated FY24 Ending Fund Balance for ERF – \$4,690,002

# ERF – Governmental Financial Overview

	FY 22-23 Estimate	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected
<b>Beg Fund Balance</b>	\$ 3,700,938	\$ 3,748,592	\$ 4,690,002	\$ 1,693,700	\$ 1,686,040	\$ 1,714,119
Total Revenues	\$ 2,393,979	\$ 1,754,953	\$ 1,611,985	\$ 1,615,345	\$ 1,618,805	\$ 1,622,369
<b>Total Expenditures</b>	\$ 2,346,325	\$ 813,543	\$ 4,608,287	\$ 1,623,004	\$ 1,590,726	\$ 1,639,025
Change in Fund Balance	\$ 47,654	\$ 941,410	\$ (2,996,302)	\$ (7,660)	\$ 28,079	\$ (16,656)
<b>Ending Fund Balance</b>	\$ 3,748,592	\$ 4,690,002	\$ 1,693,700	\$ 1,686,040	\$ 1,714,119	\$ 1,697,464
FB% to Expenditures	159.76%	576.49%	36.75%	103.88%	107.76%	103.57%

FY2025 – Includes two pre-ordered Fire Truck in FY2023 anticipated to be received in FY2025 - \$3,000,000

# Equipment Replacement Fund-Proprietary

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- Maintains vehicle and equipment replacement schedule
  - Water & Waste Water and Golf Funds
- Estimated FY23 Ending Fund Balance - \$1,415,501
- FY2024 Projected Total Revenues – \$450,354
- FY2024 Projected Total Expenses - \$444,608
  - W&WW Replacement – \$261,517 (Trucks and Heavy Equipment)
  - Golf Replacement - \$181,755 (Heavy Equipment – Precision Mowers)
  - Administrative Cost- \$1,336
- Estimated FY24 Ending Fund Balance for ERF – \$1,421,247

# ERF – Proprietary Financial Overview

	FY 22-23 Estimate	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected
<b>Beg Fund Balance</b>	\$ 1,210,595	\$ 1,415,501	\$ 1,421,247	\$ 1,302,772	\$ 1,136,436	\$ 1,211,436
Total Revenues	\$ 460,354	\$ 450,354	\$ 454,415	\$ 458,597	\$ 462,905	\$ 467,342
<b>Total Expenditures</b>	\$ 255,448	\$ 444,608	\$ 572,890	\$ 624,932	\$ 387,905	\$ 671,326
Change in Fund Balance	\$ 204,906	\$ 5,746	\$ (118,475)	\$ (166,335)	\$ 75,000	\$ (203,984)
<b>Ending Fund Balance</b>	\$ 1,415,501	\$ 1,421,247	\$ 1,302,772	\$ 1,136,436	\$ 1,211,436	\$ 1,007,453
FB% to Expenditures	554.12%	319.66%	227.40%	181.85%	312.30%	150.07%

# Solid Waste Fund – Financial Overview

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- Proprietary fund – charge customers for refuse, recycling and city administrative cost
- Refuse and recycling operations outsourced to Waste Connections
  - No SW rate increases – FY2019-2023
    - Financial strategy was to draw down fund balance in Solid Waste Fund – (FY2019- FB% was 63%)
  - Prior year CPI increases- Waste Connections' Contract
    - FY2022 - 4% increase
    - FY2023 – 10% increase
  - New contract will determine future rate increases
- Council approved new 5 year contract on May 1, 2023
  - Extend Contract through September 2029
  - FY 2023 – 6% or CPI Increase whichever is greater
  - FY 2024 – 6% or CPI increase whichever is greater
  - FY2025-2029 – CPI Increase

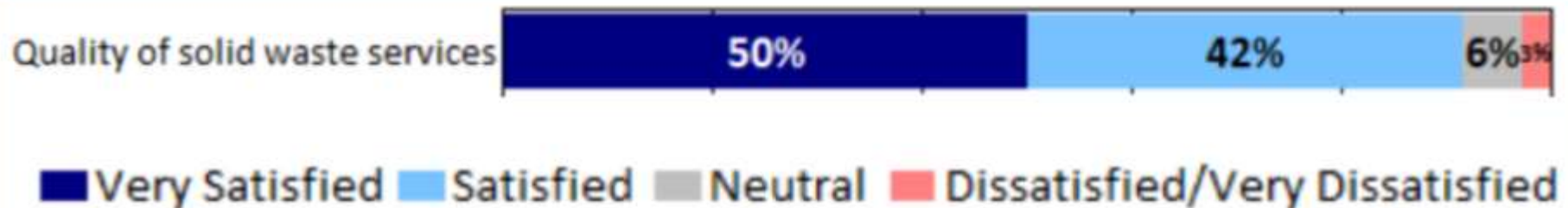
- **SURVEY**

A Citizen Survey was completed by Customer Service Department in 2022.



## 2022 Importance-Satisfaction Rating Burleson, Texas Major City Services

Category of Service	Satisfaction %
Overall Solid Waste Services	92%
Quality of city bulk trash/leaf/brush collection	88%
Quality of curbside trash/garbage collection	92%
Quality of curbside recycling collection	92%



# Solid Waste Fund – Financial Overview

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- Proposed SW Rate Projections:
  - FY2024 – 20% - True up Contract CPI adjustments
    - Average residential cost - \$3.64 a month
  - FY2025 – 6% increase
  - FY2026-2029 – 3% increase
  - Pass through contract rate and administrative cost increases to customer
  - Growth rate 2%

# Solid Waste Fund – Financial Overview

	FY 22-23 Estimate	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected
<b>Beginning Fund Balance</b>	\$ 1,097,228	\$ 608,212	\$ 701,011	\$ 810,549	\$ 924,794	\$ 1,043,748
Total Revenues	\$ 3,418,411	\$ 4,168,231	\$ 4,498,390	\$ 4,722,934	\$ 4,958,706	\$ 5,202,766
<b>Total Expenditures</b>	\$ 3,907,427	\$ 4,075,433	\$ 4,388,852	\$ 4,608,690	\$ 4,839,752	\$ 5,082,618
Net Revenue (loss)	\$ (489,016)	\$ 92,799	\$ 109,538	\$ 114,245	\$ 118,954	\$ 120,148
<b>Ending Fund Balance</b>	\$ 608,212	\$ 701,011	\$ 810,549	\$ 924,794	\$ 1,043,748	\$ 1,163,896
<b>Fund Balance % of Expenditure</b>	15.57%	17.20%	18.47%	20.07%	21.57%	22.90%

# TIF Fund 2 Financial Overview

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- FY2023 Estimated Ending Fund Balance \$703,340 or 49% FB% to Expenditures
- FY2024 Proposed Operating Expenditures - \$646,696
  - 3 ½ FTE - \$331,958
  - Economic Incentives - \$77,880
- Bond Issues
  - FY2023 - \$450,000 (Purchase of bank lot)
  - FY2024 - \$900,000 (Construction of parking lot and design for Ellison Street Improvements)
  - FY2025 – \$4,800,000 (Ellison Street improvements)

# TIF Fund 2 – Financial Overview

	FY 22-23 Projected	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected
<b>Beg Fund Balance</b>	\$ 991,531	\$ 703,340	\$ 729,519	\$ 803,813	\$ 697,255	\$ 834,454
TIF 2 Revenues	\$ 1,142,298	\$ 1,353,800	\$ 1,551,440	\$ 1,778,676	\$ 2,039,945	\$ 2,340,351
<b>Total Revenues</b>	<b>\$ 1,142,298</b>	<b>\$ 1,353,800</b>	<b>\$ 1,551,440</b>	<b>\$ 1,778,676</b>	<b>\$ 2,039,945</b>	<b>\$ 2,340,351</b>
Operating	\$ 806,946	\$ 646,696	\$ 718,996	\$ 734,959	\$ 751,421	\$ 768,398
Debt Service	\$ 623,543	\$ 660,925	\$ 737,450	\$ 1,128,850	\$ 1,129,150	\$ 1,128,275
Proposed Supplemental	\$ -	\$ 20,000	\$ 20,700	\$ 21,425	\$ 22,174	\$ 22,840
<b>Total Expenditures</b>	<b>\$ 1,430,489</b>	<b>\$ 1,327,621</b>	<b>\$ 1,477,146</b>	<b>\$ 1,885,234</b>	<b>\$ 1,902,746</b>	<b>\$ 1,919,512</b>
Change in Fund Balance	\$ (288,191)	\$ 26,180	\$ 74,294	\$ (106,558)	\$ 137,199	\$ 420,838
<b>Ending Fund Balance</b>	<b>\$ 703,340</b>	<b>\$ 729,519</b>	<b>\$ 803,813</b>	<b>\$ 697,255</b>	<b>\$ 834,454</b>	<b>\$ 1,255,293</b>
FB% to Expenditures	49.17%	54.95%	54.42%	36.99%	43.86%	65.40%

# Questions / Comments

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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** July 10, 2023

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**SUBJECT:**

Receive a report, hold a discussion regarding the proposed new City Council Policy #42 – City Council Committees. (*Staff Presenter: Amanda Campos, City Secretary*)

**SUMMARY:**

The City Council created council committees to provide staff direction on larger projects before bringing them forward to the full city council and to work to aid staff. With the growth of the City and in keeping with the social changes and technological advances the council committees were recently reviewed by the council at its regular meeting on June 20, 2023.

The City Council, after review of the current council committees, agreed to update the description of each committee, and make further amendments, as well as discussing selection and terms on each council committee. The City Council did provide staff direction to terminate Governance & Stewardship Committee and divide Finance & Internal Services into two committees.

After review of past meetings and feedback from the City Council at the June 20th meeting, the City Secretary's Office is proposing the following:

**The Public Safety & Municipal Court** will review policies, plans, and programs related to Police, Fire Protection, Public Safety Communications, Municipal Court, EMS service, Law Enforcement, and Code Compliance. In addition, this committee will assist with policies and issues facing these departments on a preliminary basis before they require Council action.

- Police Department
- Fire Department
- Public Safety Communications
- Neighborhood Services
  - Code Compliance
- Municipal Court
- Public Safety Plans & Policies

**The Infrastructure & Development Committee** will assist the Development Services, Public Works, and Economic Development Departments with issues and policies

- Public Works
- Capital Improvement Program
- Economic Development
- Development Services
- Hotel-Motel Tax Fund
- Review 5-Year Capital Improvement Processes (Annually)

**The Finance Committee** will adhere to the Finance Policy and all other Council Policies. In addition, this committee will review bond procurement, debt service, investments, and funding projects, current and future

- Finance
- Revenues and Expenditures per Encumbrance
- Finance Support Services
- Finance Policy & Council Policy #32
- Council Policy #36
- Purchasing
- Debt Service
- Investment Pool Deviations or Deletions
- Bond Procurement/Project Reviews

**The Community Service Committee** will review policies, plans, and programs that affect the quality of life of our **employees** and residents, including the protection of the natural environment, public health, human services, and neighborhood services. **Serving as the liaison to the Citizen's Better Together working closely to develop positive initiatives.**

- Neighborhood Services
  - Animal Shelter
  - Environmental Health
- Parks & Recreation
  - Parks
  - Athletic Fields
  - Recreation
  - Golf
  - Naturalist
  - Arborist
- Community Services
  - Communications
  - Senior Center
  - Library
- **Human Resources**
- **Quality of Life Projects**
- **Liaison to the Citizen's Better Together Committee**

**The Community & Intergovernmental Relations Committee** liaisons with School Districts (BISD/JISD), Counties (Johnson/Tarrant), The Chamber of Commerce, The Heritage Foundation, and other civic organizations **assuring promotion interagency cooperation**. In addition, **this committee will consider and make recommendation of all appointments to the city's boards, commissions, and committees.**

- Serve as Liaison
  - School Districts (BISD/JISD)
  - Counties (Tarrant/Johnson)
  - Chamber of Commerce
  - Heritage Foundation
  - Other Civic Organizations
- Collaborate with County for Overlapping Projects and Concerns
- Identify & Review Interagency Operations and Programs
- City Manager's Office
- City Secretary's Office

**The City Council Policies and Valuation Committee** This committee works with the City Manager and City Secretary departments to review and make recommendations on all Council Policies and will aid with issues and policies applicable to the internal services departments. These departments are Information Technology, Public Works, Legal - Risk Management, and Finance.

- City Manager's Office
- City Secretary's Office
- Information Technology
- Internal Service Fund
- Stewardship of Public Resources
- Growth space projections/needs
- Public Works
  - Facilities
  - Fleet
  - Building assessments
- Legal
  - TML Risk Management

At direction of City Council, the council committees will be formally adopted through City Council Policy #42 including terms and selection of committee service.

**STAFF CONTACT:**

Name: Amanda Campos  
Title: City Secretary  
[acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
817-426-9665 or 817-291-5846

# Proposed New City Council Policy #42 City Council Committees

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July 10, 2023



# Overview

Councilmember Larry Scott presented to council on June 20, 2023 the current and proposed description of council committees.

After review and feedback from city council from June 20, 2023, the City Secretary's Office is presenting a final proposal of council committees.

These can be reviewed and changed as often as council feels the need but at least annually.

# Council Committees Proposed

- **Public Safety & Municipal Court Committee** – Remain unchanged from proposed on June 20
- **Infrastructure & Development Committee** – Remain unchanged from proposed on June 20
- **Finance Committee** – *Formerly Finance & Internal Services*
  - Remove Internal Services
  - Finance Policies and review bond procurement, debt services, investments, and project funding
- **Community Service Committee**
  - Add Human Resources
  - Add Citizen's Better Together Committee (liaison & initiate committee's work on developing and keeping engaged)

# Council Committees Proposed

- **Community & Intergovernmental Relations Committee**
  - Add Appointments for all Boards/Commissions/Committees (Citizen not council)
- **Council Policies & Valuation Committee**
  - Combined Internal Services & Council Policy portion from previous committees
  - *This committee works with the City Manager and City Secretary departments to review and make recommendations on all Council Policies and will aid with issues and policies applicable to the internal services departments. These departments are Information Technology, Public Works, Legal - Risk Management, and Finance.*
  - *Public Works = Facilities/Fleet/Building Assessments*
  - *Internal Service funds, Stewardship of Public Resources, and Growth space projections and needs*



# Meeting Proposed Schedule

This schedule is for guidelines only and can be adjusted for needs or projects

## **Quarterly (generally)**

- Public Safety & Municipal Court Committee
- Infrastructure & Development Committee
- Finance Committee
- Community Service Committee
- Council Policies & Valuation Committee

## **Monthly to engage Citizen's Better Together (generally)**

- Community & Intergovernmental Relations Committee

# Members

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- NUMBER OF MEMBERS
- TERMS
- SELECTIONS

### Number of Members

3 council members per committee

2 members for quorum

Each committee selects Chair

### Terms

2 year terms

2 year Chair term

### Selection

- ✓ Generally in July
  - ✓ City Secretary will send out ranking for each member to rank all committee in order of preference
  - ✓ City Secretary will present matrix to full council at a council meeting for council to determine selection
  - ✓ If any change in council membership before 2 year term is expired - City Secretary will present current appointments and ask council if they would like to select again
-

Propose City Council direct staff to bring forward for formal adoption Council Policy #42 – City Council Committees

This policy will be reviewed by the Council Policies & Valuation committee at least annually and any amendments will be presented to council by the committee chair for discussion and possible action.

*All done in accordance with the Texas Open Meeting Act*

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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** July 10, 2023

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**SUBJECT:**

Consider approval of the minutes from the June 20, 2023 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*).

**SUMMARY:**

The City Council duly and legally met on June 20, 2023 for a regular council meeting.

**OPTIONS:**

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

**RECOMMENDATION:**

Approve.

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

N/A.

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

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

# BURLESON CITY COUNCIL REGULAR MEETING

June 20, 2023  
DRAFT MINUTES

## ROLL CALL

### COUNCIL PRESENT:

Victoria Johnson  
Phil Anderson

Chris Fletcher  
Larry Scott  
Dan McClendon  
Adam Russell

### Staff present

Tommy Ludwig, Interim City Manager  
Amanda Campos, City Secretary  
Monica Solko, Deputy City Secretary  
Matt Ribitzki, Deputy City Attorney

### COUNCIL ABSENT:

Ronnie Johnson

## 1. CALL TO ORDER – 4:09 p.m.

Invocation – Gloria Gillaspie, Pastor Emeritus, Open Door Church.

Pledge of Allegiance to the US Flag

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

## 2. PUBLIC PRESENTATIONS

### A. Proclamations

- None.

### B. Presentations

- None.

### C. Community Interest Items

- Great turnout at the first annual Juneteenth Celebration.
- Join the community for the Lions Club 4<sup>th</sup> of July parade on July 4th.
- Great participation at the Father's Day fishing tournament last Saturday, kudos to the Parks Department on a great event.
- Join us at the Hot Sounds of Summer series on Friday evenings at the Mayor Vera Calvin Plaza, there has been great performances and huge crowds. This is a great event for the city.

### **3. REPORTS AND PRESENTATIONS**

#### **A. Discuss the City Council Committees, structure, purpose, and meeting schedule. (Presenter: Council Place 4 Larry Scott)**

Council member Larry Scott presented a city council committees structure, purpose and meeting schedule to the city council.

### **5. CITIZEN APPEARANCES - MOVED**

- Stewart Gillaspie, 331 SW Brushy Mound Road, invited everyone to the Lions Club 19<sup>th</sup> Annual Independence Day Parade on Tuesday, July 4, at the Old Town Burleson, kick off starts at 9:00 a.m.

### **3. REPORTS AND PRESENTATIONS – cont'd**

#### **B. Receive a report, hold a discussion and provide staff direction regarding an update on the Water and Wastewater, 4A Economic Development Corporation, 4B Community Development Corporation, Parks Performance and Golf fund financial overview, summary of 5-year capital improvement plans (CIP), and receive any additional direction from City Council regarding the annual budget for fiscal year 2023-2024. (Staff Presenter: Martin Avila, Director of Finance)**

Martin Avila, Director of Finance, gave a financial update to the city council.

### **9. RECESS INTO EXECUTIVE SESSION - MOVED**

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

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

- Hold a discussion and give direction regarding the appointment of a city manager.
- Hold a discussion and give direction regarding certificates of occupancy and Chapter 47 of the Texas Penal Code.

#### **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**

- Craftmasters/Project Workforce

Motion was made by Dan McClendon and seconded by Adam Russell to convene into executive session. **Time: 6:02 p.m.**

Motion passed 6-0, with Ronnie Johnson absent.

Motion was made by Dan McClendon and seconded by Adam Russell to reconvene into open session. **Time: 6:15 p.m.**

Motion passed 6-0, with Ronnie Johnson absent.

## **7. GENERAL - MOVED**

- A. CSO#5137-06-2023, minute order ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a Performance Agreement between the Burleson 4A Economic Development Corporation and Craftmasters for a development located within Hooper Business Park in Burleson, Texas. (Staff Presenter: Alex Philips, Economic Development Director)**

Alex Philips, Economic Development Director, presented a minute order to the city council.

Motion made by Victoria Johnson and seconded by Larry Scott to approve.

Motion passed 6-0, with Ronnie Johnson absent.

## **3. REPORTS AND PRESENTATIONS – cont'd**

- C. Receive a report, hold a discussion and give staff direction regarding a proposed new City Council Policy #41, Debt Management Policy and proposed amended City Council Policy #32, Financial Policy. (Staff Presenter: Martin Avila, Director of Finance) (Finance and Internal Service Committee motioned to present a report on the Debt and Financial Policy to the full Council in June 2023)**

Martin Avila, Director of Finance, gave a presentation on the proposed City Council Policy #41 Debt Management Policy and proposed amendments to City Council Policy #32, Financial Policy to the city council.

- D. Receive a report, hold a discussion, and give staff direction regarding the office of emergency management's current and future initiatives. (Staff Presenter: Joe Laster, Emergency Operations Manager)**

Joe Laster, Emergency Operations Manager, gave a presentation on the office of emergency management and future initiatives to the city council.

## **4. CHANGES TO POSTED AGENDA**

- A. Items to be continued or withdrawn**

- None.

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

- Add 7B

Motion made by Adam Russell and seconded by Dan McClendon to add item 7B to the consent agenda.

Motion passed 6-0, with Ronnie Johnson absent.

## 5. CITIZEN APPEARANCES

*Item presented above.*

## 6. CONSENT AGENDA

- A. Minutes from the June 5, 2023 regular council meeting and June 8, 2023 special council meeting. (Staff Contact: Amanda Campos, City Secretary).**

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

Motion passed 6-0, with Ronnie Johnson absent.

- B. CSO#5130-06-2023, minute order ratifying the 4A Economic Development Corporation Board's approval of a Memorandum of Understanding for authorization for grading, stormwater infrastructure, and roadway construction for R.A. Development, Ltd., pursuant to an existing Chapter 380 and Economic Development and Performance Agreement. (Staff Contact: Errick Thompson, Deputy Director Public Works - Engineering)**

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

Motion passed 6-0, with Ronnie Johnson absent.

- C. CSO#5131-06-2023, Memorandum of Understanding for authorization for grading, stormwater infrastructure, and roadway construction for R.A. Development, Ltd., pursuant to an existing Chapter 380 and Economic Development and Performance Agreement. (Staff Contact: Errick Thompson, Deputy Director Public Works - Engineering)**

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

Motion passed 6-0, with Ronnie Johnson absent.

- D. CSO#5132-06-2023, minute order ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a First Amendment to the Performance Agreement between the Burleson 4A Economic Development Corporation and 2525 FTG - Tulsa, LLC for a development located at 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Texas. (Staff Contact: Alex Philips, Economic Development Director)**

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

Motion passed 6-0, with Ronnie Johnson absent.

- E. CSO#5133-06-2023, minute order ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a First Amendment to the Chapter 380 Economic Development and Performance Agreement between the City of Burleson, The Burleson 4A Economic Development Corporation, and Yourang, LLC. (Staff Contact: Alex Philips, Economic Development Director)**

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

Motion passed 6-0, with Ronnie Johnson absent.

- F. CSO#5134-06-2023, First Amendment to the Chapter 380 Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, and Yourang, LLC. (Staff Contact: Alex Philips, Economic Development Director)**

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

Motion passed 6-0, with Ronnie Johnson absent.

- G. CSO#5135-06-2023, three year contract with ImageTrend, LLC for the purchase of a master software and services agreement for the Fire/EMS department records management system in the amount not to exceed \$140,014. (Staff Contact: K.T. Freeman, Fire Chief)**

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

Motion passed 6-0, with Ronnie Johnson absent.

- H. CSO#5136-06-2023, minute order appointing newly appointed Council Place 3 Ronnie Johnson to council appointed positions on boards and committees. (Staff Contact: Amanda Campos, City Secretary)**

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

Motion passed 6-0, with Ronnie Johnson absent.

## **7. GENERAL - ADDED**

- B. CSO#5138-06-2023, 12-month service contract with Intermountain Slurry Seal, Inc. via Inter-local Purchasing Agreement with the City of North Richland Hills for asphalt pavement sealing services in the amount of \$525,000. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)**

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

Motion passed 6-0, with Ronnie Johnson absent

## **7. GENERAL**

- ~~A. CSO#5137-06-2023, minute order ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a Performance Agreement between the Burleson 4A Economic Development Corporation and Craftmasters for a development located within Hooper Business Park in Burleson, Texas. (Staff Presenter: Alex Philips, Economic Development Director)~~**

*Item was discussed and voted on above.*

- B. ~~CSO#5138-06-2023, 12-month service contract with Intermountain Slurry Seal, Inc. via Inter-local Purchasing Agreement with the City of North Richland Hills for asphalt pavement sealing services in the amount of \$525,000. (Staff Presenter: Errick Thompson, Deputy Director of Public Works – Engineering)~~**

*Item was added to consent agenda above.*

- C. CSO#5139-06-2023, resolution of the City Council of the City of Burleson, Texas, directing publication of notice of intentions to issue combination tax and revenue certificates of obligation; and resolving other matters relating to the subject. (Staff Presenter: Martin Avila, Director of Finance)**

Martin Avila, Director of Finance, presented a resolution to the city council.

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

Motion passed 6-0, with Ronnie Johnson absent.

**8. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

- Update and status of the police station project.

**9. 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**  
-Hold a discussion and give direction regarding the appointment of a city manager.  
-Hold a discussion and give direction regarding certificates of occupancy and Chapter 47 of the Texas Penal Code.
- B. Personnel matters pursuant to Section 551.074, Texas Government Code**  
-Hold a discussion and give direction regarding the appointment, evaluation and selection process, and duties of a city manager.
- 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**  
-Craftmasters/Project Workforce

Motion was made by Adam Russell and seconded by Larry Scott to convene into executive session. **Time: 7:41 p.m.**

Motion passed 6-0, with Ronnie Johnson absent.

Motion was made by Dan McClendon and seconded by Larry Scott to reconvene into open session. **Time: 10:21 p.m.**

Motion passed 6-0, with Ronnie Johnson absent.

### **EXECUTIVE SESSION**

#### **B. Personnel matters pursuant to Section 551.074, Texas Government Code**

**-Hold a discussion and give direction regarding the appointment, evaluation and selection process, and duties of a city manager.**

Motion made by Adam Russell and seconded by Dan McClendon to begin contract negotiations with Tommy Ludwig for City Manager.

Motion passed 6-0, with Ronnie Johnson absent.

### **ADJOURNMENT**

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

Mayor Fletcher adjourned the meeting.

**Time: 10:22 p.m.**

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Monica Solko  
Deputy City Secretary

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## City Council Regular Meeting

**DEPARTMENT:** Public Works

**FROM:** Errick Thompson, P.E., Deputy Director of Public Works

**MEETING:** July 10, 2023

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**SUBJECT:**

Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's action taken on a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. in the amount of \$206,100. (*Staff Contact: Errick Thompson, Deputy Director of Public Works*)

**SUMMARY:**

In June 2021, the Burleson 4A Corporation purchased approximately 106 acres with the intent to develop the Hooper Business Park. The City Council approved a Chapter 380 and Economic Development and Performance Agreement (Agreement) with several property owners that make up the Chisholm Summit master-planned development on June 7, 2021. R.A. Development, Ltd. acts as the Developer for Chisholm Summit on behalf of the property owners. As part of the Agreement, the Developer was obligated to design and construct roadway and sanitary sewer infrastructure to serve the business park, master-planned community, and future development. The City will reimburse the Developer for costs pursuant to the terms of the Agreement. The roadway is currently under construction, and sanitary sewer construction is expected to begin summer 2023.

The City's design standards require developments over one acre in size to provide detention/retention of stormwater to mitigate impacts downstream. On October 3, 2022, the City Council ratified the 4A Economic Development Corporation Board's action authorizing a design contract for stormwater mitigation within Hooper Business Park with MMA, Inc. for \$105,000. The stormwater improvements will be located near the proposed sanitary sewer lift station serving the business park, so coordination with the Developer's engineer is necessary.

Preliminary design indicates a significant amount of off-site stormwater runoff is currently conveyed through the Hooper Business Park property. In addition, County Road 1019, on the north edge of the site, is flood prone.

Staff requested MMA, Inc. provide an expanded scope of services that would create two retention ponds and realign County Road 1019. Realigning County Road 1019 would improve roadway flooding and create two, smaller retention ponds, rather than one larger pond allowing for a more aesthetically pleasing design. A temporary roadway connection from realigned County Road 1019

to Lakewood Drive will also be designed as part of the revised scope until the permanent realignment of FM 1902 is funded and constructed in the future. FM 1902 is a TxDOT facility and will be designed to federal standards which typically extends the review period by several months. The temporary roadway will provide access that would otherwise not exist for several years and allow for the development of pad sites adjacent to future FM 1902.

The revised scope includes a landscape plan and grading around the top of the ponds to allow for a trail connecting to the existing 10-foot paths along Lakewood Drive and hardscape features, enhancing the overall pedestrian experience as the business park develops. Pedestrian connection from the retention ponds to the Chisholm Summit master-planned community will be possible along Lakewood Drive and through the business park property to the proposed public community park within the Chisholm Summit community.

On June 20, 2023, the 4A Economic Development Corporation Board approved and City Council ratified a Chapter 380 Economic Development and Performance Agreement with Craftmasters, a new for-profit trade school to be constructed within the Hooper Business Park. The agreement stipulates that regional stormwater mitigation will be constructed by September 30, 2026. This development will enhance the area and provide an alternate connection through their site to the City's planned community park to be constructed with the Chisholm Summit Master Planned Community.

The original contract amount was \$105,000 and approximately 44 percent (\$47,000) has been paid to MMA for design services completed to date, including a drainage analysis of the business park property, survey, schematic designs, etc. Staff proposes terminating the original contract and recommends entering into a new contract that will combine the remaining funding from the original contract (\$58,000) and the additional \$148,100 of funding for a total new contract amount of \$206,100. The new contract scope will include the following tasks in addition to the remaining task from the original contract –

- Additional survey for the roadway realignment
- Further drainage analysis to include two ponds
- New Schematic designs
- Roadway design, including right-of-way documents
- Roadway schematic design
- Contract documents

The additional tasks included in the scope will create a better roadway network, alleviate flooding issues in the area, and provide a more aesthetically pleasing addition to the business park and provide stormwater improvements that meet the City's requirements for stormwater mitigation.

#### **OPTIONS:**

- 1) Approve a minute order ratifying the 4A Economic Development Corporation Board's action taken on a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. in the amount of \$206,100.

- 2) Deny a minute order ratifying the 4A Economic Development Corporation Board's action taken on a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. in the amount of \$206,100.

**RECOMMENDATION:**

Approve a minute order ratifying the 4A Economic Development Corporation Board's action taken on a professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. in the amount of \$206,100.

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

October 3, 2022 – 4A Economic Development Corporation Board approved a professional services contract with Mycoskie & Associates, Inc. dba MMA, Inc. for a detention pond design for Hooper Business Park in the amount of \$105,000.

October 3, 2022 – City Council ratified the 4A Economic Development Corporation Board's approval of a professional services contract with Mycoskie & Associates, Inc. dba MMA, Inc. for a detention pond design for Hooper Business Park in the amount of \$105,000.

June 20, 2023 – Chapter 380 and Economic Development and Performance Agreement approved between the Burleson 4A Economic Development Corporation (EDC) and Craftmasters obligating the EDC to construct stormwater mitigation by September 30, 2026.

**FISCAL IMPACT:**

**Project #:** DV2201  
**Budgeted Y/N:** Y  
**Fund Name:** 4A Bonds  
**Full Account #s:** 2014201-62020

**Amount:** \$206,100

Errick Thompson, P.E.  
Deputy Director of Public Works  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610



# **HOOPER BUSINESS PARK**

**Stormwater Mitigation and Roadway Design**

# HISTORY

## 2021

- Burleson 4A Corporation purchased approximately 106 acres with the intention of developing Hooper Business Park
- City Council approved Chapter 380 and Economic Development and Performance Agreement for Chisholm Summit Master Planned Community
- Agreement required Developer to design and construct public infrastructure (paving and sanitary sewer) and City would reimburse for costs



# WESTSIDE DEVELOPMENT

## PUBLIC INFRASTRUCTURE

- Lakewood Drive currently underway
- Sanitary sewer design anticipated to be completed and under construction late summer 2023

## OCTOBER 2022

- Burleson 4A Economic Development Corporation Board approved professional services agreement with Mycoskie & Associates, Inc. dba MMA, Inc. for stormwater improvements for the Hooper Business Park in the amount of \$105,000
- Included survey, drainage analysis, schematic design, construction plans and construction administration

## JUNE 20, 2023

- City Council approved Chapter 380 and Economic Development and Performance Agreement with Craftmasters (new trade school) to be constructed in the Hooper Business Park
- Craftmasters will develop almost 60 acres of the Hooper Business Park
- Agreement obligates City to provide regional stormwater mitigation by September 30, 2026



# WESTSIDE DEVELOPMENT

## PRELIMINARY STORMWATER MITIGATION DESIGN

- Significant volume of stormwater conveyed from remainder of Hooper property to the southeast and through business park
- Channelizing runoff allows for better utilization of the property
- County Road 1019 experiences flooding during rain events - road impassible during heavy rain events

**STAFF REQUESTED MMA, INC.  
PROVIDE EXPANDED SCOPE OF  
SERVICES**



# WESTSIDE DEVELOPMENT

## EXPANDED SCOPE

- Additional drainage analysis for two ponds - retention/detention
- Additional survey for roadway design
- Two ponds will allow for realignment of County Road 1019 and alleviate flooding of the roadway
- New connection of realigned County Road 1019 to Lakewood Dr until permanent FM 1902 connection is constructed
- Additional schematic designs



# STORMWATER MITIGATION REQUIRED

Detention / Retention



**Examples of Detention (dry pond)**

# STORMWATER MITIGATION REQUIRED

Detention / Retention



**Examples of Retention (water always in pond)**

Council has expressed desire for retention pond

# WESTSIDE DEVELOPMENT

## DESIGN ELEMENTS

- Ponds will be **retention** ponds with fountains
- Approximately 10 acres for two ponds and channel - approximately 20 acres remain for future development
- Walking trail around ponds with landscaping and hardscape to enhance aesthetics
- Re-alignment of County Road 1019 alleviates flooding across low water crossing - may allow north pond to shift and create more developable area at key corners



**\$6.5M ESTIMATED CONSTRUCTION COST INCLUDED IN 4A CAPITAL FUNDING PLAN**

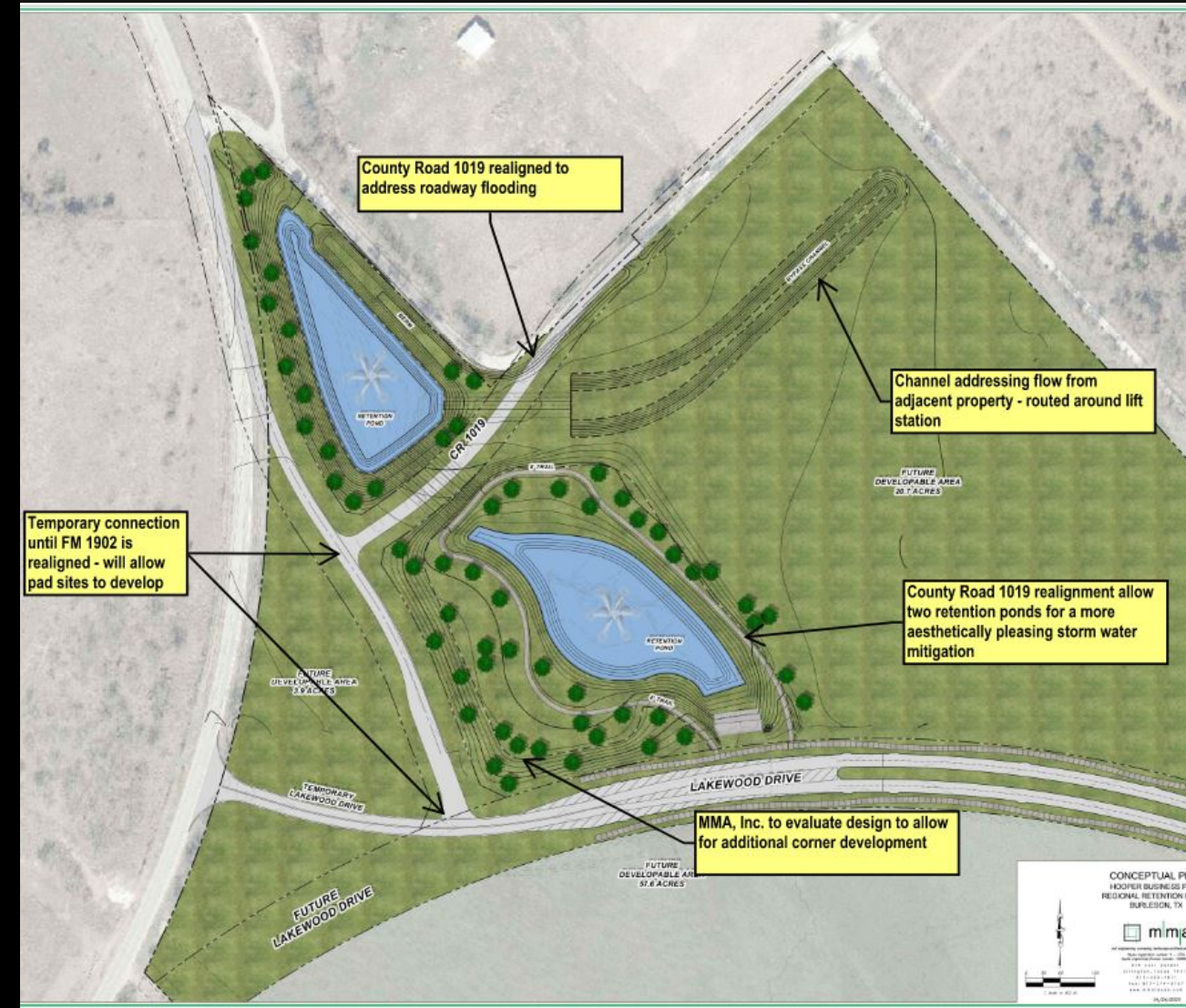
# WESTSIDE DEVELOPMENT

## ORIGINAL CONTRACT

- \$105,000 approved October 3, 2022
- \$47,000 paid for design services to date (approximately 44%)
- Preliminary design indicated significant amount of off-site stormwater runoff currently conveyed through Hooper Business Park
- County Road 1019 on north side is flood prone

## NEW CONTRACT

- \$206,100 - total new contract amount (includes \$58,000 for remaining scope in original contract and an additional \$148,100 for additional scope)
- Final Design - December 2023



**STAFF RECOMMENDS TERMINATING CURRENT CONTRACT AND ENTERING INTO NEW CONTRACT WITH EXPANDED SCOPE**

# OPTIONS

## RECOMMENDED



**APPROVE A MINUTE ORDER RATIFYING THE 4A ECONOMIC DEVELOPMENT CORPORATION BOARD'S ACTION TAKEN ON THE PROFESSIONAL SERVICES AGREEMENT WITH MYCOSKIE & ASSOCIATES, INC. DBA MMA, INC. IN THE AMOUNT OF \$206,100**



**DENY A MINUTE ORDER RATIFYING THE 4A ECONOMIC DEVELOPMENT CORPORATION BOARD'S ACTION TAKEN ON THE PROFESSIONAL SERVICES AGREEMENT WITH MYCOSKIE & ASSOCIATES, INC. DBA MMA, INC. IN THE AMOUNT OF \$206,100**



## **PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION** (the “City”), a Texas Economic Development Corporation and **MYCOSKIE AND ASSOCIATES, INC.** (“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 in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

### **3. COMPENSATION.**

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed TWO HUNDRED SIX THOUSAND AND ONE HUNDRED and 00/100 dollars 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 submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

### **4. TERMINATION.**

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

**5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

**6. RIGHT TO AUDIT.**

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

## **7. INDEPENDENT CONTRACTOR.**

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors, and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

## **8. CHARACTER OF SERVICES AND INDEMNIFICATION.**

### **8.1 Character of Services.**

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

### **8.2 Indemnification.**

**CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND**

**PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.**

**CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.**

**THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.**

## **9. ASSIGNMENT AND SUBCONTRACTING.**

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

## **10. INSURANCE.**

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

### **10.1 Coverage and Limits**

- (a) Commercial General Liability  
\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate
- (b) Automobile Liability  
\$1,000,000 Each accident on a combined single limit basis or  
\$250,000 Bodily injury per person  
\$500,000 Bodily injury per person per occurrence  
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation  
Statutory limits  
Employer's liability  
\$100,000 Each accident/occurrence  
\$100,000 Disease - per each employee  
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

**11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

Consultant agrees to comply with all applicable federal, state and local laws, ordinances,

rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

**12. NON-DISCRIMINATION COVENANT.**

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

**13. NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

The 4A Economic Development Corporation  
President of the Board  
Attn: Dan McClendon  
141 W. Renfro St  
Burleson, TX 76028

To CONSULTANT:

Mycoskie and Associates, Inc.  
Jacob Sumpter  
519 E. Border Street  
Arlington, Texas 76010

**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 that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**27. 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.

**31. COUNTERPARTS; PDF SIGNATURES.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

**32. TERMINATION OF PRIOR AGREEMENT.**

It is the Parties' intent that this Agreement replace a prior agreement between the Parties dated October 3, 2022, and titled Proposal for Professional Services Hooper Business Park-Regional Detention Pond Proposal (the "Prior Agreement"). By executing this agreement, the Parties agree that this Agreement terminates, supersedes, repeals, and replaces the Prior Agreement.

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*The remainder of this page is left intentionally blank*

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**SIGNATURE PAGE**

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

**Burleson 4A Economic Development Corporation:**

**Mycoskie and Associates, Inc.:**

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

## **ATTACHMENT A**

### **I. Scope of Services**

## SCOPE OF SERVICES

### I. LAND SURVEYING SERVICES:

#### A. Topographic Survey

MMA will prepare a Topographic Survey for the area shown on Exhibit A, being approx. 30- acres. The Topographic Survey will reflect 1-foot contours and will be tied to a City of Burleson benchmark. MMA will request a "Texas 811" utility locate prior to the survey and identify all located utilities on the survey. The Topographic Survey will be used solely for design purposes.

#### B. Detention Pond Grading Verification

MMA will field verify one (1) time the detention pond(s) grading top and bottom of slope at 50' intervals and storm outfalls. The verification data will be used by the engineer to verify the as-built storage to the design storage. Any deviation from the design will be documented and communicated to the CLIENT. Any additional verification trips will be billed at the MMA 2022 hourly rate.

### II. CIVIL ENGINEERING SERVICES:

#### A. Drainage Study

The property is planned for a future business park. To accommodate the future uses a regional detention pond is being proposed. MMA will conduct a drainage study in accordance with the City of Burleson Design Criteria Manual. The drainage study will analyze the downstream capacity of the existing creek and storm drain infrastructure to determine the flow which can be conveyed downstream flow without adverse impact to surrounding properties. MMA will respond to and address the City or the City's 3<sup>rd</sup> Party drainage review comments.

#### B. Regional Pond Schematic Design Documents

MMA will develop schematic design plans for the proposed regional detention pond. These drawings will identify overall site grading and preliminary storm lines. A tentative list of drawings anticipated to be prepared for this scope are as follows:

1. Overall Site Plan
2. Overall Grading Plan
3. Overall Storm Drain Plan

Preparation of the schematic design documents will not commence until approval of the drainage study is received from the City of Burleson.

C. Regional Pond Civil Construction Plans

MMA will develop civil construction plans using the schematic design drawings approved by the CLIENT. Any changes to this site plan will incur additional services. The plans will be in accordance with the City requirements. The following information will be included (information may be combined on a single sheet).

1. Cover Sheet
2. Overall Site Plan
3. Dimension Control Plan
4. Overall Grading Plan
5. Detailed Grading Plan
6. Drainage Area Map
7. Drainage calculations
8. Storm Drain Plans
9. Storm Drain Profiles
10. Erosion Control plan
11. Construction Details

The grading plans shall show proposed contours and spot elevations. Ample information shall be included on the plans for staking of grading and storm drainage improvements. Specifications for construction shall be based upon the City's Standard Specifications and/or NCTCOG. MMA shall provide detailed specifications for items of unusual nature or magnitude. Preparation of the civil construction plans will not commence until approval of the schematic design documents is received from the CLIENT.

D. Roadway Schematic Design Documents

MMA will develop schematic civil plans for the proposed realignment of FM 1902 and CR 1019. MMA will assume the right-of-way for FM 1902 will be 80 feet and 70 feet for CR 1019. The following will be included in the plans:

- Both roadways will be designed to accommodate a temporary two-lane asphalt roadway.
- CR 1019 will have an ultimate section of two lanes.
- FM 1902 will have an ultimate section of two or four lanes.
- The temporary roadway for FM 1902 would be built on one side of a future median.
- The roadway material may be asphalt or concrete for the CR 1019 section.
- TXDOT permitting will not be required.

E. Opinion of Probable Cost

MMA will prepare an opinion of probable cost for use of a concrete or asphalt roadway section for CR 1019.

F. Roadway Civil Construction Plans

Based on the CLIENT approved schematic civil plans, MMA will develop construction plans for the temporary roadway section for FM 1902 and CR 1019. The plans will be prepared in accordance with city requirements and will be a standalone plan set from the regional detention pond plans. The following information will be included:

- Cover Sheet
- General Notes
- Right-of-Way Map
- Demolition Plan
- Typical Roadway Cross Sections
- Traffic Control Plan
- Paving Plan & Profiles
- Grading Plans
- Drainage Area Maps & Calculations
- Storm Drain Plans
- Signage and Striping Plans
- Street Light Plans (if needed)
- Construction Details

Ample information shall be included on the plans for staking of paving and storm drainage improvements. Specifications for construction shall be based upon the City's Standard Specifications and/or NCTCOG. MMA shall provide detailed specifications for items of unusual nature or magnitude. MMA assumes an ADA compliance review will not be required as the roadways are temporary, and no sidewalks are proposed. TXDOT permitting and coordination is not included in this scope.

G. Right-of-Way Documents

MMA will develop maps and legal descriptions for proposed right-of-way for FM 1902 and CR 1019. Exhibits and legals will be provided to CLIENT for filing with the County. MMA anticipates one (1) exhibit and legal will be required.

H. Storm Water Pollution Prevention Plan

MMA and/or Strategic Partner will prepare a Storm Water Pollution Prevention Plan, or narrative as required by the city. A Notice of Intent (NOI) for Storm Water Discharges as required by the Texas Commission on Environmental Quality (TCEQ) will be prepared for CLIENT execution, if necessary.

I. Construction Administration

MMA will attend the pre-construction meeting at the request of the CLIENT or required by the city. MMA will perform a maximum of 2 site visits at the request of CLIENT. MMA will provide one (1) punch list review site visit and one (1) follow up to confirm punch list is complete. MMA shall respond to the contractor's RFI and material submittals during the construction process. MMA will verify the constructed detention pond volume using the detention pond grading verification survey.

### III. LANDSCAPE ARCHITECTURAL SERVICES:

#### A. Schematic Landscape Plans

MMA will develop schematic landscape plans for areas around the proposed regional retention ponds. Below is an expected list of deliverables.

- Overall Planting Plan

#### B. Landscape Construction Plans

Based on the CLIENT approved schematic landscape plans, MMA will develop landscape construction plans for areas around the proposed regional detention ponds. Plans will meet minimum City of Burleson landscape ordinance requirements and/or CLIENT requirements and will be suitable for permitting, bidding, and construction.

#### C. Irrigation Construction Plans

MMA will prepare Irrigation Construction plans for the project based on the CLIENT approved landscape plan. Irrigation Construction plans will conform to all requirements of the City of Burleson and the Texas Commission on Environmental Quality. Plans will be suitable for permitting, bidding and construction.

#### D. Landscape Design Renderings-Plan View

MMA will prepare one (1) colored rendering of the regional pond area design. An electronic file (i.e., PDF, Jpeg) of the rendering will be provided to CLIENT.

#### E. Landscape Design Renderings-Perspective Views

MMA will prepare two (2) colored perspective renderings of the regional pond area design. The two locations shall be approved by CLIENT prior to finalizing each rendering. An electronic file (i.e., PDF, Jpeg) of the rendering will be provided to CLIENT.

## COMPENSATION

### A. Payment Terms

CLIENT will pay MMA the lump sum fee or their 2023 Hourly rates (Hourly) for the services listed below. Any changes to the site plan will incur additional fees at the 2023 hourly rates, refer to Schedule A for hourly rates.

#### I. LAND SURVEYING SERVICES:

A. Topographic Survey	\$5,000 Lump Sum
B. Detention Pond Grading Verification	\$5,000 Lump Sum
<b>Sub Total</b>	<b>\$ 10,000 Lump Sum</b>

#### II. CIVIL ENGINEERING SERVICES:

A. Drainage Study	\$10,500 Lump Sum
B. Regional Pond Schematic Design Documents	\$17,500 Lump Sum
C. Regional Pond Civil Construction Plans	\$52,500 Lump Sum
D. Roadway Schematic Design Plans	\$10,000 Lump Sum
E. Opinion of Probable Cost	\$5,000 Lump Sum
F. Roadway Civil Construction Plans	\$50,000 Lump Sum
G. Right-of-Way Documents	\$8,000 Lump Sum
H. Storm Water Pollution Prevention Plan (SWPPP)	\$2,000 Lump Sum
I. Construction Administration	\$8,000 Lump Sum
<b>Sub Total</b>	<b>\$ 163,500 Lump Sum</b>

#### III. LANDSCAPE ARCHITECTURAL SERVICES:

A. Schematic Landscape Plans	\$5,500 Lump Sum
B. Landscape Construction Plans	\$12,000 Lump Sum
C. Irrigation Construction Plans	\$7,500 Lump Sum
D. Landscape Design Renderings-Plan View	\$1,600 Lump Sum
E. Landscape Design Renderings-Perspective Views	\$6,000 Lump Sum
<b>Sub Total</b>	<b>\$ 32,600 Lump Sum</b>

**TOTAL** **\$ 206,100 Lump Sum**

Monthly invoices will be issued by MMA. Payment is due upon receipt of the invoice. Interest will be charged on all accounts over 30 days and accounts over 60 days will result in MMA stopping work on the project until all outstanding invoices are paid. See "Payment to MMA" in the attached PROVISIONS for complete payment terms.

## Schedule A

### 2023 Hourly Rate Schedule

Zoning Consultant	\$ 250
Principal	\$ 200
Director	\$ 190
Senior Project Manager	\$ 175
Senior Land Surveyor	\$ 175
Project Manager	\$ 150
Project Surveyor	\$ 135
Project Engineer	\$ 145
Project Coordinator	\$ 125
GIS Manager	\$ 125
Engineering Production Manager	\$ 145
Landscape Architect	\$ 125
Graduate Engineer 2	\$ 130
Surveyor in Training	\$ 120
Urban Planner	\$ 100
GIS Analyst	\$ 100
Graduate Engineer 1	\$ 115
Designer	\$ 110
Landscape Designer	\$ 115
Technician 3	\$ 115
Technician 2	\$ 95
Technician 1	\$ 85
Survey Field Party (3-Man)	\$ 250
Survey Field Party (2-Man)	\$ 175
Survey Field Party (1-Man)	\$ 125
Project Assistant	\$ 75
Clerical	\$ 50

### MMA 2023 Reimbursable Expenses Schedule

Expenses incurred by MMA required to complete the project will be reimbursed to MMA by the Owner. Plots, blacklines, copies and mileage will be reimbursed at the following rates:

#### Plotting

Bond	\$ 1.50 per sheet
Color	\$10.00 per sheet
Mylar	\$12.00 per sheet

<b>Blacklines</b>	\$ 1.50 per sheet
<b>Xerox Copies</b>	\$ 0.15 per side copy
<b>Mileage</b>	\$ 0.58 per mile

Other direct expenses are reimbursed at cost plus 10%. These services may include but are not limited to: platting and filing fees, taxes, outside reprographic expense, deliveries, postage, travel, meals and photographic services.

## **B. Additional Services**

Any requested services not included in this agreement, including but not limited to the Exclusions stated in this proposal, will be performed and billed at a cost determined upon the time of the request. Additional services will not begin until written authorization from the CLIENT has been received.

The following are a list of items not included in our scope of services but may need to be addressed at some point in the approval process:

- All negotiations and coordination with adjoining property owners.
- Flood studies and FEMA processing.
- Franchise utility coordination.
- Structural design of retaining walls.
- Traffic Impact Analysis of this site.
- Geotechnical Report.
- Environmental Assessment Report.
- Signage design and permitting.
- Site lighting layout and/or design.
- Fountain design or other water feature design.
- Waters of the U.S. and wetland determination and permitting.
- Offsite utility design.
- Separate instrument easements.
- Building Permitting
- Detention Pond As-Built and Volume Verification

HOOPER BUSINESS PARK-FEE BREAKDOWN

	LAND SURVEY	ORIGINAL PROPOSAL	INVOICED	REMAINING	NEW PROPOSAL	NEW FEE
A	TOPO SURVEY	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 5,000.00	\$ 5,000.00
B	POND VERIFICATIONS	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	TOTAL	\$ 20,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
	CIVIL ENGINEERING					
A	DRAINAGE STUDY	\$ 25,000.00	\$ 24,500.00	\$ 500.00	\$ 10,000.00	\$ 10,500.00
B	REGIONAL POND SCHEMATIC DESIGN DOCUMENTS	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 17,500.00
C	REGIONAL POND CIVIL CONSTRUCTION PLANS	\$ 35,000.00	-	\$ 35,000.00	\$ 17,500.00	\$ 52,500.00
D	ROADWAY SCHEMATIC DESIGN	\$ -	-		\$ 10,000.00	\$ 10,000.00
E	OPINION OF COST	\$ -	-		\$ 5,000.00	\$ 5,000.00
F	ROADWAY CIVIL CONSTRUCTION PLANS	\$ -	-		\$ 50,000.00	\$ 50,000.00
G	RIGHT-OF-WAY DOCUMENTS	\$ -	-		\$ 8,000.00	\$ 8,000.00
H	SWPPP	\$ 2,000.00	-	\$ 2,000.00		\$ 2,000.00
I	CONSTRUCTION ADMIN.	\$ 8,000.00	-	\$ 8,000.00		\$ 8,000.00
	TOTAL	\$ 85,000.00	\$ 32,000.00	\$ 53,000.00	\$ 110,500.00	\$ 163,500.00
	LANDSCAPE ARCHITECTURE					
A	SCHEMATIC DESIGN PLANS	\$ -	-	\$ -	\$ 5,500.00	\$ 5,500.00
B	LANDSCAPE CONSTRUCTION PLANS	\$ -	-	\$ -	\$ 12,000.00	\$ 12,000.00
C	IRRIGATION CONSTRUCTION PLANS	\$ -	-	\$ -	\$ 7,500.00	\$ 7,500.00
D	LANDSCAPE DESIGN RENDERINGS-PLAN VIEW	\$ -	-	\$ -	\$ 1,600.00	\$ 1,600.00
E	LANDSCAPE DESIGN RENDERINGS-PERSPECTIVE	\$ -	-	\$ -	\$ 6,000.00	\$ 6,000.00
	TOTAL	\$ -	-	\$ -	\$ 32,600.00	\$ 32,600.00
	GRAND TOTAL	\$ 105,000.00	\$ 47,000.00	\$ 58,000.00	\$ 148,100.00	\$ 206,100.00

NEW SCOPE ITEM	
ORIGINAL SCOPE ITEM (ADDED SCOPE)	
ORIGINAL SCOPE ITEM (NO CHANGE)	

# 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.**

mma, inc.  
Arlington, TX United States

**Certificate Number:**  
2023-1040459

**Date Filed:**  
06/29/2023

**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 Public Works Department

**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.**

Hooper Business Park  
Surveying, Civil Engineering, and Landscape Architectural Services

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.**



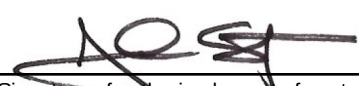
### 6 UNSWORN DECLARATION

My name is Jacob Sumpter, and my date of birth is 12/04/1979.

My address is 519 E. Border Street, Arlington, TX, 76010, 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 29 day of June, 2023.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

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## City Council Regular Meeting

**DEPARTMENT:** Fire/EMS  
**FROM:** Casey Davis, Assistant Fire Chief  
**MEETING:** July 10, 2023

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**SUBJECT:**

Consider approval of a contract for EMS supplies using an existing Cooperative Purchasing Interlocal Agreement with the City Midlothian for EMS supplies from Bound Tree Medical, LLC in the amount not to exceed \$90,000 (Staff Contact: Casey Davis, Assistant Fire Chief)

**SUMMARY:**

Burleson Fire/EMS needs to procure all necessary consumable supplies and equipment for the upcoming launch and ongoing resupply for FY 23-24 of the ambulance service, scheduled to commence operations on 10-1-2023. It is crucial that these items are purchased, secured, and stocked on the ambulances in preparation for an inspection by the Department of State Health Services (DSHS), which is required to obtain the ambulance service license. We anticipate the inspection to take place in the middle to end of August.

I am pleased to inform you that the funding for this project has been allocated in the operating budget and has been duly accounted for in the EMS transport financial transport proforma. Furthermore, on 6-5-2023, the Council approved an interlocal agreement with the City of Midlothian for cooperative purchasing. This agreement enables us to leverage an existing procurement arrangement between the City of Midlothian and Bound Tree Medical, LLC for EMS supplies.

To proceed with the procurement of the required equipment, we will utilize the existing Cooperative Purchasing Interlocal Agreement with the City of Midlothian. This agreement allows us to procure EMS supplies from Bound Tree Medical, LLC, and we have determined that the total amount for the equipment purchase should not exceed \$90,000.

**OPTIONS:**

- 1) Approve as presented
- 2) Deny

**RECOMMENDATION:**

Staff recommends approval

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

N/A

**FISCAL IMPACT:**

FY 22/23 Budget Line Item 1052202 61030 Safety Supplies

**STAFF CONTACT:**

Casey Davis  
Assistant Fire Chief  
[cdavis@burlesontx.com](mailto:cdavis@burlesontx.com)  
817-426-9173



# Bound Tree Medical Supplies

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CITY COUNCIL PRESENTATION

JULY 10, 2023

# Purchasing Timeline & Supplies

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# EMS Supplies needed & why?

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- Burleson Fire/EMS needs to procure all necessary consumable supplies & equipment for the launch of the ambulance service, scheduled to commence operations on 10-1-2023.
- Includes supplies such as medications, bandages, IV fluids, diagnostic equipment, and emergency airway tubes.
- All necessary items need to be purchased, secured, and stocked on the ambulances in preparation for an inspection by the Department of State Health Services (DSHS) to obtain the ambulance service license.
- Inspection is anticipated to take place in the middle to end of August.

# Procurement – Interlocal Agreement

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- The funding for this project has been allocated in the operating budget and has been accounted for in the EMS transport financial proforma.
- On 6-5-2023, the Council approved an interlocal agreement with the City of Midlothian for cooperative purchasing.
- The agreement allows the utilization of an existing procurement arrangement between the City of Midlothian and Bound Tree Medical, LLC for EMS supplies.
- Agreement allows Burleson Fire/EMS to purchase EMS supplies from Bound Tree Medical, LLC.
- The total amount for the equipment purchase is approximately \$90,000. (\$60,000 initial supply cost plus an additional \$30,000 for annual equipment resupply.)

## Available funding source

- FY 22/23 EMS budget provides funding to purchase EMS equipment for the ambulances.





# Council Action Requested

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## Approve

- Staff recommends approval of the purchase of necessary Medical Supplies from Bound Tree Medical, LLC
- In an amount not to exceed \$90,000



# Questions Comments

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**PURCHASING AGREEMENT WITH  
THE CITY OF BURLESON, TEXAS**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF BURLESON, TEXAS**, a Texas home-rule municipality (the “CITY”) and **BOUND TREE MEDICAL, LLC**, (the “VENDOR”).

**WHEREAS**, pursuant to Chapter 791 of the Texas Government Code, the CITY has the legal authority to utilize a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

**WHEREAS**, the CITY requires the services of a VENDOR that can provide manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit “A,” attached hereto and made a part herein by reference, (the “SERVICES”); and

**WHEREAS**, the CITY entered into an Interlocal Agreement with the **CITY OF MIDLOTHIAN TEXAS**, a home-rule municipality, under CSO#5118-06-2023 on June 13, 2023; and

**WHEREAS**, the VENDOR has previously entered into a Contract dated June 16, 2020, with the CITY OF MIDLOTHIAN, TEXAS in response to the CITY OF MIDLOTHIAN, TEXAS Invitation to Bid, Bid# 2020-28 EMS Fire Dept. Medical Supplies (the “CONTRACT”). A copy of the CONTRACT, Bid No. 2020-28 EMS Fire Dept. Medical Supplies, VENDOR’S Response, and amendments to the Contract are attached hereto as Exhibit “A”; and

**WHEREAS**, the CITY desires to utilize the above referenced CONTRACT between the VENDOR and THE CITY OF MIDLOTHIAN, TEXAS for SERVICES, and the VENDOR consents to the aforesaid utilization.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. VENDOR affirms and ratifies the terms and conditions of the above referenced CONTRACT and agrees to perform the services set forth therein for the CITY in accordance with the terms of the CONTRACT.
3. The CITY agrees to utilize the SERVICES of the VENDOR in the manner and upon the terms and conditions as set forth in the CONTRACT.
4. This Agreement shall be effective on the date it is fully executed by the CITY and the VENDOR and shall terminate upon completion of the Services, unless sooner terminated as provided in the CONTRACT.

5. Except as otherwise stated herein, the terms and conditions of the CONTRACT shall form the basis of this Agreement with the CITY having the rights, duties and obligations of the CITY OF MIDLOTHIAN, TEXAS thereunder. The CONTRACT is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the CONTRACT, then the terms, conditions and provisions of this Agreement shall control.
6. The terms and conditions of the CONTRACT are modified, amended or supplemented as follows:

- a. Section 11.4 entitled “Governing Law” shall be amended to read as follows:

“11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Johnson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.”

- b. Section 11.8 entitled “Notice” shall be amended to read as follows:

“11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

**SUPPLIER:** Bound Tree Medical, LLC  
Attn: President, Emergency Preparedness  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016

**CITY:** City Manager  
City of Burleson, Texas  
141 West Renfro  
Burleson, TX 76028

With a copy to: Fire Chief  
City of Burleson, Texas  
828 SW Alsbury Blvd  
Burleson, TX 76028”

- c. Section 11.16 shall be added to read as follows:

“11.16 Not Exclusive. Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity to purchase the same or similar products and services as provided under this Agreement.”

d. Section 11.17 shall be added to read as follows:

“11.17 Mandatory Statutory Provisions. Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- (a) Pursuant to Section 2271.002 of the Texas Government Code, Supplier 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. Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- (b) Pursuant to SB 13, 87th Texas Legislature, Supplier 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. Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- (c) Pursuant to SB 19, 87th Texas Legislature, Supplier 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. Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- (d) Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Supplier certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- (e) By executing this Agreement, Supplier and each person signing on behalf of Supplier certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.”

7. This Agreement, with all exhibits, includes the entire agreement of the City and the Vendor and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**CITY OF BURLESON, TEXAS**

**BOUND TREE MEDICAL, LLC**

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

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

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

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



# Bound Tree

**CITY OF MIDLOTHIAN**

**EMS MEDICAL SUPPLIES**

BID NO. 2020-28

DUE – NOVEMBER 20, 2020 11:00AM



November 18, 2020

City of Midlothian  
Purchasing Department  
104 West Ave. E  
Midlothian, TX, 76065

Dear Cheryl Allison,

Bound Tree Medical is pleased to offer the attached proposal for the City of Midlothian EMS Medical Supplies Bid. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

- Proposal Information & Pricing
- BTM Item Numbers & Descriptions
- BTM Pharmaceutical Advantage/ VAWD Certification
- BTM Price Increase Policy
- Disaster Program Information
- BTM University
- References
- Customer Service
- Distribution Center Information
- Return Policy
- Warranty Information
- Online Ordering Capabilities
- Sample COI
- W-9

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

**Greg Wolf, LP**  
Account Manager  
817.658.4168  
[Greg.Wolf@boundtree.com](mailto:Greg.Wolf@boundtree.com)

**Addie Shough**  
Pricing Analyst, Bids & Contracts  
800.533.0523 x 5352  
[Addie.Shough@boundtree.com](mailto:Addie.Shough@boundtree.com)



**Purchasing Division**

*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #2, November 13, 2020  
BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

- A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.


**2. REMINDER AS STATED IN RFP**

- A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
- B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:    AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature   
Name Brian LaDuke  
Title President, Emergency Preparedness  
Tel. No. 800.533.0523



Purchasing Division

*Cheryl Allison*  
*Purchasing Agent*

**ADDENDUM #1, November 13, 2020**  
**BID NO. 2020-28**

<b>EMS FIRE DEPT. MEDICAL SUPPLIES</b>
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**1. ATTACHMENT**

- A. Usage Spreadsheet
- B. Revised List of Items for RFP Spreadsheet

**2. CLARIFICATION**

- A. Will you consider price adjustments after the 1st 12 months with documentation, during this time many of the manufacturers we are working with will not guarantee two-year pricing, and in fact are now changing pricing within less than a year. It has just become almost impossible to predict, so checking if this could be a consideration during these uncertain times. These terms should be outlined on page 2 item #19 of the bid.
- B. Also, during this time everyone is working remotely. Your bid requires signatures of our VP, will you allow an electronic signature? Yes
- C. Do you anticipate extending the bid due date? Not at this time.
- D. Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com/free](http://www.mygovwatch.com/free)? No
- E. Other than your own website, where was this bid posted? The Midlothian News Mirror
- F. Could the City provide estimated annual usage/quantities for the items being requested in the bid? Attached is our usage report. This information is based on usage for Midlothian only and does not include usage by additional Cities which might utilize the cooperative agreement.
- G. If there are bid terms and conditions Vendor may not be able to agree to, will the City allow Vendor to include clarifications or exceptions as part of its bid submission? Clarifications and/or exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.
- H. If there are insurance requirements that Vendor may not be able to agree to, will the City consider exceptions to insurance terms and conditions? Insurance exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.
- I. Could you clarify the meaning of the last sentence in Section 7 on Page 8 (Conditions of Bidding, Escalation/De-Escalation)? "Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction." Vendor requests for price adjustments

will be evaluated based on cost increases and cost reductions in supplies that the vendor may have experienced.

- J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.
- K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. For this RFP, P2 is the only required signature page.
- L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.
- M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? Electronic/Scanned Signature is fine.
- N. Need manufacturer item numbers for the items below marked as No Substitutions  
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
The only information we have been given is  
64594050 AeroEclipse Face Mask 58-65750 ea.
- O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
This is male and not subject to a particular brand.
- P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.
- Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. No Substitutions was a typo. It says to the side or equivalent on the main line.
- R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. This can be substituted with the 6in.

- S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? No part number available: Contact # for Fire Wipes at: (844) 947-3483
- T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.
- U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.
- V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? 5000 units
- W. Line number 403: Certi Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?  
 For Certi-Dose line 403 see below.  
 Due to the nature of this product, orders must be made through:  
**Concordance Healthcare Solutions Purchasing**  
[www.concordancehealthcare.com](http://www.concordancehealthcare.com)  
 Item: 278950  
 Call 800-473-2332 to set up an account if you are not a current Concordance customer.  
**Cardinal Health Purchasing**  
[www.orderexpress.cardinalhealth.com](http://www.orderexpress.cardinalhealth.com)  
 Item: 5513643  
 Call 800-926-3161 to set up an account if you are not a current Cardinal customer.  
**Bound Tree Purchasing**  
[www.boundtree.com](http://www.boundtree.com)  
 Item: 0001-05  
 Email [contactcustomerservice@boundtree.com](mailto:contactcustomerservice@boundtree.com) to set up an account if you are not a current Boundtree customer.  
**McKesson Pharmaceutical**  
[www.connect.mckesson.com](http://www.connect.mckesson.com)  
 NDC # 71754-0001-05  
 Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.
- X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.  
 Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature   
 Name Brian LaDuke  
 Title President, Emergency Preparedness  
 Tel. No. 800.533.0523



**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2020-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us](http://www.midlothian.tx.us)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

**Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.**

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Thursday, November 12, 2020 at 11:00 AM.

PUBLISHED: 10-29-20  
11-05-20



**BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES**  
**BID NUMBER: 2020-28**      **PRE-BID MEETING: N/A**  
**BID OPENING DATE:**

**Wednesday, November 18, 2020 @ 11:00 AM**  
**LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT INCLUDE TAXES IN YOUR BID.** BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

**Bidder Must Fill In & Sign**

Name of Firm, Company

Bound Tree Medical, LLC

Agent's Name

Brian LaDuke

Agent's Title

President, Emergency Preparedness

Mailing Address

5000 Tuttle Crossing Blvd

City

Dublin

State

Ohio

Zip

43016

Telephone

800.533.0523

Fax No.

877.311.2437

Email address:

submitbids@boundtree.com

  
**AUTHORIZED SIGNATURE**

- All participating cities will provide a list of authorized persons and authorized delivery destinations.

The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

	YES	NO
(1) Ability to order from a template over the internet?	<u>x</u>	<u>      </u>
(2) Secure on-line ordering?	<u>x</u>	<u>      </u>
(3) Vendors web site offers real-time indicators of product availability.	<u>x</u>	<u>      </u>
(4) Local sales representation within 100 miles?	<u>x</u>	<u>      </u>
(5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine?	<u>x</u>	<u>      </u>
(6) Sales representative is able to provide training for products offered?	<u>x</u>	<u>      </u>
(7) Sales representative must be available for routine visits?	<u>x</u>	<u>      </u>
(8) Ability to requisition to a central purchaser via internet?	<u>x</u>	<u>      </u>
(9) Ability to track product usage and cost for each requisitioning agency?	<u>x</u>	<u>      </u>
(10) Ability to ship to multiple delivery destinations?	<u>x</u>	<u>      </u>
(11) Ability to deliver within 48 hours with no additional charges?	<u>x</u>	<u>      </u>
(12) Ability to track up to 24 months of purchase history (monthly)?	<u>x</u>	<u>      </u>
(13) Can additional cities purchase "off" this contract?	<u>x</u>	<u>      </u>
(14) Ability to produce quarterly consumption reports?	<u>x</u>	<u>      </u>
(15) Local warehouse (within 50 miles of Midlothian)?	<u>x</u>	<u>      </u>
(16) Ability to pick up ordered supplies at a regional warehouse?	<u>x</u>	<u>      </u>
(17) Multiple distribution centers through the country?	<u>x</u>	<u>      </u>
(18) Please include your RUSH Order policy in your bid.	<u>Included in response</u>	<u>      </u>
(19) Escalation/De-Escalation price consideration would be requested on a <u>manufacturer</u> basis only.		

**Winning Vendor:** Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon between the City of Midlothian and the winning vendor.

**BID SHEETS FOUND FOLLOWING SCOPE OF WORK**

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq. Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or other person engaged in such line of business."

## TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, **"EXCEPTIONS TO BIDDER'S PROPOSAL,"** must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

**EMS FIRE DEPT.**  
**MEDICAL SUPPLIES**  
**BID NUMBER: 2020-28**

**SPECIFICATIONS (MINIMUM):**

**SCOPE:** The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

**REQUIREMENTS:** Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

**QUANTITIES:** Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

**ACCEPTANCE AND NONCONFORMING STANDARDS:** All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

**EVALUATION CRITERIA:** Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

**AUDIT:** Supplier shall provide the City of Midlothian a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

**NON-FUNDING CLAUSE:** The City of Midlothian's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**TERM OF CONTRACT AND OPTION TO EXTEND:** The contract shall be for an initial term of two (2) years beginning upon City Council approval or the assigned effective date. Three (1), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

**CONTRACT TERMINATION:** The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

**INSURANCE AND BONDS:** The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of

specifications shall be made on the basis of this statement.

**ETHICS ACKNOWLEDGEMENT**

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

**ASSIGNMENT:** The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**CERTIFICATE OF INTERESTED PARTIES:** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Midlothian purchases, a vendor that is awarded a contract or purchase that is greater than \$50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**BID DELIVERY:** The City of Midlothian Purchasing Department shall accept sealed bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2020-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2020-28 CONDITONS OF BIDDING**

(Full compliance with the following conditions is necessary for consideration of this bid)

1. **Signature:** This bid must be signed by a company representative authorized to bind the offer contractually.
2. **Unit Prices and Extensions:** If there is a difference between unit price and their extension, the unit price will govern.
3. **Freight and Other Delivery Charges:** All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. **Acceptance:** The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. **Discount:** Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. **Payment:** net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. **Escalation/De-Escalation.** The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. *Price adjustments scheduled and allowed as agreed upon in RFP only. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.*
8. **Federal or State Taxes:** The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. **Guarantees and Warranties:** Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. **Delivery or Contract Completion Time:** Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

20. Trade Secrets, Confidential information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.
21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- a) Have adequate financial resources required, or the ability to obtain such resources as required;
  - b) Be able to comply with the required or proposed delivery schedule;
  - c) Have a satisfactory record of performance;
  - d) Have a satisfactory record of integrity and ethics;
  - e) Be otherwise qualified and eligible to receive an award.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changed made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject the entire bid.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

- 1.) Is your principle place of business in the State of Texas? YES \_\_\_\_\_ NO x
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
- a.) In which state is your principle place of business located? Ohio
- b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES \_\_\_\_\_ NO x
- c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.

35. **Termination for Default:** The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- a) Meet delivery schedules
- b) Perform in accordance with these specifications and/or
- c) Transfers, assigns or conveys any or all of its obligations or duties to another.
- d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
- e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

**Bidders who are able to provide the following services will be looked favorably upon.**

- 1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.  
Yes ☒ No ☐
- 2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCaplt) manufactured by the U-Select-It-Corporation or a comparable device?  
Yes ☒ No ☐
- 3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?  
Yes ☒ No ☐
- 4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?  
Yes ☒ No ☐
- 5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?  
Yes ☒ No ☐

Provide a copy of this program if available.

## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: Medstar Ambulance  
Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116  
Contact Person: Shaun Curtis, Logistics Manager  
Telephone: ( 817 ) 923-3700  
Email: scurtis@medstar911.org  
Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department  
Address: 2028 Williams Road, Columbus, Ohio 43207  
Contact Person: Rick Meadows  
Telephone: ( 614 ) 221-3132  
Email: \_\_\_\_\_  
Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS  
Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112  
Contact Person: Carl Flores, Director of Logistics  
Telephone: ( 504 ) 658-1552  
Email: cflores@cityofno.com  
Product Purchased by Reference: Supplies and pharmaceuticals

## SUPPLIER INFORMATION FORM

<b>COMPANY'S FULL BUSINESS NAME:</b>	Bound Tree Medical, LLC
<b>PHYSICAL ADDRESS:</b>	5000 Tuttle Crossing Blvd
	Dublin, Ohio 43016
<b>PHONE #:</b>	800.533.0523
<b>FAX #:</b>	877.311.2437
<b>CONTACT PERSON:</b>	Greg Wolf, Account Manager
<b>PHONE #:</b>	817.658.4168
<b>REMITTANCE ADDRESS:</b>	Bound Tree Medical, LLC
	23537 Network Place
	Chicago, IL 60673-1235
	1-800-533-0523
<b>PHONE #:</b>	800.533.0523
<b>FAX #:</b>	877.311.2437
<b>CONTACT PERSON:</b>	Addie Shough, Bids
<b>PHONE #:</b>	614.760.5352
<b>PAYMENT TERMS DISCOUNT:</b>	0 Net / 30
<b>COMPANY TAX ID#:</b>	31-1739487

**FOR MINORITY AND/OR WOMAN  
OWNED BUSINESS ENTERPRISES**  
(To be completed only if applicable)

\*Not Applicable

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin TX 78711-3047  
(512) 463-5872  
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB 24  
Arlington TX 76011  
(817) 640-0606  
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

**COMPANY NAME:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

INDICATE ALL THAT APPLY

\_\_\_\_\_ Minority Owned BusinessEnterprise

\_\_\_\_\_ Woman Owned BusinessEnterprise

**CITY OF MIDLOTHIAN  
PURCHASING DEPARTMENT**

\*Not Applicable

**NO BID NOTIFICATION**

BID TITLE: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

SUPPLIER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

The CITY OF MIDLOTHIAN is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

\_\_\_\_\_ Do not supply the requested product.

\_\_\_\_\_ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)

\_\_\_\_\_ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)

\_\_\_\_\_ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).

\_\_\_\_\_ Time frame for bidding was too short for my organization.

\_\_\_\_\_ Not awarded a previous contract by the City when you felt you were low bidder.

\_\_\_\_\_ Other \_\_\_\_\_

**Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.**

If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.

Item List for City of Midlothian

EMS Medical Supplies

Bid No. : 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling Unit
1	BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer	87-AF3140MBEA	AirFlow BVM, Infant, Mask, Reservoir O2 Bag, Pop-Off, Manometer, Exhalation Filter, Blow-By Tubing	VENTLAB CORPORATION	AF3140MB	\$ 9.50	1/EA
2	BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent	87-AF2100MBEA	AirFlow BVM, Pediatric, Mask, Reservoir O2 Bag, Manometer	VENTLAB CORPORATION	AF2100MB	\$ 12.50	1/EA
3	BVM, Airflow Manual Resuscitator, (Adult) Manometer, Exhalation Filter or equivalent	87-AF5140MBEA	AirFlow BVM, SM Adult, Mask, Reservoir O2 Bag, Exhalation Filter, Manometer	VENTLAB CORPORATION	AF5140MB	\$ 9.50	1/EA
4	BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK W/MANOMETER	2442-01701	SPUR II BVM, Adult, w/Bag Reservoir, Exp Filter, Manometer, Pressure Limiting Valve, MED Adult Mask	AMBU	523611017	\$ 12.25	1/EA
5	BVM, SPUR II, Child, w/child mask, bag reservoir, medi port, disp	2442-53213	Pediatric SPUR II BVM w/Toddler Mask (size 1 and size 2), Oxygen Reservoir Bag, Pressure Limiting Valve	AMBU	530213000	\$ 8.80	1/EA
6	BVM, SPUR II, infant, w/infant mask, bag reservoir, medi port, disp	065-540212000EA	SPUR II BVM, Infant, w/Bag Reservoir, Infant Mask	AMBU	540212000	\$ 8.58	1/EA
7	Curaplex Nebulizer w/Mask, Adult or equivalent	301-202EA	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing	CURAPLEX BY BOUND TREE	202	\$ 0.70	1/EA
8	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing	533-MS-25060EA	Total Non-Rebreather Elongated High Concentration Mask without Vent, 7ft Oxygen Tube, Reservoir Bag, Nose Clip, Check Valve, Elastic Strap, Adult	CURAPLEX BY BOUND TREE	BT-25060	\$ 0.70	1/EA
9	Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent	30051	Curaplex Partial Non Rebreather, Adult	CURAPLEX BY BOUND TREE	30051	\$ 0.70	1/EA
10	Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent	30053	Curaplex Partial Non Rebreather, Pediatric	CURAPLEX BY BOUND TREE	30053	\$ 0.70	1/EA
11	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, or equivalent	301-107EA	Oxygen Nasal Cannula, Conventional, Non-Flared Nasal Prongs, Clear, 7ft Tubing, Adult	CURAPLEX BY BOUND TREE	BT-24003	\$ 0.25	1/EA
12	Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent	533-MS-24101EA	Oxygen Nasal Cannula, Pediatric, Over-The-Ear Style, 7 foot Star Lumen Tubing	CURAPLEX BY BOUND TREE	BT-24101	\$ 0.25	1/EA
13	Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, 0-25 LPM, Black or equivalent	14288	Curaplex All Brass Regulator, Click-Style	CURAPLEX BY BOUND TREE	EMSREG8725-B2D-8TM	\$ 41.50	1/EA
14	Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent	36045	Curaplex CPR Mask with O2 Inlet	CURAPLEX BY BOUND TREE	36045	\$ 2.20	1/EA
15	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent	2113-10225	Endotracheal Tubes, Cuffed w/Stylet, 2.5mm	CURAPLEX BY BOUND TREE	2113-10225	\$ 1.42	1/EA
16	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent	2113-10230	Endotracheal Tubes, Cuffed w/Stylet, 3.0mm	CURAPLEX BY BOUND TREE	2113-10230	\$ 1.42	1/EA
17	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent	2113-10240	Endotracheal Tubes, Cuffed w/Stylet, 4.0mm	CURAPLEX BY BOUND TREE	2113-10240	\$ 1.42	1/EA
18	Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent	2113-10245	Endotracheal Tubes, Cuffed w/Stylet, 4.5mm	CURAPLEX BY BOUND TREE	2113-10245	\$ 1.42	1/EA
19	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent	2113-10250	Endotracheal Tubes, Cuffed w/Stylet, 5.0mm	CURAPLEX BY BOUND TREE	2113-10250	\$ 1.42	1/EA
20	Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent	2113-10255	Endotracheal Tubes, Cuffed w/Stylet, 5.5mm	CURAPLEX BY BOUND TREE	2113-10255	\$ 1.42	1/EA
21	Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent	2113-10260	Endotracheal Tubes, Cuffed w/Stylet, 6.0mm	CURAPLEX BY BOUND TREE	2113-10260	\$ 1.42	1/EA
22	Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent	2113-10265	Endotracheal Tubes, Cuffed w/Stylet, 6.5mm	CURAPLEX BY BOUND TREE	2113-10265	\$ 1.42	1/EA

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
24	Curaplex Select Endotracheal Tube with Stylette, 7.5mm, Cuffed or equivalent	2113-10275	Endotracheal Tubes, Cuffed w/Stylet, 7.5mm	CURAPLEX BY BOUND TREE	2113-10275	\$ 1.42	1/EA
25	Curaplex Select Endotracheal Tube with Stylette, 8.0mm, Cuffed or equivalent	2113-10280	Endotracheal Tubes, Cuffed w/Stylet, 8.0mm	CURAPLEX BY BOUND TREE	2113-10280	\$ 1.42	1/EA
26	Curaplex Select Endotracheal Tube with Stylette, 8.5mm, Cuffed or equivalent	2113-10285	Endotracheal Tubes, Cuffed w/Stylet, 8.5mm	CURAPLEX BY BOUND TREE	2113-10285	\$ 1.42	1/EA
27	Curaplex Select Endotracheal Tube with Stylette, 9.0mm, Cuffed or equivalent	2113-10290	Endotracheal Tubes, Cuffed w/Stylet, 9.0mm	CURAPLEX BY BOUND TREE	2113-10290	\$ 1.42	1/EA
28	Curaplex Select Greenline/D Laryngoscope Blade, MAC 2, Fiber Optic, Child, Disposable or equivalent	301-B3020EA	Curaplex Select Greenline/D Laryngoscope Blade, Fiber Optic, 100mm, Child, Mac 2	CURAPLEX BY BOUND TREE	B-3020	\$ 3.70	1/EA
29	Curaplex Select Greenline/D Laryngoscope Blade, MAC 3, Fiber Optic, MED Adult, Disposable or equivalent	301-B3030EA	Curaplex Select Greenline/D Laryngoscope Blade, Fiber Optic, 130mm, Adult MED, Mac 3	CURAPLEX BY BOUND TREE	B-3030	\$ 3.70	1/EA
30	Curaplex Select Greenline/D Laryngoscope Blade, MAC 4, Fiber Optic, MED Adult, Disposable or equivalent	301-B3040EA	Curaplex Select Greenline/D Laryngoscope Blade, Fiber Optic, 155mm, Adult LG, Mac 4	CURAPLEX BY BOUND TREE	B-3040	\$ 3.70	1/EA
31	Curaplex Select Greenline/D Laryngoscope Blade, MILLER 0, Fiber Optic, Neonate, Disposable or equivalent	301-B3100EA	Curaplex Select Greenline/D Laryngoscope Blade, Fiber Optic, 77mm, Neonate, Miller 0	CURAPLEX BY BOUND TREE	B-3100	\$ 3.70	1/EA
32	Curaplex Select Greenline/D Laryngoscope Blade, MILLER 1, Fiber Optic, Neonate, Disposable or equivalent	301-B3110EA	Curaplex Select Greenline/D Laryngoscope Blade, Fiber Optic, 102mm, Infant, Miller 1	CURAPLEX BY BOUND TREE	B-3110	\$ 3.70	1/EA
33	Curaplex Select Greenline/D Laryngoscope Blade, MILLER 2, Fiber Optic, Neonate, Disposable or equivalent	301-B3120EA	Curaplex Select Greenline/D Laryngoscope Blade, Fiber Optic, 153mm, Child, Miller 2	CURAPLEX BY BOUND TREE	B-3120	\$ 3.70	1/EA
34	Curaplex Select Greenline/D Laryngoscope Blade, MILLER 3, Fiber Optic, Neonate, Disposable or equivalent	301-B3130EA	Curaplex Select Greenline/D Laryngoscope Blade, Fiber Optic, 195mm, Adult MED, Miller 3	CURAPLEX BY BOUND TREE	B-3130	\$ 3.70	1/EA
35	Curaplex Select Greenline/D Laryngoscope Blade, MILLER 4, Fiber Optic, Neonate, Disposable or equivalent	301-B3140EA	Curaplex Select Greenline/D Laryngoscope Blade, Fiber Optic, 205mm, LG Adult, Miller 4	CURAPLEX BY BOUND TREE	B-3140	\$ 3.70	1/EA
36	Curaplex Select Greenline/D Chrome Plated Fiber Optic Handle (Medium) or equivalent	792-5-0236-09	Curaplex Select Greenline/D Laryngoscope Handle, Fiber Optic, Chrome-Plated, 2 C Batteries, MED	CURAPLEX BY BOUND TREE	5-0236-09	\$ 49.70	1/EA
37	Curaplex Select Nasopharyngeal Airway, 22 Fr, 5.5mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18122	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 22 French	CURAPLEX BY BOUND TREE	2-0211-8122	\$ 2.12	1/EA
38	Curaplex Select Nasopharyngeal Airway, 24 Fr, 6.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18124	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 24 French	CURAPLEX BY BOUND TREE	2-0211-8124	\$ 2.12	1/EA
39	Curaplex Select Nasopharyngeal Airway, 26 Fr, 6.5mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18126	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 26 French	CURAPLEX BY BOUND TREE	2-0211-8126	\$ 2.12	1/EA
40	Curaplex Select Nasopharyngeal Airway, 28 Fr, 7.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18128	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 28 French	CURAPLEX BY BOUND TREE	2-0211-8128	\$ 2.12	1/EA
41	Curaplex Select Nasopharyngeal Airway, 30 Fr, 7.5mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18130	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 30 French	CURAPLEX BY BOUND TREE	2-0211-8130	\$ 2.12	1/EA
42	Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18132	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French	CURAPLEX BY BOUND TREE	2-0211-8132	\$ 2.12	1/EA

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling Unit
42	Airway	2021-18132	Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Sterile or equivalent	CURAPLEX BY BOUND TREE	2-0211-8132	\$ 2.12	1/EA
43	Airway	2021-18134	Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Sterile or equivalent	CURAPLEX BY BOUND TREE	2-0211-8134	\$ 2.12	1/EA
44	Airway	2021-18136	Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Sterile or equivalent	CURAPLEX BY BOUND TREE	2-0211-8136	\$ 2.12	1/EA
45	Airway	301-202EA	Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent	CURAPLEX BY BOUND TREE	202	\$ 0.80	1/EA
46	Airway	301-LED-020S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 2 or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-020S	\$ 6.98	1/EA
47	Airway	301-LED-030S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 3 or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-030S	\$ 6.98	1/EA
48	Airway	301-LED-040S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 4 or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-040S	\$ 6.98	1/EA
49	Airway	301-LED-000S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 0 or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-000S	\$ 6.98	1/EA
50	Airway	301-LED-101S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 1 or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-101S	\$ 6.98	1/EA
51	Airway	301-LED-102S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 2 or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-102S	\$ 6.98	1/EA
52	Airway	301-LED-103S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 3 or equivalent	TRI-ANIM HEALTH SERVICES	301-LED-103S	\$ 6.98	1/EA
53	Airway	2010-35040	Disposable Guedel Oral Airway, 40mm (Pink)	CURAPLEX BY BOUND TREE	12990	\$ 0.21	1/EA
54	Airway	2010-35050	Disposable Guedel Oral Airway, 50mm (Blue)	CURAPLEX BY BOUND TREE	13057MS	\$ 0.21	1/EA
55	Airway	2010-35060	Disposable Guedel Oral Airway, 60mm (Black)	CURAPLEX BY BOUND TREE	13058	\$ 0.21	1/EA
56	Airway	2010-35070	Disposable Guedel Oral Airway, 70mm (White)	CURAPLEX BY BOUND TREE	13059	\$ 0.21	1/EA
57	Airway	2010-35080	Disposable Guedel Oral Airway, 80mm (Green)	CURAPLEX BY BOUND TREE	13060	\$ 0.21	1/EA
58	Airway	2010-35090	Disposable Guedel Oral Airway, 90mm (Yellow)	CURAPLEX BY BOUND TREE	13061	\$ 0.21	1/EA
59	Airway	2010-35100	Disposable Guedel Oral Airway, 100mm (Red)	CURAPLEX BY BOUND TREE	13062	\$ 0.21	1/EA
60	Airway	2130-42560	Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD	LAERDAL MEDICAL CORP.	600-42500	\$ 3.60	1/EA
61	Airway	020400	Endotracheal Tube Holder, Thomas Select, Pediatric	LAERDAL MEDICAL CORP.	600-20000	\$ 2.75	1/EA
62	Airway	2120-17010	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP	SUN MED	9-0211-70	\$ 4.22	1/EA
63	Airway	9-01212-70	ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM	SUN MED	9-0212-70	\$ 4.22	1/EA
64	Airway	020631	FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM	PRECISION MEDICAL	8MFA1005	\$ 33.76	1/EA
65	Airway	313-4602EA	GO-PAP with BiTrac ED - Adult Medium	PULMODYNE	313-4602EA	\$ 39.50	1/EA

Item List for City of Midlothian  
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Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling LOM
66	Airway	GO-PAP with Bitrac ED- Adult Large	313-4603EA	GO-PAP with Bitrac ED- Adult LG	PULMODYNE	313-4603	\$ 39.50 1/EA
67	Airway	GO-PAP with Bitrac ED with Neb - Adult Medium	313-4602NEA	GO-PAP with Bitrac ED with Neb - Adult MED	PULMODYNE	313-4602N	\$ 39.50 1/EA
68	Airway	GO-PAP with Bitrac ED with Neb- Adult Large	313-4603NEA	GO-PAP with Bitrac ED with Neb - Adult LG	PULMODYNE	313-4603N	\$ 39.50 1/EA
69	Airway	I-gel Supraglottic Airway Neonate size 1	2114-08201	I-Gel Supraglottic Airway, Size 1 (for Neonates), 5-11 lbs	INTERSURGICAL	8201000	\$ 14.55 1/EA
70	Airway	I-gel O2 Supraglottic Airway, Pediatric Size 2	2114-08202	I-Gel Supraglottic Airway, Size 2 (for Small Pediatrics), 22-55 lbs	INTERSURGICAL	8202000	\$ 14.55 1/EA
71	Airway	I-gel O2 Resus Pack, SM Adult, incl size 3 I-gel O2, Lube, Strap, for Pts 30-60 kg	2114-87301	I-gel O2 Resus Pack incl size 3 I-gel O2, Lube, Strap, for Pts 30-60 kg, SM Adult	INTERSURGICAL	8703030	\$ 24.70 1/EA
72	Airway	I-gel O2 Resus Pack, MED Adult, incl size 4 I-gel O2, Lube, Strap, for Pts 50-90 kg	2114-87302	I-gel O2 Resus Pack incl size 4 I-gel O2, Lube, Strap, for Pts 50-90 kg, MED Adult	INTERSURGICAL	8704030	\$ 24.70 1/EA
73	Airway	I-gel O2 Resus Pack, LG Adult, incl size 5 I-gel O2, Lube, Strap, for Pts 90 plus kg	2114-87303	I-gel O2 Resus Pack incl size 5 I-gel O2, Lube, Strap, for Pts 90 plus kg, LG Adult	INTERSURGICAL	8705030	\$ 24.70 1/EA
74	Airway	Nebulizer Mask, SM, Disposable, Knitted latex free Head Strap, for use with AeroEclipse (BAN)	58-65750EA	AeroEclipse Mask, Disposable, Knitted Head Strap, SM	MONAGHAN	65750	\$ 1.44 1/EA
75	Airway	Nebulizer, AeroEclipse II BAN, w/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing	58-64594050EA	AeroEclipse II BAN Nebulizer, w/Mouthpiece and Supply Tubing	MONAGHAN	64594050	\$ 5.72 1/EA
76	Airway	Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing	64594050	AeroEclipse II BAN Nebulizer, w/Mouthpiece, Supply Tubing and 22mm Elbow Adapter	MONAGHAN	65050E	\$ 6.50 1/EA
77	Airway	O2 MAX BITRAC ED FULL FACE MASK AND HEAD STRAP, ADULT LARGE	313-7555EA	O2-MAX Fixed Flow 3-SET CPAP, Bitrac ED Mask, Adult LG CPAP/Capnography Kit, O2 Max Neb Bitrac ED Mask, Adult MED, w/3-SET Valve, Ohmeda Connector, Fixed Flow and CO2 Sampling Line	PULMODYNE	313-7555X	\$ 37.70 1/EA
78	Airway	O2 MAX Bitrac ED Mask, w/ Neb, Adult LG, w/3-SET Valve, Ohmeda Connector, Fixed Flow 10ea/cs	677556-1	Curaplex by Bound Tree	CURAPLEX BY BOUND TREE	677556-1	\$ 51.00 1/EA
79	Airway	O2 MAX Bitrac ED Mask, w/ Neb, Adult MED, w/3-SET Valve, Ohmeda Connector, Fixed Flow	313-7556XN-1EA	O2-MAX Fixed 3-SET O2-CPAP, w/Integrated Neb, Bitrac ED Mask w/Ohmeda Quik-Connect, Adult MED	PULMODYNE	313-7556XN-1	\$ 41.55 1/EA
80	Airway	O2 MAX Bitrac ED Mask, w/ Neb, Adult MED, w/3-SET Valve, Ohmeda Connector, Fixed Flow 10ea/cs	313-7556XN-1EA	O2-MAX Fixed 3-SET O2-CPAP, w/Integrated Neb, Bitrac ED Mask w/Ohmeda Quik-Connect, Adult MED	PULMODYNE	313-7556XN-1	\$ 41.55 1/EA
81	Airway	O2 MAX Bitrac ED Mask/Head Strap, Adult LG, w/3-SET Valve, DISS Connect, Fixed Flow w/4 inch O2 Hose	677556	CPAP/Capnography Kit, O2 Max Bitrac ED Mask/Head Strap, Adult MED, w/3-SET Valve, DISS Connect, Fixed Flow w/4 in O2 Hose and CO2 Sampling Line	CURAPLEX BY BOUND TREE	677556	\$ 47.50 1/EA
82	Airway	O2 MAX Bitrac ED Mask/Head Strap, Adult MED, w/3-SET Valve, DISS Connect, Fixed Flow w/4 in O2 Hose	313-7556-1EA	O2-MAX Fixed Flow 3-SET CPAP, Bitrac ED Mask w/Ohmeda Quik-Connect, Adult MED	PULMODYNE	313-7556X-1	\$ 41.25 1/EA
83	Airway	Oxygen Regulator, CGA540, Nut and Nipple Inlet, 50 psi Preset with 90 degree Outlet, Contents Gauge	96-M1A-540-P	Oxygen Preset Regulator, CGA-540 Nut and Nipple Inlet w/Horizontal Outlet, DISS Outlet, 2inch Gauge	WESTERN ENTERPRISES	M1A-540-P	\$ 77.00 1/EA
84	Airway	Pressure Gauge Only, Oxygen, 2.0 in OD, Bottom Port, 1/4 NPT, 4000psi, Chrome	380002	Bottom Port Gauge, 2inch, 1/4inch NPT Male	WESTERN ENTERPRISES	MG-C2	\$ 17.19 1/EA
85	Airway	Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut	13-OH-116-9	Ohmeda Style Male Quick-Connect, Medical Air, DISS Demand Check Unit	BAY CORPORATION	QH-116-9	\$ 23.42 1/EA
86	Airway	Russell PneumoFix Decompression Needle, 12 ga	PDF112	Prometheus Medical Technologies, Ltd.	Prometheus Medical Technologies, Ltd.	PDF112	\$ 31.99 1/EA
87	Airway	STAT-O-SEAL CYLINDER GASKET BRASS WITH RUBBER CENTER	380038	Stat-O-Seal Cylinder Gasket, Brass With Rubber Center	ALLIED HEALTHCARE PRODUCTS INC	86060-8R	\$ 0.98 1/EA
88	Airway	UEScope 2 Blade Size D0	2146-03001	Single Use Blade Size D0 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3001	\$ 40.65 1/EA
89	Airway	UEScope 2 Blade Size D1	2146-03010	Single Use Blade Size D1 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3010	\$ 40.65 1/EA

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90	Airway UEScope 2 Blade Size D2	2146-03020	Single Use Blade Size D2 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3020	\$ 40.65	1/EA
91	Airway UEScope 2 Blade Size D3	2146-03030	Single Use Blade Size D3 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3030	\$ 40.65	1/EA
92	Airway UEScope 2 Blade Size D4	2146-03040	Single Use Blade Size D4 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3040	\$ 40.65	1/EA
93	Airway UEScope 2 VL460 Kit	2146-01200	UEScope 2 VL460 Starter Kit	UE MEDICAL DEVICES INC.	460-1200	\$ 1,600.00	1/EA
94	Airway Bandaging/Sp VixOne Small Volume Nebulizer or equivalent	A911203	VixOne Nebulizer w/Mouthpiece, Tee, Flex Hose, and 7 Foot Kink Resistant Tubing	WESTMED, INC.	0210	\$ 0.95	1/EA
95	Bandaging/Sp ABDOMINAL PADS STERILE 8 IN X 10 IN	1212-12111	Curaplex Abdominal Combine Dressing, Sterile, 8in x 10in	CURAPLEX BY BOUND TREE	1212-12111	\$ 3.40	20/BX
96	Bandaging/Sp BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX	150030	Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Small, 2.25inch x 3.0 yards	CARDINAL HEALTH	6720-	\$ 0.75	1/EA
97	Bandaging/Sp Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs	16353	Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile	CURAPLEX BY BOUND TREE	STORM-GZM00150	\$ 0.78	1/EA
98	Bandaging/Sp Board splint, padded, 3x18 in long, orange vinyl cover	660012	Splint, Padded Board, 3inch x 15inch, Orange Vinyl Cover	DMS	60015	\$ 2.45	1/EA
99	Bandaging/Sp Board splint, padded, 3x36in long, orange vinyl cover	660013	Splint, Padded Board, 3inch x 36inch, Orange Vinyl Cover	DMS	60036M	\$ 4.15	1/EA
100	Bandaging/Sp Board splint, padded, 3x54in long, orange vinyl cover	660014	Splint, Padded Board, 3inch x 54inch, Orange Vinyl Cover	DMS	60054M	\$ 5.55	1/EA
101	Bandaging/Sp Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System	1880-13022	Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black	NORTH AMERICAN RESCUE PRODUCTS	30-0001	\$ 24.70	1/EA
102	Bandaging/Sp Cohesive Elastic Bandage 2in (Blue)	1121-36571	Curaplex Cohesive Elastic Bandage, 2in, Blue	CURAPLEX BY BOUND TREE	1121-36571	\$ 16.55	36/BX
103	Bandaging/Sp Cohesive Elastic Bandage 3in (Blue)	1121-36572	Curaplex Cohesive Elastic Bandage, 3in, Blue	CURAPLEX BY BOUND TREE	1121-36572	\$ 15.90	24/BX
104	Bandaging/Sp Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent	1121-36559	Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3in, 12in/box 8bg/cs	CURAPLEX BY BOUND TREE	1121-36559	\$ 0.80	12/BG
105	Bandaging/Sp CONT SHARPS SHAFT 6.37"x1.22" TRANSPORTABLE CLEAR or equivalent	64250	Curaplex Sharps Solo	CURAPLEX BY BOUND TREE	BT-64250	\$ 1.25	1/EA
106	Bandaging/Sp Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent	1330-86100	Curaplex Sterile Alcohol Prep Pads, Large	CURAPLEX BY BOUND TREE	1330-86100	\$ 1.60	100/BX
107	Bandaging/Sp Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent	1330-85300	Curaplex Sterile Alcohol Prep Pad, Medium	CURAPLEX BY BOUND TREE	1330-85300	\$ 1.52	200/BX
108	Bandaging/Sp Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylene or equivalent	16685	Curaplex Backboard Strap, Side Release Buckle, 2 Piece w/ Loop Lock, Polypropylene, Blue, 5 feet	CURAPLEX BY BOUND TREE	BB STRAP BLUE (ND) DO NOT CUT	\$ 2.15	1/EA
109	Bandaging/Sp Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent	1121-36572	Curaplex Cohesive Elastic Bandage, 3in, Blue	CURAPLEX BY BOUND TREE	1121-36572	\$ 16.45	24/BX
110	Bandaging/Sp Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent	17100MS	Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue	CURAPLEX BY BOUND TREE	17100MS	\$ 3.50	1/EA
111	Bandaging/Sp Curaplex Fluff Bandage Roll 4.5"x4.1yds, 6ply, Sterile, 100rl/cs	1121-36645	Curaplex Fluff Bandage Roll, 6ply, Sterile, 4.5" by 4.1yd	CURAPLEX BY BOUND TREE	1121-36645	\$ 0.60	1/RL
112	Bandaging/Sp Curaplex Head Immobilizer, Adult, incl Head and Chin Straps, 20ea/cs	3141-91010	Curaplex Instant Head Immobilizer, Adult	CURAPLEX BY BOUND TREE	BT-91010	\$ 3.12	1/EA
113	Bandaging/Sp Curaplex Hot Pack - Small - 5in x 5in or equivalent	1432-56000	Curaplex Hot Pack, Small	CURAPLEX BY BOUND TREE	HS050	\$ 0.22	1/EA
114	Bandaging/Sp Curaplex Stop the Bleed, Basic Kit Vacuum Sealed	8600-STB001B	Curaplex Stop the Bleed&reg;, Basic Kit	CURAPLEX BY BOUND TREE	8600-STB001B	\$ 39.50	1/EA

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Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling LOM
115	Bandaging/Sp linting Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK or equivalent	1215-22195	Curaplex TOCS: Tactical Occlusive Chest Seal, Non-Vented	CURAPLEX BY BOUND TREE	1215-22195	\$ 8.95	2/PK
116	Bandaging/Sp linting Triangular Bandage, Muslin 40 in x 40 in x 56 in or equivalent	1124-32400	Curaplex&reg; Triangular Bandage, Muslin, 40in x 40in x 56in	CURAPLEX BY BOUND TREE	1124-32400	\$ 2.85	12/PK
117	Bandaging/Sp linting Extrication Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings	3151-03161	Curaplex Extrication Collar, Single Use, Adjustable, 8 Settings, Adult	CURAPLEX BY BOUND TREE	472003000	\$ 3.90	1/EA
118	Bandaging/Sp linting Extrication Collar, Ambu Perfit ACE, Child, Adjustable	3151-03163	Curaplex Extrication Collar, Single Use, Adjustable, 6 Settings, Mini	CURAPLEX BY BOUND TREE	472004000	\$ 3.90	1/EA
119	Bandaging/Sp linting FastSplint Vacuum Large (EMS Econo-Vac) Wrist/Ankle Only	562011	EMS ECONO-VAC Vacuum Splint, Wrist/Ankle Splint	OTHER MANUFACTURER	82-E2010	\$ 19.80	1/EA
120	Bandaging/Sp linting FastSplint Vacuum Medium (EMS Econo-Vac) Arm only	562015	EMS ECONO-VAC Vacuum Splint, Arm Only Splint	OTHER MANUFACTURER	82-E2014	\$ 21.88	1/EA
121	Bandaging/Sp linting FastSplint Vacuum Small (EMS Econo-Vac) Leg Only	562025	EMS ECONO-VAC Vacuum Splint, Leg Only Splint	OTHER MANUFACTURER	82-E2024	\$ 34.32	1/EA
122	Bandaging/Sp linting Flex-All splint, orange, bendable foam and aluminum splint, 4 in. x 36 in. rolled or equivalent	533-MS-SPLINT	Flex-All Splint, Bendable Foam and Aluminum, Orange, 36inch x 4inch, Rolled	MEDSOURCE INTERNATIONAL	MS-SPLINT	\$ 5.15	1/EA
123	Bandaging/Sp linting GAUZE SPONGE STERILE 12 PLY 4 IN X 4 IN 2/PK 25PK/TR	1212-12102	Curaplex Sterile Gauze Pad, Woven, 12-ply, 4in x 4in	CURAPLEX BY BOUND TREE	1212-12102	\$ 4.80	100/BX
124	Bandaging/Sp linting Gauze sponge, basic economy, 4 in x 4 in, 8 ply, non-sterile, 200/bg 20bg/cs	1212-12105	Curaplex Non-Sterile Gauze Sponge, Woven, 12-ply, 4in x 4in	CURAPLEX BY BOUND TREE	1212-12105	\$ 3.65	200/BG
125	Bandaging/Sp linting Head Immobilizer Rolled (Adult)	3141-91010	Curaplex Instant Head Immobilizer, Adult	CURAPLEX BY BOUND TREE	BT-91010	\$ 3.03	1/EA
126	Bandaging/Sp linting Head Immobilizer Rolled (Child)	3141-91012	Curaplex Instant Head Immobilizer, Child	CURAPLEX BY BOUND TREE	BT-91012	\$ 3.03	1/EA
127	Bandaging/Sp linting Halo Vent 2PK 200PK/CS (1 vented and 1 non vented in PK) or equivalent	1215-12161	*SEE NOTES* Halo Seal 2PK 200PK/CS	MEDICAL DEVICES, INC.	1216-10000	\$ 13.42	2/PK
128	Bandaging/Sp linting HyFin Vent Chest Seal (Twin Pack)	NAR10-0037	HyFin Vent Chest Seal, Twin Pack	NORTH AMERICAN RESCUE PRODUCTS	10-0037	\$ 13.70	2/PK
129	Bandaging/Sp linting Instant COLD COMPRESS 6x8 1/4 (24)	1431-66000	Curaplex Cold Pack, Medium, 6.69in x 6.69in	CURAPLEX BY BOUND TREE	C6767	\$ 0.27	1/EA
130	Bandaging/Sp linting Instant Cold Pack Compress, Large 7in x 7.5in	1431-77000	*Limited Quantity* Curaplex Cold Pack, Large, 7in x 7.5in	CURAPLEX BY BOUND TREE	C7075	\$ 0.31	1/EA
131	Bandaging/Sp linting Israeli Emergency Bandage, Green 4in	J2704	Israeli Compression Emergency Bandage, 4inch W, Olive Drab	PerSys Medical	FCP-01	\$ 6.00	1/EA
132	Bandaging/Sp linting Israeli Emergency Bandage, Green 6in	J2700	Israeli Compression Emergency Bandage, 6inch W, Olive Drab	PerSys Medical	FCP-02	\$ 6.31	1/EA
133	Bandaging/Sp linting Israeli Emergency Bandage, Green 8in	1212-09006	Israeli Emergency Bandage, Abdominal Pad, 12 x 12inch, Military Pad, 8inch W, Olive	PerSys Medical	FCP-09	\$ 11.65	1/EA
134	Bandaging/Sp linting Paramedic Shears, Blue, 5.5 in	68001	Paramedic Shears, 5.5, Blue	CURAPLEX BY BOUND TREE	182 BLUE	\$ 0.77	1/PR
135	Bandaging/Sp linting Paramedic Shears, Neon Green, 7.5 in	2811-05528	Curaplex EMS Shears, 7.25in, Green	CURAPLEX BY BOUND TREE	2811-05528	\$ 0.75	1/EA
136	Bandaging/Sp linting Paramedic Shears, Pink, 7.5 in	2811-05529	Curaplex EMS Shears, 7.25in, Pink	CURAPLEX BY BOUND TREE	2811-05529	\$ 0.75	1/EA
137	Bandaging/Sp linting Paramedic Shears, Purple, 7.5 in	2811-05531	Curaplex EMS Shears, 7.25in, Purple	CURAPLEX BY BOUND TREE	2811-05531	\$ 0.75	1/EA
138	Bandaging/Sp linting Paramedic Shears, Red, 5.5 in	68006	Paramedic Shears, 5.5, Red	CURAPLEX BY BOUND TREE	182 RED	\$ 0.75	1/PR
139	Bandaging/Sp linting Paramedic Shears, Red, 7.5 in	2811-05526	Curaplex EMS Shears, 7.25in, Red	CURAPLEX BY BOUND TREE	2811-05526	\$ 0.75	1/EA

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140	Bandaging/Sp Paramedic Shears, Yellow, 5.5 in	68008	Paramedic Shears, 5.5, Yellow	CURAPLEX BY BOUND TREE	182-YELLOW	\$ 0.75	1/PR
141	Bandaging/Sp Pediatric/Infant Immobilization Board	36111	Curaplex Padi Board, w/ Case	CURAPLEX BY BOUND TREE	STORM-PIBS	\$ 85.00	1/EA
142	Bandaging/Sp Perfit Ace Extrication Collar Adult	260281	Perfit ACE Adjustable Collar, Adult	AMBU	000281000	\$ 3.20	1/EA
143	Bandaging/Sp Perfit Ace Extrication Collar pediatric	260280	Perfit Mini ACE Adjustable Collar, Pediatric	AMBU	000281106	\$ 3.20	1/EA
144	Bandaging/Sp QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin	1214-00572	QuikClot Bleeding Control Dressing, Roll (3 IN x 4 Feet)	Z-MEDICA LLC	572	\$ 18.55	1/EA
145	Bandaging/Sp SAM Pelvic Sling II	665566	SAM Pelvic Sling II, Standard, 32-50inch Hip	SAM MEDICAL	PS301-OB-EN	\$ 62.55	1/EA
146	Bandaging/Sp SWAT-TOURNIQUET, TACTICAL BLACK	G1092	SWAT-Tourniquet, Tactical Black	H & H MEDICAL CORPORATION	SWAT-T BLK-CA	\$ 8.55	1/EA
147	Bandaging/Sp TAPE ADHESIVE CLOTH 1 IN X 10 YARDS	1110-14007	Curaplex&reg; Cloth Tape, 1 In X 10 Yds	CURAPLEX BY BOUND TREE	1841-14007	\$ 7.90	12/BX
148	Bandaging/Sp TAPE ADHESIVE CLOTH 3 IN X 10 YARDS	1110-14009	Curaplex&reg; Cloth Tape, 3 In X 10 Yds	CURAPLEX BY BOUND TREE	1841-14009	\$ 7.90	4/BX
149	Bandaging/Sp VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT	MT90001	Air Transport Vacuum Spine Board Set, 8 Handles w/Ribs incl Case, Pump and Pelvic Strap, 6ft	CURAPLEX BY BOUND TREE	MT90001	\$ 857.50	1/EA
150	Bandaging/Sp Vacuum Splint, EVAC-U-SPLINT, Large Extremity	560103	Evac-U-Splint Vacuum Extremity Splint (splint only), LG	HARTWELL MEDICAL LLC	EV 103	\$ 140.50	1/EA
151	Bandaging/Sp Vacuum Splint, EVAC-U-SPLINT, Medium Extremity	560102	Evac-U-Splint Vacuum Extremity Splint (splint only), MED	HARTWELL MEDICAL LLC	EV 102	\$ 99.90	1/EA
152	Bandaging/Sp Vacuum Splint, EVAC-U-SPLINT, Small Extremity	560101	Evac-U-Splint Vacuum Extremity Splint (splint only), SM	HARTWELL MEDICAL LLC	EV 101	\$ 75.00	1/EA
153	Control/Clean BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	290116	Biohazard Waste Bag, 1.2 mil, Red w/Black Print, 23inch x 23inch, 7-10gal	MEDEGEN MEDICAL PRODUCTS	F116	\$ 0.09	1/EA
154	Control/Clean Cleaning agent that will kill COVID 19 (Spray bottle)	1061-82830	Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle	ESSENDANT	30828	\$ 6.90	1/EA
155	Control/Clean Cleaning agent that will kill COVID 19 (wipes cannister)	1061-100	CaviWipes Surface Disinfectant Wipes, 6inch x 6 3/4inch	METREX RESEARCH CORPORATION	13-1100	\$ 9.25	160/TB
156	Control/Clean Clorox Healthcare Hydrogen Peroxide Wipes Tub 95	1061-82403	Clorox Hydrogen Peroxide Disinfectant Wipes, 6.75inch x 9inch	ESSENDANT	CLO30824	\$ 47.77	6/CS
157	Control/Clean Disinfectant Cleaner Spray Bottle, 32oz	1061-82830	Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle	ESSENDANT	30828	\$ 7.55	1/EA
158	Control/Clean CONT SHARPS SHAFT 6.37"x1.22" TRANSPORTABLE CLEAR or equivalent	64250	Curaplex Sharps Solo	CURAPLEX BY BOUND TREE	BT-64250	\$ 1.79	1/EA
159	Control/Clean Curaplex Infection Control Kit, Latex Free, incl Gloves, Gown, Mask w/Shield, Alcohol Wipe, BioBag or equivalent	670202-KIT	Curaplex PPE Kit- Basic+ Faceshield	CURAPLEX BY BOUND TREE	670202-KIT	\$ 9.55	1/EA
160	Control/Clean GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810	R3127	Sanizide Plus Disinfectant/Deodorizer, Spray Bottle, 32oz	SAFETEC	34810	\$ 8.15	1/EA

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Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
161	Infection Control/Clean Gloves, ApexPro LC 100, 2XL, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 90/bx 10bx/c	1015-11205	APEXPro LC 100 Exam Gloves, Nitrile, Powder Free, White Exterior, Black Interior, 12inch, 2XL	ANSELL HEALTHCARE PRODUCTS LLC	AP12-5	\$ 17.75	90/BX
162	Infection Control/Clean Gloves, ApexPro LC 100, LG, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 100/bx 10bx/c	1015-11203	APEXPro LC 100 Exam Gloves, Nitrile, Powder Free, White Exterior, Black Interior, 12inch, LG	ANSELL HEALTHCARE PRODUCTS LLC	AP12-3	\$ 17.75	100/BX
163	Infection Control/Clean Gloves, ApexPro LC 100, MED, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 100/bx 10bx/c	1015-11202	APEXPro LC 100 Exam Gloves, Nitrile, Powder Free, White Exterior, Black Interior, 12inch, MED	ANSELL HEALTHCARE PRODUCTS LLC	AP12-2	\$ 17.75	100/BX
164	Infection Control/Clean Gloves, ApexPro LC 100, SM, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 90/bx 10bx/c	1015-11201	APEXPro LC 100 Exam Gloves, Nitrile, Powder Free, White Exterior, Black Interior, 12inch, SM	ANSELL HEALTHCARE PRODUCTS LLC	AP12-1	\$ 17.75	100/BX
165	Infection Control/Clean Gloves, ApexPro LC 100, XL, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 100/bx 10bx/c	1015-11204	APEXPro LC 100 Exam Gloves, Nitrile, Powder Free, White Exterior, Black Interior, 12inch, XL	ANSELL HEALTHCARE PRODUCTS LLC	AP12-4	\$ 17.75	100/BX
166	Infection Control/Clean Gloves, Supreno EC, 3XL, Nitrile, Powder Free, Extended Cuff, 50 Box	290330	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, 3XL	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-3XL	\$ 8.70	50/BX
167	Infection Control/Clean Gloves, Supreno EC, LG, Nitrile, Powder Free, Extended Cuff, 50 Box	290327	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, LG	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-L	\$ 8.70	50/BX
168	Infection Control/Clean Gloves, Supreno EC, MED, Nitrile, Powder Free, Extended Cuff, 50 Box	290326	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, MED	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-M	\$ 8.70	50/BX
169	Infection Control/Clean Gloves, Supreno EC, SM, Nitrile, Powder Free, Extended Cuff, 50 Box	290325	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, SM	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-S	\$ 8.70	50/BX
170	Infection Control/Clean Gloves, Supreno EC, XL, Nitrile, Powder Free, Extended Cuff, 50 Box	290328	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, XL	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-XL	\$ 8.70	50/BX
171	Infection Control/Clean Gloves, Supreno EC, XS, Nitrile, Powder Free, Extended Cuff, 50 Box	290324	Gloves, Supreno EC, XS, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-XS	\$ 8.70	50/BX
172	Infection Control/Clean Gloves, Supreno EC, 2XL, Nitrile, Powder Free, Extended Cuff, 50 Box	290328	Microflex Supreno EC Gloves, Nitrile, Powder Free, Textured, Extended Cuff, 11.6inch, XL	ANSELL HEALTHCARE PRODUCTS LLC	SEC-375-XL	\$ 8.70	50/BX
173	Infection Control/Clean HAND CLEANSER FOAMING ALCOHOL BASED 9 OZ 24/C5 ALCARE PLUS or equivalent	209936	Alcare Plus, Foamed Alcohol Degreaser, 9oz	Steris / Debmed / Alcare	639936	\$ 5.79	1/EA
174	Infection Control/Clean Hand sanitizer waterless, A.B.H.C., citrus scent, 4 oz bottle with aloe	768-18350EA	(a.b.h.c.) Instant Hand Sanitizer, Citrus Scent, Squeeze Bottle, 4oz	SAFETEC	*TEMP DC 18350	\$ 1.75	1/EA
175	Infection Control/Clean Hand sanitizer waterless, A.B.H.C., fresh scent, 4 oz Bottle with aloe,	R3119	(a.b.h.c.) Instant Hand Sanitizer, Fresh Scent, Squeeze Bottle, 4oz	SAFETEC	17350	\$ 1.75	1/EA
176	Infection Control/Clean Hydrogen Peroxide, Topical Solution, 16 oz Bottle,	25711	Hydrogen Peroxide, Topical Solution, 16 oz Bottle	MEDIQUE PRODUCTS	25711	\$ 0.99	1/EA
177	Infection Control/Clean Isolation kit, incl impermeable gown, gloves, biohazard bag, mask w/shield, shoe covers, cab, disp	56-6300	Isolation Kit, Disposable, Complete	MORRISON MEDICAL PRODUCTS	6300	\$ 8.87	1/EA

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178	Infection Control/Clean Microdot Bleach Wipes	CS600-12	*MFG B/O * WIPES BLEACH MICRODOT (160/TUB)	Cambridge Sensors USA, LLC	600-12	\$ 10.22	160/TB
179	Infection Control/Clean Multi-Purpose Collection Bag with Hook	1071-17367	Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS	CURAPLEX BY BOUND TREE	1071-17367	\$ 8.75	12/PK
180	Infection Control/Clean Particulate Respirator, N95 Mask, Large Size	1513	N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, LG	MOLDEX-METRIC, INC.	1513	\$ 21.99	20/BX
181	Infection Control/Clean Particulate Respirator, N95 Mask, Technol. Regular Size 35/bx 6bx/cs	8618	FLUIDSHIELD N95 Particulate Filter Respirator and Surgical Mask, w/Headband, Orange, Safety Seal Regular	O&M Halvard, Inc.	46767	\$ 0.74	1/EA
182	Infection Control/Clean Particulate Respirator, N95 Mask, XL Size	1031-46827	FluidShield, N95 Respirator, Small Size, 35/BX, 6BX/CS	O&M Halvard, Inc.	46827	\$ 109.99	35/BX
183	Infection Control/Clean Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx	1063-20763	FireWipes, Personal Wipes, for Soot Removal, 8in x 12in, Textured, Disposable	Firewipes	FW0207CA	\$ 10.10	12/BX
184	Infection Control/Clean SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent	660274	Kimberly Clark V20 Safety Glasses, Clear Anti-Fog Lens	MED PLUS SERVICES USA	25654	\$ 1.95	1/PR
185	Infection Control/Clean SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111	400012	Medicut Scalpel, Sterile, Disposable, Size 11	DYNAREX CORPORATION	4111	\$ 0.45	1/EA
186	Infection Control/Clean SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X 10.75 IN 20/CS	1860-08708	Curaplex Sharps Container, Mailbox/Rotating Lid, 10.5in x 3.5in x 10.5in, 5.4 Quart	CURAPLEX BY BOUND TREE	1860-08708	\$ 3.37	1/EA
187	Infection Control/Clean SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS	1860-08706	Curaplex Sharps Container, Flat, 10in L x 7in W x 6.75in H, 4 Quart	CURAPLEX BY BOUND TREE	1860-08706	\$ 3.35	1/EA
188	Infection Control/Clean SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN	1860-08702	Curaplex Sharps Container, Flip, 3.5in L x 3.5in W x 7in H, 1 Quart	CURAPLEX BY BOUND TREE	1860-08702	\$ 1.15	1/EA
189	Infection Control/Clean SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)	295502	*NON-RETURNABLE* SLEEVE COVERS YELLOW 18 IN 100PAIR/CS	SAFETY TODAY	002501-YPE	\$ 1.47	1/PR
190	Infection Control/Clean SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING	1033-15311	Spit Sock Hood, to Prevent Spitting	STEARNS WEAR	SPIT SOCK WHITE	\$ 3.10	1/EA
191	IV Supplies and Needles Curaplex Dart w/vial adapter kit	670212-KIT	Curaplex Dart w/ Vial Adapter Kit (3CC Syringe)	CURAPLEX BY BOUND TREE	670212-KIT	\$ 7.55	1/EA
192	IV Supplies and Needles CATHETER INTRAVENOUS (IV) 16 ga x 1 1/4 IN 50/BX	353062	Protectiv Plus IV Catheters, 16ga x 1 1/4inch	SMITHS MEDICAL ASD, INC.	306201	\$ 1.54	1/EA
193	IV Supplies and Needles CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS	353065	Protectiv Plus IV Catheters, 18ga x 1 1/4inch	SMITHS MEDICAL ASD, INC.	306501	\$ 1.54	1/EA
194	IV Supplies and Needles CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS	353067	Protectiv Plus IV Catheters, 20ga x 1inch	SMITHS MEDICAL ASD, INC.	306701	\$ 1.54	1/EA

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Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling LOM
195	IV Supplies and Needles CATHETER INTRAVENOUS (IV) 22 GAUGE X 1 IN 50/BX PROTECTIV PLUS	353060	Protectiv Plus IV Catheters, 22ga x 1inch	SMITHS MEDICAL ASD, INC.	306001	\$ 1.54	1/EA
196	IV Supplies and Needles CATHETER INTRAVENOUS (IV) 24 GAUGE X 0.75 IN 50/BX PROTECTIV PLUS	353063	Protectiv Plus IV Catheters, 24ga x 3/4inch	SMITHS MEDICAL ASD, INC.	306301	\$ 1.54	1/EA
197	IV Supplies and Needles CATHETER INTRAVENOUS (IV) LATEX FREE 20 GAUGE X 1.25 IN 50/BX 200/CS PROTECTIV	353067	Protectiv Plus IV Catheters, 20ga x 1inch Curaplex IV Admin Set, 10 Drop, 83in, Pre-Pierced Y-Site, Sure-Lok Needle-Free Y-Site, Rotating Male Luer Lock	SMITHS MEDICAL ASD, INC.	306701	\$ 1.54	1/EA
198	IV Supplies and Needles Curaplex IV Admin St, 10 Drp, 83in, Pre-Prd Y-Site, 5rLk Ndle-Free Y St, Rotat Male LL or equivalent	1712-10830	Curaplex IV Admin Set, 10 Drop, 83in, Pre-Pierced Y-Site, Sure-Lok Needle-Free Y-Site, Rotating Male Luer Lock	CURAPLEX BY BOUND TREE	108306-CUR	\$ 0.98	1/EA
199	IV Supplies and Needles Curaplex IV Catheter, ClearSafe Comfort, 16 ga x 1 1/4 in, Safety or equivalent	1612-84220	ClearSafe Comfort Safety IV Catheter 16ga x 1.25in	CURAPLEX BY BOUND TREE	MS-84216	\$ 1.42	1/EA
200	IV Supplies and Needles Curaplex IV Catheter, ClearSafe Comfort, 18 ga x 1 1/4 in, Safety or equivalent	1612-84230	ClearSafe Comfort Safety IV Catheter 18ga x 1.25in	CURAPLEX BY BOUND TREE	MS-84218	\$ 1.42	1/EA
201	IV Supplies and Needles Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 1/4 in, Safety or equivalent	1612-84240	ClearSafe Comfort Safety IV Catheter 20ga x 1.25in	CURAPLEX BY BOUND TREE	MS-84220	\$ 1.42	1/EA
202	IV Supplies and Needles Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety or equivalent	1612-84250	ClearSafe Comfort Safety IV Catheter 22ga x 1in	CURAPLEX BY BOUND TREE	MS-84222	\$ 1.42	1/EA
203	IV Supplies and Needles Curaplex IV Catheter, ClearSafe Comfort, 24 ga x 3/4 in, Safety or equivalent	1612-84260	ClearSafe Comfort Safety IV Catheter 24ga x 0.75in	CURAPLEX BY BOUND TREE	MS-84224	\$ 1.42	1/EA
204	IV Supplies and Needles Curaplex IV Guard IV Dressing, Breathable Foam Dressing or equivalent	36002MS	Curaplex IV Guard IV Dressing, Breathable Foam Dressing	CURAPLEX BY BOUND TREE	36002MS	\$ 16.58	100/BX
205	IV Supplies and Needles Curaplex Pressure Infuser, Bag, 1000ml or equivalent	350310	Infu-Stat Disposable Pressure Infuser, 325mm/hg gauge, Disposable, 1000ml	CURAPLEX BY BOUND TREE	301-MTM310EA	\$ 6.78	1/EA
206	IV Supplies and Needles Ext Set, 6 in, w/1 Needleless Connector, Roberts Clamp, Luer Lock on Distal End	1714-83916	Ext Set w/1 Needleless Connector, Roberts Clamp, Luer Lock on Distal End, 6inch	MEDSOURCE INTERNATIONAL	MS-83091	\$ 0.96	1/EA
207	IV Supplies and Needles Filter Straw 5u Filter 1 3/4 flexible straw	354150	FILTER STRAW, 5 Micron Filter, 1 3/4inch Flexible Straw	B. BRAUN MEDICAL, INC	415021	\$ 0.45	1/EA
208	IV Supplies and Needles IV Admin Set, 10 Drop, 83 in, Needle Free Y site, 1 Luer Connector	1712-10830	Curaplex I.V. Admin Set, 10 Drop, 83in, Pre-Pierced Y-Site, Sure-Lok Needle-Free Y-Site, Rotating Male Luer Lock	CURAPLEX BY BOUND TREE	108306-CUR	\$ 0.88	1/EA
209	IV Supplies and Needles IV Admin Set, Pediatric 83 in, 60 Drop, 1 Y Site, 1 Valve	1712-60830	Curaplex IV Admin Set, 60Drp, 83in, PP Y-Site, Sure-Lok Ndle-Free Y-Site, Rotat Male LL 1/EA 50EA/CS	CURAPLEX BY BOUND TREE	608306-CUR	\$ 1.07	1/EA
210	IV Supplies and Needles IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile	600-10	Prefilled IV Flush Syringe, Sterile, 10ml Normal Saline, 12ml Syringe	AQUABILITI	2T0806	\$ 0.32	1/EA
211	IV Supplies and Needles IV Start Kit - IV Guard, Lock, Flush, 8in extension, alcohol prep, 2x2	670064-KIT	Curaplex IV Start Kit w/Tegaderm, 8 in Ext Set, 10ml Flush Syr, 2x2 Gauze, Alcohol Prep, LF Tourniquet, Tape	CURAPLEX BY BOUND TREE	670064-KIT	\$ 1.98	1/EA

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Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling LOM
212	IV Supplies and Needles Lancets, Unistatik 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple	2764-70728	Curaplex&reg; Safety Lancet, 28 Gauge, Orange	CURAPLEX BY BOUND TREE	5LL28G-2764-70728	\$ 6.25	100/BX
213	IV Supplies and Needles Lancets, Unistatik 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow	675-AT1002	Unistatik 3 Normal Safety Lancet, 1.8mm, 23ga, 100/Box	OWEN MUMFORD INC	AT 1002	\$ 17.25	100/BX
214	IV Supplies and Needles Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism	1641-76618	BD Eclipse Safety Needles, 18ga x 1 1/2inch	BECTON DICKINSON	305766	\$ 22.35	100/BX
215	IV Supplies and Needles Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism	62305916	Safety Glide Hypodermic Needle, 25ga x 1inch	Becton Dickinson	305916	\$ 0.40	1/EA
216	IV Supplies and Needles Syringe and Needle, 10cc, 21 ga x 1 1/2 inch	11297	Syringe with Needle, Luer-lock Tip, 3cc, 21ga x 1-1/2In, Deep Green Hub	EXEL INTERNATIONAL, INC.	26107	\$ 0.09	1/EA
217	IV Supplies and Needles Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch	11278	Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 25ga x 5/8in	EXEL INTERNATIONAL, INC.	26044	\$ 0.10	1/EA
218	IV Supplies and Needles Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch	30-26040BX	Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 27ga x 1/2in	EXEL INTERNATIONAL, INC.	26040	\$ 10.40	100/BX
219	IV Supplies and Needles Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle	625779	Syringe, Detachable Eclipse Needle, 21ga x 1inch, 3cc	BECTON DICKINSON	305779	\$ 0.26	1/EA
220	IV Supplies and Needles Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle	C012350	Safety Glide Hypodermic Needle, 22ga x 1 1/2inch	BECTON DICKINSON	305900	\$ 15.90	50/BX
221	IV Supplies and Needles SYRINGE ONLY LUER LOCK 30CC	1633-30430	Syringe Only, Luer Lock, 30cc	B. BRAUN MEDICAL, INC	4617304F-02	\$ 0.44	1/EA
222	IV Supplies and Needles SYRINGE ONLY LUER LOCK 60CC	620300	Syringe (Only), Luer Lock w/cap, 50-60cc	EXEL INTERNATIONAL, INC.	26300	\$ 16.12	25/BX
223	IV Supplies and Needles Syringe, Luer Lock, 30-35cc,	1633-29030	Syringe, Luer Lock w/Cap, 30-35cc	EXEL INTERNATIONAL, INC.	26290	\$ 0.42	1/EA
224	IV Supplies and Needles Tourniquet (non latex) individual rolled	1841-14000	Curaplex Tourniquet, Latex Free 3in x 18in, Rolled, Blue	CURAPLEX BY BOUND TREE	1841-14000	\$ 19.98	250/BG
225	IV Supplies and Needles VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK	353367	Interlink Vial Access Cannula, 15ga	BECTON DICKINSON	303367	\$ 0.35	1/EA
226	Lucas Supplies 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	2743-02011	4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	STRYKER	11111-000020	\$ 345.70	1/EA
227	Lucas Supplies 6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15	2743-02211	6-Wire Precordial Leads for a 12-Lead ECG Cable	STRYKER	11111-000022	\$ 131.25	1/EA
228	Lucas Supplies ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio-Control LP15 or equivalent	2745-10108	Curaplex&reg; ECG Chart Paper, Thermal, 108mm, red grid, for Physio-Control LP11, LP12, LP15	CURAPLEX BY BOUND TREE	LP12	\$ 1.40	1/RL

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229	ECG 12-LEAD SIMULATOR FOR PHYSIO LP-15 and Lucas Supplies	9851-001	CS1201 ECG Code Simulator, 12 Lead, Physio Control Quick Connect	SYMBIO CORP.	9851-001	\$ 657.00	1/EA
230	ECG 12 Lead Trunk Cable, 5ft L, 4 Wire Limb Leads (LP-15) Lucas Supplies	2743-01811	ECG Trunk Cable w/4 Wire Limb Leads, 12 Lead Capability, Rt Angle Connector, 5 ft	STRYKER	11111-000018	\$ 340.00	1/EA
231	Electrodes, BlueSensor R, Adult, Foam 4/PAK Lucas Supplies	230004	BlueSensor R Monitoring Electrode, Adult, Stud, Foam Backing, Wet Gel, 4/pk	AMBU	R-00-S/4	\$ 1.43	4/PAK
232	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PAK Lucas Supplies	230005	BlueSensor SP Monitoring Electrode, Midi, Stud, Foam Backing, Wet Gel, 10/pk	AMBU	SP-00-S/10	\$ 2.20	10/PAK
233	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 4/PAK Lucas Supplies	230008	BlueSensor SP Monitoring Electrode, MED, Adult, Pedi Stud, Foam Backing, Wet Gel, 4/pk	AMBU	SP-00-S/4	\$ 0.93	4/PAK
234	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult, Foam 50/pk Lucas Supplies	230500	BlueSensor SP Monitoring Electrode, Midi, Stud, Foam Backing, Wet Gel, 50/pk	AMBU	SP-00-S/50	\$ 9.98	50/PAK
235	FILTERLINE SET, NON HUMIDIFIED, INTUBATED, ADULT/PEDIATRIC Lucas Supplies	174620	Microstream Technology Smart CapnoLine FilterLine Set, CO2 Sampling Line, Adult/Pediatric	MEDTRONIC (covidien)	010579	\$ 6.90	1/EA
236	Filterline H Set Lucas Supplies	176324	Microstream Technology Smart CapnoLine FilterLine H Set CO2 Sampling Line, Disposable, Infant/Neonate	MEDTRONIC (covidien)	006324	\$ 12.63	1/EA
237	LIFEPAK 15 Basic Carry Case with right and left pouches Lucas Supplies	2748-00277	Standard Carrying Case, for the LifePak 15	STRYKER	11577-000002	\$ 297.50	1/EA
238	LIFEPAK 15 Carry case back pouch Lucas Supplies	2748-03960	Back Pouch, for LifePak 15 Defibrillator	STRYKER	11260-000039	\$ 77.00	1/EA
239	LIFEPAK 15 Carry case top pouch Lucas Supplies	230267	Top Pouch for LifePak 12 and LifePak 15 Case	STRYKER	11220-000028	\$ 56.25	1/EA
240	LIFEPAK 15 Shoulder Strap Lucas Supplies	2526-57701	Shoulder Strap, for LifePak 15 Defibrillator Case	STRYKER	11577-000001	\$ 35.83	1/EA
241	LUCAS Hard Shell Carrying Case Lucas Supplies	2530-81000	Lucas Hard Shell Carrying Case	STRYKER	11576-000094	\$ 424.50	1/EA
242	Lucas Patient Straps Lucas Supplies	4510-57650	Lucas 2 Patient Strap 1 pair	STRYKER	11576-000050	\$ 92.73	1/PR
243	LUCAS, Stabilization Strap for Lucas 1, 2, and 3 Lucas Supplies	4510-57651	Lucas 2 Patient Strap 3 pair/pack	STRYKER	11576-000051	\$ 245.45	3/PAK
244	LUCAS Suction Cups, for LUCAS 2 and 3 Disposable 3/pk Lucas Supplies	4510-04676	Lucas 2 Suction Cups, Disposable, 3/pack	STRYKER	11576-000046	\$ 125.90	3/PAK
245	LUCAS Lucas Supplies	4510-04676	Lucas 2 Suction Cups, Disposable, 3/pack	STRYKER	11576-000046	\$ 125.90	3/PAK

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Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
246	LP-15 and Lucas Supplies	4510-04676	Lucas 2 Suction Cups, Disposable, 3/pack	STRYKER	11576-000046	\$ 125.90	3/PK
247	LP-15 and Lucas Supplies	2743-02406	Masimo Rainbow RC-4 Compatible Cable for SpO2, 4 ft	MASIMO	2406	\$ 94.35	1/EA
248	LP-15 and Lucas Supplies	2712-04971	Masimo SET Rainbow Sensor, 3 ft, Reusable, Adult	STRYKER	11171-000049	\$ 557.75	1/EA
249	Lucas Supplies	2743-02069	Sensor, Rainbow Direct Connect, Pediatric, 3 Foot DCIP, SpO2, SpCO, SpMet (methemoglobin).	MASIMO	2069	\$ 779.00	1/EA
250	LP-15 and Lucas Supplies	2750-57711	Mobile Battery Charger, for the LifePak 15 LP15	STRYKER	11577-000011	\$ 1,889.47	1/EA
251	Lucas Supplies	16384	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult	CURAPLEX BY BOUND TREE	6600205H	\$ 15.55	1/PR
252	LP-15 and Lucas Supplies	16384	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult	CURAPLEX BY BOUND TREE	6600205H	\$ 15.55	1/PR
253	LP-15 and Lucas Supplies	2615-63501	UltraCheck BP Cuff, Adult Single Tube, Reusable, 26-35cm, HP Fitting	SPACELABS HEALTHCARE	US2635HP-05	\$ 13.28	1/EA
254	LP-15 and Lucas Supplies	2615-32003	UltraCheck BP Cuff, Child Single Tube, Reusable, 13-20cm, HP Fitting	SPACELABS HEALTHCARE	US1320HP-05	\$ 8.95	1/EA
255	LP-15 and Lucas Supplies	2615-81409	UltraCheck BP Cuff, Infant Single Tube, Reusable, 8-14cm, HP Fitting	SPACELABS HEALTHCARE	US0814HP-05	\$ 7.95	1/EA
256	LP-15 and Lucas Supplies	2615-24212	UltraCheck BP Cuff, LG Adult Single Tube, Reusable, 32-42cm, HP Fitting	SPACELABS HEALTHCARE	US3242HP-05	\$ 14.95	1/EA
257	LP-15 and Lucas Supplies	2615-82619	UltraCheck BP Cuff, SM Adult Single Tube, Reusable, 18-26cm, HP Fitting	SPACELABS HEALTHCARE	US1826HP-05	\$ 10.35	1/EA
258	LP-15 and Lucas Supplies	2613-28148	NIBP Hose, Bayonet Design, Coiled, 9 ft	STRYKER	21300-008148	\$ 82.25	1/EA
259	LP-15 and Lucas Supplies	2746-11541	REDI-CHARGE Battery Charger Base	STRYKER	11141-000115	\$ 1,389.90	1/EA
260	LP-15 and Lucas Supplies	2712-04126	Masimo SET LNCS Adtx Adhesive Sensor, Disposable, Adult, Greater than 30kg	MASIMO	1859	\$ 12.92	1/EA
261	LP-15 and Lucas Supplies	2712-03911	Masimo SET M-LNCS Adhesive Sensor, 18 inch, Adult	STRYKER	11171-000039	\$ 13.90	1/EA
262	LP-15 and Lucas Supplies	2712-41171	Masimo SET M-LNCS SpO2 Sensor, Adhesive, Disposable, Infant	STRYKER	11171-000041	\$ 18.18	1/EA

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	LP-15 and Lucas						
263	Sensors, Masimo SET M-LNCS, Pediatric, Adh, Disp, for use w/BC (Rainbow or SpO2 only) Pt Cable	2712-40171	Masimo SET M-LNCS Adhesive Sensor, 18 inch, Pediatric	STRYKER	11171-000040	\$ 14.78	1/EA
264	Sensor, Masimo M-LNCS Neonatal/Adult Single Use Adhesive SpO2 sensor	2712-51418	M-LNCS Adhesive Sensor, 18inch, Neonatal/Adult	MASIMO	2514	\$ 15.83	1/EA
265	Sensors, Masimo M-LNCS DB1 Adult Reusable Soft SpO2 sensor	2712-25071	Sensor, M-LNCS DB-1, Adult Reusable, 3 foot	MASIMO	2507	\$ 197.15	1/EA
266	Supplies LP-15 and Lucas	2712-25010	Masimo M-LNCS DCI Adult Reusable SpO2	MASIMO	2501	\$ 179.50	1/EA
267	Sensor, Masimo M-LNCS DCIP Pediatric Reusable SpO2 sensor	2712-25020	Masimo M-LNCS DCIP Reusable SpO2 Sensor, Pediatric/Slender Digit	MASIMO	2502	\$ 189.45	1/EA
268	Sensor, Masimo Rainbow DCI Adult Reusable Sensor	2712-26963	Masimo Rainbow DCI Reusable Sensor, 20-pin Connector, 3 ft, Adult	MASIMO	2696	\$ 675.90	1/EA
269	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100/BX	177268	Microstream Technology Smart CapnoLine CO2 Sampling Line, With O2 Tubing, Disposable, Adult/Intermediate	MEDTRONIC (covidien)	010210	\$ 8.88	1/EA
270	SMART CAPNOLINE, PEDIATRIC, NON INTUBATED, ORAL NASAL W/OXYGEN TUBING 25/BX	177669	Microstream Technology Smart CapnoLine CO2 Sampling Line with O2 Tubing, Disposable, Pediatric	MEDTRONIC (covidien) SAGENT	007269	\$ 10.70	1/EA
271	Adenosine 12mg Syringe	0301-68	Adenosine 12 mg, 4 ml Luer Lock Syringe	PHARMACEUTICALS, INC.	0301-68	\$ 265.50	10/BX
272	Adenosine 12MG vial	0651-04	Adenosine 12mg, 4ml Vial	OTHER MANUFACTURER	605104	\$ 106.80	10/BX
273	Adenosine 6mg Syringe	0301-67	Adenosine, 6mg, 2ml Locking Prefilled Syringe	SAGENT PHARMACEUTICALS, INC.	0301-67	\$ 175.25	10/BX
274	Adenosine 6mg Vial	0542-02	Adenosine 6mg, 2ml Vial	CARDINAL HEALTH-PHARMA	4331611	\$ 21.40	10/BX
275	ALBUTEROL 2.5MG, 0.83MG/ML, 3ML UNIT DOSE, INDIVIDUALLY WRAPPED 30/BX	379501	Albuterol, 2.5mg, 0.83mg/ml, 3ml Unit Dose, Individually Wrapped, 30/Box	PHARMACEUTICALS CORP	9501-01	\$ 5.48	30/BX
276	AMIODARONE 150MG 3ML VIAL	0616-03	Amiodarone, 150mg, 3ml Vial	OTHER MANUFACTURER	63323-0616-03	\$ 42.50	25/PK
277	Aspirin 81mg Chewable, Orange Flavor 36/Bottle	911316	Aspirin, 81 mg Chewable Tablets, Orange Flavor 36/bottle	GERI-CARE	911-316	\$ 0.74	36/BT
278	ATROPINE 1MG 10ML LIFESHIELD SYRINGE 1006A	374911	Atropine, 1mg, 10ml LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409491134	\$ 125.25	10/BX
279	ATROPINE 1MG 10ML LUER JET 1006B	371006	Atropine, 1mg, 10ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933391	\$ 107.75	10/PK
280	ATROPINE 1MG 10ML	371006	Atropine, 1mg, 10ml Luer Jet Prefilled Syringe	IMS LIMITED PFIZER INC.	7632933391	\$ 107.75	10/PK
281	CALCIUM CHLORIDE 1GM 10ML LIFESHIELD SYRINGE	371631	Calcium Chloride, 1gm, 10ml LifeShield Prefilled Syringe	(HOSPIRA)	0409492834	\$ 112.70	10/BX
282	CALCIUM CHLORIDE 1GM 10ML (IMS)	4928-01	Calcium Chloride 1GM 10ML Lifeshield Syringe	HF Acquisition CO, LL (HealthFirst)	1000100	\$ 15.22	1/EA

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283	Medications		CALCIUM CHLORIDE 1GM 10ML LUERJET	IMS LIMITED	7632933041	\$ 110.15	10/BX
284	Medications		Calcium Chloride 1gm, 10ml Luer Jet 1010B	IMS LIMITED CERTA DOSE - SPECIALTY PHARM SVC	7632933041	\$ 111.42	10/BX
285	Medications		Certa Dose Epinephrine Convenience Kit	PFIZER INC. (HOSPIRA)	CD-EPI-005	\$ 96.75	1/EA
286	Medications		DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C	IMS LIMITED	7632933011	\$ 152.70	10/PK
287	Medications		DEXTROSE 50% 25GM, 50ML LUER JET 1013B	B. BRAUN MEDICAL, INC	L5202	\$ 2.72	1/EA
288	Medications		Dextrose D10 250cc	Hikma Pharmaceuticals USA Inc	0641601310	\$ 35.15	10/BX
289	Medications		Diltiazem, 25mg, 5ml Vial *Refrigerate*	HF Acquisition CO, LL (HealthFirst)	1000200	\$ 4.35	1/EA
290	Medications		DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL	PFIZER INC. (HOSPIRA)	0409492134	\$ 61.15	10/BX
291	Medications		Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A	PFIZER INC. (HOSPIRA)	0409492134	\$ 61.15	10/BX
292	Medications		Epinephrine 1:10000, 1mg, 10ml	IMS LIMITED	7632933161	\$ 95.75	10/PK
293	Medications		Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B	CARDINAL HEALTH RX	995914	\$ 465.75	25/PK
294	Medications		Epinephrine 1:1000	PFIZER INC. (HOSPIRA)	0409909422	\$ 32.80	25/BX
295	Medications		Fentanyl 100mg/1ml vial	OTHER MANUFACTURER	63323-0593-03	\$ 147.50	1/EA
296	Medications		Glucagon 1mg, 1ml vial kit with 1ml Sterile Water	CARDINAL HEALTH- PHARMA	2858090	\$ 349.50	1/EA
297	Medications		Glucagon, 1mg Lily Red Kit	LIFE NUTRITION LLC	6379	\$ 3.55	3/PK
298	Medications		Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)	LIFE NUTRITION LLC	7637	\$ 3.55	3/PK
299	Medications		Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)	OTHER MANUFACTURER	437401 (25/PK)	\$ 187.70	25/PK
300	Medications		HALOPERIDOL 5MG 1ML VIAL	PFIZER INC. (HOSPIRA)	0409-2723-01	\$ 34.90	25/BX
301	Medications		Heparin 5000u/1ml vial	PFIZER INC. (HOSPIRA)	0409762003	\$ 74.75	18/CS
302	Medications		Heparin pre-mixed 250 or 500cc bag	NEPHRON PHARMACEUTICALS CORP	9801-01	\$ 5.90	30/BX
303	Medications		IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED	AQUABILI BAXTER HEALTHCARE	270806	\$ 0.33	1/EA
304	Medications		IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile	DMG	280162Q	\$ 5.52	1/EA
305	Medications		IV Solution, Dextrose 10% 250ml Bag 36es/cs Baxter				

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306	Medications IV Solution, Dextrose 10% 250ml Bag 36ea/cs Bbraun	7520-20	Dextrose, 10%, 250ml bag	B. BRAUN MEDICAL, INC	L5202	\$ 2.66	1/EA
307	Medications IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs E8000	7800-09	Sodium Chloride, 0.9%, 1000ml Bag	B. BRAUN MEDICAL, INC	L8000	\$ 2.40	1/EA
308	Medications IV Solution, Sodium Chloride 0.9% 1000ml Bag 14ea/cs	601324X	Sodium Chloride, 0.9%, 1000ml Bag	BAXTER HEALTHCARE DMG	2B1324X	\$ 4.12	1/EA
309	Medications IV Solution, Sodium Chloride 0.9% 250ml Bag 24ea/cs B8braun L8002	358002	Sodium Chloride, 0.9%, 250ml Bag	B. BRAUN MEDICAL, INC	L8002	\$ 2.50	1/EA
310	Medications IV Solution, Sodium Chloride 0.9% 250ml Bag 36ea/cs Baxter 2B1322Q	601322	Sodium Chloride, 0.9%, 250ml Bag	BAXTER HEALTHCARE DMG	2B1322Q	\$ 3.25	1/EA
311	Medications IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs B8braun L8001	358001	Sodium Chloride, 0.9%, 500ml Bag	B. BRAUN MEDICAL, INC	L8001	\$ 2.44	1/EA
312	Medications Ketamine 50mg/ml, 10ml Vial	0205310	Ketamine, Class III, 50mg / ml, 10ml Vial	Pfizer Inc. (HOSPIRA)	0409205310	\$ 41.70	10/BX
313	Medications LIDOCAINE 2% 100MG 5ML LUER JET 1026B or equivalent	373390	Lidocaine, 2%, 100mg, 5ml Luer Jet Prefilled Syringe	IMS LIMITED PFIZER INC. (HOSPIRA)	7632933901	\$ 61.70	10/PK
314	Medications Furosemide 40mg vial	6102-04	Furosemide, 40mg, 4ml Vial	PFIZER INC. (HOSPIRA)	0409610204	\$ 89.52	25/BX
315	Medications Furosemide 40mg syringe	0186063501	Furosemide, 40mg, 4ml Ansyr Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409963104	\$ 110.10	10/BX
316	Medications Magnesium Sulfate 50% 5gm, 10ml vial	064-11	Magnesium Sulfate 50% 5gm, 10ml vial	OTHER MANUFACTURER	064-11	\$ 54.35	25/BX
317	Medications Midazolam 10mg/2ml vial	371113	Midazolam, Class IV, 10mg, 2ml Vial	PFIZER INC. (HOSPIRA)	0409230802	\$ 14.50	10/BX
318	Medications Morphine 10mg/1ml vial	6127-25	Morphine, Class II, 10mg 1ml Vial 25/bx	Hikma Pharmaceuticals USA Inc	0641612725	\$ 65.25	25/BX
319	Medications Morphine 4mg/1ml carpuject	1891-01	Morphine, Class II, 4mg, 1ml Prefilled Carpuject, 10/Box (Requires Carpuject Holder #D250)	PFIZER INC. (HOSPIRA)	0409189101	\$ 22.50	10/BX
320	Medications NALOXONE 2MG 2ML LUER JET 1029B	373369	Naloxone, 2 mg, 2ml, Luer Jet Prefilled Syringe	IMS LIMITED	7632933691	\$ 320.00	10/CS
321	Medications Nitroglycerin 0.4mg Tabs 25 per bottle	0436-11	Nitroglycerin, 0.4mg Tabs	CARDINAL HEALTH-PHARMA	5267174	\$ 80.75	100/BX
322	Medications NitroMist 400 mcg Spray, 4.1 gm Bottle, 90 metered doses	0430-04	NitroMist 400 mcg Spray, 4.1 gm Bottle, 90 metered doses	McKesson C/O EVUS PHARMACEUTICALS	0430-04	\$ 133.00	1/EA
323	Medications Norepinephrine 4mg, 4ml Ampule (1mg/ml)	0162-10	Norepinephrine 4mg, 4ml Ampule	CARDINAL HEALTH-PHARMA	4594412	\$ 102.25	10/BX
324	Medications Ondansetron 4MG 2ML VIAL	4755-02	Ondansetron, 4mg, 2ml Vial	PFIZER INC. (HOSPIRA)	0409475503	\$ 12.55	25/BX
325	Medications Ondansetron 4mg Orally Disintegrating Tablet 3x10UD	0390-10	Ondansetron, Orally Disintegrating Tablet 3x10UD, 4mg	OTHER MANUFACTURER WEST-WARD	203901	\$ 4.70	30/BX
326	Medications PROMETHAZINE 25MG/ML 1ML AMP	3157-83	Promethazine, 25mg/ml, 1ml Ampule	PHARMACEUTICAL CORP.	263810	\$ 63.87	25/BX
327	Medications RACEMIC EPI 2.25% 0.5ML UNIT DOSE INDIVIDUALLY WRAPPED	375901	S-2 Racemic Epinephrine Solution, 2.25%, 0.5ml Vial, Individually Wrapped	CARDINAL HEALTH-PHARMA	3235652	\$ 1.88	1/EA
328	Medications Rocuronium 10mg/ml, 10ml vial *REFRIGERATE*	9558-10	Rocuronium, 10 mg/ml, 10 ml vial *Refrigeration Required*	PFIZER INC. (HOSPIRA)	0409955810	\$ 68.70	10/BX
329	Medications SODIUM BICARBONATE 7.5% 50ML LIFESHIELD SYRINGE 1033A	371634	Sodium Bicarbonate, 7.5%, 50ml Lifeshield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409491634	\$ 170.48	10/BX

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
330	Medications	376625	SODIUM BICARBONATE 8.4%	PFIZER INC. (HOSPIRA)	0409662502	\$ 280.00	25/BX
331	Medications	371035	Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B	IMS LIMITED	7632933521	\$ 147.12	10/PK
332	Medications	376637	SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A	PFIZER INC. (HOSPIRA)	0409663734	\$ 115.90	10/BX
333	Medications	0409-0047-22	Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivalent	PFIZER INC. (HOSPIRA)	0009-0047-22	\$ 242.35	25/BX
334	Medications	9746-10EA	Terbutaline 1mg, 1ml Vial	Hikma Pharmaceuticals USA	0143974610	\$ 47.55	10/BX
335	Medications	0166-41	Tranexamic Acid 100mg/ml, 10ml vial	CARDINAL HEALTH-PHARMA	5099510	\$ 117.50	10/BX
336	Medications	0931-44	Vecuronium 10mg/10ml vial	CARDINAL HEALTH-PHARMA	5058045	\$ 91.15	10/BX
337	SUCTION	533-MS-YK20EA	Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent	PHARMA	5058045	\$ 1.04	1/EA
338	SUCTION	2212-11200	Curaplex Disposable Suction Canister, 1200cc or equivalent	CURAPLEX BY BOUND TREE	BT-YK20	\$ 2.48	1/EA
339	SUCTION	2743-80422	Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK	TREE	484410	\$ 11.65	12/PK
340	SUCTION	1780020	LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL	LAERDAL MEDICAL	780422	\$ 887.85	1/EA
341	SUCTION	2212-11200	Medi-Vac Guardian Disposable Hard Suction Canister 1200ml	CURAPLEX BY BOUND TREE	78002001	\$ 2.48	1/EA
342	SUCTION	36090	Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	484410	\$ 0.12	1/EA
343	SUCTION	36091	Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36090	\$ 0.12	1/EA
344	SUCTION	36092	Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36091	\$ 0.12	1/EA
345	SUCTION	36093	Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36092	\$ 0.12	1/EA
346	SUCTION	36094	Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36093	\$ 0.12	1/EA
347	SUCTION	36095	Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36094	\$ 0.12	1/EA
348	SUCTION	36096	Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	CURAPLEX BY BOUND TREE	36095	\$ 0.12	1/EA
349	STRETCHER SUPPLIES	17100MS	Curaplex Blanket, Fleece 60x90 blue	CURAPLEX BY BOUND TREE	36096	\$ 0.12	1/EA
350	STRETCHER SUPPLIES	3271-63802	Curaplex Blanket, Polyester 40x80 gray	CURAPLEX BY BOUND TREE	17100MS	\$ 3.50	1/EA
351	STRETCHER SUPPLIES	3246-12345	Curaplex Patient Transporter 1200lb or greater capacity or equivalent	CURAPLEX BY BOUND TREE	3271-63802	\$ 30.99	10/CS
352	STRETCHER SUPPLIES	3271-62602	Curaplex XPS Fitted Stretcher Sheet, 36 x 90, Fluid Resist 30/cs or equivalent	CURAPLEX BY BOUND TREE	3246-12345	\$ 15.25	1/EA
353	STRETCHER SUPPLIES	206-089-7015EA	Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs	CURAPLEX BY BOUND TREE	3271-62602	\$ 45.50	30/CS
354	STRETCHER SUPPLIES	5060228K	Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends	CARE LINE INC.	089-7015	\$ 2.40	1/EA
				DMS	11152BK	\$ 8.39	1/EA

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling LOM
355	STRETCHER SUPPLIES RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/ DOUBLE D RING ADULT 1 IN X 60 IN	501110	Limb Restraints, Adult Wrist/Ankle, 2 D-rings, Adjustable, Disposable, Poly, White	DMS	501110M	\$ 3.70	1/PR
356	STRETCHER SUPPLIES Shoulder Harness Restraint System, Black, Nylon, Metal Push Button, Loop Ends	504171BK	Shoulder Harness Restraint System, Nylon, Adjustable, Black	DMS	111608K	\$ 29.90	1/EA
357	STRETCHER SUPPLIES Stretcher Sheet 30 x 72 Fluid Res	3271-60202	Curaplex Regular Cot, Elastic Ends, Poly Pro Sheet, Disposable, 72 X 30 IN, 65 GM, 50/CS	CURAPLEX BY BOUND TREE	BT-42602	\$ 31.50	50/CS
358	STRETCHER SUPPLIES UNIVERSAL PILLOW CASE 100/CS 21 X 30 WHITE	3271-44125	Curaplex Disposable Pillow Case	CURAPLEX BY BOUND TREE	3271-44125	\$ 17.25	100/CS
359	Various 3M Blade Assembly, Single-Use, Pivoting, Purple, for 3M 9661 Surgical Clippers	J2262	3M Single-use Pivoting Blade Assembly for Clipper 9661, Purple	3M	9660	\$ 3.70	1/EA
360	Various 3M Surgical Clipper Charger for use with Clippers 2744-96610	2744-96610	Surgical Clippers with Pivot Head Charging base sold separately-2744-96621	3M HEALTH CARE	9661L	\$ 59.00	1/EA
361	Various 3M Surgical Clippers with Pivot Head Charging base sold separately-2744-96621	2744-96621	Surgical Clipper Charger for use with Clippers 2744-96610	3M HEALTH CARE	9662L	\$ 54.50	1/EA
362	Various 5.11, Slingpack, UCR, Black	56298-015PAGK	Not Bidding On This Item	No Bid	No Bid	No Bid	No Bid
363	Various Ammonia Inhalant, Ampules 10/bx	900234	Ammonia Inhalants Ampules, 10/bx	HONEYWELL SAFETY PRODUCTS USA INC	020225	\$ 3.18	10/BX
364	Various Assure Prism Blood Glucose Meter	2761-53010	Assure Prism Multi Blood Glucose Meter	Arkray	530001	\$ -	1/EA
365	Various Assure Prism Multi 50/bx Blood Glucose Test Strips	2763-53050	Assure Prism Blood Glucose Test Strips	Arkray	530050	\$ 8.30	50/BX
366	Various BLOOD PRESSURE CUFF NAVY SIZE 11 ADULT 20/CS	36013	Curaplex Blood Pressure Cuff, Large Adult	CURAPLEX BY BOUND TREE	36013	\$ 5.35	1/EA
367	Various BP SYSTEM 5, CHILD, SM ADULT, ADULT, LG ADULT, THIGH, NAVY BLUE, LATEX FREE or equivalent	740LF	740 System 5 Cuff BP Kit, incl Palm Gauge, Child, SM Adult, Adult, LG Adult, Thigh Cuffs, Navy Blue	AMERICAN DIAGNOSTIC CORP.	740-N	\$ 94.85	1/EA
368	Various Bulb syringe, ear/ulcer, 3 oz, vinyl, sterile 50ea/cs	044-AS00502EA	AMSure Ear/Ulcer Bulb Syringe, Vinyl, Non-Sterile, 2oz	INTERNATIONAL INC	AS00502	\$ 0.25	1/EA
369	Various Case, Pelican 1550EMS, Orange with EMS organizer/dividers, ID: 18.4 L x 14.0 W x 7.6 in D	689-1550EMS	Pelican 1550EMS Case, 18.4inch x 14.00inch x 7.62inch, Orange w/EMS Organizer/Dividers	PELICAN PRODUCTS, INC.	1550-005-150	\$ 264.65	1/EA
370	Various Certa Dose PALS Syringe Holder Kit 1/KT 4KT/BX	3633-19004	Certa Dose PALS Syringe Holder Kit 1/KT 4KT/BX	CERTA DOSE - SPECIALTY PHARM SVC	CD-PALS-004	\$ 74.25	1/KT
371	Various Certa Dose Pediatric Measuring Tape	3710-16051	Pediatape, Pediatric Emergency Measuring Tape	OTHER MANUFACTURER	PED001	\$ 16.25	1/EA
372	Various Disposable Penlight 6/pk.	32762	Curaplex Disposable Pen Light, 6 pack	CURAPLEX BY BOUND TREE	CUR-PEL100	\$ 3.62	6/PK
373	Various G3 Airway Cell, Green, 12 in H x 6 in W x 6.5 in D	2523-03107	G3 Airway Cell, 12 in H x 6 in W x 6.5 in D, Green	STATPACKS, INC.	G31000GN	\$ 86.55	1/EA
374	Various G3 Backup, Blue, BBP Resistant, 25 in H x 18 in W x 8.5 in D	2522-00602	G3 Backup, Blue, BBP Resistant, 25 in H x 18 in W x 8.5 in D	STATPACKS, INC.	G35006BU	\$ 254.98	1/EA
375	Various G3 IV Cell, Blue, 12 in H x 6 in W x 3 in D	2524-03402	G3 IV Cell, 12 in H x 6 in W x 3 in D, Blue	STATPACKS, INC.	G31001BU	\$ 68.98	1/EA
376	Various G3 Medicine Cell, Red, 12 in H x 6 in W x 6.5 in D	2524-00318	G3 Medicine Cell, 12 in H x 6 in W x 6.5 in D, Red Trim	STATPACKS, INC.	G31003RE	\$ 87.98	1/EA
377	Various G3 Oxygen Module, Green, 1 in x 5 in x 16.5 in, Attaches to D or Jumbo D Cylinder	2522-33004	G3 M6 Oxygen Module Gray	STATPACKS, INC.	G33004GRPC	\$ 38.98	1/EA
378	Various G3 Responder, Red, 29 in H x 18 in W x 7 in D	2521-03507	G3 Responder, Green, 29 in H x 18 in W x 7 in D	STATPACKS, INC.	G35000GN	\$ 249.98	1/EA
379	Various G3 Universal Cell, Black	2530-03122	G3 Universal Cell, Black	STATPACKS, INC.	G31002BK	\$ 69.98	1/EA
380	Various Little Anne QCPR 4-pack Light Skin	3611-12451	Little Anne QCPR, Light Skin, 4-pack	LAERDAL MEDICAL CORP.	124-01050	\$ 747.00	1/EA
381	Various Little Anne QCPR 4-pk Dark Skin	3611-12450	Little Anne QCPR, Dark Skin, 4-pack	LAERDAL MEDICAL CORP.	124-03050	\$ 747.00	1/EA
382	Various Lubricating Jelly Individual wrapped	1340-27000	Curaplex Lubricating Jelly, Foil Packet 2.7g 144EA/BX 12BX/CS	CURAPLEX BY BOUND TREE	1340-27000	\$ 5.75	144/BX

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
383	Various	Lumify L12-4 System	Lumify L12-4 System	PHILIPS MEDICAL SYSTEMS HSG	FUS6882	\$ 5,119.00	1/EA
384	Various	Lumify S4-1 Bundle	Lumify S4-1 Bundle	PHILIPS MEDICAL SYSTEMS HSG	FUS6884	\$ 5,119.00	1/EA
385	Various	Lumify CS-2 Bundle	Lumify CS-2 Bundle	PHILIPS MEDICAL SYSTEMS HSG	FUS6881	\$ 5,119.00	1/EA
386	Various	MANIKIN FACE SHIELD 36/RL 6RL/CS	Manikin Face Shields, 36/roll	LAERDAL MEDICAL CORP.	15120103	\$ 10.96	36/RL
387	Various	OB Kit, poly bagged with scalpel	Curaplex OB Kit Poly Bagged With Scalpel	CURAPLEX BY BOUND TREE	444001	\$ 11.45	1/EA
388	Various	Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation	Diagnostix 804N Palm Style BP Replacement Gauge Only	AMERICAN DIAGNOSTIC CORP.	804N	\$ 35.00	1/EA
389	Various	Probe Covers for SureTemp Thermometers 690, Disposable	Probe Covers for SureTemp Thermometers, Disposable	WELCH ALLYN, INC.	05031-750	\$ 10.40	250/BX
390	Various	Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut	Hose, Compact Ohmeda Coupler 6" conductive DISS Female Hex Nut	PRECISION MEDICAL	HA-U1C4-00180	\$ 51.25	1/EA
391	Various	Ring Cutter	Curaplex Ring Cutter	CURAPLEX BY BOUND TREE	47-373	\$ 4.25	1/EA
392	Various	Ring Cutter, Replacement blades Magnum Medical Ring Cutter	Curaplex Ring Cutter Replacement Blades	CURAPLEX BY BOUND TREE	816	\$ 1.60	1/EA
393	Various	SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111	Medicut Scalpel, Sterile, Disposable, Size 11	DYNAREX CORPORATION	4111	\$ 0.45	1/EA
394	Various	Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pk	Single-Use Transport Bubble Bag, 4inch x 5 1/2inch	HEALTH CARE LOGISTICS	7618-10	\$ 21.70	100/PK
395	Various	Sterile Water for Irrigation, 250ml Plastic Pour Bottle	Sterile Water Irrigation Solution, 250ml Pour Bottle	BAXTER HEALTHCARE DMG	2F7112	\$ 2.77	1/EA
396	Various	Sterile Water for Irrigation, 500ml Plastic Pour Bottle	Sterile Water For Irrigation, 500ml Plastic Irrigation Container	B. BRAUN MEDICAL, INC	R5001-01	\$ 1.84	1/EA
397	Various	Stethoscope (Adscope-Lite 619 30 in length Red)	Adscope-Lite 619, Stethoscope, Black	AMERICAN DIAGNOSTIC CORP.	619BK	\$ 19.55	1/EA
398	Various	Stethoscope (disposable single head)	Stethoscope, Disposable, Yellow, Single Head, 32 in Overall Length 10/BX 10BX/CS	DUKAL CORP.	1115	\$ 10.70	10/BX
399	Various	Stop The Bleed Sticker Kit (10 Stickers/Kit)	Stop the Bleed Sticker Kit	CURAPLEX BY BOUND TREE	670156-KIT	\$ 25.65	10/EA



## THE PHARMACEUTICAL ADVANTAGE

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for EMS providers, supporting customers with EMS-experienced account managers, product specialists and customer service representatives.

In addition to a full line of EMS equipment and supplies, Bound Tree Medical also offers a full line of EMS pharmaceuticals and accessories, including Class II and Class IV drugs.

Bound Tree is known for leadership and professionalism within the industry. We protect our customers and uphold federal standards by complying with regulatory guidelines pertaining to pharmaceuticals. Because of our vast product offering and commitment to high quality service, Bound Tree is the leading choice to fulfill your pharmaceutical needs.



### VAWD Certified State and Nationally Licensed

Several of BoundTree's Distribution Centers have received VAWD (Verified - Accredited Wholesale Distributors) accreditation from the National Association of Boards of Pharmacy (NABP). VAWD accreditation is achieved after a criteria compliance review that includes a rigorous evaluation of operating policies and procedures, licensure verification, survey of facility and operations, background checks and screening through the NABP Clearinghouse. Our accreditation demonstrates that we are in compliance with state and federal laws and that our prescription drugs are distributed safely and securely.

For a complete listing of VAWD-Accredited Facilities, please visit:

[www.nabp.net/programs/accreditation/vawd/vawd-accredited-facilities](http://www.nabp.net/programs/accreditation/vawd/vawd-accredited-facilities)



### Compliant with DSCSA Requirements

Under the Drug Supply Chain Security Act (DSCSA), entities in the supply chain including manufacturers, wholesale distributors, and dispensers have responsibilities to meet the requirements of the DSCSA. As of May 1, 2015 all wholesalers are required by law, under the DSCSA, to provide transaction information, transaction history and transaction statements for the pharmaceuticals that they supply.

BoundTree is compliant with these FDA standards which helps improve patient protection by preventing the distribution of substandard or ineffective drugs and while providing our customers with the product and transaction information they need to be in compliance with the FDA standards.

Under the DSCSA you are responsible for knowing that your prescription drug wholesale distributor is an authorized trading partner who holds a valid state or federal license. BoundTree Medical is licensed federally and in all 50 states. Purchasing from a licensed and VAWD accredited distributor like BoundTree Medical makes great strides to ensure none of your purchases will ever be counterfeit, contaminated, improperly stored and transported, ineffective, and/or unsafe.

Wholesaler Distributor licenses can be searched online:

[www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm](http://www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm)



### Controlled Substance Ordering System (CSOS)

Class II Controlled Substances can be ordered through our secure electronic Controlled Substances Ordering System (CSOS) without the supporting paper DEA Form 222! The DEA's CSOS program is the only allowance for electronic ordering of Class II controlled substances. To participate in CSOS, the DEA registrant must first acquire a CSOS digital certificate from the DEA. Once the certificate is received, Class II orders can be placed through our secured website: [e222.boundtree.com](http://e222.boundtree.com)

For more information about CSOS please visit: [www.deaecom.gov](http://www.deaecom.gov)

*Bound Tree will continue to accept paper 222 forms for those who wish to utilize that method for ordering.*

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medical

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BoundTree Medical is committed to compliance with these federal and state regulations for the benefit of our customers, their communities and their patients. These efforts protect our customers by helping to ensure that they are also compliant with federal and state regulations and practicing safe and effective patient care. With BoundTree Medical, EMS providers know that they will receive pharmaceuticals through a secure and reliable distribution process.



11/18/2020

City of Midlothian

RE: Price Increase Policy

To Whom It May Concern:

As you are well aware, the COVID-19 pandemic has had a considerable impact on the global supply chain of emergency medical products, leading to limited access of personal protective equipment ("PPE") and other crucial supplies for the EMS market. While the supply chain looks to be improving in some areas, Bound Tree is still experiencing extended lead times and product shortages on PPE and other critical supplies. Additionally, there have been significant shipping costs imposed by manufacturers. Despite the current market dynamics, Bound Tree has been working daily with our supplier partners to secure additional inventory at reasonable costs.

Even with our proactive efforts to source inventory, many of our key supplier partners have increased prices and others have signaled additional price updates will be coming, some of which may be significant. In the event such a price increase occurs after the bid award, Bound Tree will notify you of such increase and will make all efforts to provide adequate documentation from the supplier as evidence of the price modifications. The new contract pricing will then go into effect based on the notification period provided in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the product(s) from the contract or provide an alternative product, which may come at a different price.

Sincerely,

Brian LaDuke, President, Emergency Preparedness



**WHEN DISASTER STRIKES -  
YOU NEED A PARTNER WHO HAS  
BEEN THERE BEFORE.**

### **BOUND TREE MEDICAL EMERGENCY DISASTER SUPPORT PROGRAM**

If your agency is in need of emergency medical supplies and equipment, the Bound Tree Medical Emergency Disaster Support Program is here to help. This program enables you to call our Disaster Support Hotline 24 hours a day to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts.

#### **GET HELP IN THREE SIMPLE STEPS**



**1. Report a major incident.**



**2. Call the Bound Tree Medical  
Disaster Support Hotline.**



**3. Receive emergency medical  
supplies.**

Bound Tree Medical is the only national, EMS focused supplier in the country. We have a proven track record of supplying vital customer needs in situations from hurricanes, tornadoes and floods to MCI's. Our national presence and multiple regional warehouses stocked with products specifically for emergency preparedness make us the clear choice when every minute counts. To learn more about the Bound Tree Medical Emergency Disaster Support Program, contact Customer Service.

## **CALL US FOR ASSISTANCE WITH DISASTROUS INCIDENTS.**

Bound Tree Disaster  
Support Hotline

# **800.863.0953**



Need to report a major incident and alert us to your emergency medical supply needs? Simply call the toll-free Disaster Support Hotline at 800.863.0953.

# Partners in EMS



## In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



## Advanced Online Tools

From free online continuing education courses at [www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com) to elaborate online ordering tools at [www.boundtree.com](http://www.boundtree.com), we are focused on the most cutting edge technology that will streamline your day-to-day operations.



## 24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



## Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at [www.boundtreegrants.com](http://www.boundtreegrants.com).



## Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.



Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.



# Bound Tree

800.533.0523 | [www.boundtree.com](http://www.boundtree.com)

# FREE CEUs

[www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com)



## Current Course Offering:

Acute MI and STEMI »

Asthma »

Evidence-based Guidelines for EMS Providers »

Safe Transport of the Pediatric Patient »

Pediatric Shortness of Breath »

Capnography for Respiratory Distress »

Emergency Operations EMS1 »


Anaphylaxis »

CHF vs. COPD »

Sepsis »



Bound Tree University is dedicated to the continuing education of EMTs and Paramedics. All online courses are FREE and fully accredited by the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS). Each course is worth 1.5 credit hours and they are approved for both Advanced Life Support (ALS) and Basic Life Support (BLS) providers.

In partnership with  Bound Tree and 



**BoundTree**  
UNIVERSITY



## NAVIGATING EVERY DAY CARE

As the healthcare landscape evolves, Curaplex® responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex® continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today.



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Significant Savings



Expert Account Managers



Continuous Quality Improvement



Nationwide Distribution



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### Kitting Solutions »



### Airway/Oxygen Delivery »



### Diagnostics »



### Infection Control »



### Trauma/Wound Care »



### Instruments/Personal Items »



### IV/Drug Delivery »



### Immobilization »



### Monitoring/Defibrillation »



**SHOP ALL CURAPLEX® PRODUCTS »**

## National References

Andy Zanoﬀ, Assistant Deputy Chief  
San Francisco Fire Department  
1415 Evans Avenue  
San Francisco, CA 34124  
415-238-5273  
[Andy.Zanoﬀ@sfgov.org](mailto:Andy.Zanoﬀ@sfgov.org)



Douglas Isaacs, MD, Division Medical Director  
Fire Department City of New York  
9 Metro Tech Center  
Brooklyn, NY 11201  
718-999-2790  
[doug.isaacs@fdny.nyc.gov](mailto:doug.isaacs@fdny.nyc.gov)



Steve Blackburn, Northeast Regional President  
Priority Ambulance  
910 Callahan Road, Suite 101  
Knoxville, TN 37912  
614-354-4702  
[sblackburn@priorityambulance.com](mailto:sblackburn@priorityambulance.com)



Carl Flores, Chief of EMS  
New Orleans EMS  
1300 Perdido Street, Ste 4W07  
New Orleans, LA 70112  
504-658-1552  
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Scott Ellis  
City of Columbus Division of Fire  
2028 Williams Road  
Columbus, Ohio 43207  
614-221-3132  
[seellis@columbus.gov](mailto:seellis@columbus.gov)



Ty Spencer  
Baltimore City Fire Department  
3500 West Northern Parkway  
Baltimore, MD 21215  
410-396-2718  
[tyauna.spencer@baltimorecity.gov](mailto:tyauna.spencer@baltimorecity.gov)





## Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. [www.boundtree.com](http://www.boundtree.com)
- 2) Email: Orders may be emailed to customer service at [customerservice@boundtree.com](mailto:customerservice@boundtree.com).
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

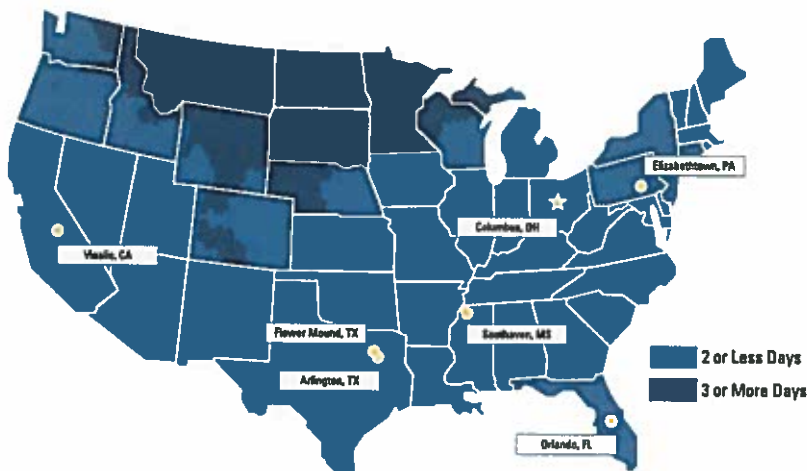
In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted



## Nationwide Distribution

Bound Tree operates 5 distribution centers strategically positioned for operational efficiency and disaster response. 96% of all of our customers can be reached using UPS Ground within 2 business days.



### Offices:

#### Bound Tree Medical Headquarters

Bound Tree Medical

5000 Tuttle Crossing Blvd

Dublin, OH 43016

Phone: 800.533.0523

Fax: 800.257.5713

Web: [www.boundtree.com](http://www.boundtree.com)

### Distribution Centers: Bound Tree Medical

#### California

2237 N. Plaza Drive

Visalia, CA 93291

#### Mississippi

481 Airport Industrial Drive, Suite 103

Southaven, MS 38671

#### Pennsylvania

1605 Zeager Road, Suite 101

Elizabethtown, PA 17022

#### Texas

3221 E. Arkansas Lane, Suite 145

Arlington, TX 76010

#### Florida

7320 Kingspointe Pkwy, Suite 530

Orlando, FL 32819

## Product Return Information

### NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

#### Non-returnable Items Include:

1. Items that are special order items.
2. Items that are buy-to-order (BTO) items.
3. Items that have been marked or engraved.
4. Items returned with broken packaging or not in original packaging.
5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
6. Product that is more than 60 days older than the invoice date.

#### Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.
5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.

7. Returns must be received by Bound Tree Medical within 30 days of issuance of RMA number.

8. Items received without a RMA number will not be eligible for credit.

#### **RETURNS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Bound Tree Medical has experienced a significant surge in orders for personal protective equipment (PPE) due to the outbreak of Ebola and we are working closely with our suppliers to keep up with the increased demand. To further this effort and ensure that we do not over-allocate products based upon excess order quantities, PPE products will no longer be eligible for return. Additionally, all open PO's for PPE products will not be cancellable after placement. This policy update is effective October 22, 2014. We will revisit this update when the Ebola crisis has subsided and alert you to any additional changes.

As indicated on the Bound Tree return policy, all returns require an approved RMA number. Items received without an RMA will not receive credit. Please contact Customer Service at 800-533-0523 if you have questions or would like additional information.

#### **RETURN FOR REPAIRS**

Items to be returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must be included with all manufacturer warranty repairs. Please contact our Customer Service Department for additional information.

#### **CLAIMS**

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Medical Customer Service.



## Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
  - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
  - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
  - The purchase summary report can be sorted in ascending order by total sales per item.
  - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
  - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
  - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/21/2019

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  
Aon Risk Services Northeast, Inc.  
Columbus OH Office  
445 Hutchinson Avenue  
Suite 900  
Columbus OH 43235 USA

CONTACT  
NAME:  
PHONE  
(A/C. No. Ext): (866) 283-7122 FAX  
(A/C. No.): (800) 363-0105  
E-MAIL  
ADDRESS:

INSURED  
Sarnova, Inc.  
Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd.  
Dublin OH 43016 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Medmarc Casualty Ins Co	22241
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	Sentinel Insurance Company, Ltd	11000
INSURER D:	Hartford Casualty Insurance Co	29424
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570079295408

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		33UUNVG3435	12/01/2019	12/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		33 UUN VG3435	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		33RHUVG1892	12/01/2019	12/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Products Liab		19OH380015 Claims Made	12/01/2019	12/01/2020	Aggregate Limit \$10,000,000 Agg Deductible \$150,000 Per Occ Limit \$10,000,000

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

Evidence of Coverage. RE: All Bound Tree warehouse locations are covered. Facility addresses: 481 Airport Industrial Drive, Suite 101, South Haven, MS 38671; 2243 N. Plaza Drive, Visalia, CA 93291; 3221 E. Arkansas Lane, Suite 145, Arlington, TX 76010; 7320 Kingspointe Parkway, Suite 580, Orlando, FL 32819-6548; 1605 Zeager Road, Elizabethtown, PA 17022; 1420 Lakeside Pkwy., Suite 105, Flower Mound, TX 75208.

## CERTIFICATE HOLDER

## CANCELLATION

Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd.  
Dublin OH 43016 USA

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

*Aon Risk Services Northeast Inc.*

Holder Identifier :

Certificate No : 570079295408



AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Sarnova, Inc.
POLICY NUMBER See Certificate Number: 570079295408		
CARRIER See Certificate Number: 570079295408	NAIC CODE	EFFECTIVE DATE

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

[illegible]



SARNINC-01

CSOKOLOWSKI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2019

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> Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	<b>CONTACT NAME:</b> Daniel R. Gunter		
	<b>PHONE (A/C, No, Ext):</b> (312) 239-2890	<b>FAX (A/C, No):</b> (312) 263-1551	
	<b>E-MAIL ADDRESS:</b> dgunter@thompsonflanagan.com		
<b>INSURED</b>  Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. P.O. Box 8023 Dublin, OH 43016	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Property Casualty Co. of America		25674
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## 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						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$						\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	UB 3P279151	12/1/2019	12/1/2020	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin, OH 43016	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 <i>Carlin Stancan</i>



AGENCY CUSTOMER ID: SARNINC-01

CSOKOLOWSKI

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY <b>Thompson Flanagan Executive Liability Group</b>		NAMED INSURED <b>Sarnova, Inc. Bound Tree Medical, LLC</b> <b>5000 Tuttle Crossing Blvd.</b> <b>P.O. Box 8023</b> <b>Dublin, OH 43016</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

**Named Insureds:**

- |                                      |                 |
|--------------------------------------|-----------------|
| 1. Sarnova, Inc.                     | FEIN: 262386055 |
| 2. Bound Tree Medical Products, Inc. | FEIN: 731646550 |
| 3. Tri-Anim Health Services, Inc.    | FEIN: 952959155 |
| 4. Bound Tree Medical, LLC           | FEIN: 311739487 |
| 5. Sarnova HC LLC                    | FEIN: 262549813 |
| 6. Emergency Medical Products Inc.   | FEIN: 391164909 |
| 7. Cardiovascular Concepts, Inc.     | FEIN: 751835412 |
| 8. Cardio Partners, Inc.             | FEIN: 800874694 |

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Bound Tree Medical LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**  
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**5000 Tuttle Crossing Blvd.**

6 City, state, and ZIP code

**Dublin, OH 43016**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

31 - 1739487

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Micah Root*

Date ►

*1/2/20*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

STATE OF TEXAS           §  
                                     §     **AGREEMENT FOR EMS FIRE DEPT MEDICAL**  
COUNTY OF ELLIS       §     **SUPPLIES**

This Agreement for EMS Fire Dept. Medical Supplies ("Agreement") is made by and between the City of Midlothian, Texas ("City") and Bound Tree Medical, LLC ("Supplier") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit "A" and Exhibit "B" attached hereto and made a part herein by reference (the "Services"), and in accordance with the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

The Term of this Agreement shall commence upon Contractor's receipt of the City's Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

**Article II**  
**Contract Documents**

- 2.1. This Agreement consists of the following items:
- (a) This Agreement;
  - (b) City's Request for Bid Solicitation for Purchase of a 2020-28 EMS Fire Dept. Medical Supplies RFP ("City's Bid") (attached as Exhibit "A"); and
  - (c) Supplier's Response to City's Bid (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

### **Article III Scope of Services**

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

### **Article IV Compensation**

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

### **Article VI Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with

this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

## **Article VII Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

## **Article VIII Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

## **Article IX Termination**

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

## **Article X Indemnification**

10.1 **CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND**

**PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.**

**10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.**

**10.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.**

**10.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.**

## **Article XI Miscellaneous**

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas  
Attn: Chris Dick  
City Manager  
104 West Avenue E  
Midlothian, Texas 76065  
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC  
Attn: Brian LaDuke, President, Emergency Preparedness  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016  
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay.

The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

*(signature page to follow)*

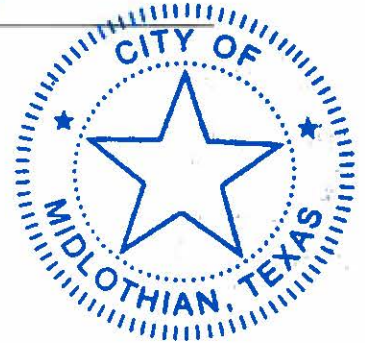
EXECUTED this 8<sup>th</sup> day of December, 2020

City of Midlothian, Texas

By: [Signature]  
Chris Dick, City Manager

Approved as to form:

By: [Signature]  
Joseph J. Gorfida, Jr., City Attorney



EXECUTED this 10<sup>th</sup> day of February, 2021.

Bound Tree Medical, LLC

By: [Signature]  
Name: Shawn P. Saylor  
Title: CFO

## Quotation

Quotation#:

06/02/2023

**Account number:**

**BILL-TO**

141 W RENFRO ST, BURLESON, TX, 76028-4261

**SHIP-TO**

828 SW ALSBURY BLVD, STATION 1,  
BURLESON, TX, 76028-4087

BEST WAY

Payment Terms:

Contact Name

Phone Number

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
661121	EACH	SAM® Splint, Standard Roll, Orange and Blue, 36in L x 4.25in W	\$12.09	10.89	25	272.25	
2114-60105	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 1	\$27.79	25.29	14	354.06	
2114-60155	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 1.5	\$27.79	25.29	14	354.06	
2114-60205	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 2	\$27.79	25.29	14	354.06	
2114-60305	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 3	\$27.79	25.29	16	404.64	
2114-60405	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 4	\$27.79	25.29	16	404.64	
2114-60505	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 5	\$27.79	25.29	16	404.64	
2741-00195	Pack	Ambu® BlueSensor M, 50 Pouch	\$24.39	22.29	24	534.96	
0616-03	Pack	Amiodarone, 50mg/mL, 3mL Vial	\$138.99	41.0	2	82	
8600-01291	EACH	*Custom* Needle Cricothyrotomy Kit	\$16.49	14.89	8	119.12	
044-AS00502SEA	EACH	Amsure® Ear/Ulcer Bulb Syringe, 2oz, Sterile	\$1.39	0.52	8	4.16	
371006	Pack	Atropine, 0.1mg/mL, 10mL Luer Jet Prefilled Syringe	\$168.99	112.9	3	338.7	
1071-19231	EACH	Autoclavable Biohazard Bags Polypropylene w/Indicator, Flat Seal, Coreless Roll, Red, 7-10 gal	\$0.49	0.39	16	6.24	
371631	BOX	Calcium Chloride, 100mg/mL, 10mL LifeShield Prefilled Syringe	\$249.99	100.1	2	200.2	
2361-14540	EACH	Cirrus™2 Nebulizer Kit with Pediatric EcoLite™ Mask with Tube, 2.1m	\$5.89	5.29	12	63.48	
1015-14192	BOX	Cobalt® Exam Gloves, Blue, Medium	\$12.99	9.99	16	159.84	
1015-14191	BOX	Cobalt® Exam Gloves, Blue, Small	\$12.99	9.99	8	79.92	

**List price**      **Your Price:**      4136.97

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
1880-13022	EACH	Combat Application Tourniquet, Tactical Black	\$40.29	37.99	12	455.88	
16365	EACH	Curad® Transparent Adhesive Tape, 1.5yd L x 1in W	\$0.59	0.49	12	5.88	
670210-KIT	EACH	Curaplex® Assure Prism Orange Kit w/ Foil Test Strips, Basic	\$213.99	192.99	8	1543.92	
30061MS	EACH	Curaplex® Burn Sheet, 60in x 90in	\$4.69	1.9	12	22.8	
1431-55000	EACH	Curaplex® Cold Pack, Small, 5in x 5in	\$1.19	0.69	16	11.04	
1613-86214	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 14ga x 1.25in L, Orange	\$3.39	1.75	24	42	
1613-86216	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 16ga x 1.25in L, Gray	\$3.39	1.75	40	70	
1613-86218	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 18ga x 1.25in L, Green	\$3.39	1.75	100	175	
1613-86220	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 20ga x 1.25in L, Pink	\$3.39	1.75	100	175	
1613-86222	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 22ga x 1in L, Blue	\$3.39	1.75	40	70	
1613-86224	EACH	Curaplex® CuraSlide™ BC Safety IV Catheter with Blood Control, 24ga x 0.75in L, Yellow	\$3.39	1.75	40	70	
670212-KIT	EACH	Curaplex® DART w/ Vial Adaptor Kit (3CC Syringe)	\$12.89	7.29	12	87.48	
2745-10075	ROLL	Curaplex® ECG Chart Paper, Red Grid, MRx, 75mm	\$4.69	4.59	12	55.08	
3M2218BE	EACH	3M™ Littmann® Classic II S.E. Stethoscope, Black Plated, 28in	\$139.99	119.99	10	1199.9	
17100MS	EACH	Curaplex® Fleece Blanket, 60in x 90in, Navy Blue	\$5.89	2.9	16	46.4	
1432-56000	EACH	Curaplex® Hot Pack, Small, 5in x 5in	\$1.09	0.24	12	2.88	
1712-10830	EACH	Curaplex® I.V. Admin Set, 10 Drop, 83in, PP Y-Site, Sure-Lok Needle-free Y-Site, Rotating Male Luer Lock	\$2.49	1.15	16	18.4	
670064-KIT	EACH	Curaplex® IV Start Kit With Tegaderm™, Alcohol, Flush	\$9.49	8.49	24	203.76	
12945	EACH	Curaplex® Mylar Emergency Blanket, 52in x 82in, Silver	\$1.19	1.14	12	13.68	
30557	EACH	Curaplex® Nebulizer with Mask, Adult	\$2.19	1.99	16	31.84	
4440010-B	EACH	Curaplex® Obstetrical Kit, Sealed, Standard w/ Head Warmer	\$19.29	17.29	12	207.48	
3246-12345	EACH	Curaplex® Patient Transporter, 1800lb Capacity, 14 Handles	\$30.99	12.45	8	99.6	
2442-BVMCIN	EACH	Curaplex® Select Child BVM, Manometer, Bacterial Filter, Child/Infant/Neonate Masks	\$33.99	30.49	8	243.92	
2113-10200	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 10mm Size	\$4.09	3.69	12	44.28	

**List price**      **Your Price:**      9033.19

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
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2113-10225	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 2.5mm Size	\$4.09	1.5	12	18	
2113-10235	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 3.5mm Size	\$4.09	1.5	12	18	
2113-10230	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 3mm Size	\$4.09	1.5	12	18	
2113-10245	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4.5mm Size	\$4.09	1.5	12	18	
2113-10240	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4mm Size	\$4.09	1.5	12	18	
2113-10255	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5.5mm Size	\$4.09	1.5	12	18	
2113-10250	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	\$4.09	1.5	12	18	
2113-10265	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6.5mm Size	\$4.09	1.5	12	18	
1212-02868	BOX	Abdominal Pads, 5in x 9in	\$6.79	6.09	24	146.16	
2113-10260	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	\$4.09	1.5	12	18	
2113-10275	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 7.5mm Size	\$4.09	1.5	12	18	
2113-10270	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 7mm Size	\$4.09	1.5	12	18	
2113-10285	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8.5mm Size	\$4.09	1.5	12	18	
2113-10280	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	\$4.09	1.5	12	18	
2113-10290	EACH	Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 9mm Size	\$4.09	1.5	12	18	
2442-BVMPIN	EACH	Curaplex® Select Infant BVM, Manometer, Bacterial Filter	\$29.79	22.19	8	177.52	
2021-18120	EACH	Curaplex® Select Nasopharyngeal Airway, 20FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	3.76	12	45.12	
2021-18122	EACH	Curaplex® Select Nasopharyngeal Airway, 22FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	2.09	12	25.08	
2021-18124	EACH	Curaplex® Select Nasopharyngeal Airway, 24FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	2.09	12	25.08	
0651-04	BOX	Adenosine, 3mg/mL, 4mL Vial	\$339.90	93.0	16	1488	
2021-18126	EACH	Curaplex® Select Nasopharyngeal Airway, 26FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	2.09	12	25.08	
2021-18128	EACH	Curaplex® Select Nasopharyngeal Airway, 28FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	2.09	12	25.08	
2021-18130	EACH	Curaplex® Select Nasopharyngeal Airway, 30FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	2.09	12	25.08	
2021-18132	EACH	Curaplex® Select Nasopharyngeal Airway, 32FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	3.76	12	45.12	

**List price**      **Your Price:**      11312.51

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
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2021-18134	EACH	Curaplex® Select Nasopharyngeal Airway, 34FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	3.76	12	45.12	
2021-18136	EACH	Curaplex® Select Nasopharyngeal Airway, 36FR, Neoprene, Robertazzi Style, Sterile, Single-Patient Use	\$4.17	3.76	12	45.12	
301-200EA	EACH	Curaplex® Select Nebulizer, Small-Volume, Hand-held, T-Piece, Mouthpiece, Flextube, 7ft Tubing	\$1.65	0.63	8	5.04	
8600-01344	EACH	Curaplex® Suction Kit with the SSCOR DuCanto Catheter®	\$5.69	5.09	16	81.44	
2114-60005	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 0	\$29.99	27.29	12	327.48	
2114-60055	EACH	Air-Q®sp3G Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access, Size 0.5	\$29.99	27.29	12	327.48	
291860	BOX	3M 1860 N95 Particulate Respirator Mask, Regular	\$34.99	31.79	4	127.16	
3M1583B	CASE	3M™ Coban™ Self-Adherent Wrap, 3in x 5yds, Blue	\$68.00	62.99	2	125.98	
2744-96610	EACH	3M™ Surgical Clipper with Pivot Head	\$109.99	90.99	4	363.96	
597-00487-990130	BOX	Albuterol Sulfate Solution 0.5%, 5mg/mL, 0.5mL Vial	\$21.49	19.49	2	38.98	
DMS-05006	Pack	All Risk® Triage Tags, Non-Wristband	\$102.99	54.5	4	218	
APLS1116Z	BOX	Aplicare Compound Benzoin Tincture Swabsticks, Single Use, Box of 50	\$60.99	54.99	4	219.96	
911316	Batch	Aspirin Chewable Tablets, 81mg, Orange Flavor, 36/BT	\$2.01	0.73	8	5.84	
1061-100	TUBE	CaviWipes™ Surface Disinfectant Wipes, 6in x 6-3/4in	\$15.59	14.29	10	142.9	
1015-14193	BOX	Cobalt® Exam Gloves, Blue, Large	\$12.99	9.99	12	119.88	
1015-14194	BOX	Cobalt® Exam Gloves, Blue, X-Large	\$12.99	9.99	12	119.88	
3245-20004	EACH	CombiCarrierII® Backboard/Split Litter w/ Four 2-Piece Speed Clip Straps, Olive Drab Green	\$1,329.99	1209.99	5	6049.95	
670200-KIT	EACH	Curaplex PPE Kit, Intermediate w/ Shoe/Hair Covers	\$11.09	9.99	10	99.9	
1330-85300	BOX	Curaplex® Alcohol Prep Pad, Sterile, 2 Ply, Medium	\$4.09	1.33	5	6.65	
13027	Pack	Curaplex® Berman Oral Airway Kit	\$4.79	3.69	8	29.52	
1071-10204	Pack	Curaplex® Emesis Bag, Standard, Thicker LDPE Material,	\$28.09	26.49	10	264.9	
2764-70721	BOX	Curaplex® Safety Lancet, 21 Gauge, Green	\$20.89	6.5	10	65	
2442-BVMPAD	EACH	Curaplex® Select Adult BVM, Manometer, PEEP, Bacterial Filter	\$29.79	22.19	16	355.04	
KE44115	BOX	Curity™ Adhesive Plastic Bandages, 1in	\$1.69	1.59	10	15.9	

List price      Your Price:      20513.59

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
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376505	Pack	Dexamethasone, 4mg/mL, 5mL Vial	\$312.25	168.0	1	168	
2130-42560	EACH	Thomas Select ET Tube Holder, Adult	\$5.59	4.99	16	79.84	
1124-36800	BOX	Triangular Bandages, 40in x 40in x 56in	\$26.49	23.99	12	287.88	
G4128	EACH	Twinpak™ Dual Cannula Device, 20ga Steel/17ga Plastic	\$0.68	0.43	32	13.76	
1072-23519	EACH	Urinal with Cover, 32oz	\$1.09	0.49	4	1.96	
1031-12100	EACH	Face Shield	\$1.89	1.79	8	14.32	
540047	EACH	Gallant Preparation Razors, Platinum Coated Stainless Steel Blade	\$0.69	0.34	24	8.16	
DYND72016	EACH	Gastric Sump Tube, Silicone, 16FR	\$4.51	3.84	3	11.52	
DYND72018	EACH	Gastric Sump Tube, Silicone, 18FR	\$5.49	4.75	3	14.25	
1921-16217	EACH	Dextrose 10%, 250mL Bag	\$10.69	5.39	12	64.68	
081412	BOX	Gauze Pad 12-ply, 4in x 4in	\$15.49	13.09	1	13.09	
0593-03	EACH	Glucagon Kit, Glucagon 1mg, Sterile Water 1mL, Vial	\$282.99	140.0	12	1680	
670170-KIT	EACH	GO-PAP™ w/ Neb-Connect and Capno Kit, Standard Headgear, Adult Medium Mask	\$139.99	115.99	8	927.92	
77-8130EA	EACH	High Concentration Non-rebreather Oxygen Mask with Safety Vent, 7ft Tubing, Adult	\$2.95	2.34	16	37.44	
77-1130EA	EACH	High Concentration Non-rebreather Oxygen Mask with Safety Vent, 7ft Tubing, Pediatric	\$5.29	4.29	16	68.64	
1920-01010	EACH	IV Flush Syringe Normal Saline, 10mL Prefilled Syringe	\$1.79	1.59	24	38.16	
1712-74218	EACH	Dial-A-Flo™ MacroBore Extension Set, 3mL, 18in Nominal Length	\$11.19	9.49	8	75.92	
1008010	EACH	Ketorolac, 30mg/mL, 1mL Vial	\$13.79	12.49	12	149.88	
1451-1	EACH	Magnesium Sulfate 50%, 500mg/mL, 10mL Vial	\$13.39	12.19	12	146.28	
2712-02811	EACH	Masimo SET® LNCS® Neo Adhesive Sensor, Neonatal	\$23.49	15.5	16	248	
1340-67507	EACH	MediChoice® Lubricating Jelly, 5g, Sterile	\$0.49	0.39	32	12.48	
X2320	EACH	Medline Thumbs Up® Standard Polyethylene Isolation Gown, Regular/Large, Blue	\$1.79	1.16	16	18.56	
2820-35223	EACH	Metalite™ Reusable Penlight, White with Pupil Gauge, 5-3/4in L x 1/2in D	\$5.09	3.77	7	26.39	
8812	EACH	Micro-Cut™ Ring Cutter, 4.5in	\$31.49	22.99	8	183.92	

**List price**      **Your Price:**      24804.64

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
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6014-10	BOX	Diltiazem, 5mg/mL, 10mL Vial	\$119.99	102.99	12	1235.88	
174620	EACH	Microstream™ Advance FilterLine® Set, Adult/Pediatric, 6.5ft	\$12.39	5.9	12	70.8	
661083	EACH	Monoject™ SoftPack Luer Lock Tip Insulin Syringe without Needle, 1mL	\$0.79	0.69	12	8.28	
9280	EACH	Multi-Trauma Dressing, 12in L x 30in W	\$2.36	2.13	12	25.56	
373369	CASE	Naloxone, 1mg/mL, 2mL Luer-Jet™ Luer-Lock Prefilled Syringe	\$459.99	170.0	2	340	
8-0436-11	Batch	Nitroglycerin, 0.4mg, 25 Sublingual Tablets	\$28.29	25.49	12	305.88	
0997-10	BOX	Norepinephrine, 1mg/mL, 4mL Vial	\$165.90	140.9	2	281.8	
1633-30430	EACH	Omnifix® Luer Lock Tip Syringe without Needle, 30mL	\$0.79	0.69	16	11.04	
1633-30303	EACH	Omnifix® Luer Lock Tip Syringe without Needle, 3mL	\$0.19	0.08	16	1.28	
1000200	EACH	Diphenhydramine, 50mg/mL, 1mL Vial	\$10.59	9.49	12	113.88	
1633-05305	EACH	Omnifix® Luer Lock Tip Syringe without Needle, 5mL	\$0.19	0.17	16	2.72	
1012890	EACH	Ondansetron, 2mg/mL, 2ml Vial	\$12.29	11.09	12	133.08	
413050	EACH	Patient Belongings/Possessions Bag, Clear, 20in x 20in	\$1.09	0.79	8	6.32	
G1008	EACH	Pro-series Utility/EMS Shear, 7.25in, Tactical All Black	\$5.09	4.58	8	36.64	
660274	PAIR	Purity V20 Safety Glasses, Clear Anti-fog Lens	\$3.99	3.39	16	54.24	
1214-35034	EACH	QuikClot Combat Hemostatic Gauze, Black, 3in x 4yd	\$51.99	34.28	12	411.36	
375901	EACH	Racepinephrine Solution 2.25%, 0.5mL Vial	\$6.39	0.58	12	6.96	
1641-91830	EACH	SafetyGlide™ Shielding Hypodermic Needle, 18ga x 1-1/2in	\$0.89	0.31	16	4.96	
62305916	EACH	SafetyGlide™ Shielding Hypodermic Needle, 25ga x 1in	\$0.89	0.77	16	12.32	
665568	EACH	SAM Pelvic Sling™ II, Olive Drab, Medium	\$98.09	89.99	8	719.92	
Q20372	TUBE	Sani-Hands® ALC Antimicrobial Alcohol Wipe, 6in x 7-1/2in	\$11.79	4.83	8	38.64	
1850-07261	EACH	Sapphire Multi-Therapy Infusion Pump Kit	\$2,350.00	2350.0	5	11750	
670220-KIT	EACH	Sapphire Pump Half-Set Admin Start Kit	\$20.29	20.29	10	202.9	
1712-12044	EACH	Sapphire Pump Set, Vented/Non-Vented, 113in	\$10.79	10.79	10	107.9	

**List price**      **Your Price:**      40687

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
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298507SA	EACH	SharpSafety Safety In Room Sharps Container, 5qt, Transparent Red	\$11.29	4.34	4	17.36	
2146-03001	EACH	Single Use Blade for UESCOPE® 2, Size D0	\$51.99	46.49	12	557.88	
501110	PAIR	Economy Limb Restraint w/ D Rings, Pair	\$6.89	6.19	8	49.52	
2146-03010	EACH	Single Use Blade for UESCOPE® 2, Size D1	\$51.99	46.49	12	557.88	
2146-03020	EACH	Single Use Blade for UESCOPE® 2, Size D2	\$51.99	46.49	12	557.88	
2146-03030	EACH	Single Use Blade for UESCOPE® 2, Size D3	\$51.99	46.49	12	557.88	
2146-03040	EACH	Single Use Blade for UESCOPE® 2, Size D4	\$51.99	46.49	12	557.88	
1320-60080	EACH	Skintegrity Wound Cleanser, 8oz	\$12.69	11.49	4	45.96	
3020-26210	EACH	Slishman Traction Splint with Telescoping Aluminum Poles, One Size Fits All	\$224.99	215.99	4	863.96	
177653	EACH	Smart CapnoLine® Plus, Oral-Nasal, Male Connector, Adult/Intermediate	\$14.49	13.09	16	209.44	
177669	EACH	Smart CapnoLine®, Oral-Nasal, O2 Tubing Female Connector, Pediatric	\$18.29	10.85	16	173.6	
371035	Pack	Sodium Bicarbonate 8.4%, 1mEq/mL, 50mL Luer Jet Prefilled Syringe	\$274.99	257.99	2	515.98	
601324X	EACH	Sodium Chloride 0.9%, 1000mL Bag	\$11.09	4.75	16	76	
9-01212-70	EACH	Endotracheal Tube Introducer, Adult, 15fr x 70cm, Coude Tip	\$11.99	4.15	12	49.8	
601322	EACH	Sodium Chloride 0.9%, 250mL Bag	\$9.99	3.99	8	31.92	
1263-1	EACH	Solu-Medrol® 125mg, 2mL Act-O-Vial® System	\$22.99	20.79	12	249.48	
1033-15311	EACH	Spit Sock Hood, Latex-free	\$5.49	2.94	8	23.52	
065-520211001EA	EACH	Spur® II BVM with Bag Reservoir, Adult, Medium Mask, PEEP Valve	\$21.49	10.9	8	87.2	
2742-40289	PAIR	Stat-Padz® HVP Multi-function CPR Electrodes, Adult	\$120.99	91.49	12	1097.88	
1922-06260	CASE	Sterile Water for Irrigation, 250mL Bottle	\$159.99	149.99	1	149.99	
L980021	EACH	Stifneck® Pedi-Select™ Extrication Collar, Pediatric	\$13.29	6.69	16	107.04	
980012	EACH	Stifneck® Select™ Olive Green Extrication Collar, Adult	\$13.29	6.69	16	107.04	
080703	BAG	Stretch Gauze Bandages, Sterile, 3in x 4.1yd	\$6.59	5.79	32	185.28	
2212-86100	EACH	Suction Canister With Tubing, 300mL	\$20.49	19.69	12	236.28	

**List price**      **Your Price:**      47753.65

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
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2120-17010	EACH	Endotracheal Tube Introducer, Pediatric, Coude Tip	\$11.99	10.89	12	130.68	
279-4810EA	EACH	Suction Catheter, Sterile, 10fr	\$0.89	0.79	12	9.48	
279-4812EA	EACH	Suction Catheter, Sterile, 12fr	\$0.89	0.79	12	9.48	
279-4814EA	EACH	Suction Catheter, Sterile, 14fr	\$0.89	0.79	12	9.48	
279-4818EA	EACH	Suction Catheter, Sterile, 18fr	\$0.89	0.79	12	9.48	
279-4806EA	EACH	Suction Catheter, Sterile, Pediatric, 6fr	\$0.89	0.79	12	9.48	
179400	EACH	SureTemp® Plus 690 Wall-Mount Electronic Thermometer with Interchangeable Oral Probe Well *Non-Returnable*	\$468.99	417.99	4	1671.96	
G1091	EACH	SWAT™ Tourniquet, Rescue Orange	\$19.99	8.79	12	105.48	
750667	EACH	Syringe, Luer Lock, 60cc	\$1.49	1.39	8	11.12	
020400	EACH	Thomas ET Tube Holder, Pediatric, Pink	\$6.09	2.72	12	32.64	
660520	BOX	DynaLube Lubricating Jelly, 5g, Clear	\$12.79	11.39	1	11.39	
103-10	Pack	Epinephrine 1mg/mL, 1mL Ampule	\$239.90	110.0	2	220	
373316	Pack	Epinephrine 0.1mg/mL (1:10,000), 10mL Luer-Jet™ Prefilled Syringe	\$167.99	100.0	3	300	
3271-71302	CASE	Extended Length Fitted Sheet with Elastic Corners, 30in x 84in	\$52.99	45.49	1	45.49	
3250-11503	EACH	Ferno® Pedi-Mate® Plus Restraint System	\$487.99	463.99	4	1855.96	
2522-00802	EACH	G3 Breather Pack, Blue	\$336.99	219.3	4	877.2	
2522-00818	EACH	G3 Breather Pack, Red	\$336.99	303.99	5	1519.95	
1423-03015	Pack	Glucose 15™ Oral Glucose Gel Pack, 15g, Grape Flavor	\$16.99	11.69	4	46.76	
115349	EACH	Graham Flex-Air Disposable Pillow, White	\$1.23	1.12	4	4.48	
0426-12	BOX	Haloperidol, 5mg/mL, 1mL Vial	\$184.99	37.25	1	37.25	
660030	EACH	K.E.D.® Extrication Device, with Ked, Head Straps, Carrying Case	\$187.99	181.99	4	727.96	
2221-61088	EACH	LCSU 4 (Laerdal Compact Suction Unit), 300ml	\$709.09	639.99	5	3199.95	
F165631	BOX	Lightweight Cloth Adhesive Surgical Tape, 10yd L x 1in W	\$14.29	7.53	1	7.53	
80448	BOX	Medi-First® Extra Strength Non-Aspirin, Acetaminophen, 500mg, 250 Tablets (2/pk)	\$14.99	13.59	1	13.59	

**List price**      **Your Price:**      58620.44

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
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0390-10	BOX	Ondansetron, 4mg, 30 Orally Disintegrating Tablets	\$23.09	5.5	2	11	
609153	BOX	Povidone Iodine Preparation Pad With Saturated 10% PVP Solution, Medium	\$12.49	3.6	1	3.6	
1031-87529	BOX	ProDefense™ Face Mask Level 2, 3-Ply, Earloops, Blue	\$13.69	12.49	1	12.49	
107-10	BOX	Tranexamic Acid, 100mg/mL, 10mL Vial	\$279.99	90.0	2	180	
34790	CASE	Wypall® Terry Wipers, 9.1in x 16.8in, White	\$205.99	169.99	4	679.96	
F490681	BOX	Xeroform Petrolatum Gauze Dressing, 5in x 9in	\$123.99	97.99	1	97.99	
1911-01911EP	EACH	Acetaminophen, 10mg/mL, 100mL Premixed Bag	\$34.59	31.29	12	375.48	
62305917	EACH	SafetyGlide™ Shielding Hypodermic Needle, 21ga x 1-1/2in	\$1.22	0.31	24	7.44	

**List price**      **Your Price:**      59999.4

Comments:

**GREG WOLF**

Phone: 817.658.4168

<a href="mailto:greg.wolf@boundtree.com"

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at [www.boundtree.com](http://www.boundtree.com), login and add to your

or call (800) 533-0523

fax (800) 257-5713

Bound Tree Medical | 5000 Tuttle Crossing Blvd., Dublin Ohio| Telephone 800.533-0523

# 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:  
2023-1037516

Date Filed:  
06/22/2023

Date Acknowledged:

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

Bound Tree Medical, LLC  
Dublin, OH United States

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.

2020-28  
Medical Supplies and Pharmaceuticals

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 Christopher Fyffe and my date of birth is 11-23-1974.

My address is 3236 Yellow Finch Way, Columbus, OH, 43231, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Franklin County, State of OH, on the 22nd day of June, 2023.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

STATE OF TEXAS  
COUNTY OF ELLIS

§  
§  
§

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“**Agreement**”) is by and between the City of Midlothian, Texas (“**Midlothian**”), and the City of Burleson, Texas (“**Burleson**”), acting by and through their authorized officers.

### RECITALS:

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE.

## ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("**Effective Date**"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## ARTICLE IV PURCHASING

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

## ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties**: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment**: This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Ellis or Johnson County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 13<sup>th</sup> day of June, 2023.

CITY OF MIDLOTHIAN, TEXAS

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

CHRIS DICK, CITY MANAGER

ATTEST:

By: Sammy Varner  
CITY SECRETARY

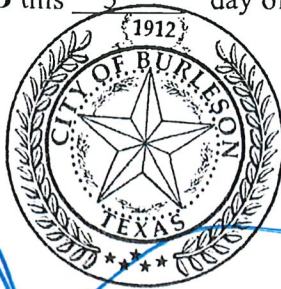


EXECUTED this 5<sup>th</sup> day of June, 2023.

CITY OF BURLESON, TEXAS

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

TOMMY LUDWIG, INTERIM CITY MANAGER



ATTEST:

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

CITY SECRETARY

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## City Council Regular Meeting

**DEPARTMENT:** Parks and Recreation

**FROM:** Jen Basham, Director of Parks and Recreation

**MEETING:** July 10, 2023

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**SUBJECT:**

Consider approval of a resolution waiving fees for Burleson Independent School District and Joshua Independent School District at Hidden Creek Golf Course. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

**SUMMARY:**

On June 5, 2023, Councilmember, Phil Anderson, requested that staff look into the possibility of waiving practice fees for youth golfers with Burleson Independent School District and Joshua Independent School District. After reviewing the annual fees paid for both, staff is in support of waiving the fees. This does not include tournament fees or merchandise sales.

**OPTIONS:**

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

**RECOMMENDATION:**

NA

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

NA

**FISCAL IMPACT:**

\$58,725

**STAFF CONTACT:**

Jen Basham

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



# Hidden Creek Golf Course

Youth Fee Waiver-BISD and JISD

Staff Presenter: Jen Basham, Director of Parks and Recreation  
City Council: July 10, 2023

# Background

- Burleson Independent School District and Joshua Independent School District utilize Hidden Creek Golf Course for their High School Golf Teams
- The teams practice Monday through Thursday
- At the June 5, 2023 City Council meeting, Councilmember Anderson requested that an item appear before the City Council to consider waiving the practice fees for the schools to foster the growth of youth golfers



# Annual Fees



- Burleson High School- Monday and Tuesday-\$2,500 annually
- Centennial-Wednesday and Thursday-\$2,500 annually
- Joshua High School-Monday through Thursday-\$3,500 annually
- \*This does not include merchandise or tournament fees

# City Council Direction

- Waive fees for both school districts
- Waive fees with changes
- Continue charging fees to both school district

## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, WAIVING THE COURSE FEES FOR THE PRACTICE ROUNDS OF THE RESPECTIVE SPONSORED GOLF TEAMS OF BURLESON INDEPENDENT SCHOOL DISTRICT AND JOSHUA INDEPENDENT SCHOOL DISTRICT.**

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

**WHEREAS**, the City owns and operates the Hidden Creek Golf Course, a premier municipal golf course; and

**WHEREAS**, both Burleson Independent School District (“BISD”) and Joshua Independent School District (“JISD”) sponsor high school golf teams; and

**WHEREAS**, currently the high school golf teams of BISD and JISD use Hidden Creek Golf Course twice a week during the season for practice, and the City charges BISD and JISD course fees when their golf teams use the course; and

**WHEREAS**, currently the course fees are passed thorough from the school districts to the family of each golf player, making the sport unaffordable for many families in the school districts; and

**WHEREAS**, the City has an interest in developing the appreciation of the sport of golf in young players; and

**WHEREAS**, the City believes that waiving the course fees for the practice of the school sponsored golf teams in BISD and JISD will make the sport more accessible and develop local players who will frequent Hidden Creek Golf Course even after graduating from high school; and

**WHEREAS**, the City finds that the terms of this resolution are in the best interest of the City and the citizens of the City of Burleson, Texas;

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

#### **Section 1**

The City shall not charge BISD and JISD course fees at Hidden Creek Golf Course for use of the course for regular, school-sponsored practice by their high school golf teams. The course fees waived above shall not include merchandise fees or tournament fees.

#### **Section 2**

This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND SO RESOLVED** by the City Council of the City of Burleson, Texas, this \_\_\_\_\_ 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:** Legal and Purchasing

**FROM:** Matt Ribitzki, Deputy City Attorney/Compliance Manager

**MEETING:** July 10, 2022

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**SUBJECT:**

Consider approval of a resolution designating the Johnson County Tax Assessor-Collector to perform the required calculation of relevant tax rates and the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)

**SUMMARY:**

The proposed resolution before council designates that the Johnson County Tax Assessor/Collector ("TAC") to perform the required calculation of the relevant tax rates and the preparation of notices for publication in accordance with the Texas Tax Code. The tax calculations required are the no-new-revenue tax rate (*no-new-revenue tax rate = [last year's levy – lost property levy] / [current total value – new property value]*) and the voter-approval tax rate (*voter-approval tax rate = [no-new-revenue maintenance and operations rate x 1.08] + current debt rate*). The required tax rate calculations must be made on specific worksheet forms prescribed by the state comptroller.

In 2005, the City and the TAC entered into an interlocal agreement whereby the City designated the TAC as the tax assessor and collector for the City. Texas Tax Code § 26.04 requires that tax calculations be done by a designated officer or employee of the City, and traditionally that function has been done by the TAC (considered an officer of the unit by case law). Historically, the TAC treated the interlocal agreement with the City as the designation of the TAC to perform the calculations without any other formal action by the city council.

In 2019, however, the 86th Texas Legislature made sweeping changes to the Texas Tax Code in S.B. 2, and gave additional responsibilities to the designated officer or employee. Accordingly, because of the changes, the City, through this resolution, is formally designating the TAC as the officer to make these calculations, instead of relying on the 2005 interlocal agreement.

**OPTIONS:**

- 1) Approve the resolution designating the Johnson County Tax Assessor-Collector to perform the required calculation of relevant tax rates and the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code.
- 2) Deny the resolution designating the Johnson County Tax Assessor-Collector to perform the required calculation of relevant tax rates and the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code.

**RECOMMENDATION:**

Staff recommends approving the resolution designating the Johnson County Tax Assessor-Collector to perform the required calculation of relevant tax rates and the City Manager to publish and deliver the tax rate forms in accordance with Chapter 26 of the Texas Tax Code.

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

n/a

**FISCAL IMPACT:**

n/a

**STAFF CONTACT:**

Matt Ribitzki  
Deputy City Attorney/Compliance Manager  
[mribitzki@burlesontx.com](mailto:mribitzki@burlesontx.com)  
817-426-9664

# Resolution Designating the Johnson County Tax Assessor-Collector to Make Relevant Tax Rate Calculations

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*Presented to City Council on July 10, 2023*

# Resolution Designating Tax A-C

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- Texas Tax Code § 26.04 requires that tax calculations be done by a designated officer or employee of the City, and traditionally that function has been done by the Johnson County Tax Assessor-Collector (considered an officer of the City through case law)
- The tax calculations required are the no-new-revenue tax rate (*no-new-revenue tax rate = [last year's levy – lost property levy] / [current total value – new property value]*) and the voter-approval tax rate (*voter-approval tax rate = [no-new-revenue maintenance and operations rate x 1.08] + current debt rate*), and the calculations must be made on specific forms prescribed by the state comptroller
- The City has an interlocal agreement with the Johnson County Tax Assessor-Collector whereby the City designated the Johnson County Tax Assessor-Collector as the tax assessor-collector for the City
- The proposed resolution designates that the Johnson County Tax Assessor-Collector to perform the required tax rate calculations and the preparation of notices for publication in accordance with the Texas Tax Code
- The proposed resolution further directs the City Manager to publish and deliver the calculated tax rates in accordance with state law

# Resolution Designating Tax A-C

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- City Council Options:
  - Approve the proposed resolution designating the Johnson County Tax Assessor-Collector to perform the required tax rate calculations and the preparation of notices for publication in accordance with the Texas Tax Code; or
  - Deny the proposed resolution designating the Johnson County Tax Assessor-Collector to perform the required tax rate calculations and the preparation of notices for publication in accordance with the Texas Tax Code.

**Staff recommendation is to approve the proposed resolution designating the Johnson County Tax Assessor-Collector to perform the required tax rate calculations and the preparation of notices for publication in accordance with the Texas Tax Code.**

## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, DESIGNATING THE TAX ASSESSOR-COLLECTOR OF JOHNSON COUNTY TO PERFORM THE CALCULATION OF RELEVANT TAX RATES AND THE CITY MANAGER TO PREPARE NOTICES AND DELIVER TAX RATE FORMS AS REQUIRED BY TAX CODE CHAPTER 26.**

**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 86th Texas Legislature in Regular Session, amended Tax Code § 26.04 which requires each governing body, as part of the tax rate adoption process to designate an officer or employee to do certain tasks, including the calculation of the relevant tax rates and the preparation of notices for publication; and

**WHEREAS**, the City of Burleson has designated by contract the Tax Assessor-Collector of Johnson County as the unit's Tax Assessor-Collector pursuant to Chapter 6 of the Texas Tax Code in an interlocal agreement dated August 8, 2005, between the City and the Tax Assessor-Collector of Johnson County (the "Interlocal Agreement"); and

**WHEREAS**, said Tax Assessor-Collector, pursuant to state statute, is required to maintain coursework on all aspects of property taxation including tax rate calculation and adoption.

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

#### **Section 1**

The Tax Assessor-Collector of the County of Johnson, Scott Porter, is hereby and herewith designated by the City of Burleson as the person to perform the required calculation of the relevant tax rates pursuant to the Interlocal Agreement. The City Manager is hereby and herewith designated by the City of Burleson as the person to submit the forms calculating the relevant tax rates to the City Council, to post the forms on the home page of the City's website, and submit the forms to the Tarrant County Tax Assessor-Collector.

#### **Section 2**

This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND SO RESOLVED** by the City Council of the City of Burleson, Texas, this \_\_\_\_\_ 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:** Legal and Purchasing

**FROM:** Matt Ribitzki, Deputy City Attorney/Compliance Manager

**MEETING:** July 10, 2022

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**SUBJECT:**

Consider approval of a resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2023-2024 assuming a property tax rate that does not exceed the voter-approval rate. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

**SUMMARY:**

The proposed resolution directs the City Manager to prepare a calendar for the adoption of the annual budget and tax rate for FY2023-2024 assuming the property tax rate that does not exceed the voter-approval rate.

The City's adoption of the annual budget and tax rate are filled with numerous notice periods and deadlines that necessitate the creation of calendar to ensure all legal requirements of the Texas Tax Code and Local Government Code are followed. Since 2019, state law has stipulated that if a City Council of a municipality with a population over 30,000 votes to adopt a tax rate that exceeds the voter-approval rate of 3.5%, the municipality must call an election at the November uniform election date for the voters to decide whether to approve the tax rate. The Texas Election Code has numerous additional legal requirements and deadlines when calling and conducting an election. In the end, because of the various legal requirements and deadlines, the calendar when adopting a tax rate that *does not* exceed the voter-approval rate and the calendar when adopting a tax rate that *does* exceed the voter-approval rate look vastly different. Essentially, adopting a tax rate that does exceed the voter-approval rate pushes up many of the deadlines.

The chart below lists the deadlines required by law when adopting a tax rate that exceeds and does not exceed the voter-approval rate. Of course, when the City adopts a calendar it very rarely waits until the last possible date to take action, but the chart demonstrates the wide change in timing that's dependent on the proposed tax rate.

Deadlines When Adopting a Tax Rate for FY23-24		
	Exceeds Voter-Approval Rate	Does Not Exceed
File the Proposed Budget	July 22	August 29
Receive Tax Rolls	July 25	July 25
Submit Tax Rates to Council	August 7	August 7
Budget Publication Notice	August 10	September 18
Proposed Tax Rate Approval	August 14	September 22
Internet Notice	August 14	September 22
Tax Rate Publication Notice	August 16	September 24
Budget Public Hearing	August 20	September 28
Budget Adoption	August 21	September 29
Tax Rate Public Hearing	August 20	September 28
Tax Rate Adoption	August 21	September 29
Order Election	August 21	n/a

Assuming the City Council approves the resolution and directs staff to assume a tax rate that does not exceed the voter-approval rate, the current draft tax calendar prepared by staff lists September 5<sup>th</sup> as the date the City Council holds the public hearings for the budget and tax rate and votes on first reading the ordinances adopting the budget and tax rate, and September 11<sup>th</sup> as the date the City Council votes on second and final reading the ordinances adopting the budget and tax rate.

#### **OPTIONS:**

- 1) Approve the resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2023-2024 assuming a property tax rate that does not exceed the voter-approval rate.
- 2) Deny the resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2023-2024 assuming a property tax rate that does not exceed the voter-approval rate.

#### **RECOMMENDATION:**

Staff recommends to approve the resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2023-2024 assuming a property tax rate that does not exceed the voter-approval rate.

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

n/a

#### **FISCAL IMPACT:**

n/a

#### **STAFF CONTACT:**

Matt Ribitzki  
Deputy City Attorney/Compliance Manager  
[mribitzki@burlesontx.com](mailto:mribitzki@burlesontx.com)  
817-426-9664

# Resolution Preparing Annual Budget and Tax Rate Calendar Assuming a Tax Rate Under the Voter-Approval Rate

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*Presented to City Council on July 10, 2023*

# Resolution Assuming Tax Rate

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- The annual budget and tax rate are filled with numerous notice periods and deadlines that necessitate the creation of calendar
- If a City Council of a municipality with a population over 30,000 votes to adopt a tax rate that exceeds the voter-approval rate of 3.5%, the municipality must call an election at the November uniform election date
- The Texas Election Code has numerous additional legal requirements and deadlines when calling and conducting an election
- The calendar when adopting a tax rate that *does not* exceed the voter-approval rate and the calendar when adopting a tax rate that *does* exceed the voter-approval rate look vastly different
- Adopting a tax rate that *does* exceed the voter-approval rate pushes up many of the deadlines

# Resolution Assuming Tax Rate

Deadlines When Adopting a Tax Rate for FY23-24		
	Exceeds Voter-Approval Rate	Does Not Exceed
File the Proposed Budget	July 22	August 29
Receive Tax Rolls	July 25	July 25
Submit Tax Rates to Council	August 7	August 7
Budget Publication Notice	August 10	September 18
Proposed Tax Rate Approval	August 14	September 22
Internet Notice	August 14	September 22
Tax Rate Publication Notice	August 16	September 24
Budget Public Hearing	August 20	September 28
Budget Adoption	August 21	September 29
Tax Rate Public Hearing	August 20	September 28
Tax Rate Adoption	August 21	September 29
Order Election	August 21	n/a

# Resolution Assuming Tax Rate

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- City Council Options:
  - Approve a resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2023-2024 assuming a property tax rate that *does not* exceed the voter-approval rate; or
  - Deny a resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2023-2024 assuming a property tax rate that *does not* exceed the voter-approval rate.

**Staff recommendation is to approve a resolution directing the City Manager to prepare a calendar for the orderly adoption of the property tax rate and annual operating budget for Fiscal Year 2023-2024 assuming a property tax rate that *does not* exceed the voter-approval rate.**

## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, DIRECTING THE CITY MANAGER TO PREPARE A CALENDAR FOR THE ORDERLY ADOPTION OF THE PROPERTY TAX RATE AND ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2023-2024 ASSUMING A PROPERTY TAX RATE THAT DOES NOT EXCEED THE VOTER-APPROVAL RATE.**

**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**, S.B. 2, also known as the Texas Property Tax Reform and Transparency Act of 2019, passed during the 2019 Texas legislative session, made significant changes to the property tax rate setting process; and

**WHEREAS**, the timing of various deadlines required by law for a municipality to pass an ad valorem tax rate is greatly dependent on whether the property tax rate exceeds or does not exceed the voter-approval tax rate; and

**WHEREAS**, Texas Election Code § 3.005 effectively makes August 21, 2023, the deadline to adopt a property tax rate above the voter-approval rate, as August 21, 2023, is the 78th day before the November uniform election date of November 7, 2023 and, therefore, the last day to order a general election; and

**WHEREAS**, Texas Tax Code § 26.05 effectively makes September 29, 2023, the deadline to adopt a property tax rate that does not exceed the voter-approval rate unless a delay occurs in the delivery of the certified tax rolls to the City; and

**WHEREAS**, the calculation of certain City Council meeting dates, public hearings, filings, and public notices occurring prior to the property tax rate adoption are dependent on the date City Council adopts a property tax rate; and

**WHEREAS**, the City Council desires to provide City staff with direction as staff prepares a calendar for the orderly adoption of the property tax rate and annual operating budget by this Council.

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

#### **Section 1**

The City Council hereby directs the City Manager to prepare a calendar for the orderly adoption of the annual operating budget and property tax rate assuming a property tax rate that does not exceed the voter-approval rate of 3.5%. The recitals set forth above in this Resolution are true and

correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

## **Section 2**

This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND SO RESOLVED** by the City Council of the City of Burleson, Texas, this \_\_\_\_\_ 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:** Police Department  
**FROM:** Billy J. Cordell, Chief of Police  
**MEETING:** July 10, 2023

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**SUBJECT:**

Consider approval of a memorandum of understanding with the National Insurance Crime Bureau to access ISO ClaimSearch, a repository of data associated with insurance claims.  
(Staff Contact: Tim Mabry, Lieutenant)

**SUMMARY:**

The National Insurance Crime Bureau (NICB) contracts with Verisk Analytics Inc. to provide law enforcement agencies and their personnel access to Verisk owned ISO ClaimSearch. ISO ClaimSearch is a repository of data associated with insurance claims. The Burleson Police Department has partnered with the NICB and has utilized ISO ClaimSearch for several years to thoroughly investigate crimes including, but not limited to, theft of motor vehicles, theft of trailers, theft of recreational vehicles and campers, theft of trailers, and fraud.

Approval of the MOU would allow the Burleson Police Department to continue to utilize ISO ClaimSearch as an investigatory tool. There is no cost associated with the MOU.

**OPTIONS:**

- 1) Approve the memorandum of understanding between the National Insurance Crime Bureau and the Burleson Police Department; or
- 2) Deny the memorandum of understanding

**RECOMMENDATION:**

- 1) Approve the memorandum of understanding between the National Insurance Crime Bureau and the Burleson Police Department

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

N/A

**FISCAL IMPACT:**

None.

**STAFF CONTACT:**

Tim Mabry  
Lieutenant  
[tmabry@burlesontx.com](mailto:tmabry@burlesontx.com)  
817-426-9883



# NICB Memorandum of Understanding

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Lieutenant Tim Mabry

July 10, 2023

# NICB

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- The National Insurance Crime Bureau (NICB) contracts with Verisk Analytics Inc. to provide law enforcement agencies and their personnel access to Verisk owned ISO ClaimSearch. ISO ClaimSearch is a repository of data associated with insurance claims. Through an existing MOU, the Burleson Police Department has partnered with the NICB and have utilized ISO ClaimSearch for several years to thoroughly investigate crimes including, but not limited to, theft of motor vehicles, theft of trailers, theft of recreational vehicles and campers, arson, and insurance fraud. Further, NICB staffs investigators who are available to provide investigatory support as needed.
- As an accountability measure, NICB periodically reestablishes MOUs with participating agencies. The terms of the MOU have not changed.
- Approval of the MOU would allow the Burleson Police Department to continue to utilize ISO ClaimSearch as an investigatory tool.
- There is no cost associated with the utilization of NICB or with this MOU.

# Options and Recommendation

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- Options

- Approve the memorandum of understanding between the National Insurance Crime Bureau and the Burleson Police Department
- Deny the memorandum of understanding

- Recommendation:

- Approve the memorandum of understanding between the National Insurance Crime Bureau and the Burleson Police Department

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# Questions/Comments

## **LAW ENFORCEMENT ISO CLAIMSEARCH ACCESS MEMORANDUM OF UNDERSTANDING**

This Law Enforcement ISO ClaimSearch Access Memorandum of Understanding (“MOU”) is made and entered into by and between the National Insurance Crime Bureau (“NICB”), an Illinois not-for-profit corporation located at 1111 E. Touhy Avenue, Suite 400, Des Plaines, Illinois 60018 and the law enforcement agency identified on the signature page hereto (“Agency”) (“NICB” and, together with “Agency,” hereafter referred to from time to time individually as “Party” or collectively as “the Parties”) and is effective as of the date of the last signature to this Agreement (“Effective Date”).

### **RECITALS**

WHEREAS, NICB is an Illinois not-for-profit corporation dedicated to fighting insurance-related crime and fraud, and gathering and disseminating information related to insurance crime and fraud for the benefit of NICB member companies, law enforcement, regulatory authorities and the general public; and

WHEREAS, Verisk Analytics Inc. (“Verisk”) owns ISO ClaimSearch, and NICB contracts with Verisk in order to credential and provide law enforcement agencies and their personnel access to ISO ClaimSearch on the condition that NICB pass through certain terms to the law enforcement agency;

WHEREAS, Agency is a law enforcement agency whose mission is to protect and serve the people of the applicable jurisdiction; and

WHEREAS, NICB and Agency desire to work together to exchange information and data that will allow both Parties to more easily detect and prevent insurance-related crime and fraud;

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

1. Access. Subject to the terms of this MOU, during the Term, NICB hereby grants to Agency a non-exclusive, non-transferable, non-assignable, limited, revocable right to allow employees with access credentials within their organization the right to access and use the ISO ClaimSearch for: (1) investigating or prosecuting crime, including but not limited to insurance-related crime and fraud; and (2) investigating or prosecuting individuals relevant to homeland security activity. (collectively the “Purpose”).
2. Access Credentials. In order to access the ISO ClaimSearch, Agency must appoint an administrator (“Administrator”) to receive access credentials to the ISO ClaimSearch. The Administrator, in turn, may designate individuals employed by Agency (“Designees”) to receive access credentials to ISO ClaimSearch.
3. Confidentiality.
  - A. All non-public information and data contained within ISO ClaimSearch pursuant to this Agreement shall be considered as confidential information

("Confidential Information"). Confidential Information shall be held in the strictest confidence and shall not be released, disseminated, used, accessed, copied, shared, transferred, or disclosed by Agency, except as strictly necessary for the Purpose.

- B. Confidential Information shall not include any information, however designated or marked, that: (i) is publicly available, or subsequently becomes publicly available, after the time it was communicated to the recipient through no breach of this MOU by the recipient; (ii) was in the recipient's possession free of any obligation of confidence prior to being communicated to the recipient by the disclosing party, or is in the recipient's possession free of any obligation of confidence subsequent to the time it was communicated to the recipient by the disclosing party; (iii) is independently developed by employees or agents, without use of the data contained in the ISO ClaimSearch, of the recipient and can be so proven by recipient; or (iv) is obtained by the receiving party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
  - C. It shall not be a violation of Section 3 of this MOU for Agency to disclose Confidential Information as required by standard legal procedure in order to prosecute crime. Further, disclosure is permitted in response to a lawful subpoena or other legal process served upon Agency or where applicable law requires the disclosure of Confidential Information, provided that: (i) if not prohibited under applicable law, Agency, prior to disclosing such information, gives reasonable written notice to NICB sufficient to permit NICB to seek a protective order if it so chooses; and (ii) in all cases, Agency discloses only that information that is legally required to be disclosed. For clarity, any of the Confidential Information Agency discloses pursuant to this Section 3. c. shall remain subject to the confidentiality requirements under this MOU for all other purposes.
4. Agency Obligations. In exchange for access to ISO ClaimSearch, the Agency agrees to comply with the following obligations:
- A. Administrator. Agency shall appoint an Administrator who shall be identified to NICB and shall be responsible for adding or removing Designees, as appropriate, as well as maintaining a list of active Designees. No Designee may be granted access to ISO ClaimSearch without Administrator approval. The Administrator shall be the Agency contact responsible for fulfilling Agency obligations required under this MOU.
  - B. Designees. Designees shall be restricted to active Agency employees who: (1) are in good standing and not under suspension for any criminal or civil violation, or under active criminal investigation or indictment ("Good Standing"); and (2) have a need to know the Confidential Information for the Purpose.

- C. Vetting. Agency shall have in place a vetting process to ensure minimum standards for each Designee to qualify for access to ISO ClaimSearch are met, including the following determinations for each Designee:
- i. the Designee's need for access;
  - ii. which level of access is required for the Designee and for what purpose;
  - iii. ensuring Designee's access conforms to this Agreement;
  - iv. ensuring Designee's access is based on the Designee's need to know in order to carry out the Purpose; and
  - v. documenting the above determinations.
- D. Responsibility. The Administrator shall be responsible for, and shall supervise and control, all Designee access to ISO ClaimSearch. The Administrator shall implement an internal process whereby Designee usage is documented and monitored to ensure that that Designee usage conforms with the Purpose and this MOU. Agency shall immediately notify NICB of any access or usage of ISO ClaimSearch that does not comply with this Agreement and shall prohibit Designee from any further access or usage of ISO ClaimSearch until future access is expressly approved, in writing, by NICB.
- E. Training. Agency shall ensure that Designees complete all training and certifications required in order to gain access; and all periodic training either assigned by NICB, the ISO ClaimSearch platform, or otherwise in order to maintain access.
- F. Termination of Access. Agency shall immediately terminate Designee's access to ISO ClaimSearch:
- i. when Designee's is no longer employed by Agency;
  - ii. when Designee no longer has a legitimate Purpose to have access to ISO ClaimSearch; or
  - iii. if a Designee is no longer in Good Standing.
- G. Privacy and Security Policies. Agency will, at all times, ensure that access and use of ISO ClaimSearch complies with the NICB Privacy and Security Policy, and the ISO Privacy and Security Policies, including any updates and amendments that may be issued from time to time.
- H. Controls for the Protection of Confidential Information. Agency shall maintain during the term of this MOU, and at all times thereafter in which Agency maintains Confidential Information in its possession or control, an information security program that provides for the administrative, technical, and physical safeguards designed to adequately protect the security and confidentiality of Confidential Information in Agency's possession or control in accordance with

applicable federal, state and local laws, rules, and regulations. At a minimum, Agency's safeguards for the protection of Confidential Information shall include:

- i. limiting access of Confidential Information to authorized employees;
  - ii. maintaining an adequate network firewall;
  - iii. securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including but not limited to devices with information storage capability;
  - iv. implementing secure storage and disposal of Confidential Information;
  - v. implementing authentication, and access controls within operating systems and equipment; and
  - vi. implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law and providing appropriate privacy and information security training to Agency employees.
5. Audits. NICB may issue a security assessment questionnaire and conduct independent onsite security assessments of Agency related to Agency's compliance this Agreement. For any onsite inspection, NICB will provide at least 30 days prior written notice. Such assessments shall not occur more than once per calendar year, at a time that minimizes operational interruptions to Agency. Agency's failure to adequately respond in a timely manner to a security assessment questionnaire, timely submit to an onsite inspection, or timely or adequately, in NICB's sole determination, remedy any compliance or security concern raised by NICB, may result in immediate suspension of Agency's ISO ClaimSearch access pursuant to Section 10 of the MOU.
6. Security Breach.
  - A. Notification. Agency shall promptly, but in no case later than 48 hours, notify NICB of any confirmed or based on a good faith determination by NICB or Agency there is a significant risk to Confidential Information unauthorized or improper access to or use or disclosure of Confidential Information while in the possession or control of Agency, its Administrator or its Designees ("Security Breach").
  - B. Mitigation and Cooperation. Agency shall promptly implement steps to remediate and mitigate the effects of any Security Breach. Agency shall cooperate with reasonable requests for information from NICB or its representatives regarding the Security Breach. To the extent possible, Agency shall promptly provide a written description of the number of individuals' data involved, the location (i.e., State) of the individuals, the amount of data involved, the type of data involved and any other relevant information

reasonably requested by NICB or as otherwise required to be provided by applicable law.

7. Representations and Warranties. Agency represents and warrants the following:
  - A. Agency is a professional, reputable, and trustworthy organization that serves the public.
  - B. Agency is not under suspension for any criminal or civil violation; or under active criminal investigation or indictment.
  - C. Agency will not provide access to any Designee who is not in Good Standing.
  - D. Agency, its Administrator, and its Designees have a justifiable reason for requiring access to ISO ClaimSearch that is consistent with the Purpose.
  - E. Agency either (a) has an established working relationship with NICB, or (b) will take steps in order to establish a new relationship with NICB.
  - F. Agency agrees to comply with all applicable federal, state, and local data privacy and security laws, rules and regulations, and applicable industry standards related to or concerning the protection of data.
8. Indemnity. To the extent permissible by law, Agency shall indemnify, defend and hold NICB harmless from all third-party lawsuits, claims, liabilities, damages, settlements, judgments, or expenses, including NICB's costs and reasonable attorney fees, which arise as a result of Agency's material breach of this Agreement, negligent acts or omissions, or willful misconduct.
9. Disclaimer of Warranties. Limited Use; No Reliance. Information contained within ISO ClaimSearch is provided "AS IS, WHERE IS" and intended to be used as investigative leads only, in support of investigations of criminal activity in accordance with the Purpose. Agency should not make prosecution decisions based solely upon information contained in ISO ClaimSearch. NICB HEREBY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE INFORMATION CONTAINED WITHIN ISO CLAIMSEARCH.
10. Term and Termination.
  - A. Term. This MOU shall commence as of the Effective Date and will remain in effect until either Party terminates this MOU by providing 30 days' written notice to the other party of the termination whereupon the MOU will terminate at the end of the 30-day notice period.
  - B. Immediate Termination. NICB may immediately terminate this MOU if the Agency materially breaches its obligations under this MOU.
11. Survival. Upon termination of this MOU, the provisions of this MOU concerning the ongoing interests of the parties shall continue and survive in full force and effect.

12. Assignment. Neither Party may assign or transfer any rights or obligations under this MOU without the prior written consent of the other Party. Any attempt to transfer all or part of either Party's rights or obligations without such consent is null and void and of no effect.
13. Notices. All notices between the parties will be in writing and will be delivered as follows, with notice deemed given as indicated (a) by personal delivery, when delivered personally; or (b) by overnight courier, upon the courier's confirmation of delivery. In either case, a copy shall be sent via email. Notices to the Agency will be sent to the email and address provided by Agency at the time of application for credentialing. Notices to NICB will be sent to the addresses, including e-mail addresses, set forth as follows, or such other address as is provided by notice as set forth herein:
- National Insurance Crime Bureau  
1111 E. Touhy Avenue, Suite 400  
Des Plaines, Illinois 60018  
Attn: General Counsel  
Email: pmartin@nicb.org; rcooper@nicb.org
14. Severability. Any term or provision of this MOU held to be illegal or unenforceable will, if possible, be interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof will not be affected.
15. No Waiver. The waiver of, or failure to enforce, any breach or default hereunder will not constitute the waiver of any other or subsequent breach or default.
16. No Joint Venture. The relationship of the parties hereunder will be that of two independent contracting parties, and nothing herein will be deemed to create a joint venture, partnership, agency or employer/employee relationship. In no event will either party be permitted to make any MOU, or represent that it is authorized to make any MOU, on behalf of the other party, without the prior written consent of such other party.
17. Entire Agreement. This MOU sets forth the entire agreement between the parties related to the subject matter herein, and supersedes any and all prior agreements, proposals, understandings, discussions, MOUs, and representations between them, whether written or oral. This MOU may be changed only by mutual MOU of the parties in writing. This MOU may be executed in counter-parts with electronic signatures to be deemed valid and binding.

*[Signatures immediately to follow on page 7 of 7]*

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

National Insurance Crime Bureau

Agency: \_\_\_\_\_

ORI or ORIs to which this MOU applies:

Signed: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Signed: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

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

---

## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** July 10, 2023

---

**SUBJECT:**

Consider approval of a resolution appointing the assistant city secretary to serve as acting city secretary in the absence of the city secretary and deputy city secretary. (*Staff Contact: Amanda Campos, City Secretary*)

**SUMMARY:**

The City Charter establishes the responsibilities of the City Secretary in Section 29 and provides for the appointment by the city council. The city council appointed Amanda Campos the city secretary in 2007 and perform the responsibilities.

The city charter and the code of ordinances does not clearly provide for the appointment of acting city secretary in the instances of absence of the city secretary. The statutory responsibilities of the city secretary in local government shall be required at all times for the city. The council recently passed a resolution allowing for the Deputy City Secretary to hold the authority of the City Secretary position in the absence of the City Secretary, however there are times when both the City Secretary and Deputy City Secretary are away from the office at the same time leaving a gap in some action that need to be done. This resolution clearly sets forward the city council appointment the assistant city secretary to hold the authority of the city secretary position when the city secretary and the deputy city secretary are absent from the office for a longer period than a day. The assistant city secretary shall have the authority to sign and attest for the city secretary as acting city secretary.

**OPTIONS:**

- 1) Approve the resolution
- 2) Approve the resolution with modifications
- 3) Deny the resolution

**RECOMMENDATION:**

Approval of the resolution

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

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

## RESOLUTION

**WHEREAS**, the City Council pursuant to City Charter Section 29 establishes the position of City Secretary and provides for the appointment by the city council; and

**WHEREAS**, the City Council appointed Amanda Campos as the City Secretary; and

**WHEREAS**, the position of City Secretary has statutory responsibilities that must be fulfilled at all times; and

**WHEREAS**, there are times when the City Secretary and the Deputy City Secretary may be out of the office at the same time and someone will need to fill the responsibilities; and

**WHEREAS**, the position of Assistant City Secretary is filled by a person who has the training and knowledge to be Acting City Secretary;

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

### SECTION 1.

That the city secretary may appoint Lisandra Leal, Assistant City Secretary as “acting city secretary” and she will perform the duties of the city secretary during the city secretary’s temporary absence or disability.

**PASSED, APPROVED AND SO RESOVED** by the City Council of the City of Burleson, Texas, on the 10th day of July, 2023.

**CITY OF BURLESON**

\_\_\_\_\_  
Chris Fletcher, Mayor

**ATTEST:**

*(City Seal)*

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

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## City Council Regular Meeting

**DEPARTMENT:** Public Works

**FROM:** Errick Thompson, P.E., Deputy Director of Public Works

**MEETING:** July 10, 2023

---

**SUBJECT:**

Consider approval of an Emergency Access Easement between IAM Properties-Burleson, LLC and the City of Burleson at 813 N Burleson Boulevard. (*Staff Contact: Errick Thompson, Deputy Director of Public Works*)

**SUMMARY:**

Fitz William Investment Group, Inc. proposes redevelopment of the Burleson Equine Hospital site at 755 N. Burleson Boulevard. A fire lane is proposed as part of the site's redevelopment to meet the current fire code regulations. Existing buildings on the property were constructed in the 1960s prior to current FEMA-designated floodplains.

A portion of this property is located within a FEMA-designated floodplain and will require a flood study. The developer proposes to reclaim a portion of the floodplain for development. City staff has reviewed the preliminary flood study information to ensure that required floodplain regulations have been met. The flood study shows that the proposed buildings and fire lane are removed from the floodplain except for the drive approaches to N. Burleson Blvd.

To ensure emergency vehicles would have access to the property in the event of a flood, the developer worked with the property owner of Metal Mart, IAM Properties-Burleson, LLC, to the north to obtain an emergency access easement across their property. City staff and Fire Marshal have reviewed the information and support the proposed emergency access easement. This emergency access easement will be granted to the City of Burleson by IAM Properties-Burleson, LLC, to prevent abandonment without the City's approval.

**OPTIONS:**

- 1) Approve an Emergency Access Easement between IAM Properties-Burleson, LLC and the City of Burleson at 813 N Burleson Boulevard.
- 2) Deny an Emergency Access Easement between IAM Properties-Burleson, LLC and the City of Burleson at 813 N Burleson Boulevard.

**RECOMMENDATION:**

Approve an Emergency Access Easement between IAM Properties-Burleson, LLC and the City of Burleson at 813 N Burleson Boulevard.

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

N/A

**FISCAL IMPACT:**

The developer of 755 N. Burleson Blvd will be responsible for all expenses

**STAFF CONTACT:**

Errick Thompson, P.E.  
Public Works Deputy Director  
[ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
817-426-9610

# EMERGENCY ACCESS EASEMENT

IAM Properties-Burleson, LLC  
(Metal Mart)



# BACKGROUND

## EXISTING BURLESON EQUINE HOSPITAL SITE

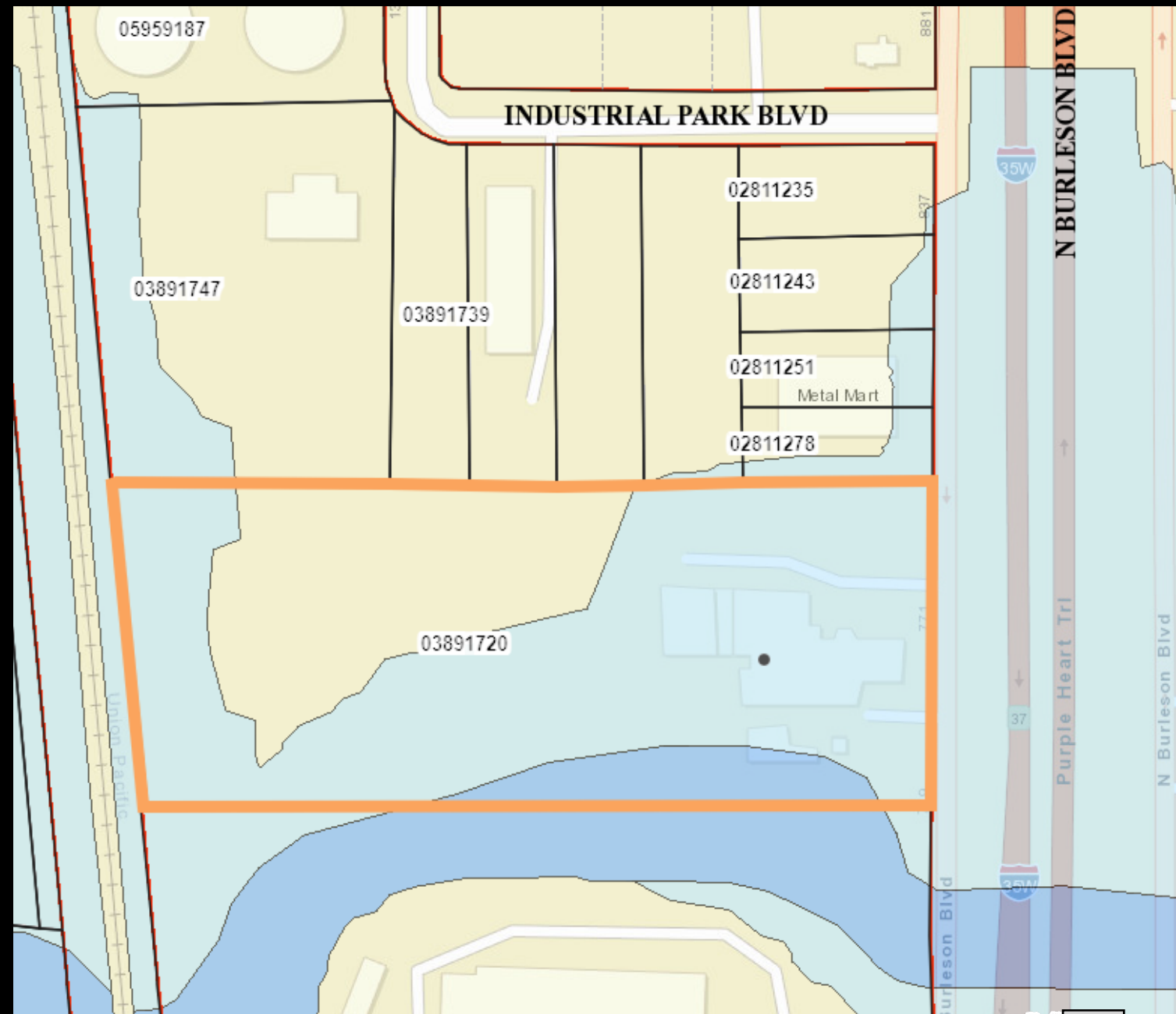
Structures built in 1960s prior to current FEMA-designated floodplain

Portion of property in FEMA-designated floodplain (light blue) and portion in floodway (darker blue)

Current floodplain regulations do not allow new structures without reclamation - buildings

Current standards require fire lane outside of floodplain

Developer has worked with neighbor to the north to secure emergency access outside of floodplain



Source: Tarrant Appraisal District

# PROPOSED REDEVELOPMENT

## REDEVELOPMENT OF EXISTING BURLESON EQUINE HOSPITAL

Flood study to reclaim portion of floodplain for development - buildings and fire lane out of floodplain

Existing drive approaches to property are under one to two feet of water during flood



# IAM BURLESON- PROPERTIES, LLC

## EMERGENCY ACCESS EASEMENT

Private agreement between Developer of Burleson Equine Hospital site and IAM Burleson Properties, LLC

Both existing drives will be improved as part of the project

North drive - under less than 0.5 feet depth of water during flood

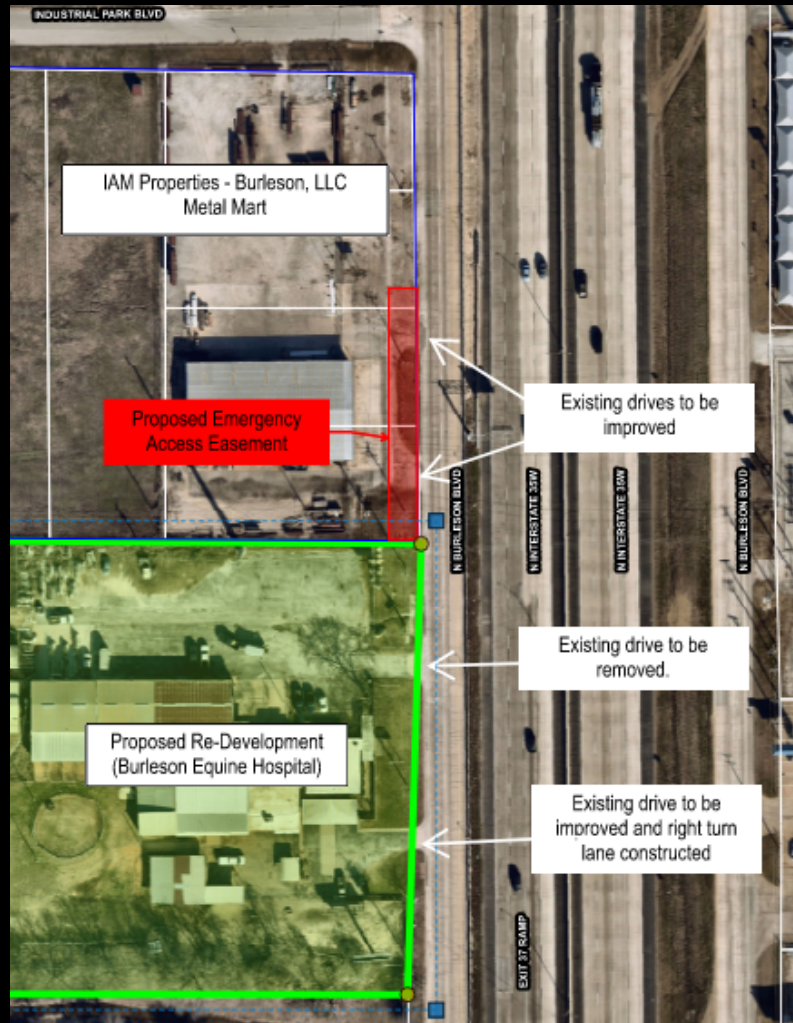
Easement will provide access for emergency vehicles in the event of a flood - not intended for every day access to re-developed site

Easement will be dedicated to the City of Burleson to prevent abandonment without City approval



# PROPOSED REDEVELOPMENT

Preliminary concepts for redevelopment to proceed after emergency access issue is resolved



# REQUESTED ACTION



**APPROVE AN EMERGENCY  
ACCESS EASEMENT BETWEEN  
IAM PROPERTIES-BURLESON,  
LLC AND THE CITY OF  
BURLESON AT 813 N.  
BURLESON BOULEVARD**



**DENY AN EMERGENCY ACCESS  
EASEMENT BETWEEN IAM  
PROPERTIES-BURLESON, LLC  
AND THE CITY OF BURLESON  
AT 813 N. BURLESON  
BOULEVARD**



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

**EMERGENCY ACCESS EASEMENT**

STATE OF TEXAS                    )  
  )  
COUNTY OF TARRANT        )                    KNOW ALL MEN BY THESE PRESENTS:

THIS EMERGENCY ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, by and between IAM Properties-Burleson, LLC, a Texas limited liability company whose address is 813 N Burleson Blvd., Burleson, TX 76028 ("**Grantor**") and the City of Burleson, whose address is 141 W Renfro Street, Burleson, TX 76028, Attn: City of Burleson's Secretary ("**Grantee**"); Grantor and Grantee hereinafter referred to collectively as the "**Parties**"), for the consideration and purposes set forth herein.

WHEREAS, Grantor is the owner of that certain three (3) tracts of real property: Lot 2 Block 1 South Freeway Industrial Park, Burleson, TX, Lot 3 Block 1 South Freeway Industrial Park, Burleson, TX, Lot 4, Block 1 South Freeway Industrial Park, Burleson, TX, more particularly described on **Exhibit "A"** attached hereto, and

WHEREAS, Grantee desires to obtain from Grantor, and Grantor has agreed to provide an emergency access easement to Grantee for vehicular and pedestrian access to and from, upon and over 0.114 acres or 4,954 SQ. FT. (collectively referred to as the "**Emergency Access Easement**") as more particularly described on **Exhibit "A"**.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Access Easement.** Grantor hereby grants to Grantee and its successors and assigns the non-exclusive vehicular and pedestrian access over, upon, and across the Emergency Access Easement, for the purpose of providing ingress, egress and access to and from for emergency purposes, to include but not limited to, fire or medical emergencies. Grantee and its employees, independent contractors, consultants, tenants, agents, licensees and invitees may use the Emergency Access Easement for emergency purposes. Grantor covenants and agrees that Grantee

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shall have all rights and benefits necessary or convenient for the full enjoyment or use of Emergency Access Easement including, without limitation, the free right to remove from said Emergency Access Easement, any fences, buildings or other obstructions as may now be found upon said Emergency Access Easement. Grantor shall not construct or permit to be constructed any houses, structures, lakes, ponds, dams or other obstructions upon the Easement which would interfere with Grantee's exercise and use of the Emergency Access Easement. Grantee shall have the right from time to time to cut and keep clear trees, undergrowth and other obstructions on the Emergency Access Easement that may endanger or interfere with Grantee's use or ability to use the Emergency Access Easement.

2. Maintenance. Grantor expressly acknowledges that Grantee shall not bear any responsibility or liability for the maintenance or repair of the Emergency Access Easement.

3. Miscellaneous.

a. Entire Agreement. Notwithstanding any terms, provisions or conditions of any other documents or instruments to the contrary, this Agreement constitutes the entire agreement among the Parties hereto as to the subject matter hereof, and the Parties do not rely upon any statement, promise or representation not herein expressed.

b. Amendments. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by an agreement in writing signed by the Parties hereto.

c. Governing Law. This Agreement shall be deemed to be a contract under the laws of the State of Texas which is performable in Tarrant County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

d. Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

e. Binding on Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns and shall be deemed to be a covenant running with the land.

f. No Partnership. Nothing contained herein shall be construed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. In addition, this Agreement is not intended to create any third-party beneficiary except as otherwise provided.

g. Notices. Any notice hereunder must be in writing, and shall be effective when deposited in the United States Mail, Certified (Return Receipt Requested), or with a recognized

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overnight courier service, addressed to the parties as set forth below (or as may be designated from time to time as provided in this Section 3.g), or when actually received by the party to be notified:

To Grantor:           IAM Properties-Burleson, LLC  
                              813 N. Burleson Blvd.  
                              Burleson, TX 76028

To Grantee:            City of Burleson  
                              141 W Renfro Street  
                              Burleson, TX 76028  
                              Attention: City Secretary

*(Signatures & Acknowledgements to Follow)*

EXECUTED to be effective as of the date first written above.

GRANTOR:

By: IAM Properties-Burleson, LLC

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

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

STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of IAM Properties-Burleson, LLC, a Texas limited liability company on behalf of said limited liability company.

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

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Emergency Access Easement

EXECUTED to be effective as of the date first written above.

GRANTEE:

\_\_\_\_\_  
By: City of Burleson

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

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

STATE OF TEXAS                   §

COUNTY OF TARRANT           §

This instrument was acknowledged before me on    this the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_, on behalf  
of the City of Burleson.

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

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\_\_\_\_\_  
Emergency Access Easement

**APPROVED AS TO FORM:**

---

Allen Taylor, City Attorney

Exhibit "A" – Description of Emergency Access Easement

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Emergency Access Easement

# EXHIBIT "A"

## Description of Emergency Access Easement



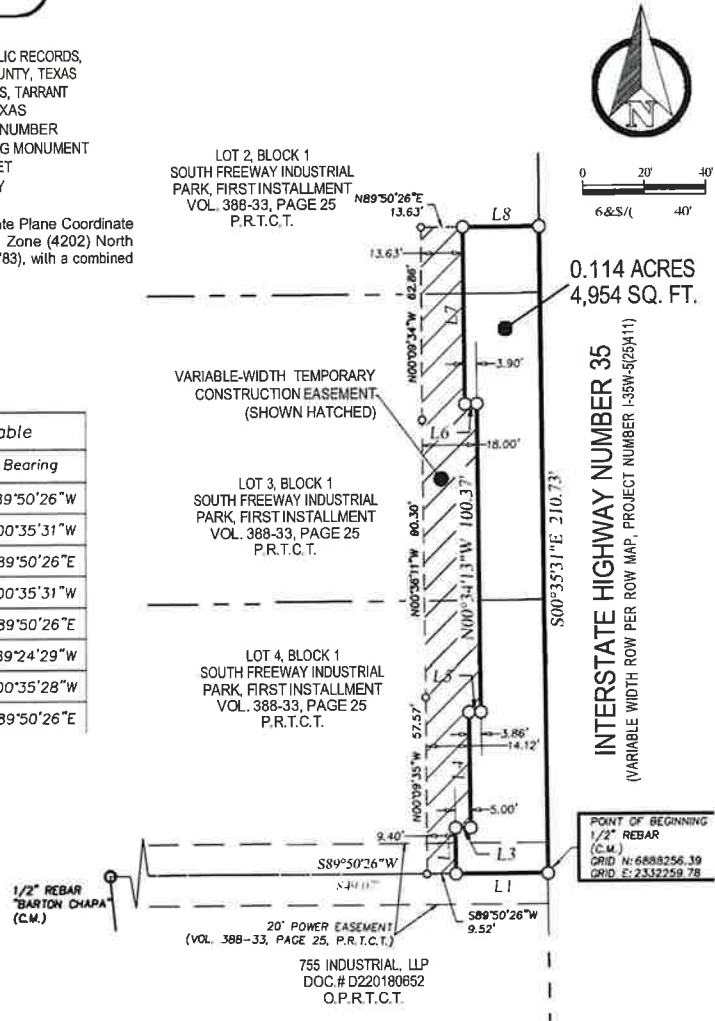
### LEGEND OF ABBREVIATIONS

- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS, TARRANT COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY

### NOTE:

Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), with a combined scale factor of 1.00012.

Line Data Table		
Line #	Distance	Bearing
L1	30.00'	S89°50'26"W
L2	15.00'	N00°35'31"W
L3	5.00'	N89°50'26"E
L4	37.66'	N00°35'31"W
L5	3.86'	N89°50'26"E
L6	3.90'	S89°24'29"W
L7	57.73'	N00°35'28"W
L8	25.00'	N89°50'26"E



Z:\Project Data\Survey\900 - INDIVIDUALS\2022\267 - Burleson Industrial Park\Drawings

## DEPARTMENT MEMO

**DEPARTMENT:** Finance  
**FROM:** Martin Avila, Finance Director  
**MEETING:** July 10, 2023

**SUBJECT:**

Consider approval of a resolution amending City Council Policy #32, Financial Policy, and adopting City Council Policy #41, Debt Management Policy. *(Staff Presenter: Martin Avila, Director of Finance)*

**SUMMARY:**

The purpose of this newly formed policy is to establish parameters and provide guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

A debt management policy:

- Enhances the quality of decisions by providing transparency of the process
- Promotes consistency and continuity in decision making
- Contributes to fiscal sustainability
- Identifies objectives for staff to implement
- Demonstrates a commitment to longer term financial planning objectives
- Improves rating agencies review process

The City's financial policies provide a road map on key aspects of the financial operations. Staff will review the financial policy on an annual basis and will recommend updates as needed. Council adopted City Council Policy #32, Financial Policy on July 2, 2018, and the last update approved by Council was on June 21, 2021. A redline version of the financial policies is provided for review. Key updates focus on current processes, frequency of meetings, timeline requirements, and new debt policy.

During the June 20, 2023 Regular City Council meeting, staff presented City Policy #41 and City Policy #32. Council provided recommendations on Policy #32 regarding budget level controls, frequency of meetings, and timing of Finance Committee reporting to Council. These recommendations have been incorporated into the policy.

**OPTIONS:**

Approve or deny the resolution approving Policy #41 and Policy #32

**RECOMMENDATION:**

Staff recommends approval of resolution

**FISCAL IMPACT:**

Budgeted Y/N: NA

Fund name:

Account number:

Project number:

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

Presented to Finance and Internal Service Committee on March 13, 2023. Committee motioned to present a report on the Debt and Financial Policy to the City Council in June 2023.

Presented to City Council on June 20, 2023. Council recommended some updates and staff have incorporated those updates.

**STAFF CONTACT:**

Martin Avila

Finance Director

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

817-426-9651



# Debt and Financial Policies

---

*Presented to City Council on July 10, 2023*

# Finance and Internal Service Committee

---

- Proposed new Debt Policy #41 and proposed amended Financial Policy #32 presented to Finance and Internal Service Committee on March 13, 2023.
- Committee motioned for staff to present this to City Council as a work session item in June.

# Debt Policy

---

- Debt is currently discussed in the Financial Policies
- Developing a stand alone debt policy:
  - Provides transparency of process
  - Promotes consistency and continuity in decision making
  - Contributes to fiscal sustainability
  - Identifies objectives for staff to implement
  - Demonstrates a commitment to longer term financial planning objectives
  - Improves rating agencies review process

# Debt Policy Focus

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- Not issue debt to finance current operation.
- Issue debt for capital projects and capital equipment
- Types of debt financing
  - General Obligations Bonds
  - Certificate of obligation bonds
  - Lease/purchase agreements
  - Other obligations permitted by Texas law
- Review impact of debt service requirements over a period of time
  - Debt capacity
  - 5 year Capital Improvement Plan
- Work closely with City's Financial Advisor and Bond Counsel

# Debt Policy - Measurement

---

- Ensure the flexibility to meet future capital needs
- Maximum Maturity – earlier of
  - Estimate useful life of Capital Improvement/Equipment being financed
  - 20 years except for special purpose debt as determined by City Council which may be finance for periods consistent with the purpose of the debt
  - Refinancing debt, the final maturity of the debt obligations being refinanced.
- Monitor and report debt to City Council at least annually
  - Budget process
- Evaluate debt capacity

# Debt Policy – Measurement (Con't)

---

- Evaluate debt capacity
  - 5 year CIP Plan
  - Growth of the City
  - Reduce levels of debt service payments over life of existing bonds
- Self-supporting debt
  - Bonds backed with general obligation pledge
    - Strong bond rating for lower interest rate than revenue bonds
  - Debt service payments supported by revenues generated from respective fund.
    - 4A Economic Development Corporation
    - 4B Community Service Corporation
    - Water and Waste Water Operations
    - Tax Increment Financing (TIF)

# Debt Policy – Measurement (Con't)

- Net Debt Per Capita
  - Amount of debt outstanding per citizen
  - Tax supported debt
  - Strive to be “at or below \$3,000”
  - Current Net Debt per Capita is \$1,181
    - Low due to overall tax supported debt has been reduced
  - Historically it has been as high as \$1,634

Fiscal Year Ended 9/30	Estimated City Population <sup>(1)</sup>	Taxable Assessed Valuation <sup>(2)</sup>	Taxable Assessed Valuation Per Capita	(Net) G.O. Tax Debt Outstanding at End of Year <sup>(3)</sup>	Ratio of (Net) G.O. Tax Debt to Taxable Assessed Valuation	(Net) G.O. Tax Debt Per Capita	% of Total Tax Collections
2018	43,960	\$ 3,631,532,375	\$ 82,610	\$ 71,847,552	1.98%	\$ 1,634	99.64%
2019	45,846	4,008,018,365	87,424	71,437,552	1.78%	1,558	99.60%
2020	45,620 <sup>(6)</sup>	4,393,345,069	96,303	66,976,129	1.52%	1,468	99.01%
2021	46,540	4,707,770,267	101,155	59,462,359	1.26%	1,278	99.95%
2022	47,730	4,778,035,520	100,106	56,357,367 <sup>(4)</sup>	1.18% <sup>(4)</sup>	1,181 <sup>(4)</sup>	94.47% <sup>(5)</sup>

2022 Official Statement

# Debt Policy – Measurement (Con't)

- Net Debt to Assessed Value Ratio
  - Fiscal capacity of the tax base
  - Strive to be “at or below 3%
  - Current ratio is 1.18%
    - Low due to reduction of debt over the last 4 years
  - Historically, ratio has been as high as 1.98%

SELECTED FINANCIAL INFORMATION							
Fiscal Year Ended 9/30	Estimated City Population <sup>(1)</sup>	Taxable Assessed Valuation <sup>(2)</sup>	Taxable Assessed Valuation Per Capita	(Net) G.O. Tax Debt Outstanding at End of Year <sup>(3)</sup>	Ratio of (Net) G.O. Tax Debt to Taxable Assessed Valuation	(Net) G.O. Tax Debt Per Capita	% of Total Tax Collections
2018	43,960	\$ 3,631,532,375	\$ 82,610	\$ 71,847,552	1.98%	\$ 1,634	99.64%
2019	45,846	4,008,018,365	87,424	71,437,552	1.78%	1,558	99.60%
2020	45,620 <sup>(6)</sup>	4,393,345,069	96,303	66,976,129	1.52%	1,468	99.01%
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2022	47,730	4,778,035,520	100,106	56,357,367 <sup>(4)</sup>	1.18% <sup>(4)</sup>	1,181 <sup>(4)</sup>	94.47% <sup>(5)</sup>

2022 Official Statement

# Debt Committee

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- Finance and Internal Service Committee
  - Designated as the Debt Committee
  - Oversee the debt policy
  - Shall meet as needed throughout the fiscal year.

2022 Official Statement

# Financial Policy

# Financial Policy Update

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- Last update was on 6/21/2021
- Proposed updates are focused on:
  - Current processes
  - Frequency of meeting
  - Timeline requirement
  - New Debt Policy

# Financial Policy Update

---

- Statement of Purpose (Page 1)

The more specific purpose is to provide guidelines to ~~the Finance Director Management~~ in planning and directing the City's ~~day-to-day financial affairs~~ and in developing recommendations to ~~the City Manager and~~ City Council.

The scope of the financial policies include the City's investment, debt and continuing disclosure policies covering areas such as ~~se policies generally spans, among other issues,~~ accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, debt management, and planning concepts, in order to:

Focus on providing guidelines to Management

Expansion of Financial Policy to include Investment, Debt and Continuing Disclosure Policies

# Financial Policy Update

---

- General Implementation and Compliance Guidelines (Pages 1 & 2)

A. FINANCE COMMITTEE. The Finance and Internal Services City Council Committee, the City Manager, and the Finance Director shall be designated as the Finance Committee. The committee ~~will may~~ meet ~~quarterly~~ quarterly, or as needed. ~~The committee will report to the City Council on the next City Council meeting. The committee will report to the City Council within 10-14 days after each meeting.~~ The function of the committee will be:

Meet quarterly. Removed reporting requirement to report to City Council within 10-14 days after each meeting.

- 1) Fiscal policy review
- 2) Auditor selection recommendation
- 3) Investment and Debt policy review and guidance
- 4) Long-range planning

C. IMPLEMENTATION, COMPLIANCE, ACCOUNTABILITY AND REVIEW. The Finance Director will be ~~accountable~~ responsible for implementing these policies and will, to the best of his or her knowledge, make the City Manager, Finance Committee and the City Council aware of any variances in practice from these policies or any other deviation from prudent financial practices in accordance with GAAP, the city charter, state laws and/or ethics of the profession. ~~Any variances will be presented at quarterly meetings of the Finance Committee, unless there is a need for a special meeting.~~

Revised wording to “responsible”. Removed last sentence regarding quarterly meeting.

# Financial Policy Update

---

- Accounting, Auditing, and Financial Reporting (Page 2)

- A. ACCOUNTING. The City is solely responsible for the reporting of its financial affairs, both internally and externally. The City Manager is the City's Chief Fiscal Officer and the head of the administrative branch of the City government. ~~The Director of Finance is appointed by the City Manager to have full charge of the administration of the financial affairs of the City. The City Manager may delegate some or all of the financial administration but will maintain supervisory authority over all functions~~ as specified in the City's Charter Article VII, Section 68.
- B. AUDITING. An independent certified public accounting (CPA) firm will perform annual financial audits.
- 3) Timing. The auditor's report on the City's financial statements will be completed within ~~185~~0 days of the City's fiscal year end.
- 4) Management Letter. The independent CPA firm shall provide a management letter, if one is issued, no later than March 31 following the end of each fiscal year. The auditor will prepare and will jointly review the management letter with the Finance Committee ~~within 20 working days of its receipt by the staff. Within 10 days of this joint review,~~ the Finance Director shall respond in writing to the City Manager and City Council regarding the auditor's management letter, addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor's report upon the resolution of any issues resulting from the joint review.

Revised wording to say City Manager may delegate some or all of the financial administration but will maintain supervisory authority over all functions.

Revised timeline to complete annual financial report from 150 days to 180 days. Aligned with State requirements.

Removed timeline for communicating management letter.

# Financial Policy Update

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- Section B. Audit – continued (Page 3)

~~7) Auditor Accountability to Staff. The following will be provided to City Staff by the auditor:~~

- ~~a. Hourly time sheets accounting for time spent both by audit phase and level of auditor will be submitted to the City on a monthly basis.~~
- ~~b. Copies of all work papers, either electronically or on paper, will be furnished to the City upon completion of the audit. Originals will be maintained at the auditor's office.~~

Removed section

# Financial Policy Update

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- C. Financial Reporting (Page 3)

- 1) External Reporting.

- a. Scope. The Annual Comprehensive Financial Report shall be prepared in accordance with generally accepted accounting principles (GAAP).
    - b. Timing. The Report shall be presented to the Council within ~~18~~50 calendar days of the City's fiscal year end. If City staffing limitations preclude such timely reporting, the Finance Director will inform the City Council of the delay and the reasons thereof.
    - c. Awards. The Report shall be presented annually to the Government Finance Officer's Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting. ~~(For a discussion of this award, see XI.C. below).~~

Minor changes. Revised number of days from 150 to 180.

- ~~2)~~ Internal Reporting. The Finance Department will prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs. Internal financial reporting objectives are addressed throughout these policies. ~~(See Section IV, Budgeting, C. Reporting, below).~~

# Financial Policy Update

- Operating Budget (Page 4)

B. BALANCED BUDGET. The operating budget will be balanced with current revenues and other resources greater than or equal to current expenditures/expenses. Use of beginning balances and other reserves to balance operations will be will be discussed with City Council during the budget process.~~disclosed in the document with the underlying rationale.~~

- Revenue Management (Page 5)

5) DIVERSIFICATION AND STABILITY. In order to protect from fluctuations in a revenue source due to changes~~fluctuations~~ in the economy and variations in weather, a diversified revenue system will be maintained ~~which has a stable source of income to provide stability. This stability is also achieved by a balance between elastic and inelastic sources of revenues.~~

6) GRANTS AND RESTRICTED REVENUES. In order to maintain flexibility in the revenue system, grants and restricted revenues~~restricted revenues will be kept to a minimum, and~~ shall be pursued on a cost-benefit basis. All grants and other federal/state, and restricted funds shall be managed and accounted to comply with the laws, regulations, and guidance of the grantor.

Revised wording

# Financial Policy Update

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- Revenue Management (Page 7)

- 7) REVENUE MONITORING. Revenues received will be ~~regularly~~ compared to budgeted revenues through out the fiscal year and significant variances will be investigated. ~~This process will be summarized in the appropriate budget report.~~

Updated to current process

- Expenditure Control (Page 8)

- A. APPROPRIATIONS. The level of budgetary control is at the fund level for all operating funds~~Department level budget in the General and Enterprise Funds, and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, these must be approved by the City Council.~~ Budget appropriations amendments at lower levels of control, which is defined as transfers ~~that increase budgetary fund balances~~, shall be made in accordance with the applicable administrative procedures.

Update to current process

# Financial Policy Update

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- Expenditure Control (Page 9)

H. AUTHORIZATION OF PAYMENT. Two signatures are required to conduct business of behalf City of Burleson, Texas. ~~Both~~<sup>OTH</sup> the City Manager and the Director of Finance, or their designee(s), are hereby authorized to execute the required Agreement with the Bank Depository. Designee(s) who are authorized to transact business on behalf of the City Manager are a City of Burleson's Deputy City Manager or the City Secretary. The designee who is authorized to transact business on behalf of the Director of Finance is the City of Burleson's Assistant Director of Finance and Controller. ~~Payments may use reproducible authorized signature(s) or ACH (automated clearinghouse)~~

Revise and update to current process

- Capital Budget and Program (page 11)

A. PREPARATION. The City will ~~endeavor to~~ develop a 5 year capital improvement plan (CIP) budget to include all capital projects being considered and all resources for capital funding. The budget will be prepared on a fiscal year ending calendar and reported annually. The 5 year CIP capital budget will be prepared by Department Director and presented to City council during the budget process. ~~the~~ Finance Director will work closely with Department to ensure funding capacity is available. ~~with the involvement of all department staff as needed.~~

# Financial Policy Update

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- Fund Classification (Page 13)

- 1) General Fund

- ~~i. 001 General Fund~~
- ~~ii. 002 General Fund — Health Insurance — Assigned~~

- 2) DEBT SERVICE FUNDS RESTRICTED:

- ~~i. 201 Debt Service Fund — General — Restricted~~
- ~~ii. 202 4B Sales Tax Debt Service — Restricted~~
- ~~iii.i. 203 4A Sales Tax Debt Service — Restricted~~

- 4) CAPITAL PROJECT FUNDS NON-BONDED - COMMITTED

- ~~i. 301 Street Paving Trust — Committed~~
- ~~ii. 302 Park Dedication Fund — Committed~~
- ~~iii. 352 Miscellaneous Capital Projects — Committed~~
- ~~iv. 351 4A Sales Tax Capital Project Fund — Committed~~
- ~~v. 350 4B Sales Tax Capital Project Fund — Committed~~
- ~~vi. 353-354 Mineral Lease Funded Capital Projects — Committed~~

- 3) SPECIAL REVENUE FUNDS RESTRICTED/COMMITTED

- ~~i. 101 General Government SRF — Restricted~~
- ~~ii. 102 Public Safety SRF — Restricted~~
- ~~iii. 103 Public Works SRF — Restricted~~
- ~~iv. 104 Culture & Recreation SRF — Restricted~~
- ~~v. 105 Hotel/Motel SRF — Restricted~~
- ~~vi. 106 BCDC 4B Sales Tax SRF — Restricted~~
- ~~vii. 107 Public Safety Grants SRF — Restricted~~
- ~~viii. 109 Culture & Recreation Grant SRF — Restricted~~
- ~~ix. 110 BCDC 4A Sales Tax SRF — Restricted~~
- ~~x. 113 Economic Development Incentive SRF — Restricted~~
- ~~xi. 114 TIF #2 SRF — Restricted~~
- ~~xii. 115 Traffic Safety SRF — Restricted~~
- ~~xiii. 116 Parks Performance SRF — Committed~~
- ~~xiv.i. 117 General Government Grants SRF — Restricted~~

# Financial Policy Update

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- Fund Classification (Page 14)

## 4) CAPITAL PROJECT FUNDS NON-BONDED - COMMITTED

- i. ~~301 Street Paving Trust — Committed~~
- ii. ~~302 Park Dedication Fund — Committed~~
- iii. ~~352 Miscellaneous Capital Projects — Committed~~
- iv. ~~351 4A Sales Tax Capital Project Fund — Committed~~
- v. ~~350 4B Sales Tax Capital Project Fund — Committed~~
- vi. ~~353-354 Mineral Lease Funded Capital Projects — Committed~~

- 4) ~~When it is appropriate for fund balance to be assigned, the Council delegates that authority to the Director of Finance.~~

Removed wording. Assigning fund balance should be approved by City Council

# Financial Policy Update

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- Debt Management (Page 15-17)

B. ~~TYPES OF DEBTS~~ DEBT MANAGEMENT The City's Debt Management Policy establishes parameters and provides guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by te City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

- a. ~~SHORT TERM DEBT.~~ Pursuant to the City Charter, tax anticipation notes ("TAN") will be retired annually and will not exceed 25% of anticipated taxes. Bond anticipation notes ("BAN") will be retired within six months of completion of the project. Any short term debt outstanding at year end will not exceed 5% (including TAN but excluding BAN) of net operating revenues.
- b. ~~LONG TERM DEBT.~~ Long term debt will not be used for operating purposes, and the life of a bond issue will not exceed the useful life of a project financed by that bond issue.
- c. ~~SELF-SUPPORTING DEBT.~~ When appropriate, self-supporting revenues will pay debt service in lieu of tax revenues.

Update to reference debt policy and remove debt information from this policy

# Financial Policy Update

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- Debt Management (Page 15-17)

B. ~~TYPES OF DEBTS~~ DEBT MANAGEMENT The City's Debt Management Policy establishes parameters and provides guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

- a. ~~SHORT TERM DEBT.~~ Pursuant to the City Charter, tax anticipation notes ("TAN") will be retired annually and will not exceed 25% of anticipated taxes. Bond anticipation notes ("BAN") will be retired within six months of completion of the project. Any short-term debt outstanding at year-end will not exceed 5% (including TAN but excluding BAN) of net operating revenues.
- b. ~~LONG TERM DEBT.~~ Long-term debt will not be used for operating purposes, and the life of a bond issue will not exceed the useful life of a project financed by that bond issue.
- c. ~~SELF-SUPPORTING DEBT.~~ When appropriate, self-supporting revenues will pay debt service in lieu of tax revenues.

Update to reference debt policy and remove debt information from this policy

# Financial Policy Update

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- Awards, Credentials and Recognition (Page 19)

The City will strive to maintain a high level of excellence in its accounting policies and practices as it prepares its Financial Report. The Report will be presented to the Government Finance Officers Association (GFOA) for review of qualifications necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting. Additionally, the City will submit its annual budget to GFOA for consideration for Distinguished Budget Award, and submit Investment Policy to obtain the Certificate of Distinction from the Government Treasurers' Organization of Texas.

Add GTOT Distinction

# Financial Policy Update

- Attachment A – Authorized Individuals for Wire Transfers

Any **two** individuals listed below are hereby authorized to:

1. Execute wire transfers for security purchases executed on a delivery vs payment basis and for which custodial safekeeping is maintained at an approved institution.
2. Execute wire transfers to approved investment pools and paying agents.
3. Make a wire transfer for any other purpose. Any revision, addition or deletion involving an approved custodial agent, investment pool, or paying agent. .

~~The City Council shall approve the additions or deletions of any custodial agent, investment pool, or paying agent as shown in attachment "A", "B" and "C".~~ Revisions will be provided to the Finance Committee at their next ~~regularly~~ scheduled meeting.

*Director of Finance*  
*City Manager*  
*Deputy City Manager*  
*Assistant Finance Director*  
*Controller*  
*Chief Accountant*  
*Senior Accountant*  
*Supervisory Accountant*

Changes to Attachment A will be approved as part of the Financial Policy.

# Council Action

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- Option 1
  - Approve resolution on Council Policy #41, Debt and Council Policy #32, Financial Policy
- Option 2
  - Deny resolution on Council Policy #41 and Council Policy #32, and provide staff guidance on revisions
- Staff Recommends approval of resolution

# QUESTIONS/COMMENTS

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING COUNCIL POLICY NUMBER 32 AND ADOPTING COUNCIL POLICY NUMBER 41.**

**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 desires to amend City Council Policy No. 32, Financial Policy, to provide guidelines to City management in planning and directing the City’s finances and in developing recommendations to the City Council; and

**WHEREAS**, the City desires to adopted a new policy, specifically City Council Policy No. 41, Debt Management, to provide guidance to City management in issuing, managing, evaluating, and reporting all debt obligation issued by the City; and

**WHEREAS**, the City Council finds that the policies described herein will serve the public health, safety and welfare of the citizens of the City and the interests of the City.

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

#### **Section 1.**

City Council Policy No. 32, Financial Policy, and City Council Policy No. 41, Debt Management, attached hereto as Exhibit “A” and incorporated herein by reference for all purposes, are both hereby approved and adopted.

#### **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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

## City of Burleson, Texas

### FINANCIAL POLICY STATEMENTS

Proposed Revisions ~~6/21/2021~~ 7/10/2023

#### I. STATEMENT OF PURPOSE

The intent of the ~~following~~ Financial Policy and Financial Management Policy is to enable the City to achieve a long-term stable and positive financial condition. The guiding principles of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The more specific purpose is to provide guidelines to ~~the Finance Director~~ Management in planning and directing the City's ~~day-to-day financial affairs~~ and in developing recommendations to ~~the City Manager and~~ City Council.

The scope of the financial policies include the City's investment, debt and continuing disclosure policies covering areas such as ~~se policies generally spans, among other issues,~~ accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, debt management, and planning concepts, in order to:

- a. present fairly and with full disclosure the financial position and results of financial operations of the City in conformity to generally accepted accounting principles (GAAP) as set forth by the governmental accounting standards board (GASB), and
- b. determine and demonstrate compliance with finance related legal and contractual issues in accordance with provisions of the Texas Local Government Code and other pertinent legal documents and mandates.

#### II. GENERAL IMPLEMENTATION AND COMPLIANCE GUIDELINES

- A. FINANCE COMMITTEE. The Finance ~~and Internal Services City Council~~ Committee, the City Manager, and the Finance Director shall be designated as the Finance Committee. The committee ~~will may~~ meet at least quarterly ~~quarterly, or as needed. The committee will report to the City Council on the next Regular City Council meeting. The committee will report to the City Council within 10-14 days after each meeting.~~ The function of the committee will be:

- 1) Fiscal policy review
- 2) Auditor selection recommendation
- 3) Investment and Debt policy review and guidance
- 4) Long-range planning

- B. ANNUAL REVIEW. Based upon the results and recommendations of the Finance Committee review, the Council will annually approve the fiscal policies.

- C. IMPLEMENTATION, COMPLIANCE, ACCOUNTABILITY AND REVIEW. The Finance Director will be ~~accountable~~ responsible for implementing these policies and will, to the best of his or her knowledge, make the City Manager, Finance Committee and the City Council aware of any variances in practice from these policies or any other deviation from prudent financial practices in accordance with GAAP, the city charter, state laws and/or ethics of the profession. ~~Any variances will be presented at quarterly meetings of the Finance Committee, unless there is a need for a special meeting.~~

### III. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

- A. ACCOUNTING. The City is solely responsible for the reporting of its financial affairs, both internally and externally. The City Manager is the City's Chief Fiscal Officer and the head of the administrative branch of the City government. ~~The Director of Finance is appointed by the City Manager to have full charge of the administration of the financial affairs of the City. The City Manager may delegate some or all of the financial administration but will maintain supervisory authority over all functions~~ as specified in the City's Charter Article VII, Section 68.
- B. AUDITING. An independent certified public accounting (CPA) firm will perform annual financial audits.
- 1) Qualifications of the Auditor. In conformance with the City's Charter and according to the provisions of Texas Local Government Code, Title 4, Chapter 103, the City will be audited annually by outside independent accountants. ("auditor").
  - 2) Auditor Repute. The auditor must be a CPA firm of good reputation and must demonstrate that it has the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards and contractual requirements. The auditor must be registered as a partnership or corporation or certified public accountants, holding a license under Article 41a-1, Section 9, of the Civil Statutes of Texas, capable of demonstrating that it has sufficient staff which will enable it to conduct the City's audit in accordance with generally accepted auditing standards as required by the City Charter and applicable state and federal laws.
  - 3) Timing. The auditor's report on the City's financial statements will be completed within ~~18~~50 days of the City's fiscal year end.
  - 4) Management Letter. The independent CPA firm shall provide a management letter, if one is issued, no later than March 31 following the end of each fiscal year. The auditor will prepare and will ~~jointly~~ review the management letter with Management and the Finance Committee ~~within 20 working days of its receipt by the staff. Within 10 days of this joint review, the Finance Director shall respond in writing to the City Manager and City Council regarding the auditor's management letter, addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor's report upon the resolution of any issues resulting from the joint review.~~

5) Responsibility of Auditor to City Council. The auditor is accountable to the City Council and will have access to direct communication with the City Council if the City Staff is unresponsive to auditor recommendations or if the Auditor considers such communication necessary to fulfill its legal and professional responsibilities.

6) Rotation of Auditor. The City will not require an auditor rotation, but will circulate requests for proposal for audit services at least every five years. Should the City Council be dissatisfied with the auditor's performance, it may request new proposals at any time. Year to year authorization to continue shall be done by July 1st of each year.

~~7) Auditor Accountability to Staff. The following will be provided to City Staff by the auditor:~~

~~a. Hourly time sheets accounting for time spent both by audit phase and level of auditor will be submitted to the City on a monthly basis.~~

~~b. Copies of all work papers, either electronically or on paper, will be furnished to the City upon completion of the audit. Originals will be maintained at the auditor's office.~~

#### C. FINANCIAL REPORTING.

##### 1) External Reporting.

a. Scope. The Annual Comprehensive Financial Report shall be prepared in accordance with generally accepted accounting principles (GAAP).

b. Timing. The Report shall be presented to the Council within ~~18~~50 calendar days of the City's fiscal year end. If City staffing limitations preclude such timely reporting, the Finance Director will inform the City Council of the delay and the reasons thereof.

c. Awards. The Report shall be presented annually to the Government Finance Officer's Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting. ~~(For a discussion of this award, see XI.C. below).~~

~~2) Internal Reporting~~. The Finance Department will prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs. Internal financial reporting objectives are addressed throughout these policies. ~~(See Section IV. Budgeting, C. Reporting, below).~~

#### IV. OPERATING BUDGET.

- A. **PREPARATION.** Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The City's "operating budget" is the City's annual financial operating plan. The scope of the budget includes all funds for which the City will adopt a formal budget, including Government Funds ~~and~~, Proprietary Funds, ~~and~~ ~~Fiduciary Funds~~.

- 1) Budgetary Process. The budget is prepared by the City Manager or his/her designee with the cooperation of all City Departments. The budget should be presented to the City Council between 60 and 90 days prior to fiscal year end, and should be enacted by the City Council prior to fiscal year end in accordance with the Charter.
- 2) Awards. If feasible, the operating budget will be submitted to the GFOA annually for evaluation and consideration for the Award for Distinguished Budget Presentation.
- 3) Basis of Budgeting. The basis of budgeting will be the same as the basis of accounting; that is, that budgets for the General Fund and the Special Revenue Funds are prepared on the modified accrual basis of accounting, and budgets for the Utility (Proprietary) Funds are prepared on a full accrual basis, except that capital purchases and depreciation are not adjusted until year-end financial reporting.
- 4) Financial Forecast. A five-year financial forecast shall be prepared annually, projecting revenues and expenditures for all operating and capital funds. This forecast shall be used as a planning tool in developing the following year's operating budget.
- 5) Proposed Budget Format. A proposed budget shall be prepared by the Manager with the participation of all of the City's Department Directors, within the provisions of the City Charter. The budget shall include at least four basic segments for review and evaluation. These segments are: (1) personnel costs, (2) operations and maintenance costs, (3) capital and other (non-capital) project costs, and (4) revenues. A four column format should be used such that prior year actual, current year budget and revised, and next year proposed are all clearly shown.
- 6) Council Participation. The budget review process shall include Council participation in the development of each of the four segments of the proposed budget and a Public Hearing to allow for citizen participation in the budget preparation. The budget process shall span sufficient time to address policy and fiscal issues by the Council. The budget process will be coordinated so as to identify major policy issues for City Council consideration prior to the budget approval date so that proper decision analysis can be made.
- 7) Filing and Adoption. Upon the presentation of a proposed budget document acceptable to the Council, the Council shall call and publicize a public hearing and adopt by Ordinance such budget as the City's Official Budget, effective for the fiscal year beginning. A copy of the proposed budget shall be filed with the City Secretary in accordance with the provisions of the City Charter. Should the Council fail to take final

action on or before the last day of the fiscal year, the budget as submitted by the City Manager shall be deemed to have been finally adopted by the City Council.

8) Amending the Official Budget. The council may amend the budget for municipal purposes in accordance with state law.

9) Encumbrances. Encumbrances outstanding at the end of each fiscal year shall be reflected as reservations of fund balance. Subsequent year's payments on previously encumbered funds will be reflected as expenditures in the current year. For Encumbrances that are brought forward from the previous year, budgets will be adjusted by the encumbered amount in the current year.

B. **BALANCED BUDGET**. The operating budget will be balanced with current revenues and other resources greater than or equal to current expenditures/expenses. Use of beginning balances and other reserves to balance operations will be discussed with City Council during the budget process. ~~disclosed in the document with the underlying rationale.~~

C. **REPORTING**. Monthly financial reports will be prepared to enable the Department Managers to manage their budgets and to enable the Finance Director to monitor and control the budget as authorized by the City Manager. Summary financial reports will be presented to the departments within 107 business days. City Council will receive a quarterly financial summary of key funds within 30 to 45 days after the end of each quarterly period (December, March, June and September).

~~D. **CONTROL**. Operating Expenditure Control is addressed in Section VI.C. of these Policies.~~

~~E.D.~~ ACTIVITY INDICATORS AND STATISTICS. Where appropriate, activity indicators and statistics will be used as guidelines and reviewed for efficiency and effectiveness. This information will be considered in the annual budgeting process and reported to the City Council regularly.

~~F.E.~~ OPERATING POSITION. The guidelines that the City should be following to assure fiscal stability are those outlined in Financial Condition/ Reserves/Stability Ratios (IX.A. through F.).

## V. REVENUE MANAGEMENT.

A. The City will strive for the following optimum characteristics in its revenue system:

1) **SIMPLICITY**. The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs and to make it more understandable to the taxpayer or service recipient. The City will avoid nuisance taxes or charges as revenue source.

2) **CERTAINTY**. A knowledge and understanding of revenue sources increases the reliability of the revenue system. The City will understand its revenue sources and

enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets and plans.

- 3) EQUITY. The City shall make every effort to maintain, equity in its revenue system structure; i.e., the City shall seek to minimize or eliminate all forms of subsidy between entities, funds, services, utilities, and customers. The City shall require that there be a balance in the revenue system; i.e., the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.
  - 4) ADMINISTRATION. The benefits of a revenue will exceed the cost of collecting and administering the revenue program. The cost of collection will be reviewed annually for cost effectiveness as a part of the indirect cost and cost of services analysis. Where appropriate, the City will use the administrative processes of State or Federal collection agencies in order to reduce administrative costs.
  - 5) DIVERSIFICATION AND STABILITY. In order to protect from fluctuations in a revenue source due to ~~changes~~fluctuations in the economy and variations in weather, a diversified revenue system will be maintained ~~which has a stable source of income to provide stability. This stability is also achieved by a balance between elastic and inelastic sources of revenues.~~
  - 6) GRANTS AND RESTRICTED REVENUES. In order to maintain flexibility in the revenue system, ~~grants and restricted revenues~~restricted revenues will be kept to a minimum, ~~and~~ shall be pursued on a cost-benefit basis. All grants and other federal/state, and restricted funds shall be managed and accounted to comply with the laws, regulations, and guidance of the grantor.
- B. The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:
- 1) COST/BENEFIT OF ABATEMENT. The City will use due caution in the analysis of any tax or fee incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as a part of such caution.
  - 2) NON-RECURRING REVENUES. One-time or non-recurring revenues will not be used to finance current ongoing operations. Non-recurring revenues should be used only for one-time expenditures such as long-lived capital needs.
  - 3) PROPERTY TAX REVENUES. All real and business personal property located within the City shall be valued at 100% of the fair market value for any given year based on the current appraisal supplied to the City by the Johnson County Appraisal District and Tarrant County Appraisal District. Total taxable valuation will be reappraised and reassessed in accordance with State statute, in order to maintain current market values.

A 98% collection rate shall serve each year as a goal for tax collections. All taxes shall be aggressively pursued each year by the City's appointed tax assessor/collector. Tax accounts delinquent July 1st shall be submitted for collection each year to an attorney selected by the City Council. A penalty shall be assessed on all property taxes delinquent in accordance with State law and shall include all court costs, as well as an amount for compensation of the attorney as permitted by State law and in accordance with the attorney's contract with the City. Annual performance criteria will be developed for the attorney.

- 4) INTEREST INCOME. Interest earned from investment of available monies, whether pooled or not, will be distributed to the funds in accordance with the operating and capital budgets which, wherever possible, will be in accordance with the ~~equity-cash~~ balance of the fund from which monies were provided to be invested.
- 5) USER-BASED FEES AND SERVICE CHARGES. For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "Full Cost Recovery", "Partial Cost Recovery," and "Minimal Cost Recovery," based upon City Council policy.
- 6) UTILITY RATES. The City will review and adopt utility rates annually that will generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects. Components of Utility Rates will include transfers to the General Fund as follows:
  - a. General and Administrative Charge. An administrative fee will be charged to the Utility Fund for services of general overhead, such as administration, finance, personnel, data processing, and legal counsel. This fee will be documented through a cost allocation procedure.
  - b. Franchise payment. A rate consistent with those charged to private utilities will be charged to the Utility Fund. This rate may be either raised or lowered so as to be consistent with those of the private utilities.
  - c. Payment in lieu of Property Tax (PILOT). A fee will be charged to the Utility Fund to equate to property taxes lost due to municipal ownership. Net book value will be used as a basis, barring absence of known market value. The existing tax rate will be applied to this base to determine the PILOT charge.

- 7) REVENUE MONITORING. Revenues received will be ~~regularly~~ compared to budgeted revenues throughout the fiscal year and significant variances will be investigated. ~~This process will be summarized in the appropriate budget report.~~

## VI. EXPENDITURE CONTROL

- A. APPROPRIATIONS. The level of budgetary control is at the fund level for all operating funds~~Department level budget in the General and Enterprise Funds, and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, these must be approved by the City Council.~~ Budget appropriations amendments at lower levels of control, which is defined as transfers ~~that increase budgetary fund balances~~, shall be made in accordance with the applicable administrative procedures.
- B. AMENDMENTS TO THE BUDGET. In accordance with the City Charter, all budget amendments shall be approved by the Council.
- C. CENTRAL CONTROL. No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Director without the prior authorization of the City Manager. However, Department Directors are authorized to approve budgetary line items transfers in the same fund within their own assigned departments. The City Manager assigns Departments to each Director as areas of their responsibilities, and documents it in the City's Organization Chart.
- D. PURCHASING. All purchases should be in accordance with the City's purchasing policies as defined in the Purchasing Manual. In accordance with Charter provisions, purchases and contracts as per the City's Procurement Policy, will be reviewed and recommended by staff and presented to Council for approval.
- E. PROMPT PAYMENT. All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt in accordance of Government Code Title 10. General Government, Subtitle F. State and Local Contracts and Fund Management, Chapter 2251.021 and other related state and local government laws and regulations.
- F. EQUIPMENT FINANCING. Equipment is accounted for at the original acquisition cost, which includes purchase price plus any costs incurred to place the equipment in service. Equipment may be leased or financed when the unit purchase price is \$5,000 or more and the useful life is at least five years. Departments shall contact the Finance Department for transfer or disposal instructions.
- G. RISK MANAGEMENT. The City will aggressively pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety

programs. All reasonable options will be investigated to finance risks. Such options may include risk transfer, insurance, and risk retention.

- H. AUTHORIZATION OF PAYMENT. Two signatures are required to conduct business on behalf ~~of the~~ City of Burleson, Texas. ~~Both~~~~OTH~~ the City Manager and the Director of Finance, or their designee(s), are hereby authorized to execute the required Agreement with the Bank Depository. Designee(s) who are authorized to transact business on behalf of the City Manager are ~~the~~ City of Burleson's Deputy City Manager or the City Secretary. The designee who is authorized to transact business on behalf of the Director of Finance is the City of Burleson's Assistant Director of Finance ~~and Controller~~. ~~Payments may use reproducible authorized signature(s) or ACH (automated clearinghouse)~~
- I. AUTHORIZATION OF WIRE TRANSFERS BY THE CITY.

1. In general, attachments A through D to this Policy are as follows:

- a. Attachment "A" List of authorized individuals who may approve wire transfers.
- b. Attachment "B" Designation of Custodial/Safekeeping Agent.
- c. Attachment "C" List of authorized Investment Pools.
- d. Attachment "D" List of authorized Paying Agents.

Changes to attachments for revisions, additions, or deletions to any of the designations on Attachment "A", "B", "C" and "D" shall require the approval of two individuals listed on Group B as listed on Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regular scheduled meeting.

2. SECURITY PURCHASES.

- a. Two employees designated on Group A of Attachment "A" must approve wire transfers associated with security purchases.
- b. All security purchases shall be executed "delivery vs. payment."
- c. Any change in the City's custodial relationship must be approved by two individuals designated in Group B of Attachment "A".

3. INVESTMENT POOLS

- a. Two employees designated on Group A of Attachment "A" must approve wire transfers to designated investment pools.
- b. Any revision, addition or deletions to the list of designated investment pools shall require the approval of two individuals designated in Group B of Attachment "A". Copies of additions,

deletions, and changes will be provided to the Finance Committee at their next regularly scheduled meeting.

#### 4. PAYING AGENTS

- a. Two individuals designated on Group A of Attachment “A” must approve wire transfers to designated paying agents.
- b. Any revision, addition or deletion to the list of designated paying agents will require the approval of two individuals designated in Group B of Attachment “A”. Such approval shall not be necessary when supplementary information unrelated to the accounts varies. For example, the paying agent may request that the wire include a notation that the transaction is to the attention of a certain individual. So long as the wire is the benefit of an authorized account, such clarifying information is permissible. Copies of additions, deletions, and changes will be provided to the Finance Committee at their regular scheduled meeting.

#### 5. MISCELLANEOUS

- a. Wire transfers to any party not involving a security purchase destined for custodial safekeeping with an approved organization, or to an authorized investment pool, or to an authorized paying agent, shall require the approval of two authorized individuals in Group B of Attachment “A”. Copies of such transactions will be provided to the Finance Committee at their next regularly scheduled meeting.

### VII. ASSET MANAGEMENT

- A. **INVESTMENTS.** The Finance Director shall promptly invest all City funds with the Bank Depository in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument that the Council has authorized under the provisions of the Texas Public Funds Investment Act and in accordance with the City Council approved Investment Policy.
- B. **CASH MANAGEMENT.** The City's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasible, including property tax payments, utility bills, municipal fines, building and related permits and licenses, and other collection offices as appropriate. Cycle billing will be used where appropriate.

- C. FIXED ASSETS AND INVENTORY. These assets will be reasonably safeguarded and properly accounted for, and prudently insured. A fixed asset of the City shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, addition to existing capital investments, land, buildings or accessioned Library materials. The cost or value of any such acquisition must be \$5,000 or more within an expected useful life greater than one year. All City departments with inventory are required to conduct a physical inventory under their control on an annual basis.
- D. DEPOSITORIES The City Council, having given due consideration to all of its options and taking into consideration what is in the best interest of the municipality, hereby authorizes the consideration of applications of depositories not doing business within the City of Burleson, Texas so long as that bank maintains a business location within a five-mile radius of Burleson City Hall. This authorization encompasses all of the depository uses and requirements of the City.

#### VIII. CAPITAL BUDGET AND PROGRAM

- A. PREPARATION. The City will ~~endeavor to~~ develop a 5 year capital improvement plan (CIP) budget to include all capital projects being considered and all resources for capital funding. The budget will be prepared on a fiscal year ending calendar and reported annually. The 5 year CIP capital budget will be prepared by Department Director and presented to City council during the budget process. ~~the~~ Finance Director will work closely with Department to ensure funding capacity is available. ~~with the involvement of all department staff as needed.~~
- B. CONTROL. All capital project expenditures must be appropriated in the capital budget at a project level. The Finance Department must certify the availability of such appropriations or the availability of resources needed to be appropriated before a capital project contract is presented to the City Council for approval. Any remaining funds of a completed project not allocated by City Council will be closed into an unallocated account in the same fund. Similar projects are to be grouped together in a fund based on type of project and source of funding, using the similar Capital Projects Fund classifications for reporting purposes in the Annual Financial Report.
- C. PROGRAM PLANNING. The capital budget will include capital improvements program plans for future years. The planning time frame should normally be at least five years. The replacement and maintenance for capital items should also be projected for the next 5 years. Future maintenance and operational costs will be considered at the initiation of a project so the costs can be included in the relevant operating budget.
- D. FINANCING PROGRAMS. Where applicable, assessments, impact fees, pro-rata charges, or other fees should be used to fund capital projects having a primary benefit to specific, identifiable property owners.

- E. **INFRASTRUCTURE MAINTENANCE.** The City recognizes that deferring maintenance increases future capital costs. Therefore, a portion of the appropriate fund's budget will be set aside each year to maintain the quality of the City's infrastructure. The inclusion of infrastructure maintenance and replacement costs in the current operating budget will place the burden of the costs and repairs on the current users of the systems.
- F. **REPORTING.** Periodic financial reports will be prepared to enable Department Managers to manage their capital budgets and to enable the Finance Department to monitor and control the capital budget as authorized by the City Manager. Summary capital projects status reports should be presented to the City Council quarterly.

#### IX. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

- A. **OPERATIONAL COVERAGE. (NO OPERATING DEFICITS).** The City will maintain an operational coverage factor of 1.00, such that current operating revenues (plus approved fund balance appropriations) will equal or exceed current operating expenditures.

Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated in Paragraph B, following.

#### B. OPERATING RESERVES/FUND BALANCES

- a. Governmental funds of the City of Burleson shall be defined as follows:

- 1) General Fund The general fund should be used to account for and report all financial resources not accounted for and reported in another fund.
- 2) Special Revenue Funds Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the fund if those resources are restricted, omitted, or assigned to the specified purpose of the fund. Governments should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in the general fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources.
- 3) Capital Projects Funds Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to

expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

- 4) Debt Service Funds Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest, even if it is being accumulated for future years' payments. Debt service funds should be used to report resources if legally mandated.

- 5) ~~Permanent Funds Permanent funds should be used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs. Permanent funds do not include private purpose trust funds, which should be used to report situations in which the government is required to use the principal or earnings for the benefit of individuals, private organizations, or other governments. Currently the City of Burleson does not have any Permanent Funds.~~

- 2) Ending fund balances of the City of Burleson shall be reported according to the following classifications:

- 1) General Fund

- ~~i. 001 General Fund~~
- ~~ii. 002 General Fund — Health Insurance — Assigned~~

~~5)2)~~ DEBT SERVICE FUNDS RESTRICTED:

- ~~i. 201 Debt Service Fund — General — Restricted~~
- ~~ii. 202 4B Sales Tax Debt Service — Restricted~~
- ~~iii.i. 203 4A Sales Tax Debt Service — Restricted~~

~~6)3)~~ SPECIAL REVENUE FUNDS RESTRICTED/COMMITTED

- ~~i. 101 General Government SRF — Restricted~~
- ~~ii. 102 Public Safety SRF — Restricted~~
- ~~iii. 103 Public Works SRF — Restricted~~
- ~~iv. 104 Culture & Recreation SRF — Restricted~~
- ~~v. 105 Hotel/Motel SRF — Restricted~~
- ~~vi. 106 BCDC 4B Sales Tax SRF — Restricted~~
- ~~vii. 107 Public Safety Grants SRF — Restricted~~
- ~~viii. 109 Culture & Recreation Grant SRF — Restricted~~

- ~~ix. 110 BCDC 4A Sales Tax SRF — Restricted~~
- ~~x. 113 Economic Development Incentive SRF — Restricted~~
- ~~xi. 114 TIF #2 SRF — Restricted~~
- ~~xii. 115 Traffic Safety SRF — Restricted~~
- ~~xiii. 116 Parks Performance SRF — Committed~~
- ~~xiv.i. 117 General Government Grants SRF — Restricted~~
- ~~xv. 118 Burleson TIF #3 — Restricted~~
- ~~xvi. 150 PID #1 — Restricted~~

~~7)4)~~ CAPITAL PROJECT FUNDS NON-BONDED - COMMITTED

- ~~— 301 Street Paving Trust — Committed~~
- ~~i. 302 Park Dedication Fund — Committed~~
- ~~i. 352 Miscellaneous Capital Projects — Committed~~
- ~~i. 351 4A Sales Tax Capital Project Fund — Committed~~
- ~~i. 350 4B Sales Tax Capital Project Fund — Committed~~
- ~~i. 353-354 Mineral Lease Funded Capital Projects — Committed~~

- 3) CAPITAL PROJECT FUNDS BONDED – RESTRICTED Order of expenditure -- When committed, assigned and unassigned resources can be used for the same purpose, funds shall be spent in the sequence of committed resources first, assigned second, and unassigned last.
- 4) ~~When it is appropriate for fund balance to be assigned, the Council delegates that authority to the Director of Finance.~~
- 5) It is the goal of the City that the unassigned fund balance of the General Fund should be at least 20% of the General Fund annual expenditures. This percentage is the equivalent of 73 days' expenditures. In order to adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will strive to maintain the fund balance if the unassigned balance grows beyond 90 days' expenditures.
- 6) The Water and Wastewater Fund working capital should be maintained at least at 20% of total operating expenditures or the equivalent of 73 days.
- 7) It is the goal of the City that the fund balance of the 4A Corp and 4B Corp, should maintain at least a 20% minimum of total operating expenditure or the equivalent of 73 days.

C. CAPITAL AND DEBT SERVICE FUNDS

- 1) Items in the Capital Projects Funds will be completed and paid for within 36 months of receipt of proceeds. Balances will be used to generate interest income to offset construction costs.

- 2) General Obligation Debt Service Funds will not have reserves. ~~---~~  
The policy above does not preclude the debt service reserves normally established to market revenue bonds. The City's policy and bond ordinance requirements are to maintain these debt service reserves at the level of the average annual debt service.
- 3) Revenue Obligations will maintain Debt Coverage Ratios as specified by the bond covenants. The City is currently required to have net revenues in excess of average annual debt by 1.25 times. Net revenues must also exceed the maximum outstanding debt by 1.10 times. Both these tests must be met in order to issue additional bonds.
- 4) Obligations of Burleson's economic development corporations will maintain coverage ratios as specified by bond covenants. If the City issues obligations partially secured by a limited pledge of the corporations' sales tax revenues, not subject to the coverage ratios of the revenue bond covenants, coverage shall be maintained at no less than 1.25 times average annual debt service, and 1.15 times the maximum annual debt service. Both of these tests must be met in order to issue additional bonds.

## X. TREASURY AND DEBT MANAGEMENT

- A. CASH MANAGEMENT. Periodic review of cash flow position will be performed to determine performance of cash management and investment policies. A detailed policy structure will be followed with respect to Cash/Treasury Management. The underlying theme will be that idle cash will be invested with the intent to 1) safeguard assets, (2) maintain liquidity, and 3) maximize return. Where legally permitted, pooling of investments will be done.

The City will adhere to the investments authorized through the Texas' Public Funds Investment Act and the city's established comprehensive Investment Policies and Guidelines. Such policies clarifies acceptable investment securities, brokers, terms, and other pertinent investment information.

- B. ~~TYPES OF DEBTS~~ DEBT MANAGEMENT The City's Debt Management Policy establishes parameters and provides guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

~~— SHORT TERM DEBT. Pursuant to the City Charter, tax anticipation notes ("TAN") will be retired annually and will not exceed 25% of anticipated taxes. Bond anticipation notes ("BAN") will be retired within six months of completion of the project. Any short term debt outstanding at year end will not exceed 5% (including TAN but excluding BAN) of net operating revenues.~~

- ~~a. LONG TERM DEBT. Long term debt will not be used for operating purposes, and the life of a bond issue will not exceed the useful life of a project financed by that bond issue.~~
    - ~~a. SELF SUPPORTING DEBT. When appropriate, self supporting revenues will pay debt service in lieu of tax revenues.~~
  - ~~B. ANALYSIS OF FINANCING ALTERNATIVES. The City will explore all financing alternatives in addition to long term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves of current monies.~~
  - ~~B. DISCLOSURE TO RATING AGENCIES. Full disclosure of operations will be made to the bond rating agencies and other users of financial information. The City staff, with the assistance of financial advisors and bond counsel, will prepare the necessary materials for presentation to the rating agencies, will aid in the production of Offering Statements, and will take responsibility for the accuracy of all financial information released.~~
  - ~~B. FEDERAL REQUIREMENTS. The City will maintain procedures to comply with arbitrage rebate and other Federal requirements.~~
  - ~~B. DEBT STRUCTURING. The City's non-self supporting debt will issue general obligation bonds with an average life of 10.5 years or less, not to exceed the life of the asset acquired. Self supporting debt will also issue general obligation bonds with an average life of 10.5 or less except in cases specifically approved by City Council. In no case will debt life exceed the life of the underlying asset.~~
- ~~The structure should approximate level debt service unless operational matters dictate otherwise or if market conditions indicate a potential savings could result from modifying the level payment stream.~~
- ~~Consideration of market factors, such as the tax exempt qualification, minimum tax alternative, and so forth will be given during the structuring of long term debt instruments.~~
- ~~B. DEBT ISSUANCE.~~
    - ~~1) Method of Sale. The City will use a competitive bidding process in the sale of bonds unless the nature of the issue warrants a negotiated bid. In situations where a competitive bidding process is not elected, the City will publicly present the reasons why, and the City will participate with the financial advisor in the selection of the underwriter or direct purchaser.~~
    - ~~1) Bidding Parameters. The notice of sale will be carefully constructed so as to ensure the best possible bid for the City in light of the existing market conditions and other prevailing factors. Parameters to be examined include:~~

- ~~a. Limits between lowest and highest coupons~~
- ~~a. Coupon requirements relative to the yield curve~~
- ~~a. Method of underwriter compensation, discount or premium coupons~~
- ~~a. Use of True Interest Cost (TIC) vs. Net Interest Cost (NIC)~~
- ~~a. Use of bond insurance~~
- ~~a. Original Issue discount bonds/Capital Appreciation Bonds~~
- ~~a. Variable rate bonds~~
- ~~a. Call provisions (25 years by Charter)~~

~~1) Bond Issuance Costs. The City will be involved in the selection of all financial advisors, underwriters, paying agents, and bond counsel. The City shall evaluate the merits of rotating professional advisors and consultants and the kinds of services and fee structures available from independent financial advisors, investment banking firms, and commercial banks. The City will carefully itemize and scrutinize all costs associated with the issuance of bonds.~~

~~1) Financial Advisor. The City will discourage perceived conflicts of interest which arise when a financial advisor is allowed to bid on debt obligations of the City. The financial advisor will be expected to provide planning and analytical services which extend beyond the issuance of debt. The payment to the Financial Advisor should be related to the costs of providing their service to the City.~~

~~a. MISCELLANEOUS~~

~~iii. ANNUAL REVIEW. The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation, the Disclosure Officer shall prepare an annual report of the Issuer's compliance.~~

~~v.i. AMENDMENTS TO POLICY. This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.~~

## XI. INTERNAL CONTROLS

A. **WRITTEN PROCEDURES.** Written procedures will be established and maintained by the Director of Finance for all functions and financial cycles including cash handling and accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

B. DEPARTMENT DIRECTORS AND MANAGERS RESPONSIBILITY. City administrators and manager are charged with the responsibility for establishing a network of processes with the objective of controlling the operations of the City in a manner which provides reasonable assurance that:

- 1) Data and information published either internally or externally is accurate, reliable, complete, and timely.
- 2) The actions of administrators and employees are in compliance with the City's charter, plans, policies and procedures, and all relevant laws and regulations.
- 3) The City's resources including its people, systems, data/information, assets, and citizens are adequately protected.
- 4) Resources are acquired economically and employed effectively.
- 5) The City's internal controls promote the achievement of plans, programs, goals, and objectives.

Each Department Manager is responsible to ensure that good internal controls are followed throughout his or her Department, that all Finance Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

## XII. STAFFING AND TRAINING

- A. ADEQUATE STAFFING. Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload shedding alternatives will be explored before adding staff.
- B. TRAINING. The City will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.
- C. AWARDS, CREDENTIALS AND RECOGNITION. The City will support efforts and involvements resulting in meeting standards and receiving exemplary recitations on behalf of any of the City's fiscal policies, practices, processes, products, or personnel. Staff certifications may include Certified Public Accountant, Management Accountant, Certified Internal Auditor, and Certified Cash Manager. Further, the Finance Director will try to obtain and maintain the designation of Certified Government Finance Officer as awarded by the GFOA of Texas.

The City will strive to maintain a high level of excellence in its accounting policies

and practices as it prepares its Financial Report. The Report will be presented to the Government Finance Officers Association (GFOA) for review of qualifications necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting. Additionally, the City will submit its annual budget to GFOA for consideration for Distinguished Budget Award, and submit Investment Policy to obtain the Certificate of Distinction from the Government Treasurers' Organization of Texas.-

- D. TRANSPARENCY. A reasonable effort will be made to ensure relevant financial information is made available to all citizens in a 'user friendly' format in an easy to understand terminology. In pursuit of this goal, the city will seek recognition through state and national transparency and reporting programs.

## ATTACHMENT A – AUTHORIZED INDIVIDUALS FOR WIRE TRANSFERS

Any **two** individuals listed below are hereby authorized to:

1. Execute wire transfers for security purchases executed on a delivery vs payment basis and for which custodial safekeeping is maintained at an approved institution.
2. Execute wire transfers to approved investment pools and paying agents.
3. Make a wire transfer for any other purpose. Any revision, addition or deletion involving an approved custodial agent, investment pool, or paying agent. .

~~The City Council shall approve the additions or deletions of any custodial agent, investment pool, or paying agent as shown in attachment "A", "B" and "C".~~ Revisions will be provided to the Finance Committee at their next ~~regularly~~ scheduled meeting.

*Director of Finance*

*City Manager*

*Deputy City Manager*

*Assistant Finance Director*

*Controller*

*Chief Accountant*

*Senior Accountant*

*Supervisory Accountant*

ATTACHMENT B – CUSTODIAL (SAFEKEEPING) AGENT

American National Bank of Texas

ABA = 111901519 (routing)

FAO = For Account of – City of Burleson

ATTACHMENT C – AUTHORIZED INVESTMENT POOLS

TEXPOOL

State Street Boston

ABA # 011000028

ACCOUNT # 67573774

BANK OF NEW YORK

ABA # 021000018

ACCOUNT #8900549424

ACCOUNT NAME: LONE STAR INVESTMENT POOL

TEXSTAR

JP MORGAN CHASE

ABA # 021000021

ACCOUNT # 9102733343

LOGIC

JP MORGAN CHASE

ABA # 1130000609

ACCOUNT # 08805173794

ATTACHMENT D – AUTHORIZED PAYING AGENTS

U.S. BANK, N.A.  
MILWAUKEE, WI 53202  
ABA # 091000022  
BNF: USBANK CT WIRE CLRG  
ACCOUNT #180121167365  
OBI: ACCOUNT NAME  
REF: ACCOUNT NUMBER

## ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

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## **ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©**

### **ARTICLE I PURPOSE AND SCOPE**

#### **SECTION 1.01 DEFINITIONS.**

The words and terms used in this Model Securities Law Compliance and Disclosure Policy (this "Policy") have the meanings specified in Article II hereof, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number, and *vice versa*.

#### **SECTION 1.02 PURPOSE OF POLICY.**

- (a) Continuing Disclosure Undertaking Requirement. Under Rule 15c2-12, underwriters of Municipal Securities may not purchase or sell Municipal Securities unless the underwriters have reasonably determined that the issuer of the Municipal Securities or its designated agent has undertaken in a written agreement to provide continuing disclosure of certain financial information and operating data, and to file notices of certain events designated in Rule 15c2-12. The Issuer is required under its Continuing Disclosure Undertakings to provide disclosures of certain financial information and operating data and notice of certain events to the MSRB on EMMA to facilitate informed secondary market trading. This Policy is adopted by the Issuer to assist in its compliance with federal and state securities laws and regulations, including, specifically, Rule 15c2-12. This Policy is established to ensure that the Issuer maintains adequate policies and procedures for gathering, analyzing and disclosing all information that is required to be provided to, or that may be reasonably expected to reach investors or trading markets, which relates to the issuance of the Issuer's Debt Obligations. Such information consists of the content of the Issuer's Offering Documents, continuing disclosure reports, event notices and other statements reasonably expected to reach the public markets.
- (b) Recommendation of Written Procedures. The Issuer recognizes that the SEC recommends adopting disclosure policies and amending existing disclosure policies from time to time to address the process for evaluating the disclosure process including disclosures for certain Event Notices. Written policies and procedures adopted by the Issuer will serve to streamline the process of disclosing required information. The Disclosure Officer, and other officers selected by the Issuer, if any, may establish additional written procedures from time to time to ensure that any Offering Documents (i) fully and accurately present the Issuer's financial condition and operations and (ii) do not omit any Material information regarding the Issuer.

#### **SECTION 1.03 SCOPE OF POLICY.**

This Policy applies to all Debt Obligations of the Issuer that are currently outstanding and all future bonds, notes, leases or derivative instruments to be executed by the Issuer. If the provisions of this Policy conflict with a respective Continuing Disclosure Undertaking, the terms of such Continuing Disclosure Undertaking will control.

### **ARTICLE II DEFINITIONS**

#### **SECTION 2.01 DEFINED TERMS.**

"Annual Report" means the Issuer's audited financial statements (or unaudited financial statements if permitted by the Continuing Disclosure Undertaking) and certain other financial information and operating data required to be filed annually with the MSRB.

"Business Day" means any day except any Saturday or Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions are authorized or required by law to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Date" means February 27, 2019.

"Continuing Disclosure Undertaking" means a continuing disclosure agreement, continuing disclosure undertaking, continuing disclosure instructions or other written certification and agreements of the Issuer setting out covenants for satisfying the Issuer's requirements for providing information to the MSRB in an electronic format pursuant to and in accordance with Rule 15c2-12.

"Debt Obligation" means each contract of the Issuer that has sufficient characteristics of debt so that it is included in the Issuer's financial statements as a long-term liability of the Issuer, including, but not limited to bonds, notes, leases and similar instruments used by the Issuer for borrowing purposes.

## **ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©**

"Disclosure Officer(s)" means the Issuer's Director of Finance, or, if the position of Director of Finance is vacant, the person(s) filling the responsibilities of the City Manager or Assistant City Manager for the Issuer.

"EMMA" means the Electronic Municipal Market Access system, the prescribed electronic format for disclosures established and maintained by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

"Event 15" means the event set forth in Section 5.02(a) of this Policy.

"Event 16" means the event set forth in Section 5.03(a) of this Policy.

"Event Notices" means all event notices required by Rule 15c2-12.

"Financial Obligation" means: (i) a Debt Obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned Debt Obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"GASB" means the Governmental Accounting Standards Board.

"IRS" means the Internal Revenue Service.

"Issuer" means the City of Burleson, Texas.

"Material" has the meaning given in Section 3.02(f) of this Policy.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the SEC in accordance with Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a State or any political subdivision thereof, or any agency or instrumentality of a State or any political subdivision thereof, or any municipal corporate instrumentality of one or more States and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Obligated Person" means any person, including an issuer of Municipal Securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Municipal Securities to be sold in the Offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities); furthermore, for purposes of this Policy, the Issuer is an Obligated Person.

"Offering" means a primary offering of Municipal Securities with an aggregate principal amount of \$1,000,000 or more.

"Offering Document" means any preliminary or final official statement, private placement memorandum or limited offering memorandum, or other similar instrument prepared in connection with the sale, issuance and delivery of an Offering.

"Rule 15c2-12" means SEC Rule 15c2-12, governing the obligations of dealers regarding Municipal Securities under the Securities Exchange Act of 1934, as amended from time to time, which is available at <https://www.gpo.gov/fdsys/pkg/CFR-2013-title17-vol3/pdf/CFR-2013-title17-vol3-sec240-15c2-12.pdf>.

"SEC" means the United States Securities and Exchange Commission.

"SEC Municipal Markets Report" means the Report on the Municipal Securities Market of the SEC, dated July 31, 2012, available at <https://www.sec.gov/news/studies/2012/munireport073112.pdf>.

"Terms Affecting Security Holders" means a Material agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer that affects security holders.

"U.S. Bankruptcy Code" means Title 9 of the United States Code, as amended from time to time, and any successor to or replacement of such Title and any other applicable federal bankruptcy, insolvency or similar law.

### **ARTICLE III**

#### **DISCLOSURE OFFICER; RECORD RETENTION; TRAINING**

## **ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©**

### **SECTION 3.01 DISCLOSURE OFFICER.**

The Issuer shall appoint a Disclosure Officer who shall be responsible for implementing this Policy. The Disclosure Officer will work with other employees and officials of the Issuer to assist in implementing this Policy. The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary to carry out the purpose of this Policy. The Disclosure Officer will report to the Issuer's governing body as provided in Section 6.01 herein, regarding implementation of this Policy and any recommended changes or amendments to this Policy.

### **SECTION 3.02 DUTIES OF DISCLOSURE OFFICER.**

- (a) General Duties. The Disclosure Officer shall be primarily responsible for ensuring and determining the Issuer's compliance with this Policy and federal and state securities laws and regulations applicable to the Issuer, including specifically Rule 15c2-12, and including identifying and remedying any non-compliance with this Policy and such laws and regulations.
- (b) Review of Relevant Documents. The Disclosure Officer will review the following documents, obligations, and disclosure and reporting requirements of the Issuer in connection with the issuance of Municipal Securities to comply with Article IV and V of this Policy and in the ordinary course of business of the Issuer:
  - i. Offering Documents;
  - ii. Audited and unaudited financial statements, including notes to such statements;
  - iii. Changes to accounting standards promulgated by GASB and other applicable accounting standards and rules;
  - iv. Adopted annual budgets and amendments thereto;
  - v. Continuing Disclosure Undertakings; and
  - vi. Other relevant documents that reflect the Issuer's financial position and operating data.

The Disclosure Officer shall take reasonable steps to ensure that all Offering Documents are timely provided to the Issuer's governing body to ensure meaningful review and approval thereof. In addition, the Disclosure Officer shall take reasonable steps to ensure that for purposes of securities law compliance the Issuer's governing body is generally aware of the other documents listed above and of the significance of those documents to the Issuer's disclosure obligations.

- (c) Solicitation of Relevant Information. In the performance of its duties under this Policy, the Disclosure Officer shall be responsible for soliciting any relevant information from other employees, officials or departments within the internal organization of the Issuer, including public statements made by officials of the Issuer that the Disclosure Officer reasonably believes will reach investors or trading markets generally. The Disclosure Officer is additionally responsible for obtaining any documentation prepared by an outside source that may be necessary to assist the Disclosure Officer in carrying out this Policy. The Disclosure Officer shall undertake a thorough review of the form and content of each of the Issuer's annual filings, and any Event Notice filings, as required pursuant to Article IV and V hereof.
- (d) Public Statements Regarding Financial Information. Whenever an officer or employee of the Issuer makes statements or releases information relating to its finances and other operations of the Issuer to the public that is reasonably expected to reach investors and the trading markets (including, without limitation, all Event Notices, statements in a comprehensive annual financial report, and other financial reports and statements of the Issuer), the Disclosure Officer shall be responsible for ensuring that such statements and Material information are complete, true, and accurate in all material aspects and available to all investors. The Disclosure Officer will work with other officers of the Issuer to ensure that all public statements and information released by the Issuer are accurate and are not misleading in all Material aspects.

## **ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©**

- (e) Issuance of Debt Obligations. Whenever the Issuer prepares or participates in the preparation of an Offering Document, the Disclosure Officer, in addition to any other officers selected by the Issuer, shall be responsible for making all certifications that may be required to the effect that such Offering Document does not contain any untrue statement of Material fact or omit to state any Material fact necessary to make the information contained in such documents, in the light of the circumstances under which it was provided, not misleading.

Such determination by the Disclosure Officer shall only be made after coordination with the Issuer's attorney or other administrative officer having ultimate responsibility with respect to the Issuer's operations, risks and litigation, to ensure that any current, pending or threatened losses, investigations or litigation, and any settlement or court orders that are Material to the Issuer are properly identified.

- (f) Determination of Material Information. The Issuer understands that determining materiality requires a complete review of facts and circumstances (which may include a review of outstanding Debt Obligations) and in some instances may require the Disclosure Officer to discuss matters with other officers or consultants of the Issuer. Furthermore, each determination of materiality made by the Disclosure Officer shall be made on a case-by-case basis. For purposes of this Policy, information is "Material" if there is a substantial likelihood that the disclosure of that information would be viewed by a reasonable investor as having significantly altered the total mix of information made available in making an informed investment decision.<sup>1</sup>

### **SECTION 3.03     RECORD RETENTION.**

The Disclosure Officer will maintain or cause to be maintained all records relating to annual disclosure filings including the financial information and operating data to be included in the Annual Report for a period of three (3) years after retirement of the related Debt Obligations. The Disclosure Officer will additionally maintain or cause to be maintained all records relating to Event Notices required to be filed with the MSRB under the Continuing Disclosure Undertaking. Such records shall be maintained in either paper or electronic format, or in both formats.

### **SECTION 3.04     TRAINING.**

The Disclosure Officer shall have at least a general familiarity with the content of Rule 15c2-12 and the SEC Municipal Markets Report, and in furtherance thereof receive appropriate training regarding the Issuer's disclosure obligations in accordance with federal securities laws, state regulations and Rule 15c2-12. When appropriate, the Disclosure Officer and/or other Issuer employees and officials under the direction of the Disclosure Officer will attend training programs offered by the SEC or other industry professionals regarding disclosure policies and procedures developed in the context of Rule 15c2-12 that are relevant to the Issuer. Each person acting in the capacity of a Disclosure Officer shall receive such training as may be necessary for the person to perform competently the duties and responsibilities of Disclosure Officer to ensure the Issuer's compliance with the provisions of this Policy.

## **ARTICLE IV**

### **ANNUAL DISCLOSURE FILINGS**

#### **SECTION 4.01     ANNUAL DISCLOSURE FILINGS.**

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<sup>1</sup> The general materiality standard used by the United States Supreme Court. See TSC Industries, Inc. v. Northway, Inc., 426 U.S. 438, 449 (1976).

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The Disclosure Officer shall annually review each Continuing Disclosure Undertaking to determine: (i) the appropriate financial information and operating data required to be included in the Annual Report; and (ii) the filing deadline for such Annual Report or a part thereof. The Disclosure Officer should review the Issuer's documents, Debt Obligations, and disclosure and reporting requirements described in Sections 3.01 and 3.02 of this Policy in determining the appropriate financial information and operating data to be included in the Annual Report. As indicated in Section 3.02 of this Policy, the Disclosure Officer's review necessarily includes review of other documents relating to the financial and operating status of the Issuer to ensure that all required information is appropriately incorporated into the Annual Report. The Disclosure Officer shall be required to provide only the financial information, operating data, financial statements and notices which the Issuer has expressly agreed to provide pursuant to a respective Continuing Disclosure Undertaking, but, in consultation with appropriate accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, may submit other appropriate information to EMMA that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer. Additionally, the Disclosure Officer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with the Continuing Disclosure Undertaking.

### **ARTICLE V**

#### **DISCLOSURE FILINGS FOR EVENT NOTICES**

##### **SECTION 5.01 DISCLOSURE FILINGS FOR EVENT NOTICES 1-14.**

The Disclosure Officer shall determine whether an event included below has occurred with respect to the Issuer. If the Disclosure Officer determines that notice of the following events should be provided to the MSRB pursuant to a Continuing Disclosure Undertaking, the Disclosure Officer will cause the appropriate notice to be filed with the MSRB on EMMA, in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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For the purposes of the event identified as item (12) in this Section 5.01, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Disclosure Officer may seek the advice of other employees and officials of the Issuer, as well as the advice of the consultants and counsel to the Issuer, as to whether one of the above described events has occurred and whether an Event Notice shall be filed with the MSRB consistent with Rule 15c2-12.

### **SECTION 5.02 EVENT 15: INCURRENCE OF A MATERIAL FINANCIAL OBLIGATION OR TERMS AFFECTING SECURITY HOLDERS.**

- (a) Event 15. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01 and Event 16 described in Section 5.03, the Disclosure Officer shall determine whether an Event 15 has occurred with respect to the Issuer. If the Disclosure Officer determines that an Event 15 has occurred, the Disclosure Officer shall file, or cause to be filed, notice of such Event 15 with the MSRB through EMMA in a timely manner, not in excess of ten (10) Business Days after the date of incurrence. Beginning on the Compliance Date, Rule 15c2-12 establishes that an Event 15 is as follows:

- (15) Incurrence of a Financial Obligation of the Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if Material.

The Issuer recognizes that, unlike the events listed in Section 5.01 above, the stated purpose of the SEC in adding Event 15 to Rule 15c2-12 is to provide the secondary market with information regarding all debt, debt-like or debt-related Financial Obligations or Terms Affecting Security Holders incurred by the Issuer. The incurrence of Financial Obligations may occur outside the issuance of Municipal Securities and therefore engagement by the Disclosure Officer with counsel and other consultants experienced in compliance issues related to Rule 15c2-12 may be necessary to determine whether it is necessary to file an Event Notice for Event 15 with the MSRB through EMMA.

- (b) Financial Obligations and Terms Affecting Security Holders Subject to Disclosure. The Disclosure Officer shall first determine whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to disclosure under Event 15. When assessing whether a particular contract or obligation is a Financial Obligation or Terms Affecting Security Holders subject to disclosure as such terms are used in Event 15, the Disclosure Officer should consider the facts and circumstances surrounding the Issuer's incurrence of each type of contract and obligation, as well as the factors set forth below:
- i. Whether the contract or obligation could affect, or contains provisions or triggers that may impair, the Issuer's liquidity, overall creditworthiness or an existing security holders' rights;
  - ii. Whether the contract or obligation is a private placement of debt with a financial institution, letter of credit, standby line of credit, or a similar "credit agreement" that relates to a Debt Obligation;
  - iii. Whether the contract or obligation is an ordinary financial and operating liability incurred in the Issuer's normal course of business;

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- iv. Whether the contract or obligation contains acceleration provisions or restrictive debt service covenants that could affect the rights of existing security holders;
- v. Whether the contract or obligation is a short or long-term Debt Obligation of the Issuer under the terms of an indenture, loan agreement, capital lease, or other similar contract such as a line of credit;
- vi. Whether the contract or obligation is an operating lease, or a capital lease which operates as a vehicle for borrowing money (e.g. a lease-purchase agreement). For purposes of this Disclosure Policy, factors relevant to determining whether a lease is a vehicle for borrowing money (i.e., a Financial Obligation) are included in **Exhibit A** attached hereto;
- vii. Whether the contract or obligation represents competing debt with the Issuer's prior Debt Obligations that may affect the rights of the existing security holders;
- viii. Whether the contract or obligation is a derivative instrument entered into in connection with a pledge as security or source of payment for an existing or planned Debt Obligation, which may include any swap, security-based swap, futures contract, forward contract, option, a combination of the foregoing or any similar instrument;
- ix. Whether the contract or obligation is a derivative instrument designed to mitigate investment risk; or
- x. Whether the contract or obligation is a guarantee provided by the Issuer as a guarantor for the benefit of a third party.

The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary in making a determination as to whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to the disclosure requirements of Event 15.

- (c) **Determination of Material Event 15.** If the Disclosure Officer determines that the Issuer has incurred a Financial Obligation or Terms Affecting Security Holders subject to Event 15, the Disclosure Officer shall proceed to determine whether such Financial Obligation or Terms Affecting Security Holders are Material. The same practice used by the Issuer for determining whether a particular piece of information is Material in connection with preparing a disclosure document for an Offering set forth in Section 3.02(f) should be used for purposes of Event 15.

The Disclosure Officer shall determine whether a Financial Obligation or Terms Affecting Security Holders are Material upon the incurrence of the Financial Obligation or the Terms Affecting Security Holders, taking into account all relevant facts and circumstances. Relevant facts and circumstances may include, but are not limited to:

- i. The principal amount of the Financial Obligation, including the aggregate par amount of a series of related Financial Obligations, and the method of setting or adjusting the interest rate thereof;
- ii. The Issuer's overall balance sheet and the size of its existing Debt Obligations;
- iii. The source of security pledged for repayment of the Financial Obligation and the rights associated with such pledge;

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- iv. The length of time that the Financial Obligation is to remain outstanding; and
- v. Other appropriate terms of a Financial Obligation that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer.

The Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, shall no less often than annually set objective standards of materiality with respect to Debt Obligations incurred by the Issuer, which may include, but are not limited to, a monetary threshold that, in connection with other relevant facts and circumstances, is the basis for the determination of materiality for Financial Obligations or Terms Affecting Security Holders of the Issuer. With respect to lease agreements entered into by the Issuer, the Disclosure Officer shall implement the guidelines set forth in **Exhibit A** when assessing whether such lease agreements are Material Financial Obligations.

- (d) Incurrence. A Financial Obligation and Terms Affecting Security Holders is considered to be incurred by the Issuer on the date that such Financial Obligation or Terms Affecting Security Holders is enforceable against the Issuer. As a filing under Event 15 is required to be made in a timely manner, not in excess of ten (10) Business Days after date of incurrence, the Disclosure Officer shall begin the process of assessing whether a particular Financial Obligation or Terms Affecting Security Holders should be disclosed as far in advance of its incurrence as possible. Additionally, although not required, the Disclosure Officer may file a voluntary filing of all outstanding Material Financial Obligations incurred prior to the Compliance Date.
- (e) Exemption of Municipal Securities as to Which a Final Official Statement Has Been Provided. The Disclosure Officer is not obligated to disclose, as a Financial Obligation or Terms Affecting Security Holders subject to Event 15, Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12. The Disclosure Officer recognizes that this exclusion from the definition of "Financial Obligation" does not extend to Debt Obligations, contingent or otherwise, related to such Municipal Securities that may be disclosed or referenced in such final official statements.
- (f) Exemption of Monetary Obligations Resulting From Legal Proceedings. The Disclosure Officer is not required to disclose monetary obligations resulting from a judicial, administrative, or arbitration proceeding as an Event Notice.
- (g) Subjecting Debt Obligations to Annual Appropriation not Determinative. The Disclosure Officer understands that qualifying Debt Obligations or Financial Obligations such that payment is subject to annual appropriation may remove the "debt" designation for state constitutional or statutory purposes; however, this qualification alone will not be determinative as to whether the Issuer or Obligated Person has incurred a Material Financial Obligation; rather, when analyzing Debt Obligations and Financial Obligations that are subject to annual appropriation, the Disclosure Officer shall determine whether such Financial Obligation is Material, as described in Section 3.02(f), taking into account all relevant facts and circumstances as described in this Section 5.02.
- (h) Form of Event 15 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that a Debt Obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders that are Material and not exempt under subsection (e) and (f) of this Section 5.02, and therefore subject to Event 15, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA a notice not in excess of ten (10) Business Days of the date of the incurrence of the Financial Obligations or Terms Affecting Security Holders. The Disclosure Officer shall include a description of the Material terms of the Financial Obligation or Terms Affecting Security Holders within the Event 15 Event Notice. Terms considered Material for Event 15 may include, but are not limited to:

- i. The date of incurrence;

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- ii. Principal amount;
- iii. Maturity and amortization;
- iv. Interest rate, if fixed, or method of computation and any default rates, if variable; or
- v. Other appropriate terms deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with such incurrence of Financial Obligations or Terms Affecting Security Holders.

The Disclosure Officer shall determine, based on the facts and circumstances, whether to submit to the MSRB a description of the Material terms of the Financial Obligation or the Terms Affecting Security Holders, or alternatively or in addition, submit related materials such as transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders that set forth the material terms of the Financial Obligation or the Terms Affecting Security Holders. The Disclosure Officer shall not include, and shall take actions to redact, confidential information such as account numbers or other personally identifiable information (but not information relating to an interest rate or other pricing data). Should the Disclosure Officer determine that filing one or more of the transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders is appropriate under this subsection, the Disclosure Officer may redact any confidential or personally identifiable information from the Event 15 Event Notice.

### **SECTION 5.03      EVENT 16: EVENTS UNDER THE TERMS OF A FINANCIAL OBLIGATION WHICH REFLECT FINANCIAL DIFFICULTIES.**

- (a) Event 16. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01, and Event 15 described in Section 5.02, the Disclosure Officer shall determine whether an Event 16 has occurred with respect to the Issuer as follows:

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

If the Disclosure Officer determines that an Event 16 has occurred with respect to the Issuer, the Disclosure Officer will file or cause to be filed with the MSRB through EMMA a notice of Event 16, whether Material or not, provided the occurrence reflects financial difficulties of the Issuer. The Disclosure Officer shall file an Event 16 Event Notice even where the underlying Financial Obligation was incurred before the Compliance Date.

- (b) Reflection of Financial Difficulty of Obligated Person. The Disclosure Officer shall disclose to the MSRB the occurrence of an event listed in Event 16 only if the Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the Issuer, to the extent necessary, determines that the occurrence of the event reflects financial difficulties of the Issuer.

- (c) Events Subject to Event 16 Filing. Subject to subsection (b) of this Section 5.03, the Disclosure Officer should disclose any occurrence in connection with the terms of a Financial Obligation that reflects financial difficulties of the Issuer. Such occurrences may include, but are not limited to the following types of events:

- i. Monetary defaults or events of non-appropriation where the Issuer has failed to pay principal, interest, or other funds due, or a non-payment related default where the Issuer has failed to comply with specified covenants;
- ii. An event of acceleration exercised by a trustee or counterparty as the result of an event of default or other applicable remedy provision;
- iii. A modification of terms that reflects financial difficulties of the Issuer;

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- iv. A written or verbal waiver of an agreement provision that is a departure from what was agreed to under the original terms of such agreement; and
  - v. Other events under the terms of a Financial Obligation that reflect financial difficulties of the Issuer and share similar characteristics with the specific types of events in Event 16.
- (d) Form of Event 16 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that, in connection with the terms of a Financial Obligation of the Issuer, the Issuer is experiencing financial difficulties pursuant to Event 16, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA an Event 16 notice filing within ten (10) Business Days of the date of such determination containing a description of the relevant terms of the Financial Obligation. Terms considered relevant to an Event 16 notice filing may include, but are not limited to:
- i. The provisions within the Financial Obligation giving rise to the occurrence under Event 16;
  - ii. The nexus between the terms of such Financial Obligation giving rise to the occurrence under Event 16 and the existing or potentially forthcoming financial difficulties resulting therefrom;
  - iii. A description of the Issuer's current financial status; and
  - iv. Other appropriate facts deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with the occurrence of events relating to a Financial Obligation that reflect financial difficulties.

### **ARTICLE VI**

#### **MISCELLANEOUS**

##### **SECTION 6.01 ANNUAL REVIEW.**

The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation the Disclosure Officer shall prepare an annual report of the Issuer's compliance.

##### **SECTION 6.02 AMENDMENTS TO POLICY.**

This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.

## **EXHIBIT A**

### **LEASE AGREEMENTS OPERATING AS VEHICLES TO BORROW MONEY (FINANCIAL OBLIGATIONS)**

As a result of the amendments to Rule 15c2-12, compliance therewith effective February 27, 2019, Issuers or Obligated Persons that periodically enter into leases should develop policies and procedures to (i) determine whether the lease is a vehicle to borrow money, and is therefore a Financial Obligation, as opposed to an operating lease, (ii) determine if such lease becomes Material once incurred, after considering other relevant factors and all outstanding Financial Obligations (an Issuer or Obligated Person's threshold for outstanding Financial Obligations) and (iii) require that all executed leases are timely communicated to the Disclosure Officer for purposes of determining whether an Event Filing is necessary.

#### **I. Leases Operating as Vehicles to Borrow Money (Financial Obligations)**

The SEC has determined that a lease should generally be considered a debt obligation and thus a "Financial Obligation" under the Rule when such lease operates as a vehicle to borrow money (i.e., capital leases but not mere operating leases).<sup>1</sup>

Capital leases are generally recorded on the balance sheet of the Issuer or Obligated Person as an asset and a liability by an amount equal to the present value of the minimum lease payments; in contrast, operating leases are handled as off-balance sheet financings of assets and are recorded as operating expenses on the Issuer or Obligated Person's income statement. In determining which types of leases to include under the umbrella of "Financial Obligations," the SEC deemed it appropriate to include only those leases that could represent competing debt of the Issuer or Obligated Person (e.g., capital leases which are essentially vehicles to borrow money).

Because capital leases of the Issuer or Obligated Person are recorded in the same fashion as other competing debt of the Issuer or Obligated Person, each sharing a line item in the balance sheet as a liability or included in a more general line item (i.e., competing debt), capital leases are viewed by the SEC as rising to the level of a Financial Obligation because they operate more like a debt obligation. As such, Issuers and Obligated Persons should have procedures in place that help determine whether leases are capital leases or operating leases, as the incurrence of a capital leases will require a Materiality analysis to determine whether an Event 15 notice filing is required.

To make the determination of whether a lease operates as a vehicle to borrow money, the Disclosure Officer should work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer or Obligated Person, to the extent necessary, to determine whether the lease is a vehicle to borrow money (i.e., a capital lease) or an operating lease as operating leases will not rise to the level of a Financial Obligation under Event 15 of Rule 15c2-12.

#### *Characteristics of Leases Operating as Vehicles to Borrow Money (Capital Leases)*

In making the determination of whether a lease operates as a vehicle to borrow money and is therefore a Financial Obligation for purposes of Event 15, relevant characteristics may include, but are not limited to, the following:

- i. The lease contains a transfer of ownership of the underlying asset at the end of the lease term or shortly thereafter;
- ii. An option to purchase the underlying asset being leased at a discounted price is available, which may be exercised during or at the end of the lease term;
- iii. The term of the lease is greater than 75% of the useful life of the leased asset; or
- iv. The present value of the lease payment is greater than 90% of the leased asset's fair market value.

Although the characteristics above may be helpful in determining whether a lease operates as a vehicle to borrow money, the Disclosure Officer and appropriate staff and consultants should review of the entire lease, in context with the Issuer's financing and/or operating objectives, in considering whether a lease is a Financial Obligation subject to Event 15. Although a capital lease (as such term in commonly understood) will generally be treated as a vehicle to borrow money, the mere labelling of the lease as "capital" or "operating" will not itself be determinative.

#### **II. Determining Factors for Materiality of Leases that Constitute Financial Obligations**

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<sup>1</sup> Although the SEC in Release No. 34-83885, implementing the amendment of Rule 15c2-12 to include Event 15 and 16, has discontinued (following GASB's lead) the use of the term "capital lease" and "operating lease," the distinction remains useful to the extent that "capital leases" are commonly understood to be financed purchases of an underlying asset (and thus generally are vehicles to borrow money) whereas "operating leases" are not.

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Issuers and Obligated Persons should apply the Materiality standard in Section 3.02(f) and the relevant facts and circumstances in Section 5.02(c) of this Policy, in conjunction with the factors below for purposes of determining whether a lease that operates a vehicle to borrow money is Material and subject to an Event Filing under Event 15.

Given the difference in size, sophistication, features and number of obligations executed by certain issuers and Obligated Persons, factors used in determining the materiality of a lease that operates as a vehicle to borrow money may vary. The Disclosure Officer may utilize factors relevant to the Issuer or Obligated Person which may include, but are not limited to, one or more the following:

- i. Whether the cost of the lease incurred and the payment obligations thereof exceeds a specified percentage of the Issuer's or Obligated Person's fund balance (for purposes of this and the following considerations, the Issuer must determine, given its circumstances, the appropriate way to measure the impact of a lease, e.g., by the aggregate payments required, by principal amount or by annual payment impact to the Issuer's debt portfolio);
- ii. Whether the incurrence of the lease will increase the outstanding indebtedness of the Issuer or Obligated Person by more than a specified ratio or percentage;
- iii. Whether the incurrence of the lease and the payment obligations thereof exceeds a specified percentage of the Issuer's unrestricted revenues;
- iv. Whether the lease represents multiple counterparts of a single transaction that, if incurred at once, would exceed the limits stated in (i), (ii) or (iii) above;
- v. Whether the incurrence of the lease in conjunction with other outstanding Financial Obligations would in the aggregate exceed the limits stated in (i), (ii) and (iii) above; or
- vi. Whether the lease has acceleration provisions or is considered a security on parity or senior to outstanding Financial Obligations.

When utilizing the above factors, the Disclosure Officer must be aware that although a lease may not be Material when compared to the Issuer's or any Obligated Person's general revenues and fund balance, such lease may be material to Financial Obligations pledged to be paid from the specifically pledged revenues and fund balances. Therefore, the Disclosure Officer must look at both the general revenues and the specifically pledged revenues of the Issuer and any Obligated Person when determining the materiality of a lease that operates as a vehicle to borrow money.

If after using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above, the Disclosure Officer determines that the lease operating as a vehicle to borrow money is Material, a filing under Event 15 must be made within ten business days from the incurrence of such lease.

If a determination of Materiality is made under factor (v) above for a lease or any other Financial Obligation, additional Financial Obligations incurred thereafter may likely carry a *de facto* Materiality designation. As such, factor (v) above works as a magnitude test of the Issuer or Obligated Person as it becomes the Issuer or Obligated Person's Materiality threshold for all outstanding Financial Obligations.

### **III. Communication Amongst Departments Once Leases are Incurred**

The Disclosure Officer should become aware of the frequency in which the Issuer or Obligated Person incurs leases, as opposed to other forms Financial Obligations, in the ordinary course of the Issuer or Obligated Person's business. To further communication amongst multiple departments within the Issuer or Obligated Person, the Disclosure Officer should require that any member of the Issuer or Obligated Person's staff authorized to execute leases on behalf of the Issuer or Obligated Person report and provide copies of all leases directly to the Disclosure Officer within two (2) business days prior to their execution. Upon receipt of any lease, the Disclosure Officer shall immediately work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, to determine whether the lease operates as a vehicle to borrow

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money (i.e., is a Financial Obligation) and whether such lease is Material using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above.

## FINANCIAL POLICY STATEMENTS

Revised 7/10/2023

### I. STATEMENT OF PURPOSE

The intent of the Financial Policy and Financial Management Policy is to enable the City to achieve a long-term stable and positive financial condition. The guiding principles of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The more specific purpose is to provide guidelines to Management in planning and directing the City's finances and in developing recommendations to City Council.

The scope of the financial policies include the City's investment, debt and continuing disclosure policies covering areas such as accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, debt management, and planning concepts, in order to:

- a. present fairly and with full disclosure the financial position and results of financial operations of the City in conformity to generally accepted accounting principles (GAAP) as set forth by the governmental accounting standards board (GASB), and
- b. determine and demonstrate compliance with finance related legal and contractual issues in accordance with provisions of the Texas Local Government Code and other pertinent legal documents and mandates.

### II. GENERAL IMPLEMENTATION AND COMPLIANCE GUIDELINES

- A. **FINANCE COMMITTEE.** The Finance Committee, the City Manager, and the Finance Director shall be designated as the Finance Committee. The committee will meet at least quarterly. The committee will report to the City Council on the next Regular City Council meeting. The function of the committee will be:
  - 1) Fiscal policy review
  - 2) Auditor selection recommendation
  - 3) Investment and Debt policy review and guidance
  - 4) Long-range planning
- B. **ANNUAL REVIEW.** Based upon the results and recommendations of the Finance Committee review, the Council will annually approve the fiscal policies.
- C. **IMPLEMENTATION, COMPLIANCE, ACCOUNTABILITY AND REVIEW.** The Finance Director will be responsible for implementing these policies and will, to the best of his or her knowledge, make the City Manager, Finance Committee and the City

Council aware of any variances in practice from these policies or any other deviation from prudent financial practices in accordance with GAAP, the city charter, state laws and/or ethics of the profession.

### III. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

- A. ACCOUNTING. The City is solely responsible for the reporting of its financial affairs, both internally and externally. The City Manager is the City's Chief Fiscal Officer and the head of the administrative branch of the City government. The City Manager may delegate some or all of the financial administration but will maintain supervisory authority over all functions as specified in the City's Charter Article VII, Section 68.
- B. AUDITING. An independent certified public accounting (CPA) firm will perform annual financial audits.
  - 1) Qualifications of the Auditor. In conformance with the City's Charter and according to the provisions of Texas Local Government Code, Title 4, Chapter 103, the City will be audited annually by outside independent accountants. ("auditor").
  - 2) Auditor Repute. The auditor must be a CPA firm of good reputation and must demonstrate that it has the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards and contractual requirements. The auditor must be registered as a partnership or corporation or certified public accountants, holding a license under Article 41a-1, Section 9, of the Civil Statutes of Texas, capable of demonstrating that it has sufficient staff which will enable it to conduct the City's audit in accordance with generally accepted auditing standards as required by the City Charter and applicable state and federal laws.
  - 3) Timing. The auditor's report on the City's financial statements will be completed within 180 days of the City's fiscal year end.
  - 4) Management Letter. The independent CPA firm shall provide a management letter, if one is issued, no later than March 31 following the end of each fiscal year. The auditor will prepare and will review the management letter with Management and the Finance Committee. The Finance Director shall respond in writing to the City Manager and City Council regarding the auditor's management letter, addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor's report upon the resolution of any issues resulting from the review.
  - 5) Responsibility of Auditor to City Council. The auditor is accountable to the City Council and will have access to direct communication with the City Council if

the City Staff is unresponsive to auditor recommendations or if the Auditor considers such communication necessary to fulfill its legal and professional responsibilities.

- 6) Rotation of Auditor. The City will not require an auditor rotation, but will circulate requests for proposal for audit services at least every five years. Should the City Council be dissatisfied with the auditor's performance, it may request new proposals at any time. Year to year authorization to continue shall be done by July 1st of each year.

#### C. FINANCIAL REPORTING.

##### 1) External Reporting.

- a. Scope. The Annual Comprehensive Financial Report shall be prepared in accordance with generally accepted accounting principles (GAAP).
- b. Timing. The Report shall be presented to the Council within 180 calendar days of the City's fiscal year end. If City staffing limitations preclude such timely reporting, the Finance Director will inform the City Council of the delay and the reasons thereof.
- c. Awards. The Report shall be presented annually to the Government Finance Officer's Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting.

Internal Reporting. The Finance Department will prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs. Internal financial reporting objectives are addressed throughout these policies. IV. OPERATING BUDGET.

- A. PREPARATION. Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The City's "operating budget" is the City's annual financial operating plan. The scope of the budget includes all funds for which the City will adopt a formal budget, including Government Funds and Proprietary Funds.

- 1) Budgetary Process. The budget is prepared by the City Manager or his/her designee with the cooperation of all City Departments. The budget should be presented to the City Council between 60 and 90 days prior to fiscal year end, and should be enacted by the City Council prior to fiscal year end in accordance with the Charter.
- 2) Awards. If feasible, the operating budget will be submitted to the GFOA annually for evaluation and consideration for the Award for Distinguished Budget Presentation.

- 3) Basis of Budgeting. The basis of budgeting will be the same as the basis of accounting; that is, that budgets for the General Fund and the Special Revenue Funds are prepared on the modified accrual basis of accounting, and budgets for the Utility (Proprietary) Funds are prepared on a full accrual basis, except that capital purchases and depreciation are not adjusted until year-end financial reporting.
- 4) Financial Forecast. A five-year financial forecast shall be prepared annually, projecting revenues and expenditures for all operating and capital funds. This forecast shall be used as a planning tool in developing the following year's operating budget.
- 5) Proposed Budget Format. A proposed budget shall be prepared by the Manager with the participation of all of the City's Department Directors, within the provisions of the City Charter. The budget shall include at least four basic segments for review and evaluation. These segments are: (1) personnel costs, (2) operations and maintenance costs, (3) capital and other (non-capital) project costs, and (4) revenues. A four column format should be used such that prior year actual, current year budget and revised, and next year proposed are all clearly shown.
- 6) Council Participation. The budget review process shall include Council participation in the development of each of the four segments of the proposed budget and a Public Hearing to allow for citizen participation in the budget preparation. The budget process shall span sufficient time to address policy and fiscal issues by the Council. The budget process will be coordinated so as to identify major policy issues for City Council consideration prior to the budget approval date so that proper decision analysis can be made.
- 7) Filing and Adoption. Upon the presentation of a proposed budget document acceptable to the Council, the Council shall call and publicize a public hearing and adopt by Ordinance such budget as the City's Official Budget, effective for the fiscal year beginning. A copy of the proposed budget shall be filed with the City Secretary in accordance with the provisions of the City Charter. Should the Council fail to take final action on or before the last day of the fiscal year, the budget as submitted by the City Manager shall be deemed to have been finally adopted by the City Council.
- 8) Amending the Official Budget. The council may amend the budget for municipal purposes in accordance with state law.
- 9) Encumbrances. Encumbrances outstanding at the end of each fiscal year shall be reflected as reservations of fund balance. Subsequent year's payments on previously encumbered funds will be reflected as expenditures in the current

year. For Encumbrances that are brought forward from the previous year, budgets will be adjusted by the encumbered amount in the current year.

- B. **BALANCED BUDGET.** The operating budget will be balanced with current revenues and other resources greater than or equal to current expenditures/expenses. Use of beginning balances and other reserves to balance operations will be discussed with City Council during the budget process.
- C. **REPORTING.** Monthly financial reports will be prepared to enable the Department Managers to manage their budgets and to enable the Finance Director to monitor and control the budget as authorized by the City Manager. Summary financial reports will be presented to the departments within 10 business days. City Council will receive a quarterly financial summary of key funds within 30 to 45 days after the end of each quarterly period (December, March, June and September).
- D. **ACTIVITY INDICATORS AND STATISTICS.** Where appropriate, activity indicators and statistics will be used as guidelines and reviewed for efficiency and effectiveness. This information will be considered in the annual budgeting process and reported to the City Council regularly.
- E. **OPERATING POSITION.** The guidelines that the City should be following to assure fiscal stability are those outlined in Financial Condition/ Reserves/Stability Ratios (IX.A. through F.).

#### V. REVENUE MANAGEMENT.

- A. The City will strive for the following optimum characteristics in its revenue system:
  - 1) **SIMPLICITY.** The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs and to make it more understandable to the taxpayer or service recipient. The City will avoid nuisance taxes or charges as revenue source.
  - 2) **CERTAINTY.** A knowledge and understanding of revenue sources increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets and plans.
  - 3) **EQUITY.** The City shall make every effort to maintain, equity in its revenue system structure; i.e., the City shall seek to minimize or eliminate all forms of subsidy between entities, funds, services, utilities, and customers. The City shall require that there be a balance in the revenue system; i.e., the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

- 4) **ADMINISTRATION.** The benefits of a revenue will exceed the cost of collecting and administering the revenue program. The cost of collection will be reviewed annually for cost effectiveness as a part of the indirect cost and cost of services analysis. Where appropriate, the City will use the administrative processes of State or Federal collection agencies in order to reduce administrative costs.
  - 5) **DIVERSIFICATION AND STABILITY.** In order to protect from fluctuations in a revenue source due to changes in the economy and variations in weather, a diversified revenue system will be maintained to provide stability.
  - 6) **GRANTS AND RESTRICTED REVENUES.** In order to maintain flexibility in the revenue system, grants and restricted revenues shall be pursued on a cost-benefit basis. All grants and other federal/state, and restricted funds shall be managed and accounted to comply with the laws, regulations, and guidance of the grantor.
- B. The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:
- 1) **COST/BENEFIT OF ABATEMENT.** The City will use due caution in the analysis of any tax or fee incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as a part of such caution.
  - 2) **NON-RECURRING REVENUES.** One-time or non-recurring revenues will not be used to finance current ongoing operations. Non-recurring revenues should be used only for one-time expenditures such as long-lived capital needs.
  - 3) **PROPERTY TAX REVENUES.** All real and business personal property located within the City shall be valued at 100% of the fair market value for any given year based on the current appraisal supplied to the City by the Johnson County Appraisal District and Tarrant County Appraisal District. Total taxable valuation will be reappraised and reassessed in accordance with State statute, in order to maintain current market values.
- A 98% collection rate shall serve each year as a goal for tax collections. All taxes shall be aggressively pursued each year by the City's appointed tax assessor/collector. Tax accounts delinquent July 1st shall be submitted for collection each year to an attorney selected by the City Council. A penalty shall be assessed on all property taxes delinquent in accordance with State law and shall include all court costs, as well as an amount for compensation of the attorney as permitted by State law and in accordance with the attorney's contract with the City. Annual performance criteria will be developed for the attorney.

- 4) **INTEREST INCOME.** Interest earned from investment of available monies, whether pooled or not, will be distributed to the funds in accordance with the operating and capital budgets which, wherever possible, will be in accordance with the cash balance of the fund from which monies were provided to be invested.
- 5) **USER-BASED FEES AND SERVICE CHARGES.** For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "Full Cost Recovery", "Partial Cost Recovery," and "Minimal Cost Recovery," based upon City Council policy.
- 6) **UTILITY RATES.** The City will review and adopt utility rates annually that will generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects. Components of Utility Rates will include transfers to the General Fund as follows:
  - a. General and Administrative Charge. An administrative fee will be charged to the Utility Fund for services of general overhead, such as administration, finance, personnel, data processing, and legal counsel. This fee will be documented through a cost allocation procedure.
  - b. Franchise payment. A rate consistent with those charged to private utilities will be charged to the Utility Fund. This rate may be either raised or lowered so as to be consistent with those of the private utilities.
  - c. Payment in lieu of Property Tax (PILOT). A fee will be charged to the Utility Fund to equate to property taxes lost due to municipal ownership. Net book value will be used as a basis, barring absence of known market value. The existing tax rate will be applied to this base to determine the PILOT charge.
- 7) **REVENUE MONITORING.** Revenues received will be compared to budgeted revenues throughout the fiscal year and significant variances will be investigated.

## VI. EXPENDITURE CONTROL

- A. APPROPRIATIONS. The level of budgetary control is at the Department level budget in the General and Enterprise Funds, and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, these must be approved by the City Council. Budget appropriations at lower levels of control, which is defined as transfers, shall be made in accordance with the applicable administrative procedures.
- B. AMENDMENTS TO THE BUDGET. In accordance with the City Charter, all budget amendments shall be approved by the Council.
- C. CENTRAL CONTROL. No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Director without the prior authorization of the City Manager. However, Department Directors are authorized to approve budgetary line items transfers in the same fund within their own assigned departments. The City Manager assigns Departments to each Director as areas of their responsibilities, and documents it in the City's Organization Chart.
- D. PURCHASING. All purchases should be in accordance with the City's purchasing policies as defined in the Purchasing Manual. In accordance with Charter provisions, purchases and contracts as per the City's Procurement Policy, will be reviewed and recommended by staff and presented to Council for approval.
- E. PROMPT PAYMENT. All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt in accordance of Government Code Title 10. General Government, Subtitle F. State and Local Contracts and Fund Management, Chapter 2251.021 and other related state and local government laws and regulations.
- F. EQUIPMENT FINANCING. Equipment is accounted for at the original acquisition cost, which includes purchase price plus any costs incurred to place the equipment in service. Equipment may be leased or financed when the unit purchase price is \$5,000 or more and the useful life is at least five years. Departments shall contact the Finance Department for transfer or disposal instructions.
- G. RISK MANAGEMENT. The City will aggressively pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs. All reasonable options will be investigated to finance risks. Such options may include risk transfer, insurance, and risk retention.
- H. AUTHORIZATION OF PAYMENT. Two signatures are required to conduct business on behalf of the City of Burleson, Texas. Both the City Manager and the Director of Finance, or their designee(s), are hereby authorized to execute the required Agreement with the Bank Depository. Designee(s) who are authorized to transact

business on behalf of the City Manager are the City of Burleson's Deputy City Manager or the City Secretary. The designee who is authorized to transact business on behalf of the Director of Finance is the City of Burleson's Assistant Director of Finance and Controller.

I. AUTHORIZATION OF WIRE TRANSFERS BY THE CITY.

1. In general, attachments A through D to this Policy are as follows:

- a. Attachment "A" List of authorized individuals who may approve wire transfers.
- b. Attachment "B" Designation of Custodial/Safekeeping Agent.
- c. Attachment "C" List of authorized Investment Pools.
- d. Attachment "D" List of authorized Paying Agents.

Changes to attachments for revisions, additions, or deletions to any of the designations on Attachment "A", "B", "C" and "D" shall require the approval of two individuals listed on Group B as listed on Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regular scheduled meeting.

2. SECURITY PURCHASES.

- a. Two employees designated on Group A of Attachment "A" must approve wire transfers associated with security purchases.
- b. All security purchases shall be executed "delivery vs. payment."
- c. Any change in the City's custodial relationship must be approved by two individuals designated in Group B of Attachment "A".

3. INVESTMENT POOLS

- a. Two employees designated on Group A of Attachment "A" must approve wire transfers to designated investment pools.
- b. Any revision, addition or deletions to the list of designated investment pools shall require the approval of two individuals designated in Group B of Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regularly scheduled meeting.

4. PAYING AGENTS

- a. Two individuals designated on Group A of Attachment "A" must approve wire transfers to designated paying agents.

- b. Any revision, addition or deletion to the list of designated paying agents will require the approval of two individuals designated in Group B of Attachment "A". Such approval shall not be necessary when supplementary information unrelated to the accounts varies. For example, the paying agent may request that the wire include a notation that the transaction is to the attention of a certain individual. So long as the wire is the benefit of an authorized account, such clarifying information is permissible. Copies of additions, deletions, and changes will be provided to the Finance Committee at their regular scheduled meeting.

## 5. MISCELLANEOUS

- a. Wire transfers to any party not involving a security purchase destined for custodial safekeeping with an approved organization, or to an authorized investment pool, or to an authorized paying agent, shall require the approval of two authorized individuals in Group B of Attachment "A". Copies of such transactions will be provided to the Finance Committee at their next regularly scheduled meeting.

## VII. ASSET MANAGEMENT

- A. INVESTMENTS. The Finance Director shall promptly invest all City funds with the Bank Depository in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument that the Council has authorized under the provisions of the Texas Public Funds Investment Act and in accordance with the City Council approved Investment Policy.
- B. CASH MANAGEMENT. The City's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasible, including property tax payments, utility bills, municipal fines, building and related permits and licenses, and other collection offices as appropriate. Cycle billing will be used where appropriate.
- C. FIXED ASSETS AND INVENTORY. These assets will be reasonably safeguarded and properly accounted for, and prudently insured. A fixed asset of the City shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, addition to existing capital investments, land, buildings or accessioned Library materials. The cost or value of any such acquisition must be \$5,000 or more within an expected useful life greater than one year. All City departments with inventory are required to conduct a physical inventory under their control on an annual basis.
- D. DEPOSITORIES The City Council, having given due consideration to all of its options and taking into consideration what is in the best interest of the municipality,

hereby authorizes the consideration of applications of depositories not doing business within the City of Burleson, Texas so long as that bank maintains a business location within a five-mile radius of Burleson City Hall. This authorization encompasses all of the depository uses and requirements of the City.

#### VIII. CAPITAL BUDGET AND PROGRAM

- A. PREPARATION. The City will develop a 5 year capital improvement plan (CIP) to include all capital projects being considered and all resources for capital funding. The budget will be prepared on a fiscal year ending calendar and reported annually. The 5 year CIP will be prepared by Department Director and presented to City council during the budget process. Finance Director will work closely with Department to ensure funding capacity is available.
- B. CONTROL. All capital project expenditures must be appropriated in the capital budget at a project level. The Finance Department must certify the availability of such appropriations or the availability of resources needed to be appropriated before a capital project contract is presented to the City Council for approval. Any remaining funds of a completed project not allocated by City Council will be closed into an unallocated account in the same fund. Similar projects are to be grouped together in a fund based on type of project and source of funding, using the similar Capital Projects Fund classifications for reporting purposes in the Annual Financial Report.
- C. PROGRAM PLANNING. The capital budget will include capital improvements program plans for future years. The planning time frame should normally be at least five years. The replacement and maintenance for capital items should also be projected for the next 5 years. Future maintenance and operational costs will be considered at the initiation of a project so the costs can be included in the relevant operating budget.
- D. FINANCING PROGRAMS. Where applicable, assessments, impact fees, pro-rata charges, or other fees should be used to fund capital projects having a primary benefit to specific, identifiable property owners.
- E. INFRASTRUCTURE MAINTENANCE. The City recognizes that deferring maintenance increases future capital costs. Therefore, a portion of the appropriate fund's budget will be set aside each year to maintain the quality of the City's infrastructure. The inclusion of infrastructure maintenance and replacement costs in the current operating budget will place the burden of the costs and repairs on the current users of the systems.
- F. REPORTING. Periodic financial reports will be prepared to enable Department Managers to manage their capital budgets and to enable the Finance Department to monitor and control the capital budget as authorized by the City Manager.

Summary capital projects status reports should be presented to the City Council quarterly.

#### IX. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

- A. **OPERATIONAL COVERAGE. (NO OPERATING DEFICITS).** The City will maintain an operational coverage factor of 1.00, such that current operating revenues (plus approved fund balance appropriations) will equal or exceed current operating expenditures.

Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated in Paragraph B, following.

#### B. OPERATING RESERVES/FUND BALANCES

- a. Governmental funds of the City of Burleson shall be defined as follows:

- 1) General Fund The general fund should be used to account for and report all financial resources not accounted for and reported in another fund.
- 2) Special Revenue Funds Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the fund if those resources are restricted, omitted, or assigned to the specified purpose of the fund. Governments should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in the general fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources.
- 3) Capital Projects Funds Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

- 4) Debt Service Funds Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest, even if it is being accumulated for future years' payments. Debt service funds should be used to report resources if legally mandated.
- 2) Ending fund balances of the City of Burleson shall be reported according to the following classifications:
    - 1) GENERAL FUND
    - 2) DEBT SERVICE FUNDS RESTRICTED
    - 3) SPECIAL REVENUE FUNDS RESTRICTED/COMMITTED
    - 4) CAPITAL PROJECT FUNDS NON-BONDED - COMMITTED
  - 3) CAPITAL PROJECT FUNDS BONDED – RESTRICTED Order of expenditure -- When committed, assigned and unassigned resources can be used for the same purpose, funds shall be spent in the sequence of committed resources first, assigned second, and unassigned last.
  - 4) It is the goal of the City that the unassigned fund balance of the General Fund should be at least 20% of the General Fund annual expenditures. This percentage is the equivalent of 73 days' expenditures. In order to adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will strive to maintain the fund balance if the unassigned balance grows beyond 90 days' expenditures.
  - 5) The Water and Wastewater Fund working capital should be maintained at least at 20% of total operating expenditures or the equivalent of 73 days.
  - 6) It is the goal of the City that the fund balance of the 4A Corp and 4B Corp, should maintain at least a 20% minimum of total operating expenditure or the equivalent of 73 days.

#### C. CAPITAL AND DEBT SERVICE FUNDS

- 1) Items in the Capital Projects Funds will be completed and paid for within 36 months of receipt of proceeds. Balances will be used to generate interest income to offset construction costs.
- 2) General Obligation Debt Service Funds will not have reserves.  
The policy above does not preclude the debt service reserves normally established to market revenue bonds. The City's policy and bond ordinance

requirements are to maintain these debt service reserves at the level of the average annual debt service.

- 3) Revenue Obligations will maintain Debt Coverage Ratios as specified by the bond covenants. The City is currently required to have net revenues in excess of average annual debt by 1.25 times. Net revenues must also exceed the maximum outstanding debt by 1.10 times. Both these tests must be met in order to issue additional bonds.
- 4) Obligations of Burleson's economic development corporations will maintain coverage ratios as specified by bond covenants. If the City issues obligations partially secured by a limited pledge of the corporations' sales tax revenues, not subject to the coverage ratios of the revenue bond covenants, coverage shall be maintained at no less than 1.25 times average annual debt service, and 1.15 times the maximum annual debt service. Both of these tests must be met in order to issue additional bonds.

#### X. TREASURY AND DEBT MANAGEMENT

- A. CASH MANAGEMENT. Periodic review of cash flow position will be performed to determine performance of cash management and investment policies. A detailed policy structure will be followed with respect to Cash/Treasury Management. The underlying theme will be that idle cash will be invested with the intent to 1) safeguard assets, (2) maintain liquidity, and 3) maximize return. Where legally permitted, pooling of investments will be done.

The City will adhere to the investments authorized through the Texas' Public Funds Investment Act and the city's established comprehensive Investment Policies and Guidelines. Such policies clarify acceptable investment securities, brokers, terms, and other pertinent investment information.

- B. DEBT MANAGEMENT. The City's Debt Management Policy establishes parameters and provides guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

#### XI. INTERNAL CONTROLS

- A. WRITTEN PROCEDURES. Written procedures will be established and maintained by the Director of Finance for all functions and financial cycles including cash handling and accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

B. DEPARTMENT DIRECTORS AND MANAGERS RESPONSIBILITY. City administrators and manager are charged with the responsibility for establishing a network of processes with the objective of controlling the operations of the City in a manner which provides reasonable assurance that:

- 1) Data and information published either internally or externally is accurate, reliable, complete, and timely.
- 2) The actions of administrators and employees are in compliance with the City's charter, plans, policies and procedures, and all relevant laws and regulations.
- 3) The City's resources including its people, systems, data/information, assets, and citizens are adequately protected.
- 4) Resources are acquired economically and employed effectively.
- 5) The City's internal controls promote the achievement of plans, programs, goals, and objectives.

Each Department Manager is responsible to ensure that good internal controls are followed throughout his or her Department, that all Finance Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

## XII. STAFFING AND TRAINING

- A. ADEQUATE STAFFING. Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload shedding alternatives will be explored before adding staff.
- B. TRAINING. The City will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.
- C. AWARDS, CREDENTIALS AND RECOGNITION. The City will support efforts and involvements resulting in meeting standards and receiving exemplary recitations on behalf of any of the City's fiscal policies, practices, processes, products, or personnel. Staff certifications may include Certified Public Accountant, Management Accountant, Certified Internal Auditor, and Certified Cash Manager. Further, the Finance Director will try to obtain and maintain the designation of Certified Government Finance Officer as awarded by the GFOA of Texas.

The City will strive to maintain a high level of excellence in its accounting policies

and practices as it prepares its Financial Report. The Report will be presented to the Government Finance Officers Association (GFOA) for review of qualifications necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting. Additionally, the City will submit its annual budget to GFOA for consideration for Distinguished Budget Award, and submit Investment Policy to obtain the Certificate of Distinction from the Government Treasurers' Organization of Texas.

- D. TRANSPARENCY. A reasonable effort will be made to ensure relevant financial information is made available to all citizens in a 'user friendly' format in an easy to understand terminology. In pursuit of this goal, the city will seek recognition through state and national transparency and reporting programs.

## ATTACHMENT A – AUTHORIZED INDIVIDUALS FOR WIRE TRANSFERS

Any **two** individuals listed below are hereby authorized to:

1. Execute wire transfers for security purchases executed on a delivery vs payment basis and for which custodial safekeeping is maintained at an approved institution.
2. Execute wire transfers to approved investment pools and paying agents.
3. Make a wire transfer for any other purpose. Any revision, addition or deletion involving an approved custodial agent, investment pool, or paying agent. .

Revisions will be provided to the Finance Committee at the next scheduled meeting.

*Director of Finance*

*City Manager*

*Deputy City Manager*

*Assistant Finance Director*

*Controller*

*Chief Accountant*

*Senior Accountant*

*Supervisory Accountant*

## ATTACHMENT B – CUSTODIAL (SAFEKEEPING) AGENT

American National Bank of Texas  
ABA = 111901519 (routing)  
FAO = For Account of – City of Burleson

ATTACHMENT C – AUTHORIZED INVESTMENT POOLS

TEXPOOL

State Street Boston

ABA # 011000028

ACCOUNT # 67573774

BANK OF NEW YORK

ABA # 021000018

ACCOUNT #8900549424

ACCOUNT NAME: LONE STAR INVESTMENT POOL

TEXSTAR

JP MORGAN CHASE

ABA # 021000021

ACCOUNT # 9102733343

LOGIC

JP MORGAN CHASE

ABA # 1130000609

ACCOUNT # 08805173794

ATTACHMENT D – AUTHORIZED PAYING AGENTS

U.S. BANK, N.A.  
MILWAUKEE, WI 53202  
ABA # 091000022  
BNF: USBANK CT WIRE CLRG  
ACCOUNT #180121167365  
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## ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

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## **ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©**

### **ARTICLE I PURPOSE AND SCOPE**

#### **SECTION 1.01 DEFINITIONS.**

The words and terms used in this Model Securities Law Compliance and Disclosure Policy (this "Policy") have the meanings specified in Article II hereof, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number, and *vice versa*.

#### **SECTION 1.02 PURPOSE OF POLICY.**

- (a) Continuing Disclosure Undertaking Requirement. Under Rule 15c2-12, underwriters of Municipal Securities may not purchase or sell Municipal Securities unless the underwriters have reasonably determined that the issuer of the Municipal Securities or its designated agent has undertaken in a written agreement to provide continuing disclosure of certain financial information and operating data, and to file notices of certain events designated in Rule 15c2-12. The Issuer is required under its Continuing Disclosure Undertakings to provide disclosures of certain financial information and operating data and notice of certain events to the MSRB on EMMA to facilitate informed secondary market trading. This Policy is adopted by the Issuer to assist in its compliance with federal and state securities laws and regulations, including, specifically, Rule 15c2-12. This Policy is established to ensure that the Issuer maintains adequate policies and procedures for gathering, analyzing and disclosing all information that is required to be provided to, or that may be reasonably expected to reach investors or trading markets, which relates to the issuance of the Issuer's Debt Obligations. Such information consists of the content of the Issuer's Offering Documents, continuing disclosure reports, event notices and other statements reasonably expected to reach the public markets.
- (b) Recommendation of Written Procedures. The Issuer recognizes that the SEC recommends adopting disclosure policies and amending existing disclosure policies from time to time to address the process for evaluating the disclosure process including disclosures for certain Event Notices. Written policies and procedures adopted by the Issuer will serve to streamline the process of disclosing required information. The Disclosure Officer, and other officers selected by the Issuer, if any, may establish additional written procedures from time to time to ensure that any Offering Documents (i) fully and accurately present the Issuer's financial condition and operations and (ii) do not omit any Material information regarding the Issuer.

#### **SECTION 1.03 SCOPE OF POLICY.**

This Policy applies to all Debt Obligations of the Issuer that are currently outstanding and all future bonds, notes, leases or derivative instruments to be executed by the Issuer. If the provisions of this Policy conflict with a respective Continuing Disclosure Undertaking, the terms of such Continuing Disclosure Undertaking will control.

### **ARTICLE II DEFINITIONS**

#### **SECTION 2.01 DEFINED TERMS.**

"Annual Report" means the Issuer's audited financial statements (or unaudited financial statements if permitted by the Continuing Disclosure Undertaking) and certain other financial information and operating data required to be filed annually with the MSRB.

"Business Day" means any day except any Saturday or Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions are authorized or required by law to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Date" means February 27, 2019.

"Continuing Disclosure Undertaking" means a continuing disclosure agreement, continuing disclosure undertaking, continuing disclosure instructions or other written certification and agreements of the Issuer setting out covenants for satisfying the Issuer's requirements for providing information to the MSRB in an electronic format pursuant to and in accordance with Rule 15c2-12.

"Debt Obligation" means each contract of the Issuer that has sufficient characteristics of debt so that it is included in the Issuer's financial statements as a long-term liability of the Issuer, including, but not limited to bonds, notes, leases and similar instruments used by the Issuer for borrowing purposes.

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"Disclosure Officer(s)" means the Issuer's Director of Finance, or, if the position of Director of Finance is vacant, the person(s) filling the responsibilities of the City Manager or Assistant City Manager for the Issuer.

"EMMA" means the Electronic Municipal Market Access system, the prescribed electronic format for disclosures established and maintained by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

"Event 15" means the event set forth in Section 5.02(a) of this Policy.

"Event 16" means the event set forth in Section 5.03(a) of this Policy.

"Event Notices" means all event notices required by Rule 15c2-12.

"Financial Obligation" means: (i) a Debt Obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned Debt Obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"GASB" means the Governmental Accounting Standards Board.

"IRS" means the Internal Revenue Service.

"Issuer" means the City of Burleson, Texas.

"Material" has the meaning given in Section 3.02(f) of this Policy.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the SEC in accordance with Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a State or any political subdivision thereof, or any agency or instrumentality of a State or any political subdivision thereof, or any municipal corporate instrumentality of one or more States and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Obligated Person" means any person, including an issuer of Municipal Securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Municipal Securities to be sold in the Offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities); furthermore, for purposes of this Policy, the Issuer is an Obligated Person.

"Offering" means a primary offering of Municipal Securities with an aggregate principal amount of \$1,000,000 or more.

"Offering Document" means any preliminary or final official statement, private placement memorandum or limited offering memorandum, or other similar instrument prepared in connection with the sale, issuance and delivery of an Offering.

"Rule 15c2-12" means SEC Rule 15c2-12, governing the obligations of dealers regarding Municipal Securities under the Securities Exchange Act of 1934, as amended from time to time, which is available at <https://www.gpo.gov/fdsys/pkg/CFR-2013-title17-vol3/pdf/CFR-2013-title17-vol3-sec240-15c2-12.pdf>.

"SEC" means the United States Securities and Exchange Commission.

"SEC Municipal Markets Report" means the Report on the Municipal Securities Market of the SEC, dated July 31, 2012, available at <https://www.sec.gov/news/studies/2012/munireport073112.pdf>.

"Terms Affecting Security Holders" means a Material agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer that affects security holders.

"U.S. Bankruptcy Code" means Title 9 of the United States Code, as amended from time to time, and any successor to or replacement of such Title and any other applicable federal bankruptcy, insolvency or similar law.

### **ARTICLE III**

#### **DISCLOSURE OFFICER; RECORD RETENTION; TRAINING**

## **ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©**

### **SECTION 3.01 DISCLOSURE OFFICER.**

The Issuer shall appoint a Disclosure Officer who shall be responsible for implementing this Policy. The Disclosure Officer will work with other employees and officials of the Issuer to assist in implementing this Policy. The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary to carry out the purpose of this Policy. The Disclosure Officer will report to the Issuer's governing body as provided in Section 6.01 herein, regarding implementation of this Policy and any recommended changes or amendments to this Policy.

### **SECTION 3.02 DUTIES OF DISCLOSURE OFFICER.**

- (a) General Duties. The Disclosure Officer shall be primarily responsible for ensuring and determining the Issuer's compliance with this Policy and federal and state securities laws and regulations applicable to the Issuer, including specifically Rule 15c2-12, and including identifying and remedying any non-compliance with this Policy and such laws and regulations.
- (b) Review of Relevant Documents. The Disclosure Officer will review the following documents, obligations, and disclosure and reporting requirements of the Issuer in connection with the issuance of Municipal Securities to comply with Article IV and V of this Policy and in the ordinary course of business of the Issuer:
  - i. Offering Documents;
  - ii. Audited and unaudited financial statements, including notes to such statements;
  - iii. Changes to accounting standards promulgated by GASB and other applicable accounting standards and rules;
  - iv. Adopted annual budgets and amendments thereto;
  - v. Continuing Disclosure Undertakings; and
  - vi. Other relevant documents that reflect the Issuer's financial position and operating data.

The Disclosure Officer shall take reasonable steps to ensure that all Offering Documents are timely provided to the Issuer's governing body to ensure meaningful review and approval thereof. In addition, the Disclosure Officer shall take reasonable steps to ensure that for purposes of securities law compliance the Issuer's governing body is generally aware of the other documents listed above and of the significance of those documents to the Issuer's disclosure obligations.

- (c) Solicitation of Relevant Information. In the performance of its duties under this Policy, the Disclosure Officer shall be responsible for soliciting any relevant information from other employees, officials or departments within the internal organization of the Issuer, including public statements made by officials of the Issuer that the Disclosure Officer reasonably believes will reach investors or trading markets generally. The Disclosure Officer is additionally responsible for obtaining any documentation prepared by an outside source that may be necessary to assist the Disclosure Officer in carrying out this Policy. The Disclosure Officer shall undertake a thorough review of the form and content of each of the Issuer's annual filings, and any Event Notice filings, as required pursuant to Article IV and V hereof.
- (d) Public Statements Regarding Financial Information. Whenever an officer or employee of the Issuer makes statements or releases information relating to its finances and other operations of the Issuer to the public that is reasonably expected to reach investors and the trading markets (including, without limitation, all Event Notices, statements in a comprehensive annual financial report, and other financial reports and statements of the Issuer), the Disclosure Officer shall be responsible for ensuring that such statements and Material information are complete, true, and accurate in all material aspects and available to all investors. The Disclosure Officer will work with other officers of the Issuer to ensure that all public statements and information released by the Issuer are accurate and are not misleading in all Material aspects.

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- (e) Issuance of Debt Obligations. Whenever the Issuer prepares or participates in the preparation of an Offering Document, the Disclosure Officer, in addition to any other officers selected by the Issuer, shall be responsible for making all certifications that may be required to the effect that such Offering Document does not contain any untrue statement of Material fact or omit to state any Material fact necessary to make the information contained in such documents, in the light of the circumstances under which it was provided, not misleading.

Such determination by the Disclosure Officer shall only be made after coordination with the Issuer's attorney or other administrative officer having ultimate responsibility with respect to the Issuer's operations, risks and litigation, to ensure that any current, pending or threatened losses, investigations or litigation, and any settlement or court orders that are Material to the Issuer are properly identified.

- (f) Determination of Material Information. The Issuer understands that determining materiality requires a complete review of facts and circumstances (which may include a review of outstanding Debt Obligations) and in some instances may require the Disclosure Officer to discuss matters with other officers or consultants of the Issuer. Furthermore, each determination of materiality made by the Disclosure Officer shall be made on a case-by-case basis. For purposes of this Policy, information is "Material" if there is a substantial likelihood that the disclosure of that information would be viewed by a reasonable investor as having significantly altered the total mix of information made available in making an informed investment decision.<sup>1</sup>

### **SECTION 3.03     RECORD RETENTION.**

The Disclosure Officer will maintain or cause to be maintained all records relating to annual disclosure filings including the financial information and operating data to be included in the Annual Report for a period of three (3) years after retirement of the related Debt Obligations. The Disclosure Officer will additionally maintain or cause to be maintained all records relating to Event Notices required to be filed with the MSRB under the Continuing Disclosure Undertaking. Such records shall be maintained in either paper or electronic format, or in both formats.

### **SECTION 3.04     TRAINING.**

The Disclosure Officer shall have at least a general familiarity with the content of Rule 15c2-12 and the SEC Municipal Markets Report, and in furtherance thereof receive appropriate training regarding the Issuer's disclosure obligations in accordance with federal securities laws, state regulations and Rule 15c2-12. When appropriate, the Disclosure Officer and/or other Issuer employees and officials under the direction of the Disclosure Officer will attend training programs offered by the SEC or other industry professionals regarding disclosure policies and procedures developed in the context of Rule 15c2-12 that are relevant to the Issuer. Each person acting in the capacity of a Disclosure Officer shall receive such training as may be necessary for the person to perform competently the duties and responsibilities of Disclosure Officer to ensure the Issuer's compliance with the provisions of this Policy.

## **ARTICLE IV**

### **ANNUAL DISCLOSURE FILINGS**

#### **SECTION 4.01     ANNUAL DISCLOSURE FILINGS.**

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<sup>1</sup> The general materiality standard used by the United States Supreme Court. See TSC Industries, Inc. v. Northway, Inc., 426 U.S. 438, 449 (1976).

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The Disclosure Officer shall annually review each Continuing Disclosure Undertaking to determine: (i) the appropriate financial information and operating data required to be included in the Annual Report; and (ii) the filing deadline for such Annual Report or a part thereof. The Disclosure Officer should review the Issuer's documents, Debt Obligations, and disclosure and reporting requirements described in Sections 3.01 and 3.02 of this Policy in determining the appropriate financial information and operating data to be included in the Annual Report. As indicated in Section 3.02 of this Policy, the Disclosure Officer's review necessarily includes review of other documents relating to the financial and operating status of the Issuer to ensure that all required information is appropriately incorporated into the Annual Report. The Disclosure Officer shall be required to provide only the financial information, operating data, financial statements and notices which the Issuer has expressly agreed to provide pursuant to a respective Continuing Disclosure Undertaking, but, in consultation with appropriate accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, may submit other appropriate information to EMMA that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer. Additionally, the Disclosure Officer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with the Continuing Disclosure Undertaking.

### **ARTICLE V**

#### **DISCLOSURE FILINGS FOR EVENT NOTICES**

##### **SECTION 5.01 DISCLOSURE FILINGS FOR EVENT NOTICES 1-14.**

The Disclosure Officer shall determine whether an event included below has occurred with respect to the Issuer. If the Disclosure Officer determines that notice of the following events should be provided to the MSRB pursuant to a Continuing Disclosure Undertaking, the Disclosure Officer will cause the appropriate notice to be filed with the MSRB on EMMA, in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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For the purposes of the event identified as item (12) in this Section 5.01, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Disclosure Officer may seek the advice of other employees and officials of the Issuer, as well as the advice of the consultants and counsel to the Issuer, as to whether one of the above described events has occurred and whether an Event Notice shall be filed with the MSRB consistent with Rule 15c2-12.

### **SECTION 5.02 EVENT 15: INCURRENCE OF A MATERIAL FINANCIAL OBLIGATION OR TERMS AFFECTING SECURITY HOLDERS.**

- (a) Event 15. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01 and Event 16 described in Section 5.03, the Disclosure Officer shall determine whether an Event 15 has occurred with respect to the Issuer. If the Disclosure Officer determines that an Event 15 has occurred, the Disclosure Officer shall file, or cause to be filed, notice of such Event 15 with the MSRB through EMMA in a timely manner, not in excess of ten (10) Business Days after the date of incurrence. Beginning on the Compliance Date, Rule 15c2-12 establishes that an Event 15 is as follows:

- (15) Incurrence of a Financial Obligation of the Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if Material.

The Issuer recognizes that, unlike the events listed in Section 5.01 above, the stated purpose of the SEC in adding Event 15 to Rule 15c2-12 is to provide the secondary market with information regarding all debt, debt-like or debt-related Financial Obligations or Terms Affecting Security Holders incurred by the Issuer. The incurrence of Financial Obligations may occur outside the issuance of Municipal Securities and therefore engagement by the Disclosure Officer with counsel and other consultants experienced in compliance issues related to Rule 15c2-12 may be necessary to determine whether it is necessary to file an Event Notice for Event 15 with the MSRB through EMMA.

- (b) Financial Obligations and Terms Affecting Security Holders Subject to Disclosure. The Disclosure Officer shall first determine whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to disclosure under Event 15. When assessing whether a particular contract or obligation is a Financial Obligation or Terms Affecting Security Holders subject to disclosure as such terms are used in Event 15, the Disclosure Officer should consider the facts and circumstances surrounding the Issuer's incurrence of each type of contract and obligation, as well as the factors set forth below:
- i. Whether the contract or obligation could affect, or contains provisions or triggers that may impair, the Issuer's liquidity, overall creditworthiness or an existing security holders' rights;
  - ii. Whether the contract or obligation is a private placement of debt with a financial institution, letter of credit, standby line of credit, or a similar "credit agreement" that relates to a Debt Obligation;
  - iii. Whether the contract or obligation is an ordinary financial and operating liability incurred in the Issuer's normal course of business;

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- iv. Whether the contract or obligation contains acceleration provisions or restrictive debt service covenants that could affect the rights of existing security holders;
- v. Whether the contract or obligation is a short or long-term Debt Obligation of the Issuer under the terms of an indenture, loan agreement, capital lease, or other similar contract such as a line of credit;
- vi. Whether the contract or obligation is an operating lease, or a capital lease which operates as a vehicle for borrowing money (e.g. a lease-purchase agreement). For purposes of this Disclosure Policy, factors relevant to determining whether a lease is a vehicle for borrowing money (i.e., a Financial Obligation) are included in **Exhibit A** attached hereto;
- vii. Whether the contract or obligation represents competing debt with the Issuer's prior Debt Obligations that may affect the rights of the existing security holders;
- viii. Whether the contract or obligation is a derivative instrument entered into in connection with a pledge as security or source of payment for an existing or planned Debt Obligation, which may include any swap, security-based swap, futures contract, forward contract, option, a combination of the foregoing or any similar instrument;
- ix. Whether the contract or obligation is a derivative instrument designed to mitigate investment risk; or
- x. Whether the contract or obligation is a guarantee provided by the Issuer as a guarantor for the benefit of a third party.

The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary in making a determination as to whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to the disclosure requirements of Event 15.

- (c) **Determination of Material Event 15.** If the Disclosure Officer determines that the Issuer has incurred a Financial Obligation or Terms Affecting Security Holders subject to Event 15, the Disclosure Officer shall proceed to determine whether such Financial Obligation or Terms Affecting Security Holders are Material. The same practice used by the Issuer for determining whether a particular piece of information is Material in connection with preparing a disclosure document for an Offering set forth in Section 3.02(f) should be used for purposes of Event 15.

The Disclosure Officer shall determine whether a Financial Obligation or Terms Affecting Security Holders are Material upon the incurrence of the Financial Obligation or the Terms Affecting Security Holders, taking into account all relevant facts and circumstances. Relevant facts and circumstances may include, but are not limited to:

- i. The principal amount of the Financial Obligation, including the aggregate par amount of a series of related Financial Obligations, and the method of setting or adjusting the interest rate thereof;
- ii. The Issuer's overall balance sheet and the size of its existing Debt Obligations;
- iii. The source of security pledged for repayment of the Financial Obligation and the rights associated with such pledge;

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- iv. The length of time that the Financial Obligation is to remain outstanding; and
- v. Other appropriate terms of a Financial Obligation that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer.

The Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, shall no less often than annually set objective standards of materiality with respect to Debt Obligations incurred by the Issuer, which may include, but are not limited to, a monetary threshold that, in connection with other relevant facts and circumstances, is the basis for the determination of materiality for Financial Obligations or Terms Affecting Security Holders of the Issuer. With respect to lease agreements entered into by the Issuer, the Disclosure Officer shall implement the guidelines set forth in **Exhibit A** when assessing whether such lease agreements are Material Financial Obligations.

- (d) Incurrence. A Financial Obligation and Terms Affecting Security Holders is considered to be incurred by the Issuer on the date that such Financial Obligation or Terms Affecting Security Holders is enforceable against the Issuer. As a filing under Event 15 is required to be made in a timely manner, not in excess of ten (10) Business Days after date of incurrence, the Disclosure Officer shall begin the process of assessing whether a particular Financial Obligation or Terms Affecting Security Holders should be disclosed as far in advance of its incurrence as possible. Additionally, although not required, the Disclosure Officer may file a voluntary filing of all outstanding Material Financial Obligations incurred prior to the Compliance Date.
- (e) Exemption of Municipal Securities as to Which a Final Official Statement Has Been Provided. The Disclosure Officer is not obligated to disclose, as a Financial Obligation or Terms Affecting Security Holders subject to Event 15, Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12. The Disclosure Officer recognizes that this exclusion from the definition of "Financial Obligation" does not extend to Debt Obligations, contingent or otherwise, related to such Municipal Securities that may be disclosed or referenced in such final official statements.
- (f) Exemption of Monetary Obligations Resulting From Legal Proceedings. The Disclosure Officer is not required to disclose monetary obligations resulting from a judicial, administrative, or arbitration proceeding as an Event Notice.
- (g) Subjecting Debt Obligations to Annual Appropriation not Determinative. The Disclosure Officer understands that qualifying Debt Obligations or Financial Obligations such that payment is subject to annual appropriation may remove the "debt" designation for state constitutional or statutory purposes; however, this qualification alone will not be determinative as to whether the Issuer or Obligated Person has incurred a Material Financial Obligation; rather, when analyzing Debt Obligations and Financial Obligations that are subject to annual appropriation, the Disclosure Officer shall determine whether such Financial Obligation is Material, as described in Section 3.02(f), taking into account all relevant facts and circumstances as described in this Section 5.02.
- (h) Form of Event 15 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that a Debt Obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders that are Material and not exempt under subsection (e) and (f) of this Section 5.02, and therefore subject to Event 15, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA a notice not in excess of ten (10) Business Days of the date of the incurrence of the Financial Obligations or Terms Affecting Security Holders. The Disclosure Officer shall include a description of the Material terms of the Financial Obligation or Terms Affecting Security Holders within the Event 15 Event Notice. Terms considered Material for Event 15 may include, but are not limited to:

- i. The date of incurrence;

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- ii. Principal amount;
- iii. Maturity and amortization;
- iv. Interest rate, if fixed, or method of computation and any default rates, if variable; or
- v. Other appropriate terms deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with such incurrence of Financial Obligations or Terms Affecting Security Holders.

The Disclosure Officer shall determine, based on the facts and circumstances, whether to submit to the MSRB a description of the Material terms of the Financial Obligation or the Terms Affecting Security Holders, or alternatively or in addition, submit related materials such as transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders that set forth the material terms of the Financial Obligation or the Terms Affecting Security Holders. The Disclosure Officer shall not include, and shall take actions to redact, confidential information such as account numbers or other personally identifiable information (but not information relating to an interest rate or other pricing data). Should the Disclosure Officer determine that filing one or more of the transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders is appropriate under this subsection, the Disclosure Officer may redact any confidential or personally identifiable information from the Event 15 Event Notice.

### **SECTION 5.03      EVENT 16: EVENTS UNDER THE TERMS OF A FINANCIAL OBLIGATION WHICH REFLECT FINANCIAL DIFFICULTIES.**

- (a) Event 16. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01, and Event 15 described in Section 5.02, the Disclosure Officer shall determine whether an Event 16 has occurred with respect to the Issuer as follows:

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

If the Disclosure Officer determines that an Event 16 has occurred with respect to the Issuer, the Disclosure Officer will file or cause to be filed with the MSRB through EMMA a notice of Event 16, whether Material or not, provided the occurrence reflects financial difficulties of the Issuer. The Disclosure Officer shall file an Event 16 Event Notice even where the underlying Financial Obligation was incurred before the Compliance Date.

- (b) Reflection of Financial Difficulty of Obligated Person. The Disclosure Officer shall disclose to the MSRB the occurrence of an event listed in Event 16 only if the Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the Issuer, to the extent necessary, determines that the occurrence of the event reflects financial difficulties of the Issuer.

- (c) Events Subject to Event 16 Filing. Subject to subsection (b) of this Section 5.03, the Disclosure Officer should disclose any occurrence in connection with the terms of a Financial Obligation that reflects financial difficulties of the Issuer. Such occurrences may include, but are not limited to the following types of events:

- i. Monetary defaults or events of non-appropriation where the Issuer has failed to pay principal, interest, or other funds due, or a non-payment related default where the Issuer has failed to comply with specified covenants;
- ii. An event of acceleration exercised by a trustee or counterparty as the result of an event of default or other applicable remedy provision;
- iii. A modification of terms that reflects financial difficulties of the Issuer;

## **ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©**

- iv. A written or verbal waiver of an agreement provision that is a departure from what was agreed to under the original terms of such agreement; and
  - v. Other events under the terms of a Financial Obligation that reflect financial difficulties of the Issuer and share similar characteristics with the specific types of events in Event 16.
- (d) Form of Event 16 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that, in connection with the terms of a Financial Obligation of the Issuer, the Issuer is experiencing financial difficulties pursuant to Event 16, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA an Event 16 notice filing within ten (10) Business Days of the date of such determination containing a description of the relevant terms of the Financial Obligation. Terms considered relevant to an Event 16 notice filing may include, but are not limited to:
- i. The provisions within the Financial Obligation giving rise to the occurrence under Event 16;
  - ii. The nexus between the terms of such Financial Obligation giving rise to the occurrence under Event 16 and the existing or potentially forthcoming financial difficulties resulting therefrom;
  - iii. A description of the Issuer's current financial status; and
  - iv. Other appropriate facts deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with the occurrence of events relating to a Financial Obligation that reflect financial difficulties.

### **ARTICLE VI**

#### **MISCELLANEOUS**

##### **SECTION 6.01 ANNUAL REVIEW.**

The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation the Disclosure Officer shall prepare an annual report of the Issuer's compliance.

##### **SECTION 6.02 AMENDMENTS TO POLICY.**

This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.

## **ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©**

### **EXHIBIT A**

#### **LEASE AGREEMENTS OPERATING AS VEHICLES TO BORROW MONEY (FINANCIAL OBLIGATIONS)**

As a result of the amendments to Rule 15c2-12, compliance therewith effective February 27, 2019, Issuers or Obligated Persons that periodically enter into leases should develop policies and procedures to (i) determine whether the lease is a vehicle to borrow money, and is therefore a Financial Obligation, as opposed to an operating lease, (ii) determine if such lease becomes Material once incurred, after considering other relevant factors and all outstanding Financial Obligations (an Issuer or Obligated Person's threshold for outstanding Financial Obligations) and (iii) require that all executed leases are timely communicated to the Disclosure Officer for purposes of determining whether an Event Filing is necessary.

##### **I. Leases Operating as Vehicles to Borrow Money (Financial Obligations)**

The SEC has determined that a lease should generally be considered a debt obligation and thus a "Financial Obligation" under the Rule when such lease operates as a vehicle to borrow money (i.e., capital leases but not mere operating leases).<sup>1</sup>

Capital leases are generally recorded on the balance sheet of the Issuer or Obligated Person as an asset and a liability by an amount equal to the present value of the minimum lease payments; in contrast, operating leases are handled as off-balance sheet financings of assets and are recorded as operating expenses on the Issuer or Obligated Person's income statement. In determining which types of leases to include under the umbrella of "Financial Obligations," the SEC deemed it appropriate to include only those leases that could represent competing debt of the Issuer or Obligated Person (e.g., capital leases which are essentially vehicles to borrow money).

Because capital leases of the Issuer or Obligated Person are recorded in the same fashion as other competing debt of the Issuer or Obligated Person, each sharing a line item in the balance sheet as a liability or included in a more general line item (i.e., competing debt), capital leases are viewed by the SEC as rising to the level of a Financial Obligation because they operate more like a debt obligation. As such, Issuers and Obligated Persons should have procedures in place that help determine whether leases are capital leases or operating leases, as the incurrence of a capital leases will require a Materiality analysis to determine whether an Event 15 notice filing is required.

To make the determination of whether a lease operates as a vehicle to borrow money, the Disclosure Officer should work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer or Obligated Person, to the extent necessary, to determine whether the lease is a vehicle to borrow money (i.e., a capital lease) or an operating lease as operating leases will not rise to the level of a Financial Obligation under Event 15 of Rule 15c2-12.

##### *Characteristics of Leases Operating as Vehicles to Borrow Money (Capital Leases)*

In making the determination of whether a lease operates as a vehicle to borrow money and is therefore a Financial Obligation for purposes of Event 15, relevant characteristics may include, but are not limited to, the following:

- i. The lease contains a transfer of ownership of the underlying asset at the end of the lease term or shortly thereafter;
- ii. An option to purchase the underlying asset being leased at a discounted price is available, which may be exercised during or at the end of the lease term;
- iii. The term of the lease is greater than 75% of the useful life of the leased asset; or
- iv. The present value of the lease payment is greater than 90% of the leased asset's fair market value.

Although the characteristics above may be helpful in determining whether a lease operates as a vehicle to borrow money, the Disclosure Officer and appropriate staff and consultants should review of the entire lease, in context with the Issuer's financing and/or operating objectives, in considering whether a lease is a Financial Obligation subject to Event 15. Although a capital lease (as such term in commonly understood) will generally be treated as a vehicle to borrow money, the mere labelling of the lease as "capital" or "operating" will not itself be determinative.

##### **II. Determining Factors for Materiality of Leases that Constitute Financial Obligations**

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<sup>1</sup> Although the SEC in Release No. 34-83885, implementing the amendment of Rule 15c2-12 to include Event 15 and 16, has discontinued (following GASB's lead) the use of the term "capital lease" and "operating lease," the distinction remains useful to the extent that "capital leases" are commonly understood to be financed purchases of an underlying asset (and thus generally are vehicles to borrow money) whereas "operating leases" are not.

## **ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©**

Issuers and Obligated Persons should apply the Materiality standard in Section 3.02(f) and the relevant facts and circumstances in Section 5.02(c) of this Policy, in conjunction with the factors below for purposes of determining whether a lease that operates a vehicle to borrow money is Material and subject to an Event Filing under Event 15.

Given the difference in size, sophistication, features and number of obligations executed by certain issuers and Obligated Persons, factors used in determining the materiality of a lease that operates as a vehicle to borrow money may vary. The Disclosure Officer may utilize factors relevant to the Issuer or Obligated Person which may include, but are not limited to, one or more the following:

- i. Whether the cost of the lease incurred and the payment obligations thereof exceeds a specified percentage of the Issuer's or Obligated Person's fund balance (for purposes of this and the following considerations, the Issuer must determine, given its circumstances, the appropriate way to measure the impact of a lease, e.g., by the aggregate payments required, by principal amount or by annual payment impact to the Issuer's debt portfolio);
- ii. Whether the incurrence of the lease will increase the outstanding indebtedness of the Issuer or Obligated Person by more than a specified ratio or percentage;
- iii. Whether the incurrence of the lease and the payment obligations thereof exceeds a specified percentage of the Issuer's unrestricted revenues;
- iv. Whether the lease represents multiple counterparts of a single transaction that, if incurred at once, would exceed the limits stated in (i), (ii) or (iii) above;
- v. Whether the incurrence of the lease in conjunction with other outstanding Financial Obligations would in the aggregate exceed the limits stated in (i), (ii) and (iii) above; or
- vi. Whether the lease has acceleration provisions or is considered a security on parity or senior to outstanding Financial Obligations.

When utilizing the above factors, the Disclosure Officer must be aware that although a lease may not be Material when compared to the Issuer's or any Obligated Person's general revenues and fund balance, such lease may be material to Financial Obligations pledged to be paid from the specifically pledged revenues and fund balances. Therefore, the Disclosure Officer must look at both the general revenues and the specifically pledged revenues of the Issuer and any Obligated Person when determining the materiality of a lease that operates as a vehicle to borrow money.

If after using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above, the Disclosure Officer determines that the lease operating as a vehicle to borrow money is Material, a filing under Event 15 must be made within ten business days from the incurrence of such lease.

If a determination of Materiality is made under factor (v) above for a lease or any other Financial Obligation, additional Financial Obligations incurred thereafter may likely carry a *de facto* Materiality designation. As such, factor (v) above works as a magnitude test of the Issuer or Obligated Person as it becomes the Issuer or Obligated Person's Materiality threshold for all outstanding Financial Obligations.

### **III. Communication Amongst Departments Once Leases are Incurred**

The Disclosure Officer should become aware of the frequency in which the Issuer or Obligated Person incurs leases, as opposed to other forms Financial Obligations, in the ordinary course of the Issuer or Obligated Person's business. To further communication amongst multiple departments within the Issuer or Obligated Person, the Disclosure Officer should require that any member of the Issuer or Obligated Person's staff authorized to execute leases on behalf of the Issuer or Obligated Person report and provide copies of all leases directly to the Disclosure Officer within two (2) business days prior to their execution. Upon receipt of any lease, the Disclosure Officer shall immediately work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, to determine whether the lease operates as a vehicle to borrow

## **ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©**

money (i.e., is a Financial Obligation) and whether such lease is Material using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above.

**City of Burleson**  
**Debt Management Policy**  
**July 10, 2023**

**Purpose**

The purpose of this policy is to establish parameters and provide guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

A debt management policy:

- Enhances the quality of decisions by providing transparency of the process
- Promotes consistency and continuity in decision making
- Contributes to fiscal sustainability
- Identifies objectives for staff to implement
- Demonstrates a commitment to longer term financial planning objectives
- Improves rating agencies review process

**Policy Statement**

Under the governance and guidance of Federal and State laws and the City's Charter, ordinances and resolutions may periodically enter into debt obligations to finance the construction or acquisition of infrastructure and other assets; or to refinance existing debt for the purpose of meeting its governmental obligations to its residents. It is the City's objective to ensure that such debt obligations are issued and administered in such fashion as to obtain the best long term financial advantage to the City and its residents, while making every effort to maintain and improve the City's bond ratings.

**General Debt Governing Policies**

The City establishes the following policies on the issuance and management of debt:

- The City will not issue debt obligations or use debt proceeds to finance current operations or normal maintenance.
- Debt financing includes general obligation bonds, certificates of obligation, revenue bonds, lease/purchase agreements and other obligations permitted to be issued under Texas law.
- The City shall review its outstanding debt annually for the purpose of determining if the financial marketplace will afford the City the opportunity to refund an issue and lessen its debt service cost. As a general rule, the present values savings of a particular refunding should exceed three and one-half percent (3.5%) of the refunded maturities, unless a restructuring or bond covenant revision is necessary in order to facilitate the ability to provide services or issue additional debt in accordance with the established debt policies.
- The City will utilize debt obligations only for acquisition, construction, reconstruction or renovation of capital improvement public infrastructure projects, and capital equipment that cannot be funded from current revenue sources or in such cases where it is more equitable for the project to be financed over its useful life or a period of not to exceed its useful life.
- The City will measure the impact of debt service requirements of outstanding and proposed debt obligations on a single year, five, and twenty year periods. This analysis will consider debt service maturities and payment patterns as well as the City's commitment to cash fund capital projects.
- The City will seek advice and services of a Financial Advisor in performing the bond issuance process. The City will also seek the advice of Bond Counsel as to the legality and tax exempt status of any obligations.
- The bond proceeds will be invested in accordance with the City's investment policy. Interest earning received on the investment of bond

proceeds shall be use to assist in paying the cost associated with the capital project or be used toward the repayment of debt. The City is committed to continuing disclosure of financial and pertinent credit information relevant to the City's outstanding securities and will abide by the provisions of the Securities and Exchange Commission (SEC) or other law, as applicable.

- The City will utilize a reimbursement resolution approved by City Council to begin working on capital projects prior to issuing debt. In general, reimbursements are made no later than 18 months after the later of the date of the original expenditure is made or the date the project is placed in service, but in no event more than 3 years after the original expenditure is paid.

### **Debt Limit**

- The maximum combined tax rate of the City is \$2.50 per \$100 valuation under State law. Administratively, the Attorney General will permit allocation of \$1.50 of the \$2.50 maximum tax rate for all tax supported debt service, as calculated at the time of issuance.
- The State of Texas does not prescribe a legal debt limit on the amount of outstanding revenue bonds.
- The City of Burleson's charter does not provide a debt limit lower than the \$2.50 maximum tax rate under State law.

### **Specific Debt Ratios and Measurements**

This section establishes target debt ratios and measurements for the City. As the City periodically addresses its ongoing needs, the City Manager and the City Council must ensure that future elected officials will have the flexibility to meet the capital needs of the City. This policy establishes targets which should provide future flexibility.

**Purpose of Issuance** – The City will issue debt obligations for acquiring, constructing, reconstructing or renovating Capital Improvements or for refinancing existing debt obligations. Projects must be designated as public purpose projects by the City Council prior funding

**Maximum Maturity** – All debt obligations shall have a maximum maturity of the earlier of,

- The estimate useful life of the Capital Improvements being financed;
- Or twenty years except for special purpose debt as determined by the City Council which may be finance for periods consistent with the purpose of the debt;
- Or debt issued to refinance outstanding debt obligations, the final maturity of the debt obligations being refinanced, unless the Financial Advisor recommends a longer term.

**Outstanding Debt** – Finance Director will monitor and report the outstanding debt to the City Council at least annually. The Finance Director is responsible for monitoring the maturities and terms and conditions of all obligations to ensure compliance.

**Future debt** – Debt will be structured by reviewing the 5-year CIP plan, growth of the City, and level or declining debt service payments over the life of existing bonds.

**Self-Supporting Debt** – Bonds backed with the general obligation pledge often have lower interest rates than revenue bonds. The City may use its general obligation pledge with self-supporting debt when the population served by the self-supporting bond projects overlap or significantly are the same as the property tax base of the city. The City Council and management are committed to maintaining rates and fees structures and revenue stream of revenue supported debt at levels that will not require a subsidy from the City's General Fund.

**Net Debt Per Capita** – is the amount of debt outstanding for each citizen of a jurisdiction. Net direct debt is the sum of all general obligation bonds and notes outstanding less the fiscal year-end balance of the debt service fund less any self-supporting obligations excluding overlapping debt, and revenue debt. The City **shall strive** to maintain the current Net Debt per Capita at or below \$3,000.

**Net Debt to Assessed Value** – Assessed valuation shows the fiscal capacity of the tax base. The City **shall strive** to maintain a ratio of Net Debt to Assessed Value of properties in the City at or below three percent (3%).

**Bond Covenants and Laws** – The City shall comply with all covenants and requirements of its bond ordinances, the State and Federal laws authorizing and governing the issuance and administration of debt obligations.

## **Debt Committee**

The Finance Committee shall function as the City's designated Debt Committee to oversee the implementation of debt strategies. The Committee shall meet twice a year or as requested by the City Manager and/or Finance Director.

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## DEPARTMENT MEMO

### City Council

**DEPARTMENT:** Public Works  
**FROM:** Eric Oscarson, Public Works Director  
**MEETING:** July 10, 2023

**SUBJECT:**

Consider approval of a contract for the purchase of fleet vehicles with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$199,706.75. *(Staff Presenter: Eric Oscarson, Public Works Director)*

**SUMMARY:**

The Public Works Department is responsible for the maintenance and overall lifecycle management of the City's fleet. Replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs from exceeding the capital dollars saved by extending vehicle replacement. Indirect or "hidden" costs associated with delayed asset replacement include:

- Reduced employee efficiency and lost productivity.
- Increased fleet size to compensate for higher out of service rates
- Increased accident rates or liability exposure.

Given this, along with the fiscal magnitude and operational importance of the City of Burleson's vehicles and equipment, Equipment Services staff use a scorecard evaluation with six criteria including Age, Miles/Hours, Type of Service, Reliability, Maintenance and Repair Costs, as well as Condition. This method effectively determines the optimal time vehicles and/or equipment should be replaced. According to the City's Equipment Replacement Policy, assets will be replaced with a total score of 21 or higher.

The Approved Replacement Policy allows for discretion by the Fleet Manager to replace or retain items outside of the scorecard system. These criteria for the replacement of these asset have been evaluated by the Director of Public Works over Equipment Services. Based on available data, these assets are in need of replacement.

A letter of intent was issued and vehicles were approved in the FY 2022 Budget Process. The vehicles are now available from the manufacturer to be purchased.

The table below indicates the vehicle to be replaced or an addition to the fleet.

<b>Replacement Equipment</b>	<b>Cost</b>
<i>Equipment Services Chevrolet 3500 (Unit 93)</i>	\$ 61,949.25
<i>Facilities Maintenance Chevrolet 1500 (Unit 92)</i>	\$ 42,495.25
5% Contingency	\$ 5,222.22
<i>Buyboard Fee</i>	\$ 400.00
<b>Grand Total</b>	<b>\$ 110,066.72</b>

<b>New Equipment</b>	<b>Cost</b>
<i>Building Inspections Chevrolet 1500</i>	\$ 42,495.25
<i>Engineering Inspections Chevrolet 1500</i>	\$ 42,495.25
5% Contingency	\$ 4,249.53
<i>Buyboard Fee</i>	\$ 400.00
<b>Grand Total</b>	<b>\$ 89,640.03</b>

The total costs associated with this proposed purchase is \$199,706.75, which includes a 5% contingency fee. These costs are planned expenditures, and fall within the allotted amounts in the FY23-24 Equipment Replacement Fund budget. Staff is recommending purchasing all equipment utilizing the BuyBoard Purchasing Cooperative.

Staff reached out to other vendors to obtain comparison quotes. The quote that we have received proved Caldwell Chevrolet to be the best value. Staff has been requesting the remaining quotes for over one month by sending regular emails and making more than a dozen phone calls, we have not received responses to these communications.

#### **OPTIONS:**

- 1) Approve a contract for the purchase fleet vehicles with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$199,706.75.
- 2) Deny a contract for the purchase fleet vehicles with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$199,706.75.

#### **RECOMMENDATION:**

Approve a contract for the purchase of fleet vehicles with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$199,706.75.

#### **FISCAL IMPACT:**

**Budgeted Y/N:** Y

**Fund Name:** Governmental Equipment Replacement Fund

**Full Account #s:** 6021302-71001

**Amount:** \$199,706.75

**Project (if applicable):**  
**Financial Considerations:**

**STAFF CONTACT:**

Name: Eric Oscarson  
Department: Public Works  
Email: eoscarson@burlesontx.com  
Phone: 817-426-9837

**FLEET VEHICLE CALDWELL**  
Fiscal Year 2023



# WHEN WE REPLACE ASSETS

## Introduction

- The Equipment Services Division of Public Works is responsible for Vehicle and Equipment Purchases along with the continuing Maintenance and Repair of all assets during their life cycle with the City.
- During the budget process Equipment Services provides a list of Assets that have been identified as in need of replacement for the following Fiscal Year along with a multi year projection.
- Departments that plan to ask for additional vehicles or equipment are provided design assistance as well as quotes from Equipment Services for their Supplemental requests.
- A scoring system of 6 criteria provides staff information to consider when recommending retention or replacement of assets.
- The scoring system includes:

Age	Reliability	Usage
Type of Service	Condition	Maintenance Cost



# WHEN WE REPLACE ASSETS

## Why Are All Vehicles Not Replaced At One Time

In most instances, the Equipment Services Division strives to replace / purchase all equipment and new vehicles at one time. Due to several factors, Staff anticipate replacing / purchasing equipment / vehicles throughout the year. Factors include but are not limited to:

- Availability of vehicles on Dealership Lots
- Purchasing from different vendors / cooperatives to ensure best pricing
- Lead time to receive the vehicle
- Ability of vendor to provide a final price quote
- Original vehicle selection not available - finding a suitable alternative
- Replacement of vehicle due to a totaled accident insurance claim



# FLEET EQUIPMENT PURCHASES

Various City Departments - BuyBoard

- FY 2023 Fleet Equipment Purchases

## New Fleet Vehicles

### Engineering Inspector

Chevrolet Silverado 1500 - \$42,495.25

### Building Inspector

Chevrolet Silverado 1500 - \$42,495.25

## Replacement Vehicles

### Facilities

Chevrolet Silverado 1500 (Unit 92) -  
\$42,495.25

### Equipment Services

Chevrolet HD 3500 (Unit 93) - \$61,949.25



Vehicle Total - \$189,435.00

# FLEET EQUIPMENT PURCHASES - CONTINUED

Various City Departments - BuyBoard

- FY 2023 Fleet Equipment Purchases - Continued

Vehicle Total - **\$189,435.00**

BuyBoard Fee (Chevrolet) - \$800.00

5% Contingency - \$9,471.75

**GRAND TOTAL - \$199,706.75**

Total Vehicle Amount Budgeted = \$200,000.00

A letter of intent was issued and vehicles were approved in the FY 2022 Budget Process. The vehicles are now available from the manufacturer to be purchased.



\*Staff anticipate the delivery of vehicles in late summer of 2023

# HOW WE PURCHASE

## Purchasing

- We recommend purchasing Turn-Key from Cooperative Contracts
- The overall objective of Cooperative contracts is to provide a mechanism for all local governments in Texas to pool their collective purchasing power and save funding. The Cooperative evaluates vendor proposals on the basis of best value to the Cooperative members
- When using the turn-key process, City Staff are in control of the build before the quote is generated. This ensures that we are getting a budget quote that will be very close to the purchasing price
- The turn-key process delivers a unit ready to get working upon delivery
- To ensure that the quoted BuyBoard pricing is fair and competitive, City Staff reached out to five (5) vehicle dealerships in the DFW area (Two (2) local and Three (3) within the DFW area). Staff received three (3) no responses and two (2) dealerships stated they could not assist at this time



# OPTIONS

## RECOMMEND APPROVAL



### APPROVE BUYBOARD CONTRACT

Consider approval of a contract for the purchase of fleet vehicles with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$199,706.75



### DENY BUYBOARD CONTRACT



**CALDWELL COUNTRY CHEVROLET**

800 HWY. 21 E. CALDWELL, TEXAS 77836 TAX ID#14-1856872

BUYBOARD BID 601-19

QUOTE # CC223917

End User: CITY OF BURLESONCaldwell Rep: CHRIS COLLINSContact: TRAY GEE 817-426-9838-O 325-269-4919-CPhone: 979-567-6129Phone/email: TGEE@BURLESONTX.COMDate: Wednesday, December 15, 2021Product Description: CHEVY SILVERADO 1500 PICK UPemail: chris@caldwellcountry.comA. Bid Series: 25A. Base Price: **\$ 32,815.00****B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
CC10753	2023 SILVERADO 1500 LTD 2WD	\$ 3,300.00	G80	AUTO-LOCKING DIFFERENTIAL	\$ 395.00
	DOUBLE CAB 147" WORK TRUCK	INCL		REMOTE KEYLESS ENTRY	INCL
L84	ENGINE: 5.3L ECOTEC V8	\$ 1,595.00		POWER DOOR LOCKS	INCL
MYC	6 SPEED AUTOMATIC TRANS	INCL		3.23 RATIO	INCL
PCV	WT CONVENIENCE PACKAGE	\$ 1,120.00		17" STEEL WHEELS	INCL
PEB	WT VALUE PACKAGE	\$ 1,190.00		TIRES 255/70R17 ALL SEASON	INCL
PCV	WT CONVENIENCE PACKAGE	\$ 1,675.00		BLUETOOTH	INCL
JL1	TRAILER BRAKE CONTROLLER	\$ 275.00		TINTED GLASS	INCL
1WT	WORK TRUCK PREF EQUIP GROUP	INCL		FULL VINYL FLOOR	INCL
Z82	TRAILERING PACKAGE	INCL		CRUISE CONTROL	INCL
FHS	E85 FLEX FUEL CAPABLE	\$ 100.00		7" DIAG COLOR SCREEN, BLUETOOTH	INCL
Total of B. Published Options:					<b>\$ 9,650.00</b>

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= -1.0 %

Options	Bid Price	Options	Bid Price
OPTION/PACKAGE DISCOUNT	\$ (440.00)	GAZ- SUMMIT WHITE	EXT COLOR
		H2G-JET BLCK VINYL	INT COLOR
		ORDER Q3 2021-Q4 2022	DELIVERY
Total of C. Unpublished Options:			<b>\$ (440.00)</b>

D.	Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:	INCLUDED	\$ -
E.	Upfitters:		\$ -
F.	Manufacturer Destination/Delivery:		
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):		\$ -
H.	Lot Insurance (for in-stock and/or equipped vehicles):		\$ -
I.	Contract Price Adjustment:		\$ -
J.	Additional Delivery Charge: <u>165</u> miles INCLUDED		\$ 470.25
K.	Subtotal:		\$ 42,495.25
L.	Quantity Ordered <u>3</u> x K =		\$ 127,485.75
M.	Trade in:		
N.	BUYBOARD FEE PER PURCHASE ORDER:		\$ 400.00
O.T	TOTAL PURCHASE PRICE WITH BUYBOARD FEE		<b>\$ 127,885.75</b>

City of Burleson

**CALDWELL COUNTRY CHEVROLET**

800 HWY. 21 E. CALDWELL, TEXAS 77836 TAX ID#14-1856872

BUYBOARD BID 601-19

QUOTE # CC223915

End User: CITY OF BURLESON-Caldwell Rep: CHRIS COLLINSContact: TRAY GEE 817.426.9838-O 325.269.4919-CPhone: 979-567-6129Phone/email: TGEE@BURLESONTX.COMDate: Monday, October 31, 2022Product Description: CHEVY SILVERADO 3500 PICKUPemail: chris@caldwellcountry.comA. Bid Series: 27A. Base Price: \$ 39,415.00**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
CC30943	2022 SILVERADO 3500HD 2WD CREW	\$ 4,400.00		POWER WINDOWS	INCL
	CAB WORK TRUCK SRW PICK UP	INCL		REMOTE KEYLESS ENTRY	INCL
L8T	ENGINE: 6.6L V8 GASOLINE	INCL		POWER DOOR LOCKS	INCL
MYD	6 SPEED AUTOMATIC TRANS	INCL		CRUISE CONTROL	INCL
JL1	TRAILER BRAKE CONTROLLER	\$ 275.00		POWER ADJ TRAILERING MIRRORS	INCL
1WT	WORK TRUCK PREF EQUIP GROUP	INCL		3.73 AXLE RATIO	INCL
ZLQ	WT CONVENIENCE PACKAGE	\$ 760.00		FULL VINYL FLOOR	INCL
	14,000 LBS GVWR	INCL		8' PICKUP BED	INCL
	7" DIAG COLOR SCREEN, BLUETOOTH	INCL		TIRES: LT235/80R17E ALL SEASONS	INCL
	DUAL REAR WHEEL	INCL			
	FRONT 40/20/40 SPLIT BENCH	INCL			

Total of B. Published Options: \$ 5,435.00**C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		GAZ- SUMMIT WHITE	EXT COLOR
		H2G-JET BLCK VINYL	INT COLOR
		STOCK UNIT 1GC4WRE72NF260771	DELIVERY

Total of C. Unpublished Options: \$ -

D.	Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:	INCLUDED	\$ <u>-</u>
E.	Upfitters: Service body with liftgate (Quote # 132630)		\$ <u>16,629.00</u>
F.	Manufacturer Destination/Delivery:		
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):		\$ <u>-</u>
H.	Lot Insurance (for in-stock and/or equipped vehicles):		\$ <u>-</u>
I.	Contract Price Adjustment:		\$ <u>-</u>
J.	Additional Delivery Charge: <u>165</u> miles	INCLUDED	\$ <u>470.25</u>
K.	Subtotal:		\$ <u>61,949.25</u>
L.	Quantity Ordered <u>1</u> x K =		\$ <u>61,949.25</u>
M.	Trade in:		
N.	BUYBOARD FEE PER PURCHASE ORDER:		\$ <u>400.00</u>
O.	TOTAL PURCHASE PRICE WITH BUYBOARD FEE		\$ <u>62,349.25</u>

\*\* PRICES ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY MANUFACTURER. PRICE WILL BE CONFIRMED AT TIME OF ORDER ENTRY, BE ADVISED PRICE CAN CHANGE DUE TO MANUFACTURER. ENSURE CONFIRMATION OF RECEIPT BY EMAIL WHEN P.O. IS SENT. \*\* DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT.

City of Burleson

# 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.

Caldwell Country Chevrolet  
Caldwell, TX United States

Certificate Number:  
2023-1040000

Date Filed:  
06/28/2023

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.

#601-19  
Purchase of Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	KNAPP, Averyt	Caldwell, TX United States	X	
	SLATER, Ryan	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Kaybee Nelson, and my date of birth is 06/10/1998.

My address is PO BOX 27 (street), Caldwell (city), TX (state), 77030 (zip code), USA (country).

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

Executed in Burleson County, State of Texas, on the 28 day of June, 2023.  
(month) (year)

Kaybee Nelson  
Signature of authorized agent of contracting business entity  
(Declarant)

---

## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** July 10, 2023

---

**SUBJECT:**

Consider approval of a resolution appointing Tommy Ludwig the City Manager of the City of Burleson subject to the execution of contract documents related to the position, and authorizing the Mayor to execute such contract documents. *(Staff Contact: Amanda Campos, City Secretary)*

**SUMMARY:**

At its June 20, 2023, meeting the City Council directed staff to enter into contract negotiations with Tommy Ludwig to become the City Manager of the City of Burleson. The negotiations have been successful. The proposed resolution appoints Tommy Ludwig the City Manager of the City of Burleson subject to the execution of the necessary contract documents. The proposed resolution further authorizes the Mayor to execute the contract documents on behalf of the City.

**OPTIONS:**

- 1) Approve a resolution appointing Tommy Ludwig the City Manager of the City of Burleson subject to the execution of contract documents related to the position, and authorizing the Mayor to execute such contract documents.
- 2) Deny a resolution appointing Tommy Ludwig the City Manager of the City of Burleson subject to the execution of contract documents related to the position, and authorizing the Mayor to execute such contract documents.

**RECOMMENDATION:**

n/a

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

At its June 20, 2023, meeting the City Council directed staff to enter into contract negotiations with Tommy Ludwig to become the City Manager of the City of Burleson.

**FISCAL IMPACT:**

n/a

**STAFF CONTACT:**

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

## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPOINTING TOMMY LUDWIG THE CITY MANAGER OF THE CITY OF BURLESON EFFECTIVE JULY 10, 2023, SUBJECT TO THE EXECUTION OF CONTRACT DOCUMENTS RELATED TO THE POSITION, AND AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT DOCUMENTS.**

**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**, Section 25 of the City's home rule charter states that the City Council appoints the City Manager.

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

### Section 1

Tommy Ludwig is hereby appointed City Manager of the City of Burleson, Texas, effective July 10, 2023; however, this appointment is subject to the execution of necessary contract documents related to the position. The Mayor is authorized the execute such contract documents on behalf of the City.

### Section 2

This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND SO RESOLVED** by the City Council of the City of Burleson, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

## City Council Regular Meeting

**DEPARTMENT:** Development Services

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

**MEETING:** July 10, 2023

**SUBJECT:**

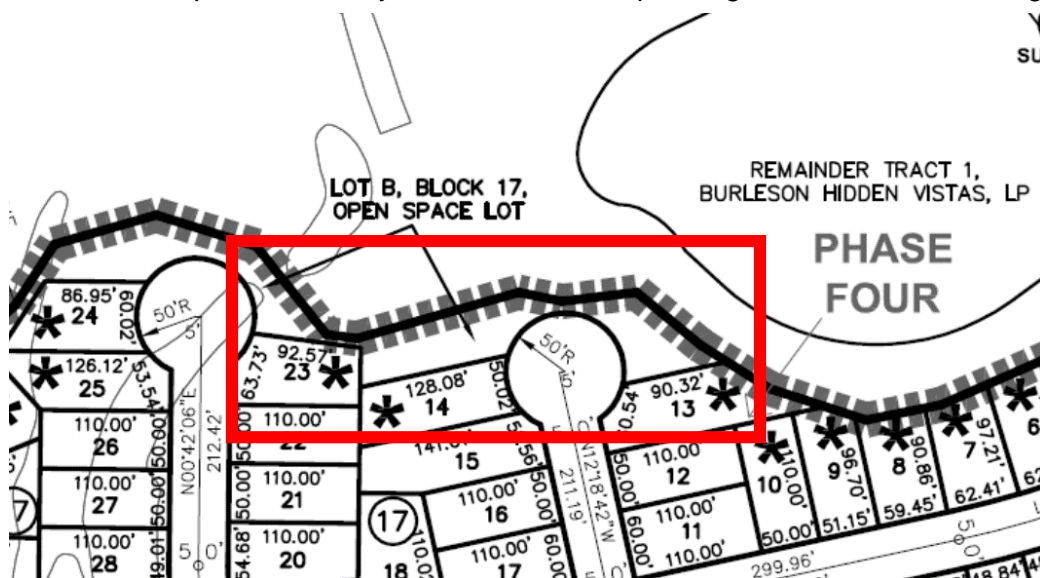
**Lot B, Block 17, Hidden Vistas Phase 4B (Case 23-045):** Hold a public hearing and consider approval of an ordinance for a zoning change request from "PD", Planned Development to "PD" Planned Development to incorporate .334 acres of open space into three existing residential lots (*First and Final Reading*) (*Staff Presenter: Tony McIlwain, Development Services Director*) (*The Planning and Zoning Commission recommended approval by unanimous vote*)

**SUMMARY:**

On May 1, 2023, an application for a zoning change request was submitted by Peter Thomas (developer) to change the planned development designation of approximately .334 acres of open space to single-family residential.

**Development Overview:**

The property is currently part of the Hidden Vistas Planned Development and is designated in the PD as open space. The developer is requesting to amend the PD to incorporate .334 acres of open space (Lot B, Block 17) into three existing single-family lots (Lots 13, 14, and 23 shown below). Replats for the three residential lots to incorporate the open space have been submitted and are in the development advisory committee review pending outcome of this zoning request.



**Zoning and Land Use Table**

	Zoning	Use
Subject Site	PD, Planned Development	Undeveloped
North	PD, Planned Development	Open Space
East	PD, Planned Development	Open Space / Single-family
South	PD, Planned Development	Single-family
West	PD, Planned Development	Single-family

**This site is designated in the Comprehensive Plan as Floodway/ Open Space.**

This land use category is not intended to be zoned as Floodplain/Open Space, but to show areas to be preserved within the specified zoning district.

*Staff does not generally support converting preserved/designated open spaces into residential or commercial areas. However, this specific request will not impact access to trails and has a minimal impact to the overall community / development.*

**Engineering:**

Development of the previously designated open spaces (fencing, pools, and accessory structures) would have to occur outside of any floodplain and is subject to building and engineering review.

**OPTIONS:**

- 1) Approve the ordinance for a zoning change request to “PD” Planned Development; or
- 2) Deny the ordinance for a zoning change request;

**RECOMMENDATION:**

Approve the ordinance for a zoning change to “PD” Planned Development (Case 23-045).

**FISCAL IMPACT:**

None.

**STAFF CONTACT:**

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

[burlesontx.com](http://burlesontx.com) | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

817-426-9686

# ZC – Hidden Vistas PD

## Location:

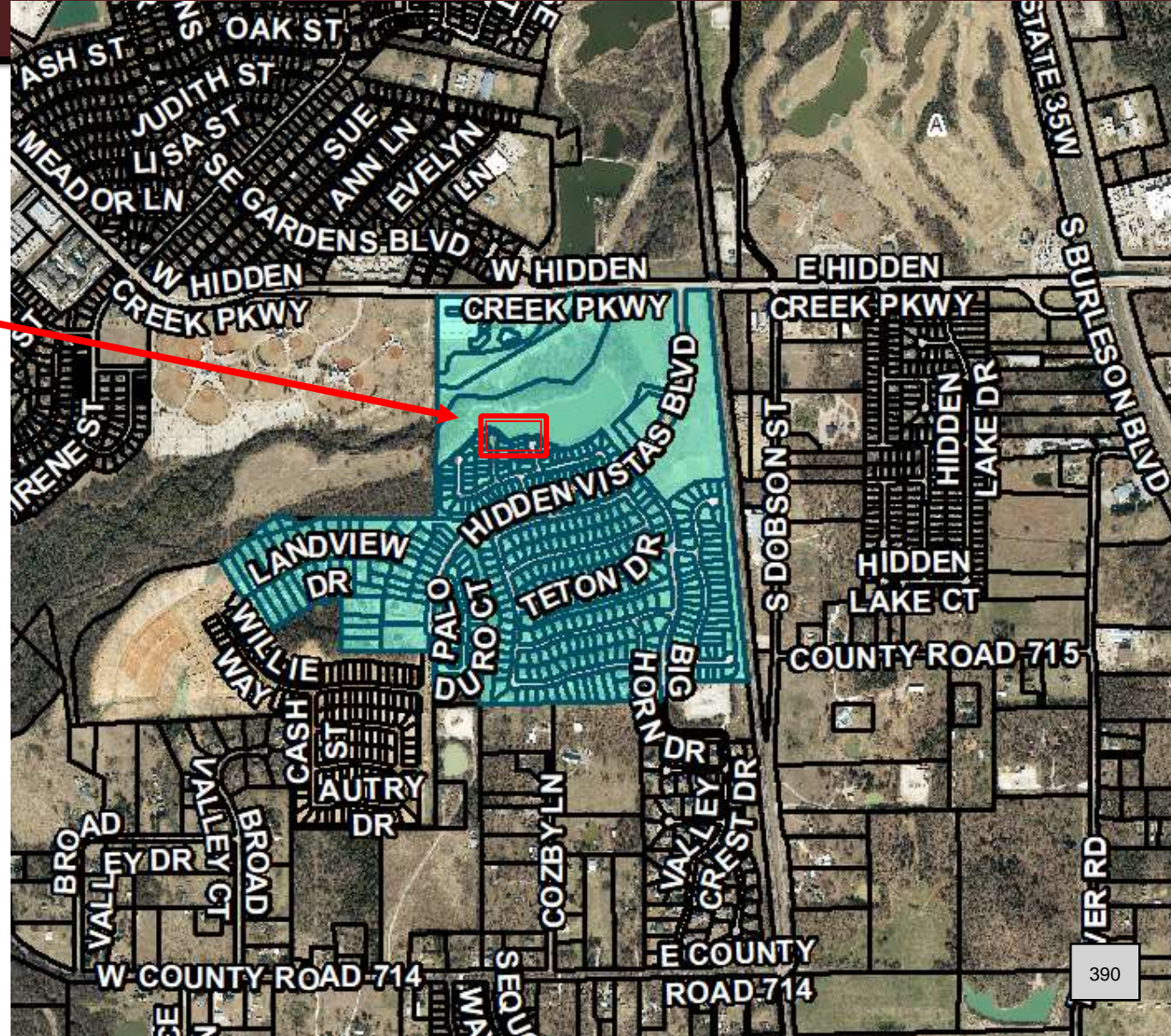
- Lot B, Block 17, Hidden Vistas Phase 4B

## Applicant:

Peter Thomas (HOA / Developer)

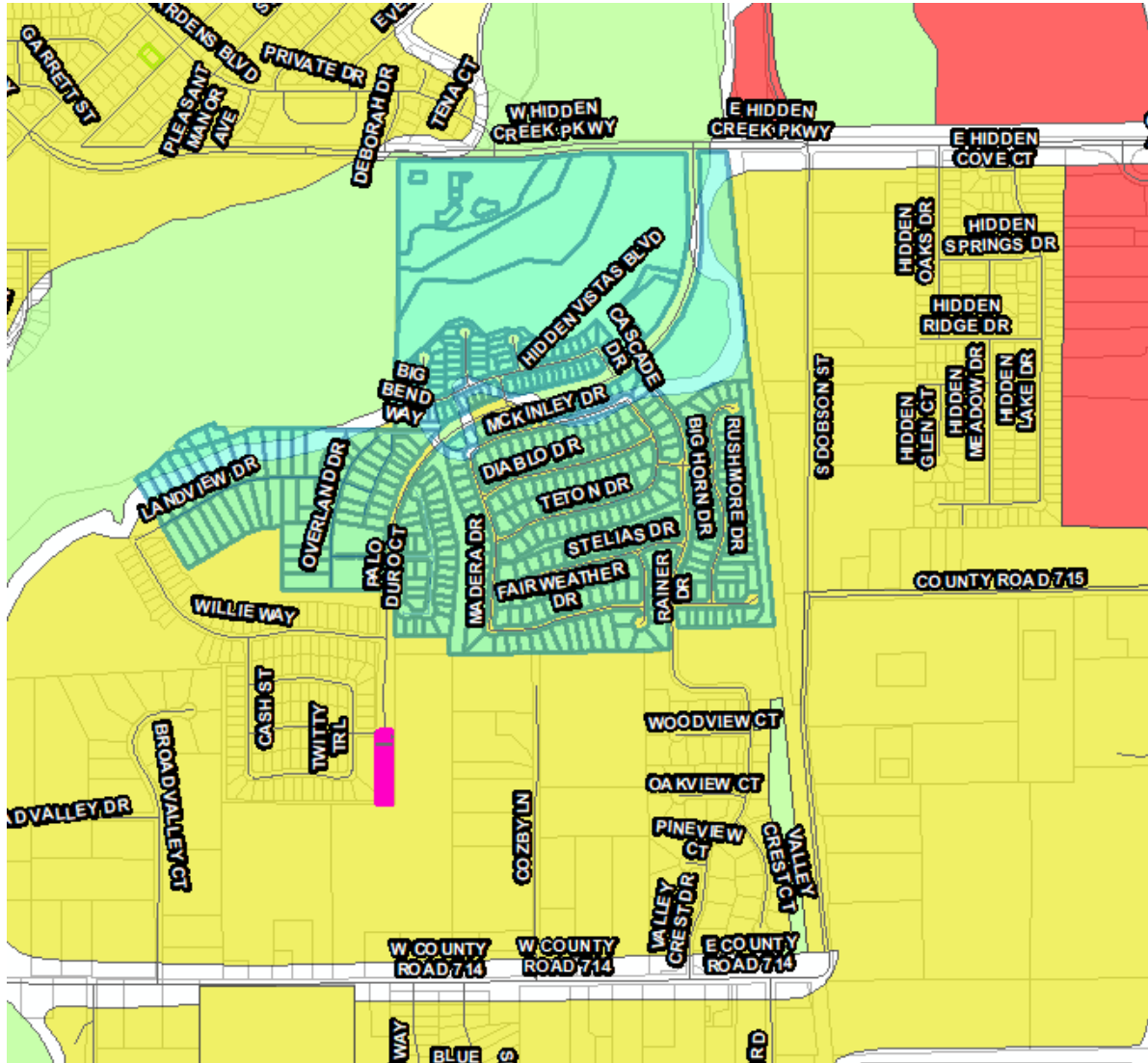
## Item for approval:

Zoning Change from “PD”, Planned Development to “PD” Planned Development to incorporate .334 acres of open space into three existing residential lots (Case 23-045)



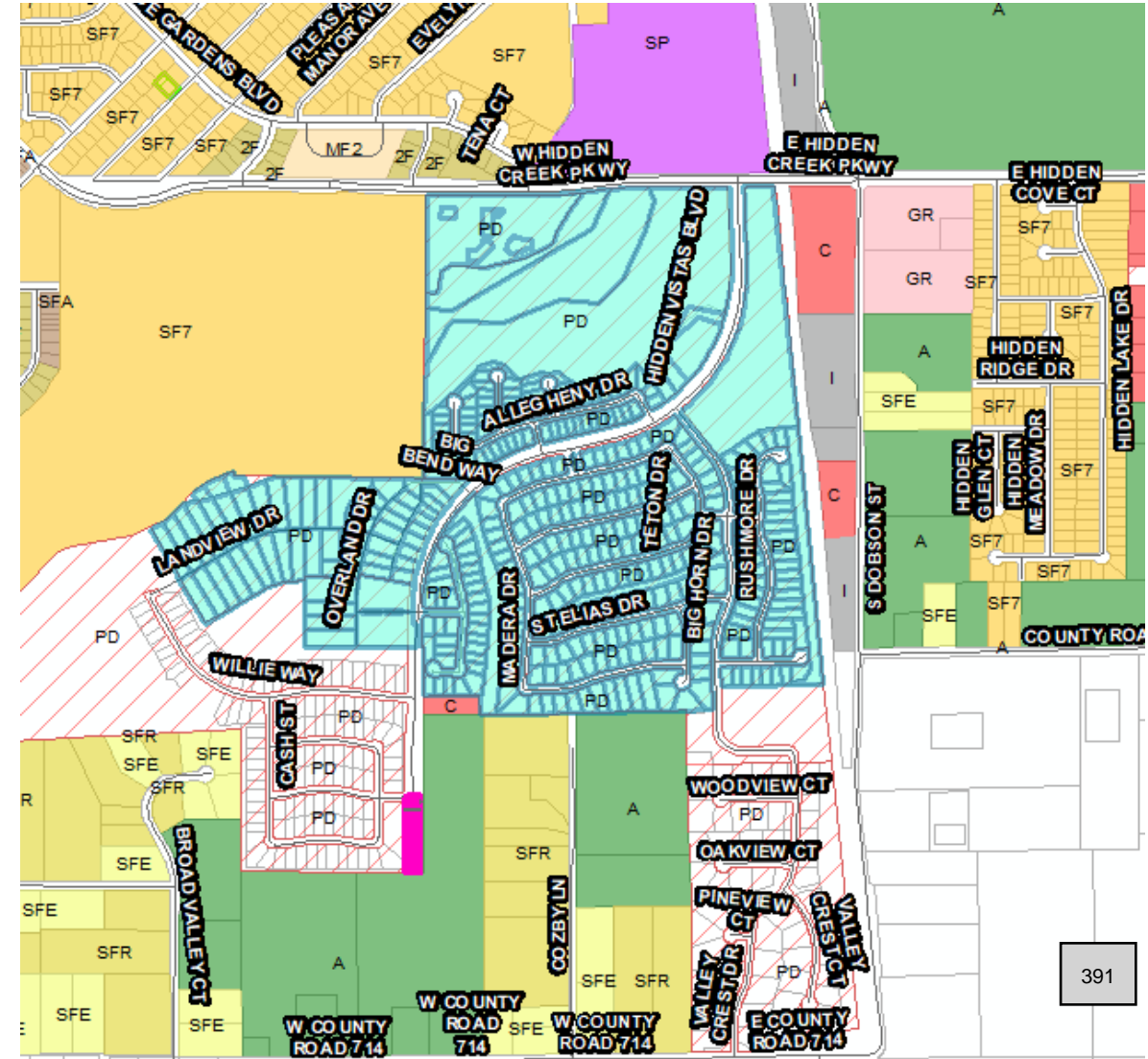
# Comprehensive Plan

## Neighborhoods



# Zoning

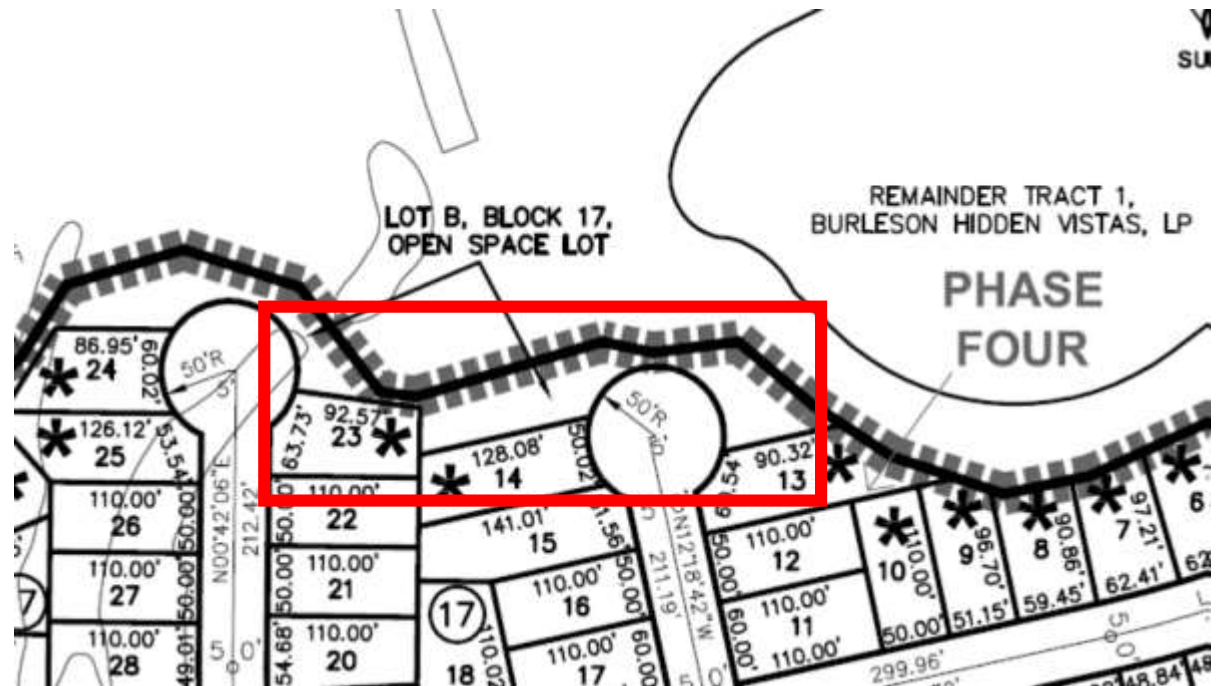
## PD, Planned Development



# ZC – Hidden Vistas PD

If the zoning request is approved; approximately .334 acres of previously designated open space (Lot B, Block 17) will be incorporated into lots 23, 14, and 13.

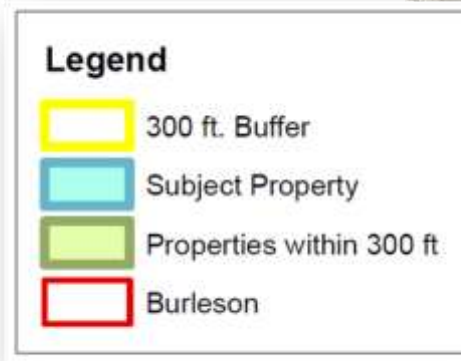
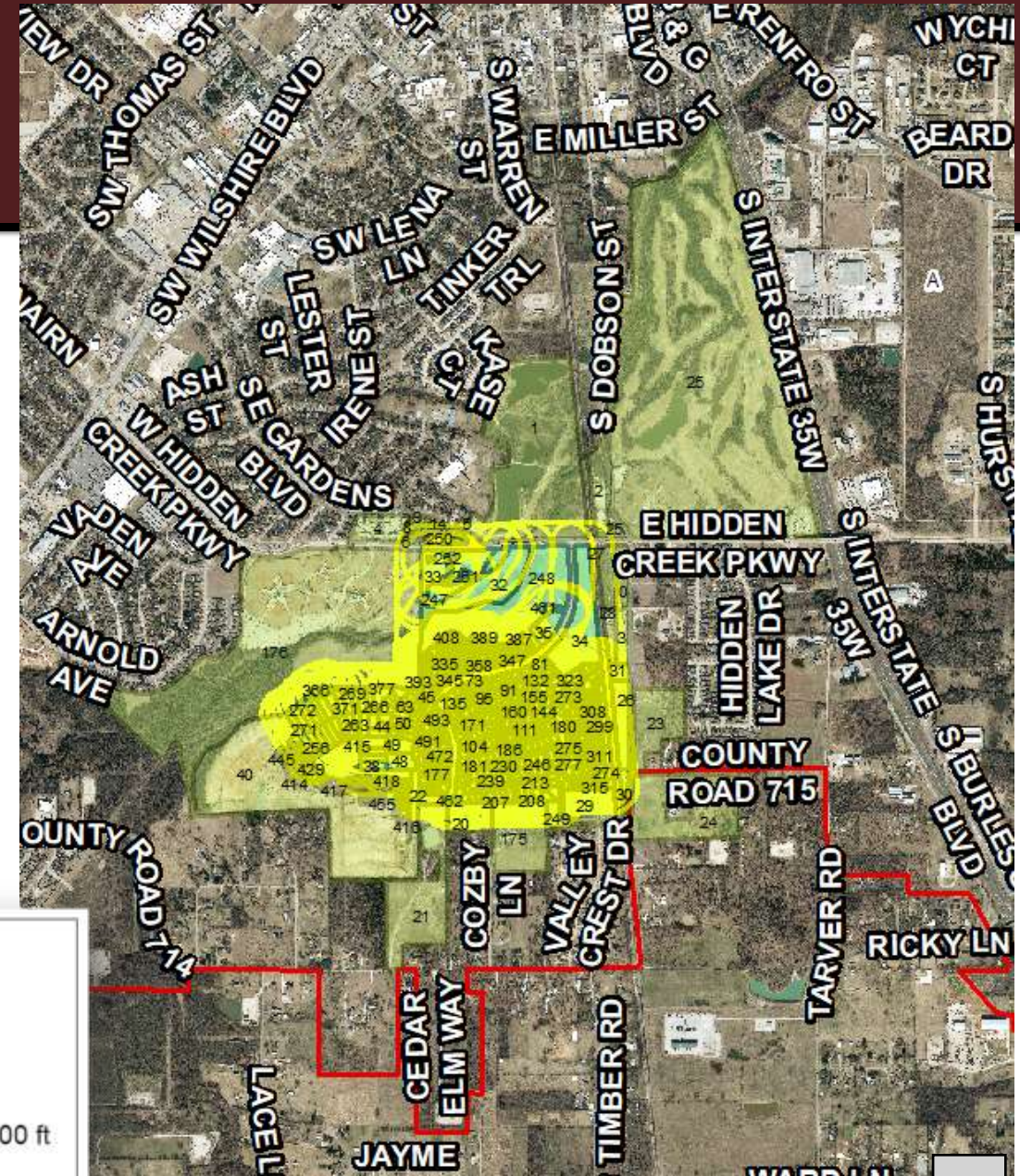
Replats have been submitted for Lots 23, 14, and 13. If the zoning ordinance is approved, the replats will move forward to the Planning and Zoning Commission for consideration.



# ZC – Hidden Vistas PD

# Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property
- 1 letter of opposition received after P&Z
- 3 letters of support received prior to P&Z
- Published in newspaper
- Signs Posted on the property



# ZC – Hidden Vistas PD

## P&Z Summary

### Vote

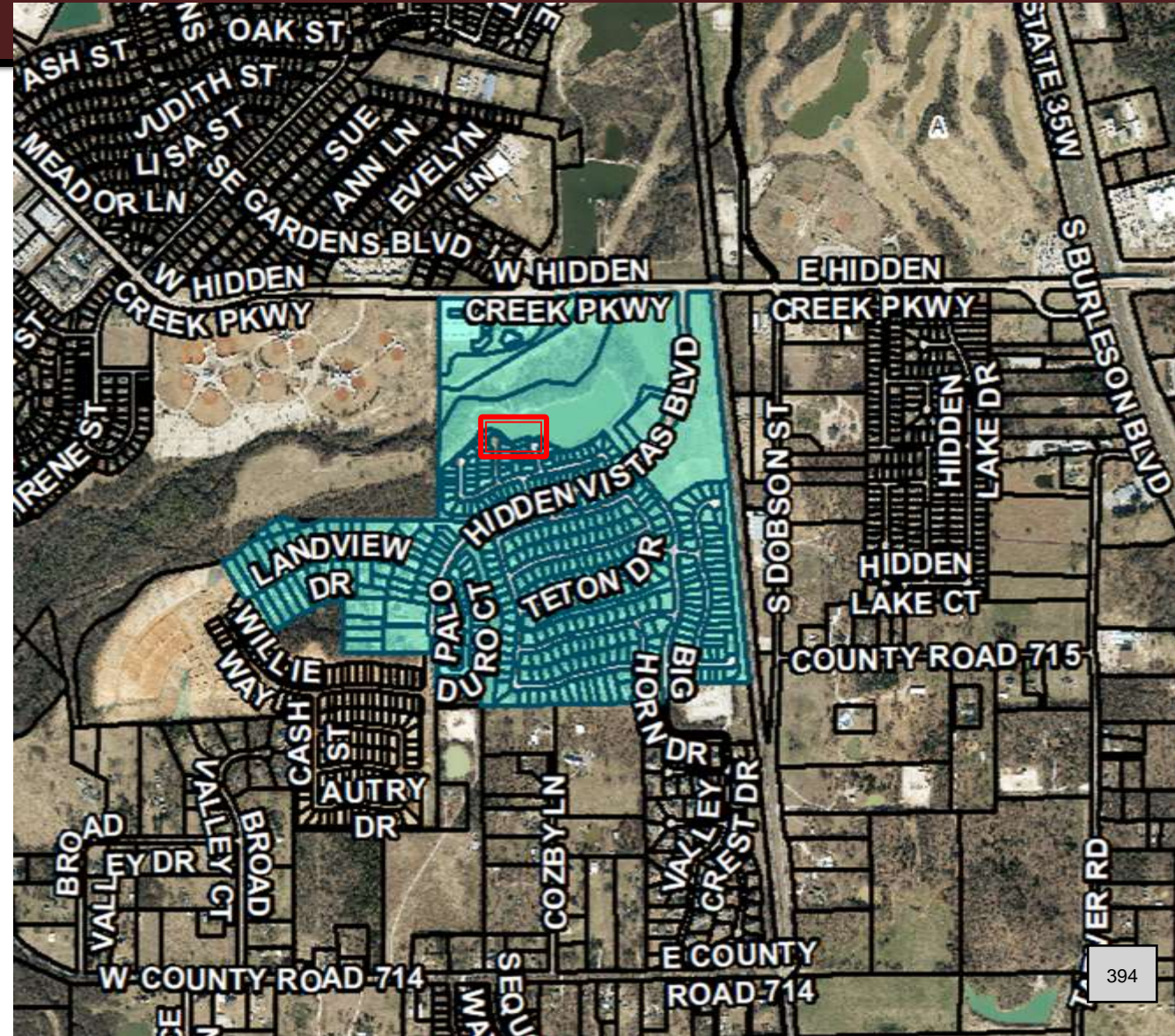
Recommended approval unanimously

### Discussion

Process for fences and accessory structures  
Current status of the grade and drainage of the  
Subject area

### Speakers

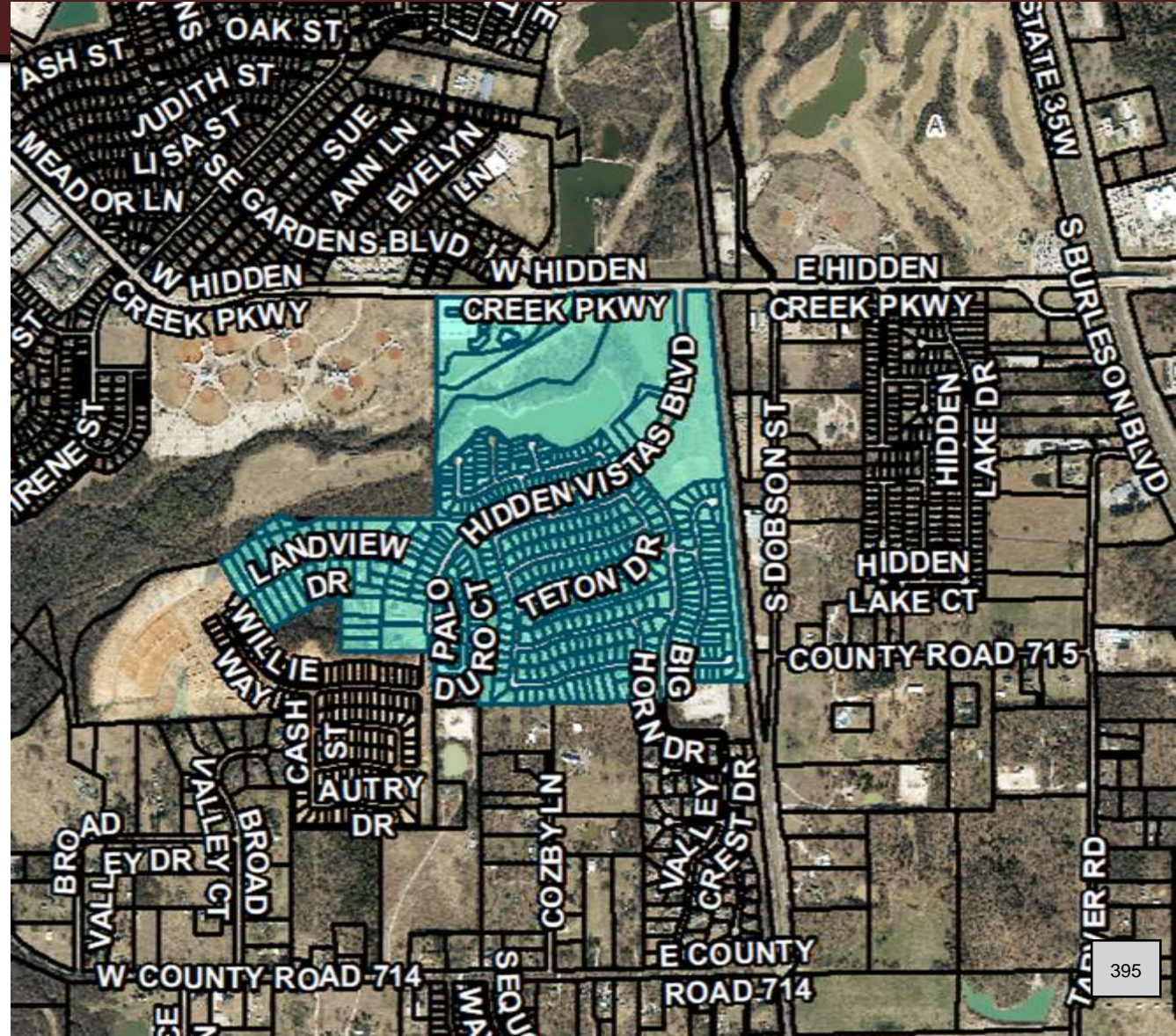
Peter Thomas (Developer) explained that the reason for the request was the desire of the owners of the 3 lots who requested the additional space for their respective yards.



# ZC – Hidden Vistas PD

## Staff's Recommendation

- Staff does not generally support converting preserved/designated open spaces into residential or commercial areas. However, this specific request will not impact access to trails and has a minimal impact to the overall community / development.



## ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY .334 ACRES OF LAND SITUATED IN THE THOMAS CHANDLER SURVEY, ABSTRACT NUMBER 127, SITUATED IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF LOT B, BLOCK 17, AN OPEN SPACE LOT, HIDDEN VISTAS PHASE 4B, RECORDED IN DRAWER L, INSTRUMENT NUMBER 2021-139, PLAT RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD); MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, an application for a zoning change was filed by **Peter Thomas** on **May 1, 2023**, under **Case Number 23-045**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **8 to 0** to recommend to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classification of **Planned Development (PD)** to **Planned Development (PD)**; and

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

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

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

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

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

#### **Section 1**

The Zoning Ordinance and Map is hereby amended insofar as it relates to certain land described as **0.334 acre tract of land in the Thomas Chandler Survey, Abstract Number 127, situated in the City of Burleson, Johnson County, Texas, and being a portion of Lot B, Block 17, an open space lot, Hidden Vistas Phase 4B, recorded in Drawer L, Instrument Number 2021-139, Plat Records, Johnson County, Texas (O.P.R.J.C.T.), as described in Exhibit A,** by changing the zoning of said property from **Planned Development (PD)** to **Planned Development (PD)** which are incorporated herein as Exhibit B, being attached hereto and incorporated herein by reference for all purposes.

.

#### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

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

### **Section 6.**

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

### **Section 7.**

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

### **Section 8.**

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

**PASSED AND APPROVED:**

**First and Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

## EXHIBIT "A"

### DESCRIPTION OF PROPERTY

BEING a 0.334 acre tract of land in the Thomas Chandler Survey, Abstract Number 127, situated in the City of Burleson, Johnson County, Texas, and being a portion of Lot B, Block 17, an open space lot, Hidden Vistas Phase 4B, recorded in Drawer L, Instrument Number 2021-139, Plat Records, Johnson County, Texas. The bearings for this description are based on the Texas State Plane Coordinate System, Texas North Central Zone (4202) North American Datum 1983, using static observation and NOAA/NGS Opus calculations. Said 0.334 acre tract of land being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "RPLS 4818" found at the northeast corner of Lot 23, Block 17 of said Hidden Vistas, Phase 4B;

THENCE North 82°58'55" West, continuing along the north line of said Lot 23, a distance of 92.57 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" found in the east Right of Way line of Catskill Court, a 50' wide public Right-of-Way, for the point of curvature of a non-tangent curve, concave to the west, having a radius of 50.00 Feet a central angle of 54°45'22", and a chord of 45.99 Feet bearing North 11°24'35" West;

THENCE northerly along said curve and said east Right-of-Way line, a distance of 47.78 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" found;

THENCE North 51°12'44" East, a distance of 27.62 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set in a south line of that certain tract of land described as Burleson Hidden Vistas LP as described in Volume 3860, Page 237, Deed Records, Johnson County, Texas;

THENCE continuing along said south lines the following courses and distances:

South 38°47'16" East, a distance of 80.49 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" found;

South 82°58'55" East, a distance of 26.05 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" found;

North 73°19'26" East, a distance of 142.27 Feet;

South 78°30'21" East, a distance of 37.50 Feet;

North 82°22'07" East, a distance of 63.48 Feet;

South 50°46'16" East, a distance of 70.39 Feet to a to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set ;

South 58°06'22" East, a distance of 26.57 Feet to a to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the most northerly northwest corner of Lot 13, Block 17 of said Hidden Vistas Phase 4B;

THENCE South 77°06'43" West, continuing along the north line of said Lot 13, a distance of 90.32 Feet to a to a 1/2" iron rod with plastic cap stamped "RPLS 4818" found in the east Right-of-Way line of Wasatch Court, a 50 foot public Right-of-Way for the point of curvature of a non-

tangent curve, concave to the south, having a radius of 50.00 Feet, a central angle of  $176^{\circ}37'32''$ , and a chord of 99.96 Feet bearing North  $76^{\circ}07'56''$  West;

THENCE Northerly along said curve and said east Right-of-Way line, a distance of 154.13 Feet to a to a 1/2" iron rod with plastic cap stamped "RPLS 4818" found for the northeast corner of Lot 14, Block 17, Hidden Vistas, Phase 4A as recorded in Drawer K, Volume 11, Page 948, Plat Records, Johnson County, Texas;

THENCE South  $77^{\circ}06'42''$  West, departing said east Right-of-Way and continuing along the north line of said Lot 14, a distance of 128.08 Feet to a to a 1/2" iron rod with plastic cap stamped "RPLS 4818" found in the east line of said Lot 23 for the northwest corner of said Lot 14;

THENCE North  $00^{\circ}07'30''$  East, departing said north line and continuing along said east line, a distance of 33.76 Feet to the POINT OF BEGINNING and containing a computed area of 0.334 Acres, more or less.

## **EXHIBIT “B”**

### **DEVELOPMENT STANDARDS**

**Single-Family:** Single-family units are a form of single family, detached housing. This residential type will consist of smaller units and lots, having access and frontage on a public or private street. Should private streets be desired, the ownership and maintenance responsibility shall be the Homeowners Association. Building and area requirements are as follows:

**Lot Area:** The minimum area of any lot shall be six thousand (6,000) square feet.

**Lot Coverage:** In no case shall more than seventy-five (75) percent of the total lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, deck, patios, driveways, walks, and other paved areas shall not be included in determining maximum lot coverage.

**Lot Width:** The minimum width of any lot shall not be less than sixty (60) feet at the building line, except that lots at a terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of fifty-five (55) feet at the building line; provided all other requirements of this section are fulfilled.

**Lot Depth:** The minimum depth of any lot shall be one hundred (100) feet, except that lots at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum lot depth, measured at mid-point on front and rear lot lines, of ninety (90) feet; provided all other requirements of this section are fulfilled.

**Front Yard:** The minimum depth of the front yard shall be fifteen (15) feet, not including front entry garages, “J” swing garages will be allowed. The minimum depth of the front yard shall be twenty (20) feet to the face of the garage. Unenclosed front porches, roof eaves, chimneys and other similar architectural elements may extend a maximum of four (4) feet into the front yard except that no portion of a structure including roof eaves may encroach into any utility easement.

**Side Yard:** The minimum side yard on each side of a lot shall be five (5) feet. No portion of a structure including roof eaves may encroach into any utility easement. A side yard adjacent to a side street shall not be less than fifteen (15) feet.

**Rear Yard:** The minimum depth of the rear yard shall be ten (10) feet. No portion of a structure including roof eaves may encroach into any utility easement.

**Building Height:** Buildings shall be a maximum of two and one-half (2 ½) stories.

**Fences** adjacent to dedicated open spaces and or parkland shall be wrought iron.



HIDDEN VISTAS 4 HOMEOWNERS ASSOCIATION INC

5/24/23

PO BOX 939 BURLESON TX 76097

CITY OF BURLESON

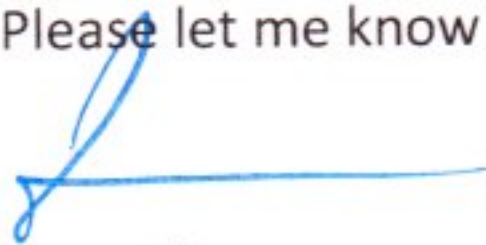
BURLESON TX

RE: Rezoning of Open Space Case# 23-045

To whom it may concern,

I was the developer of Hidden Vista 4 a and B and still manage the Homeowners Association. The HOA Management is in support of the rezoning of the 3 small "open spaces" to be incorporated into the 3 adjoining lots.

Please let me know if you have any questions.



Peter Thomas

Manager

**From:** [Rebecca Alldredge](#)  
**To:** [DevServ](#)  
**Cc:** [Peter Thomas](#)  
**Subject:** [EXTERNAL] Hidden Vistas 14R-23-045 DAC  
**Date:** Thursday, May 25, 2023 12:43:51 PM

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CAUTION: This email originated from outside of the City of Burleson email system.  
DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

Good Afternoon,

It has come to my attention I need to submit a letter supporting the rezoning of the land between my house (1000 Wasatch Ct) and the adjacent pond.

I originally contacted Peter Thomas, the developer of the community, in March 2022. I had concerns about my privacy with the open land next to me and after getting to know each other he was on board with transferring the land to me. We got my neighbors involved who are adjacent to the pond as well, and we are all looking for the same thing. We would like to extend our property line and fences closer to the pond.

As a single mother, an Air Force veteran, and a federal police officer I value my privacy and peace in my home. Although there is not a sidewalk by our homes, it has become common practice for this area to become a walkthrough area and there is constant walking and biking traffic. By moving our fences closer to the pond, it will decrease the traffic and give me peace of mind knowing there are less people walking by my home and looking into my yard.

Please approve the rezoning of this open area land and allow us to move our fences. Thank you for your time and consideration.

Respectfully,  
Rebecca Alldredge  
(817)8078326

Sent from my iPhone

**From:** [Chris Roberts](#)  
**To:** [DevServ](#)  
**Cc:** [PETER THOMAS](#); [Wifey](#)  
**Subject:** [EXTERNAL] Rezoning Support  
**Date:** Wednesday, May 24, 2023 4:47:31 PM

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CAUTION: This email originated from outside of the City of Burleson email system.  
DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

All,

I am the owner of the lot at 1001 Wasatch Ct. this email is to confirm that I support the rezoning of the vacant lot adjacent to my property. If any further confirmation is needed from me please let know.

Sent from my iPhone

CONCERNS OR QUESTIONS

NAME: Ryan and Amanda Colby

ADDRESS: 340 Landview Dr

PHONE: 817-675-6163

CITY: Burleson

STATE: TX

Is concern or question listed on the agenda? ☒ Yes ☐ No

If yes, what is the item or case number associated with the development application?

Case 23-045 Lot B, Block 17, Hidden Vister Phase 4B

Please state the concern or comment:

We recommend denial of this ordinance for a  
zoning change request. The depletion of the open space  
will diminish the beauty and usability of the  
neighboring lake.

---

## City Council Regular Meeting

**DEPARTMENT:** Parks and Recreation  
**FROM:** Jen Basham, Director of Parks and Recreation  
**MEETING:** July 10, 2023

---

**SUBJECT:**

Consider approval of an ordinance amending the City Budget for fiscal year 2022-2023 by increasing appropriations of funds in the amount of \$58,725 for merchandise at Hidden Creek Golf Course. (First and Final Reading) *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*

**SUMMARY:**

Hidden Creek Golf Course Pro Shop sells various retail merchandise to patrons of the Golf Course. For FY 2023, the course anticipated exceeding the budgeted expenditures for cost of sales due to high volume of sales and special orders. Staff is requesting a budget amendment in the amount of \$58,725 for the additional purchasing of merchandise during the peak season.

**OPTIONS:**

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

**RECOMMENDATION:**

Staff recommends proceeding with all amendments as presented.

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

NA

**FISCAL IMPACT:**

5307302-66060

\$58,725

**STAFF CONTACT:**

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



# Hidden Creek Golf Course Pro Shop Purchasing

Staff Presenter: Jen Basham, Director of Parks and Recreation  
City Council: July 10, 2023

# Amendment Outline



- Hidden Creek Golf Course Pro Shop purchases merchandise from specific vendors for retail
  - Section 252.022 of the government code exempts goods purchased by a municipality for retail sale by agency
- Hidden Creek anticipates exceeding the budgeted amount for cost of sales due to high sales volume and special orders

# Amendment Outline

- Hidden Creek Golf Course cost of sales expenditure budget for FY 23 merchandise sales is \$118,650 on \$138,090 in revenue. This expenditure amount is based on 75% cost of sales plus enough to cover inventory for October sales which is one of the peak months of tournament season.
- Staff is requesting a budget amendment in the amount of \$58,725 for the purchase of merchandise.
  - The adopted budget for merchandise expenditures is \$118,650
  - The amended budget for merchandise would be \$177,375
  - The projected sales from merchandise is \$215,000
  - Net Revenue \$37,625



# Appropriations

The amounts anticipated to be expended with Callaway and Titleist exceed the amount staff is authorized to expend without Council approval. Additional appropriations are required to ensure enough inventory is available during peak season. Merchandise purchased through other vendors is not anticipated to exceed the \$50,000 threshold.

- Callaway Golf
  - Not to exceed \$75,000
- Titleist Golf
  - Not to exceed \$100,000



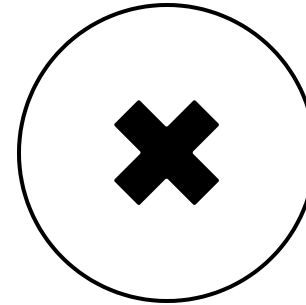
# Options-Budget Amendment

Staff Recommendation



Budget Amendment

Recommend approval of an amendment to the budget for Hidden Creek Golf Course in the amount of \$58,725



Do not proceed with amendment

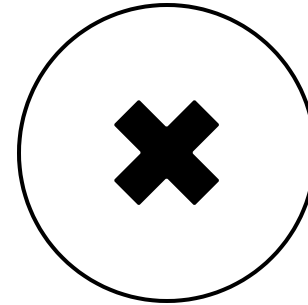
# Options-Titleist Golf

Staff Recommendation



Budget Appropriation

Recommend authorizing staff to purchase  
from Titleist Golf in an amount not to  
exceed \$100,000



Do not proceed with amendment

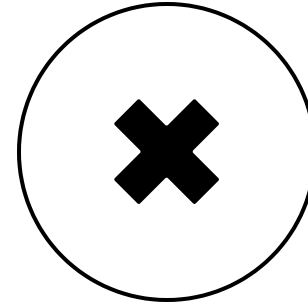
# Options-Callaway Golf

Staff Recommendation



Budget Appropriation

Recommend authorizing staff to purchase  
from Callaway Golf in an amount not to  
exceed \$75,000



Do not proceed with amendment

## **ORDINANCE**

**AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2022-2023 BY INCREASING APPROPRIATIONS IN THE PARK PROPRIETARY FUND IN THE AMOUNT OF \$58,725 FOR GOODS TO BE PURCHASED AND RESOLD AT THE GOLF COURSE PRO SHOP BE CONSIDERED AND APPROVED AT ONLY ONE MEETING; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND, PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.**

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

**WHEREAS**, in the park proprietary fund in the amount of \$58,725 for goods to be purchased and resold at the golf course pro shop; and

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

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

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

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

### **Section 1.**

In addition to those amounts appropriated from the various City departments for Fiscal Year 2022-2023 in the Budget of the City Manager, there shall also be increased estimated appropriations in the Parks Performance Fund (5307302-66060) in the amount of \$58,725 for goods to be purchased and resold in the Golf Course Pro Shop.

### **Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

**First and Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney

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## City Council Regular Meeting

**DEPARTMENT:** Parks and Recreation

**FROM:** Jen Basham, Director of Parks and Recreation

**MEETING:** July 10, 2023

---

**SUBJECT:**

Consider a resolution authorizing the purchase of merchandise with Callaway, Golf for merchandise at Hidden Creek Golf Course in the amount not to exceed \$75,000. *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*

**SUMMARY:**

Hidden Creek Golf Course Pro Shop sells various retail merchandise to patrons of the Golf Course. Callaway Golf provides Callaway merchandise directly. Staff anticipates purchasing over the \$50,000 threshold with the vendor, and is requesting authorization to purchase up to \$75,000 in merchandise. Section 252.022 of the government code exempts goods purchased by a municipality for retail sales by the agency.

**OPTIONS:**

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

**RECOMMENDATION:**

Staff recommends authorizing the purchase of goods from Callaway Golf in the amount not to exceed \$75,000.

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

NA

**FISCAL IMPACT:**

NA

**STAFF CONTACT:**

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



# Hidden Creek Golf Course Pro Shop Purchasing

Staff Presenter: Jen Basham, Director of Parks and Recreation  
City Council: July 10, 2023

# Amendment Outline



- Hidden Creek Golf Course Pro Shop purchases merchandise from specific vendors for retail
  - Section 252.022 of the government code exempts goods purchased by a municipality for retail sale by agency
- Hidden Creek anticipates exceeding the budgeted amount for cost of sales due to high sales volume and special orders

# Amendment Outline

- Hidden Creek Golf Course cost of sales expenditure budget for FY 23 merchandise sales is \$118,650 on \$138,090 in revenue. This expenditure amount is based on 75% cost of sales plus enough to cover inventory for October sales which is one of the peak months of tournament season.
- Staff is requesting a budget amendment in the amount of \$58,725 for the purchase of merchandise.
  - The adopted budget for merchandise expenditures is \$118,650
  - The amended budget for merchandise would be \$177,375
  - The projected sales from merchandise is \$215,000
  - Net Revenue \$37,625



# Appropriations

The amounts anticipated to be expended with Callaway and Titleist exceed the amount staff is authorized to expend without Council approval. Additional appropriations are required to ensure enough inventory is available during peak season. Merchandise purchased through other vendors is not anticipated to exceed the \$50,000 threshold.

- Callaway Golf
  - Not to exceed \$75,000
- Titleist Golf
  - Not to exceed \$100,000



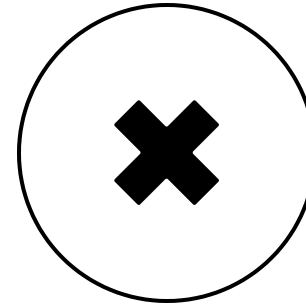
# Options-Budget Amendment

Staff Recommendation



Budget Amendment

Recommend approval of an amendment to the budget for Hidden Creek Golf Course in the amount of \$58,725



Do not proceed with amendment

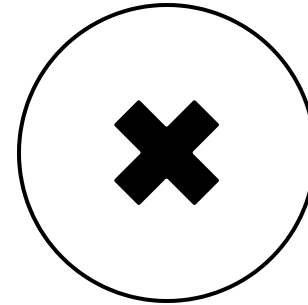
# Options-Titleist Golf

Staff Recommendation



Budget Appropriation

Recommend authorizing staff to purchase  
from Titleist Golf in an amount not to  
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Do not proceed with amendment

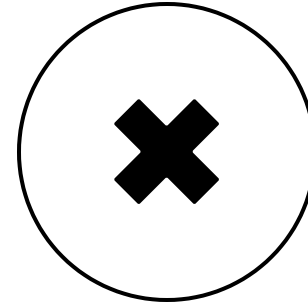
# Options-Callaway Golf

Staff Recommendation



Budget Appropriation

Recommend authorizing staff to purchase  
from Callaway Golf in an amount not to  
exceed \$75,000



Do not proceed with amendment

## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING THE PURCHASE OF GOODS FROM CALLAWAY GOLF FOR MERCHANDISE AT HIDDEN CREEK GOLF COURSE.**

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

**WHEREAS**, the City owns and operates the Hidden Creek Golf Course, a premier municipal golf course; and

**WHEREAS**, the Pro Shop at Hidden Creek Golf Course sells merchandise for golfers; and

**WHEREAS**, Callaway Golf is a premier golf merchandise vendor; and

**WHEREAS**, Hidden Creek Golf course is requesting authorization to purchase goods in the amount not to exceed \$75,000 from Callaway Golf

**WHEREAS**, the City finds that the terms of this resolution are in the best interest of the City and the citizens of the City of Burleson, Texas;

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

#### **Section 1**

The City shall authorize Hidden Creek Golf Course to purchase goods from Callaway Golf in the amount not to exceed \$75,000

#### **Section 2**

This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND SO RESOLVED** by the City Council of the City of Burleson, Texas, this \_\_\_\_\_ 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:** Parks and Recreation  
**FROM:** Jen Basham, Director of Parks and Recreation  
**MEETING:** July 10, 2023

---

**SUBJECT:**

Consider a resolution authorizing the purchase of merchandise with Titleist, Golf for merchandise at Hidden Creek Golf Course in the amount not to exceed \$100,000. (*Staff Presenter: Jen Basham, Director of Parks and Recreation*)

**SUMMARY:**

Hidden Creek Golf Course Pro Shop sells various retail merchandise to patrons of the Golf Course. Titleist Golf provides Titleist merchandise directly. Staff anticipates purchasing over the \$50,000 threshold with the vendor, and is requesting authorization to purchase up to \$100,000 in merchandise. Section 252.022 of the government code exempts goods purchased by a municipality for retail sales by the agency.

**OPTIONS:**

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

**RECOMMENDATION:**

Staff recommends authorizing the purchase of goods from Titleist Golf in the amount not to exceed \$100,000.

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

NA

**FISCAL IMPACT:**

NA

**STAFF CONTACT:**

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



# Hidden Creek Golf Course Pro Shop Purchasing

Staff Presenter: Jen Basham, Director of Parks and Recreation  
City Council: July 10, 2023

# Amendment Outline



- Hidden Creek Golf Course Pro Shop purchases merchandise from specific vendors for retail
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# Appropriations

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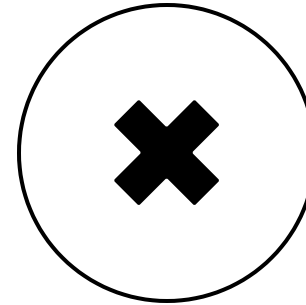
# Options-Budget Amendment

Staff Recommendation



Budget Amendment

Recommend approval of an amendment to the budget for Hidden Creek Golf Course in the amount of \$58,725



Do not proceed with amendment

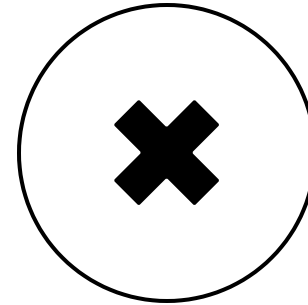
# Options-Titleist Golf

Staff Recommendation



Budget Appropriation

Recommend authorizing staff to purchase  
from Titleist Golf in an amount not to  
exceed \$100,000



Do not proceed with amendment

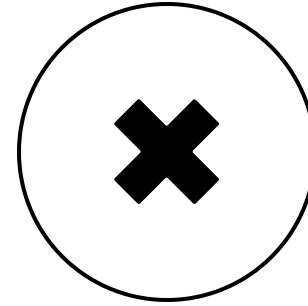
# Options-Callaway Golf

Staff Recommendation



Budget Appropriation

Recommend authorizing staff to purchase  
from Callaway Golf in an amount not to  
exceed \$75,000



Do not proceed with amendment

## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING THE PURCHASE OF GOODS FROM TITLEIST GOLF FOR MERCHANDISE AT HIDDEN CREEK GOLF COURSE.**

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

**WHEREAS**, the City owns and operates the Hidden Creek Golf Course, a premier municipal golf course; and

**WHEREAS**, the Pro Shop at Hidden Creek Golf Course sells merchandise for golfers; and

**WHEREAS**, Titleist Golf is a premier golf merchandise vendor; and

**WHEREAS**, Hidden Creek Golf course is requesting authorization to purchase goods in the amount not to exceed \$100,000 from Titleist Golf

**WHEREAS**, the City finds that the terms of this resolution are in the best interest of the City and the citizens of the City of Burleson, Texas;

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

#### **Section 1**

The City shall authorize Hidden Creek Golf Course to purchase goods from Titleist Golf in the amount not to exceed \$100,000

#### **Section 2**

This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND SO RESOLVED** by the City Council of the City of Burleson, Texas, this \_\_\_\_\_ 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:** Public Safety Communications

**FROM:** Paul Bradley, Director

**MEETING:** July 10, 2023

---

**SUBJECT:**

Consider approval of an ordinance authorizing establishment of the Burleson Public Safety Communications Department as a Law Enforcement Telecommunication Agency through the Texas Commission on Law Enforcement (TCOLE). (First reading) *(Staff Presenter: Paul Bradley, Director of Public Safety Communications)*

**SUMMARY:**

On June 1, 2020, Burleson City Council approved a contract with public safety consulting firm Mission Critical Partners to conduct an organizational assessment of the Communications Division of the Burleson Police Department. The findings of the assessment were presented to Council on October 5, 2020. Mission Critical Partners recommended that Communications be separated from the Police Department and established as a standalone department. Then City Manager Bryan Langley advised Council of the intent to establish the Public Safety Communications Department and create a Governance Committee comprised of City Management, Police and Fire Command Staff and Public Safety Communications management. Public Safety Communications has been operating as a standalone department since January 2021 under the leadership of Director Paul Bradley. The Department has a total allotted staff of 22: 1 Director, 1 Assistant Director, 1 Quality Assurance Coordinator, 1 Training Coordinator, 3 Supervisors, 3 Leads and 12 Specialists (Telecommunicators).

The Burleson Police Department currently holds the licenses of Burleson Telecommunicators through the Texas Commission on Law Enforcement (TCOLE). The Burleson Public Safety Communications Department wishes to be established as a TCOLE Law Enforcement Telecommunication Agency separate from the Burleson Police Department. The creation of a separate agency would allow Public Safety Communications management oversight of licensing and training records of staff; currently, Police Department staff must assist with new licenses, reporting of training and record changes for Public Safety Communications staff. Additionally, the establishment of the Public Safety Communications Department as a separate agency would place responsibility on the individual departments for TCOLE audit purposes as well as certification and continuing education tracking.

The TCOLE Law Enforcement Telecommunication Number Application requires documents from the governing body authorizing creation of the agency; i.e., municipal ordinance and minutes approving the ordinance. A memorandum, policies and other required documents will be submitted with the application. There is a \$1,000 non-refundable application fee.

The Public Safety Communications Department desires to become a TCOLE Telecommunication Agency. It is recommended that Council consider approval of an ordinance authorizing creation of the agency "Burleson Public Safety Communications Department."

**OPTIONS:**

- 1) Approve the ordinance
- 2) Deny the ordinance

**RECOMMENDATION:**

Approve the ordinance as outlined

**FISCAL IMPACT:**

Budgeted: Yes

Fund Name: Public Safety Communications – Miscellaneous Expense

Amount: \$1,000.00

**STAFF CONTACT:**

Paul Bradley  
Director of Public Safety Communications  
[pbradley@burlesontx.com](mailto:pbradley@burlesontx.com)  
817-426-9075



# Public Safety Communications

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Ordinance – TCOLE Law Enforcement  
Telecommunication Agency

# Public Safety Communications

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## The *first*, first responders

- Answer 9-1-1 and non-emergency calls for assistance
  - 19,626 emergency 9-1-1 calls received in 2022
- Operate Computer-Aided Dispatch (CAD) system
  - Dispatch Police and Fire units via radio
  - 37,381 total calls for service processed in 2022
- Ensure safety of fellow first responders
  - Maintain status of Police and Fire units
  - Communicate and provide vital information to responders
- Query National Crime Information Center (NCIC) database

# Background

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Public Safety Communications previously operated as a division of the Police Department

Organizational assessment published October 2020

- Mission Critical Partners
- Recommended that Public Safety Communications be managed separately from Police and Fire
- Department has been operating standalone since January 2021
- Work closely with public safety agencies

# Background - TCOLE

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TCOLE – Texas Commission on Law Enforcement

The Burleson Police Department currently holds the licenses for Telecommunicators

- PD staff must enter licensing credentials and report training and record changes for Public Safety Communications staff
- Audits and continuing education
  - Background files and associated Telecommunicator appointment documents are evaluated during TCOLE audits
  - Required courses and continuing education mandates must be met

Establishment of separate Law Enforcement Telecommunication Agency

- Direct oversight of Telecommunicator appointments
- Management of licenses, training records and continuing education requirements
- Responsibility for TCOLE audits

# Application Process

---

A memorandum will be submitted to TCOLE detailing the following:

- The need for the law enforcement telecommunication center in the community
  - Provides Public Safety Answering Point (PSAP) and law enforcement dispatching capabilities in the City
  - Refers to the operation as a whole; not related to the building expansion/remodel project
- The funding sources for the law enforcement telecommunication center
  - Department is funded through the General Fund
- The physical resources available to telecommunicators
  - CAD/RMS, terminals, phones, radios, etc.
- The physical facilities that the law enforcement telecommunication center will operate
  - Our current facility meets the requirements for security

# Application Process

---

Additional documentation will be submitted to TCOLE:

- Telecommunication policies of the law enforcement telecommunication center
- The administrative structure of the law enforcement telecommunication center
- Liability insurance
- Ordinance authorizing creation of the agency
- Minutes approving the ordinance
- Law Enforcement Telecommunication Number Application
  - \$1,000 application fee

# Timeline

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July 10 – First reading of ordinance

July 24 – Second reading of ordinance

July 25 – Submit documentation to TCOLE

Approval from TCOLE

# Recommendation

---

Approve an ordinance authorizing establishment of the Burleson Public Safety Communications Department as a Law Enforcement Telecommunication Agency through the Texas Commission on Law Enforcement (TCOLE)

# Questions / Comments

## **ORDINANCE**

**AN ORDINANCE AMENDING CHAPTER 2, “ADMINISTRATION” OF THE CODE OF ORDINANCES OF THE CITY OF BURLESON, TEXAS (2005), AS AMENDED, BY ADDING DIVISION 4, ENTITLED “PUBLIC SAFETY COMMUNICATIONS DEPARTMENT” TO ARTICLE III “DEPARTMENTS” AND ESTABLISHING THE CREATION OF THE DEPARTMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Burleson (“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 Texas Local Government Code; and

WHEREAS, in January of 2021 the City’s telecommunications and dispatch center was separated from the Burleson Police Department; and

WHEREAS, since that time the department has been operating as a standalone department named the “Public Safety Communications Department” that is managed separately from the Burleson Police Department and Burleson Fire Department; and

WHEREAS, the City desires that the Public Safety Communications Department register with the Texas Commission on Law Enforcement as a law enforcement telecommunication center; and

WHEREAS, the Texas Commission on Law Enforcement requires the City adopt an ordinance creating the Public Safety Communications Department; and

WHEREAS, the City desires to adopt an ordinance creating the Public Safety Communications Department; and

WHEREAS, the City Council finds and determines that the adoption of this ordinance is necessary and proper and in the best interests of the public health, safety, and general welfare.

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

### **SECTION 1.**

The Code of Ordinances of Burleson, Texas (2005) is hereby amended by adding a new division, entitled Division 4 “Public Safety Communications Department” to Article III “Departments” of Chapter 2 “Administration”, comprised of Section 2-141 which reads as follows:

## **“DIVISION 3: PUBLIC SAFETY COMMUNICATIONS DEPARTMENT**

### **Sec. 2-141. Department Created.**

There is created a Public Safety Communications Department. The city manager shall appoint the director of the Public Safety Communications Department.”

### **SECTION 2. CUMULATIVE**

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. This ordinance is consistent with and is not intended to repeal any provision in the zoning ordinance.

### **SECTION 3. SEVERABILITY**

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 4. PUBLICATION**

Pursuant to Section 36 of the Charter of the City of Burleson, that this ordinance shall take effect after its passage and publication, and that the City Secretary is hereby directed to give notice of the passage of this ordinance by causing the caption or title and the penalty clause of this ordinance to be published once in a newspaper of general circulation in the city and on the city’s website.

### **SECTION 5. EFFECTIVE DATE**

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

**First Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PASSED AND APPROVED** this 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

**TEXAS COMMISSION ON LAW ENFORCEMENT**  
6330 E. Highway 290, STE. 200, Austin, Texas 78723-1035

Phone: (512) 936-7700

<http://www.tcole.texas.gov>

**LAW ENFORCEMENT TELECOMMUNICATION NUMBER APPLICATION**

Return form with non-refundable fee of \$1,000.00. Agency, cashier's check or money order. (5519)

**PROPOSED AGENCY INFORMATION**

1. Proposed Agency Name Burleson Public Safety Communications Department		2. Proposed Agency Address 1161 SW Wilshire Blvd		
3. City Burleson	4. State TX	5. County Johnson	6. Zip Code 76028	
7. Phone Number 817-426-9903	8. Fax Number 817-426-9385		9. E-mail dispatch911@burlesontx.com	

**PROPOSED AGENCY CHIEF ADMINISTRATOR INFORMATION**

10. Title PSC Director	11. First Name Paul	12. M.I. F	13. Last Name Bradley	14. Suffix (Jr.Etc)
15. TCOLE PID 371742	16. Date of Birth XX/XX/XXXX	17. Race / Ethnicity <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Multicultural <input checked="" type="checkbox"/> White		18. Gender <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

**Cite applicable statute providing legislative authority**

**(i.e., Local Government Code, Education Code): TX Admin. Code, Title 37 Statute Number: 211.16(d)**

The entity shall submit to the commission on creation of the law enforcement telecommunication center information regarding:

- \_\_\_\_\_ (1) The need for the law enforcement telecommunication center in the community;
- \_\_\_\_\_ (2) The funding sources for the law enforcement telecommunication center;
- \_\_\_\_\_ (3) The physical resources available to tele communicators;
- \_\_\_\_\_ (4) The physical facilities that the law enforcement telecommunication center will operate, including descriptions of the secured dispatch/clerk area, and public area;
- \_\_\_\_\_ (5) Telecommunication policies of the law enforcement telecommunication center, including policies on:
  - \_\_\_\_\_ (A) General Rules/Professional Conduct of Tele communicators;
  - \_\_\_\_\_ (B) Dispatch Procedures/Training;
  - \_\_\_\_\_ (C) Access to Communication Area;
  - \_\_\_\_\_ (D) Call Taking/Radio Log protocols;
  - \_\_\_\_\_ (E) General Broadcasting-Emergency Alerts;
  - \_\_\_\_\_ (F) Lane/Road Closures; and Accidents
  - \_\_\_\_\_ (G) In Progress Incidents;
  - \_\_\_\_\_ (H) Violation Alerts
  - \_\_\_\_\_ (I) Emergency Transmissions
- \_\_\_\_\_ (6) The administrative structure of the law enforcement telecommunication center;
- \_\_\_\_\_ (7) Liability insurance;
- \_\_\_\_\_ (8) Documents from the governing body authorizing creation of agency: Example(s): Municipal Code/Ordinance, School District Resolution, and;
- \_\_\_\_\_ (9) Minutes approving ordinance.

**REQUESTING GOVERNMENTAL BODY**

19. Governing Body City of Burleson			20. Mailing Address 141 W Renfro St	
21. City Burleson	22. State TX	23. Zip Code 76028	24. Phone Number 817-426-9600	25. Fax Number 817-426-9376
26. Governing Body Administrator Tommy Ludwig			27. Title City Manager	29. Phone Number 817-426-9683

I, the administrator of the governmental body making request, am fully aware that this application is a government document and under penalties of perjury I declare the foregoing information to be true and correct.

Tommy Ludwig

Administrator (Type or Print)

Signature

Date

Sworn to and subscribed before me, this    day of Month, Year

Notary public in and for, State of Texas

My Commission expires    /Month/Year

Notary Seal or Stamp

Printed Name of Notary

Signature of Notary

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## City Council Regular Meeting

**DEPARTMENT:** Legal and Purchasing

**FROM:** Justin Scharnhorst, Assistant to the City Manager

**MEETING:** July 10, 2023

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**SUBJECT:**

Consider approval of a resolution authorizing a five-year contract with Bureau Veritas as the primary contractor and Instant Inspections as the secondary contractor for third-party plan review and inspection services related to Environmental Services, Residential and Commercial Inspections, and Fire Services Inspections pursuant to all applicable terms and conditions outlined in RFP 2023-011. *(Staff Presenter: Justin Scharnhorst, Assistant to the City Manager)*

**SUMMARY:**

City staff released a Request for Proposal (RFP) in April of this year to obtain pricing from third-party partners that could support the city for contingency planning and current process improvement related to environmental inspections, fire prevention, and residential and commercial plan review. Three departments would utilize these services: Neighborhood Services, Fire Department, and Development Services. Each of these departments, if approved, would use the approved primary and secondary contract for different uses at various times throughout the contract term.

Neighborhood Services

- Food Establishment Inspection and Permitting Program is put in place to protect the health of all Burleson residents. This is accomplished through permitting food facilities serving to the public, ensuring that they meet minimum state standards for safe operation, and minimizing the risk of spreading food-borne illness, in addition to pool inspections.

Fire Marshal

- Tasked with the responsibility of creating a fire-safe environment by enforcing fire prevention codes. The proposed contract would streamline the process, creating efficiencies for the development community.

Development Services

- It would only be utilized for residential and commercial plan reviews if the department experiences a need or has staffing shortages. These services are intended to be used only on a contingency basis.

The costs associated with this approval would be net neutral to the city, except for the Development Services department. This department has no immediate plans and would only be utilized for contingency purposes moving forward.

**OPTIONS:**

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

**RECOMMENDATION:**

Staff recommendation is to approve the resolution

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

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Name: Justin Scharnhorst  
Title: Assistant to the City Manager  
[jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)  
817-426-9646

# Third-Party Inspections

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PRESENTED TO THE CITY COUNCIL ON  
JULY 10, 2023

# Presentation Road Map

Discuss using third-party for inspections, plan review and environmental services

- RFP – Two (2) vendors submitted proposals
  1. Bureau Veritas (Fire, Building and Environmental)
  2. Instant Inspector (only for Environmental Health inspections)
- Give an overview of how City departments utilize third-party inspections and plan reviews
- Update Council on a process change to plan reviews by the Fire Marshal's Office

# RFP Overview

- Staff solicited Request for Proposals (RFP) to obtain pricing structures for third-party inspections and plan review services
- Proposals were opened on April 7<sup>th</sup> and closed on April 24<sup>th</sup>
  - Proposal documents were sent to thirteen different agencies
- Two submittals were received, Bureau Veritas and Instant Inspector

# RFP Overview Cont.

- The RFP process requires staff to outline evaluation criteria prior to opening the solicitation
  - The City staff evaluation committee included employees from Neighborhood Services, Fire Department, and Development Services
  - Evaluators from each department based their selection on capacity to perform services, methodology, rates and fees in addition to references as the basis to selection
- The committee scores reflected Bureau Veritas as the highest ranking responded, and Instant Inspector second based on their submittals

# Neighborhood Services

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# Environmental Services



- Administers public health permitting /inspections/enforcement of food establishments and public pools.
- Permit over 500+ health permits
- Specialized knowledge required for health inspection of food establishments and Public pools
  - Registered Sanitarian
  - Certified Pool Operator (CPO)
- Services would only be rendered in the event of staffing shortages.



# Contract Services

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- Contract services are necessary to sustain state inspection frequency requirements in the event of staffing shortages
  - Contract inspection service ensure compliance with the provisions of the adopted food establishment ordinance and public pool swimming pool and spa codes
- Services include the following:
- Review plans for compliance with the applicable laws and rules required
  - Perform inspections to determine compliance with the applicable laws and rules required
  - Inspections will be performed by a Texas Registered Sanitarian
  - Update or create the required Health forms
  - Web-based project tracking of Health permits
  - Provide written report of any deficiencies
  - Investigation of complaints on permitted facilities

# Development Services

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- Contract would only be utilized for residential and commercial plan review and inspections in the event the department experiences an extreme increase in development or a staffing shortage.
- Promotes the general health, safety and overall quality of the built environment through administering plan review and inspections for compliance with the adopted building codes.
- Over 700 applications submitted required plan reviews in FY 22
- Performed 8,900 inspections in FY22



# Fire Department

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# Current Plan Review Process

Commercial development process:

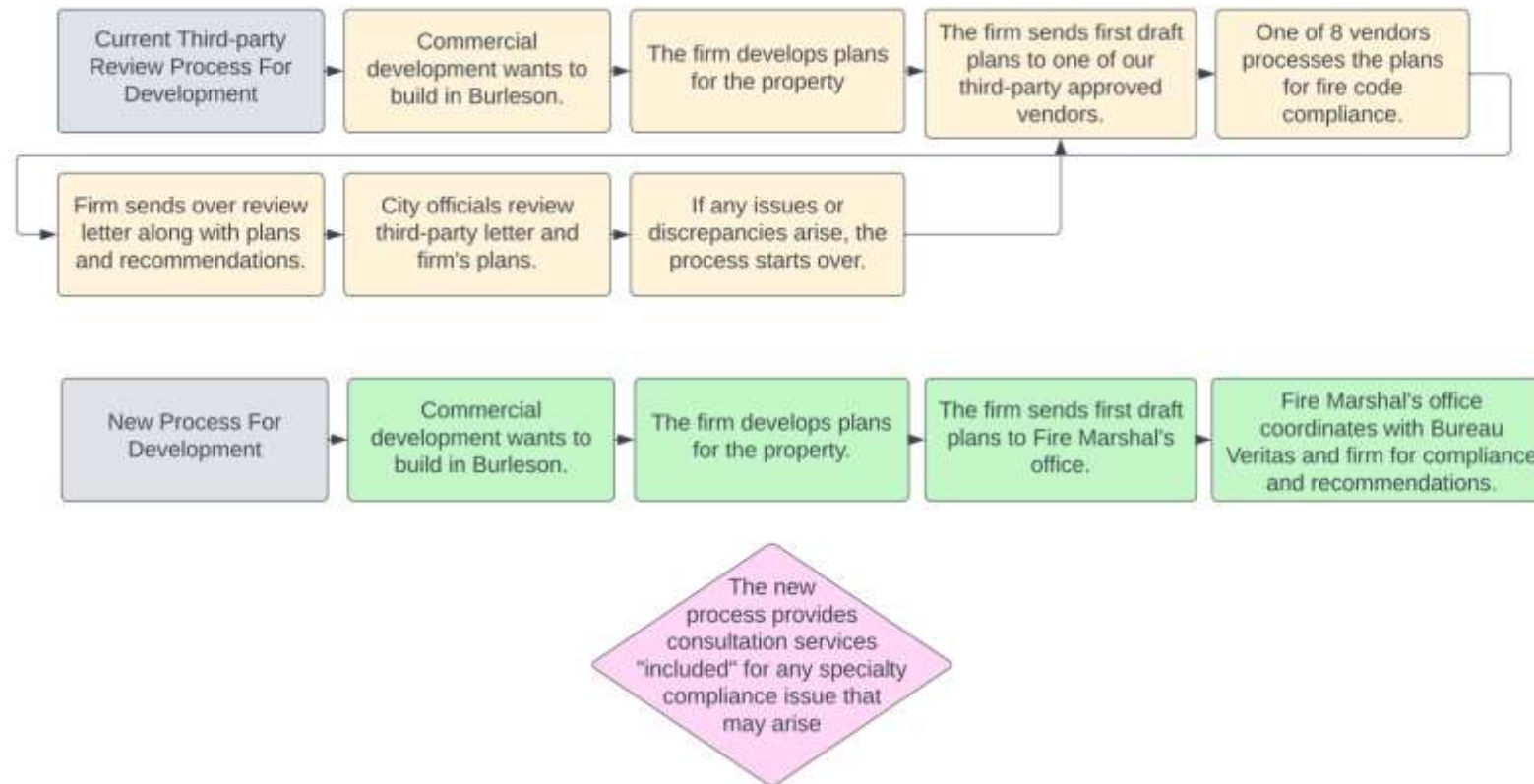
1. The developer hires one of the city's approved third-party vendors for plan review and sends their first set of plans
2. The third-party reviews the plans for general fire code, sprinkler and alarm code compliance
3. The firm sends the plans and third-party letter of approval or recommendations to the Fire Marshal's office for review
4. The Fire Marshal's office will review the letter of recommendations and either approve the plans or send back for revisions, this goes back to the firm, not the third-party reviewer
5. The developer reaches back out to the third-party firm for the revisions recommended by the Fire Marshal's office and the process repeats until a final set of plans is agreed upon



# Proposed Process Change

- Create a "one stop shop" for our developers.
- A developer or their designated firm would submit a set of plans to the Fire Marshal's office
- The Fire Marshal's office coordinates the process of sending the plans to Bureau Veritas for review for general fire code, sprinkler and alarm compliance
- This creates a streamlined review process for the customer, reducing the total time for any revisions needed
- Eliminating the need for a developer to seek an outside third-party service when plans revision is needed, the Fire Marshal's office acts as a liaison between the developer and Bureau Veritas for faster and more effective completion
- As part of this contract Bureau Veritas is available for consultation for any inspection or issue that may be especially difficult or complex
- If approved through this process, Bureau Vitas would be representing the city's best interest during their plan review
  - The costs associated with this process change are pass through. This form agreement is intended to function as a master services agreement and does not obligate expenditures or appropriations. Proposed estimates are paid by the developer, not the city.

# Diagram of current and new processes



# Potential Pass-Through Costs

- Projected contract utilization estimate was conducted based on current level of service
  - Fire Marshal’s Office will bring forward an amendment to the adopted fee ordinance during budget discussions and implement these changes October 1<sup>st</sup>, subject to council approval
    - Changes in the fee ordinance would only affect the Fire Marshal’s Office
  - Development and Neighborhood Services has no plans of immediate use. Both departments would utilize this contract, if approved, on an as needed basis.

- Estimated five year expenses:

Five Year Projections	Estimated Utilization
Neighborhood Services	\$125,000
Development Services	\$25,000
Fire Marshal’s Office	\$944,000
Total Estimate	\$1,094,000

## Council Action

- Approve a resolution authorizing the contract with Bureau Veritas for third party inspections and plan review services for Fire, Development Services and Environmental Services and approve a resolution authorizing a contract with Instant Inspector as the back up contractor for third party inspections for Environmental Services.
- Deny the resolution and provide staff with future direction.

**CITY OF BURLESON CITY COUNCIL  
RESOLUTION APPROVING CONTRACTS FOR THIRD PARTY PLAN REVIEW AN  
INSPECTION SERVICES.**

**WHEREAS**, the City has a need to have alternative options for complex inspections and third party plan review in the Neighborhood Services, Fire Department, and Development Services; and

**WHEREAS**, the City staff released a Request for Proposal (RFP) and received two submissions; and

**WHEREAS**, the evaluation committee comprised on the aforementioned departments evaluated and determined Bureau Veritas to be the primary contractor and Instant Inspector to the secondary contractor based on City Council approval; and

**WHEREAS**, city staff will bring forward an amendment to the existing fee ordinance as part of the budget process to offset cost, including administrative costs associated with this resolution and subsequent contract.

**WHEREAS**, changes to the process will not take place prior to October 1<sup>st</sup>, to allow time for engagement within the development community; and

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

SECTION1. The City of Burleson City Council approves the resolution, including subsequent contracts for the five year term. The gross estimated expenses collected from all cumulative departments are estimated to be \$1,194,000 and the gross estimated revenue for permits related to Environmental and Fire Prevention are estimated to be \$1,391,200.

**PASSED, APPROVED, AND SO RESOLVED** by the City Council of the City of Burleson, Texas, on the 20<sup>th</sup> day of June 2023.

---

Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

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Amanda Campos, City Secretary

---

E. Allen Taylor, Jr., City Attorney

## Exhibit A



**BUREAU  
VERITAS**

# RESPONSE TO REQUEST FOR PROPOSAL FOR **THE CITY OF BURLESON** BUILDING INSPECTION SERVICES RFP# 2023-011

April 24, 2023

**Presented to**

The City of Burleson  
Andrea Anderson, Purchasing Agent  
141 W Renfro Street  
Burleson, TX 76028-4296  
P: 817.426.9847  
E: [purchasing@burlesontx.com](mailto:purchasing@burlesontx.com)

**CONTACT REGARDING THIS PROPOSAL**

Dan Kelly  
Director of Operations - North Texas  
Bureau Veritas North America, Inc.  
100 East 15th Street, Suite 100  
Fort Worth, TX 76102  
E: [dan.kelly@bureauveritas.com](mailto:dan.kelly@bureauveritas.com)  
P: 940.247.1313

# INTRODUCTION LETTER

April 24, 2023

The City of Burleson  
Andrea Anderson, Purchasing Agent  
141 W Renfro Street  
Burleson, TX 76028-4296  
P: 817.426.9847  
E: purchasing@burlesontx.com

## Re: RFP# 2023-011 Inspection Services

Dear Ms. Anderson,

On behalf of Bureau Veritas North America, Inc. (BV), we are pleased to present our proposal to provide Inspection Services to the City of Burleson, TX (City). We take great pride in our ability to provide exemplary services to our clients.

BV has provided code compliance review and inspection services for more than 100 agencies throughout the State of Texas. As a result, we are keenly aware of the desire for high-quality customer service, timely reviews, reliability, responsiveness, and cost-effective solutions. We have the breadth and depth of resources, skills, and expertise needed to provide excellent inspection services for the City. Our commitment to providing accurate and appropriate solutions to our clients and our ability to efficiently meet the needs of the agencies we serve, makes BV an ideal partner for the City. Our professionals will work directly with City staff, as well as applicants, designers, and contractors to ensure all parties understand the applicable codes and regulations while maintaining a high level of consistency, customer service, and professional courtesy.

A unique feature of Bureau Veritas is the company, as a whole, is subject to the high standards of the ISO 9001:2015 Quality Management System. This system is applied to our entire operation and periodic audits certify the company continues to be in full compliance. This assures our clients that wherever our services are provided, they will be accurately prepared and the deliverables will be received in a timely manner.

Our office in Fort Worth will manage the partnership with the City, augmented by staff from our five other offices in Texas. Dan Kelly, Director of Operations - North Texas, will be the primary point of contact for this proposal. The officer of the company that has the full authority to bind the company to the contract and authorized to negotiate on behalf of the firm is Ty Chapman, C.B.O., M.C.P., Director of Operations - Central U.S. Region.

The firm has the availability to complete the work within a stated time period and attests that the information included within this proposal is true and accurate.

Our team looks forward to continuing our successful, professional relationship with the City of Burleson by augmenting the department's staff, promoting transparency in our work, improving efficiencies, and exceeding your expectations.

Sincerely,



Director of Operations - Central U.S. Region  
E: ty.chapman@bureauveritas.com  
P: 469.853.9803



Dan Kelly  
Director of Operations - North Texas  
E: dan.kelly@bureauveritas.com  
P: 940.247.1313



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# **1. FIRM'S CAPABILITIES TO PERFORM SERVICES**

BUREAU

VERITAS

# 1. FIRM'S CAPACITY TO PERFORM SERVICES

## FIRM HISTORY

Bureau Veritas is a multinational corporation with a history which includes over 195 years of providing worldwide regulatory compliance service to industry and governmental agencies. Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations and with over 80,000 employees, the firm has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. Our firm is consistent in our approach in giving clients a close-knit presence found in smaller firms while possessing the support of a national firm.

Within the United States, Bureau Veritas North America, Inc., a corporation incorporated in the state of Delaware, is recognized as being the largest code compliance firm in the nation with over 4,000 employees working out of 100+ offices. Many of the firm's staff have been public agency employees or augmented public agency personnel who know and understand government processes. Consequently, BV is ready to step in immediately at whatever level the City requires and bring one integrated source to meet its needs.

The firm has provided conceptual design review, plan review (mechanical, electrical, plumbing, civil and structural engineering; as well as fire, access compliance, environmental health, retail food, public swimming pool, spa and architectural design services) and inspection services for more than 500 municipalities throughout the United States for more than four decades. BV has an extensive background in building services. The firm's range of experience in this unique arena covers literally every key area of service defining a building department in today's industry. The firm is skilled at helping existing building departments augment or refine their current level of client service or capable of crafting a department from the ground up.

### Strong Municipal Focus

BV has assisted more than 20 newly incorporated cities and provided building department, fire and health head positions for more than 50 cities.

### Stability, Capacity, and Resources

BV is in good financial standings and committed to the provision of services of the very highest quality. The firm has the capacity to seamlessly augment its staffing and resources, if needed, to ensure a project is appropriately supported and effectively fulfilled. The firm's more than 300 professionals in

the state of Texas make it possible to have highly qualified plans examiners and inspectors available expeditiously for virtually any project.

The firm will provide all necessary resources, materials, equipment, tools, and technology to its staff. Each office has a substantial library which is continually updated with the most current code books and reference materials. BV professionals are capable of handling the scope of services requested from the City.

### Knowledge and Expertise

BV and our proposed, locally-based staff for this contract have a long-established history working for the nearby municipalities to perform in-house and outside plan check, inspections, civil, other building department, and fire and health services. Consequently, we can leverage a breadth of code compliance and permit processing expertise to meet the needs of the City, and offer highly qualified engineers and ICC certified staff who are in close proximity and can quickly respond to the City's needs.

### Active Participation and Proficiency in the Code Industry

As demonstrated through our ICC Certifications, BV's staff is proficient in the application of the International Family of Codes. Additionally, the team is proficient in the application of the Texas Building and Fire Codes, National Electrical Code, NFPA codes, Green Building Program/Energy Code, Accessibility Standards, and Registered Sanitarian Code. Our staff has participated in the development of the codes on the local and national level. The staff attends code development hearings at the ICC meetings and are active members of national and regional professional associations.

### Certified and Accredited to High Standards

Bureau Veritas is recognized and accredited by major national and international organizations. More than any other company, Bureau Veritas must be exemplary in Quality, Health, Safety and Environment (QHSE). Being a recognized leader in these fields and thus having these competencies in its DNA, Bureau Veritas is continuously improving internal processes to better protect the health and safety of its employees, while also minimizing its impact on the environment and delivering added-value services to its clients.

To demonstrate its commitment to high standards, Bureau Veritas was audited by independent third parties to achieve the ISO 9001:2015 Certification and IAS AC251 Accreditation.

### ISO 9001:2015 Quality Management System Certified

ISO 9001:2015 specifies requirements for a quality management system where an organization:

# 1. FIRM'S CAPACITY TO PERFORM SERVICES

- Needs to demonstrate its ability to consistently provide service that meets customer and applicable statutory and regulatory requirements, and
- Aims to enhance customer satisfaction through the effective application of the system, including processes for continual improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements

**BUREAU VERITAS ACHIEVED ISO 9001 IN 2007 AND IS AUDITED ANNUALLY.**

## IAS AC251 Accreditation



In 2010, Bureau Veritas proudly became the first company to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review and Inspection Service Providers Accreditation Program (AC 251). AC251 outlines requirements for the accreditation of third-party nongovernmental providers of building department services and thus recognizes the important role

that private firms play in ensuring public safety. The goal of this program is to provide accreditation to independent providers of building department services based on quality management principles and best practices, to ensure that the outstanding safety record of buildings in the U.S., as compared to buildings elsewhere in the world, is maintained.

## INTERNATIONAL CODE COUNCIL

Building safety depends on more than codes and standards. Service levels of the highest quality during the provision of these services result from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements in the building safety field. ICC certification ensures competent building and fire safety individuals are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents the BV team's commitment to providing professional and qualified staff to the firm's clients.

## COMPETENCE THROUGH CERTIFICATION - INTERNATIONAL CODE COUNCIL

✓ Accessibility Inspector	✓ Certified Plumbing Code Official	✓ Fire Inspector I	✓ Residential Building Inspector
✓ Accessibility Plans Examiner	✓ Combination Inspector	✓ Fire Inspector II	✓ Residential Combination Inspector
✓ Building Inspector	✓ Combination Plans Examiner	✓ Fire Plans Examiner	✓ Residential Electrical Inspector
✓ Building Plans Examiner	✓ Commercial Combination Inspector	✓ Green Building Residential Examiner	✓ Residential Energy Inspector/Plans Examiner
✓ Certified Building Code Official	✓ Commercial Energy Inspector	✓ Property Maintenance & Housing Inspector	✓ Residential Fire Sprinkler Inspector
✓ Certified Building Official	✓ Commercial Energy Plans Examiner	✓ Master Code Professional	✓ Residential Fire Sprinkler Plans Examiner
✓ Certified Electrical Code Official	✓ Disaster Response Inspector	✓ Mechanical Inspector	✓ Residential Mechanical Inspector
✓ Certified Fire Code Official	✓ Electrical Inspector	✓ Mechanical Inspector UMC	✓ Residential Plumbing Inspector
✓ Certified Housing Code Official	✓ Electrical Plans Examiner	✓ Mechanical Plans Examiner	
✓ Certified Mechanical Code Official	✓ Energy Code Specialist	✓ Plumbing Inspector	
		✓ Plumbing Inspector UPC	
		✓ Plumbing Plans Examiner	

**Coupled with our extensive ICC certifications, our group also holds the following licenses and certifications:**

✓ Standard Plans Examiner	✓ Standard Inspector	✓ Electrical Inspector	✓ Texas Licensed Engineers
✓ Family Dwelling Plans	✓ Mechanical Inspector	✓ Plumbing Inspector	

# 1. FIRM'S CAPACITY TO PERFORM SERVICES

## BUILDING INSPECTION SERVICES

BV is dedicated to being client-focused and customizing the work according to your specific needs. The firm can provide inspection services for a single project which presents unique complexities due to its construction or size, or it can provide enough staff to handle all inspection services for an entire jurisdiction. BV's building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept. The firm's inspectors are ICC certified and have extensive experience in the construction trades. Fast-tracked projects may be built into small phases based on incremental design and fabrication steps. In such cases, BV's inspection team keeps daily logs to track corrections and plan review changes.

BV's inspection teams also provide on-call building inspection services to cover staff vacation time, peak workloads, specialized inspection activities, and any other situations which may arise. These activities may include next-day inspections and same-day response to important or urgent requests.

### Inspection Methodology

BV can provide the City of Burleson with ICC certified personnel who will adhere to the following procedure to deliver building inspection services:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring structural or architectural changes have been stamped as approved by appropriate authority and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements including known local, city, state, and federal requirements.
- Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.



- Bring to the attention of the City for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Upon request, the firm will inspect existing buildings for substandard, unsafe conditions.

### Web-Based Comprehensive Project Tracking

BV's web-based project tracking system offers comprehensive features to easily record, process, track, and report all phases of the project. The BV Task Management System (TMS) provides an effective tool to issue and track a variety of permits and associated administrative, and inspection tasks from preliminary review to final approval.

Because the BV Task Management System is completely web-based, users with a login name and password can access the system from any computer connected to the internet. The system uses SSL security to protect user passwords and stored project data. The System will be available to the City of Burleson and any applicable stakeholders. First-time users will be provided with a short training course to introduce them to the application, and the firm's technical support team will respond to all technical inquiries/issues within 24 hours.

## FIRE INSPECTIONS

BV can place an experienced fire inspector for a single project or to augment existing staff to cover staff vacations and other leaves of absence. We can even provide all fire inspection on a daily basis. Systems and components we inspect include (but are not limited to):



- Fire sprinklers, including systems beginning at property line, as directed
- Fire pumps
- Fire alarm systems
- Automatic suppression systems, including Halon, FM200, and CO2
- Hoods
- Duct extinguishing systems
- Exits
- Emergency lighting
- Voice evacuation systems

# 1. FIRM'S CAPACITY TO PERFORM SERVICES

- Fire permit inspections

Additionally, we can provide regular inspections of all aspects of the fire permit requirements, whether annually, biannually, triennially, every five years, or any other length of time as mandated by the adopted codes.

## ENVIRONMENTAL/HEALTH DEPARTMENT SERVICES

The BV Registered Sanitarians work to protect public health by minimizing the risk of foodborne, waterborne, and other communicable diseases.

Through use of education and inspection, our team works with the owners, operators, and employees of public establishments to provide the recommended protection in food handling, swimming pool safety, and environmental health.

### Our Experience

- Food establishments
- Public swimming pools and spas
- Public interactive water features
- Schools and temporary events

### Value Added Benefit

- All plan reviews include the initial and re-reviews
- Full-time customer support provided
- Services performed by Texas Registered Sanitarians
- 24-hour access to permitting information, inspection results, and establishment scores
- Attend city council and staff meetings
- Attend pre-construction meetings
- Available after-hours, weekends, and holidays for food-related activities
- Keep client up-to-date on State and Federal health alerts and legislative actions
- Provide informational handouts for training and education

### Our Comprehensive Services Include:

- Ordinance Overview & Adoption Counseling
- Plan Review
- Inspections
  - ◊ Routine food establishment inspections
  - ◊ Critical re-inspections
  - ◊ Food complaint investigation
  - ◊ Temporary, special events, and seasonal food inspections
  - ◊ Mobile vendor inspections
  - ◊ Public swimming pool inspections
- Permitting and Reporting

- Training

## PLAN REVIEW SERVICES

BV's extensive experience providing Plan Check Services to other public agencies enables the firm to evaluate items which are essential to providing effective services to the City of Burleson.

BV offers services which range from reviewing a single, complex or unique project to handling all plan check needs for an entire jurisdiction. BV's staff is dedicated to providing the highest level of customer service and ensuring all work is in conformance with all requirements. The firm's resources can be adjusted on fast-track projects to meet demanding schedules, as needed.

All document/plan reviews shall be based on the City's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, Existing Building Code, Swimming Pool and Spa Code and Energy Code, and other provided code related documents, as approved by the City. All plan review services provided shall include fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial and industrial projects for new, existing and historical buildings, structures and facilities.

We are able to offer the following plan review services to the City of Burleson:

- Architectural, fire and life safety plans examination
- Structural plans examination
- Energy code plans examination
- Accessibility requirements including:
  - ◊ Barrier free plans examination requirements
  - ◊ Disabled access
  - ◊ CASp
  - ◊ ADA
- Mechanical, plumbing and electrical code plans examination
- Review and approval of alternative materials, alternative design and methods of construction
- Fire plan review including:
  - ◊ Fire sprinkler
  - ◊ Fire alarm
  - ◊ Smoke detection & dampers
  - ◊ Underground
- Green building and LEED consulting including:
  - ◊ LEED submittal consultation
  - ◊ Green building consulting

# 1. FIRM'S CAPACITY TO PERFORM SERVICES

- ◇ ENERGY STAR verification

## Optional Additional Services

- Civil plans examination including:
  - ◇ Grading and drainage
  - ◇ NPDES/SWPPP
  - ◇ Development
  - ◇ Infrastructure
  - ◇ Water and wastewater
  - ◇ Sewer

## Architectural Review

BV blends the knowledge of local conditions with a large pool of Texas licensed or certified building safety experts equipped to handle all building department needs. The firm is able to tailor its solutions specific to the City as a result of having provided plan review, inspection services, specialty reviews, and municipal administrative support for over 48 years.

## Structural Review

BV is uniquely qualified and experienced in structural review and inspection. The firm has plan review and inspection personnel which have specialized experience with multi-family residential, hotels, resorts, retail, commercial, industrial, high-tech facilities, etc. BV has several experienced structural engineers on staff who are immediately available to tackle the City's most complex projects. BV can provide a complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the Texas Building Code structural provisions.

## Mechanical Review

The International Building Code is supported by ancillary codes such as the International Mechanical Code and any others specifically designated and adopted by the City. BV's staff includes licensed and certified mechanical engineers and inspectors who have the knowledge, training, and experience necessary to review plans for compliance with these codes. Firm staff, who are available immediately to the City, have reviewed heating, cooling, distribution and return air systems, hoods, and product conveyance system plans for a variety of projects including single family residential, multi family residential, custom homes, resorts, and hotels.

## Electrical Review

Electrical review and inspection to verify energy compliance is included in all projects in accordance with mandates from the applicable energy standards for non-residential construction. The firm has licensed and certified electrical engineers and inspectors with extensive plan review and inspection experience which have reviewed service installation, transformers, emergency power, panel distribution, single line diagrams, power, and lighting system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

## Plumbing Review

The International Building Code is supported by ancillary codes such as the International Plumbing Code and any others specifically designated and adopted by the City. BV's staff has the knowledge, training, and experience necessary to review plans and inspect construction for compliance with these codes. The firm has licensed and certified mechanical engineers on staff to assist with plumbing reviews when needed. Firm staff have reviewed fuel gas, medical gas, potable and non-potable water piping and waste piping systems, and rainwater system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

## Disabled Access Review

BV has ICC Certified accessibility plans examiners and inspectors who routinely conduct accessibility reviews of projects throughout the state from minor restroom upgrades to significant ADA compliance improvements.

## Green Building Review

BV has plan review engineers, plans examiners, and inspectors who are well versed and experienced with energy code compliance. Firm staff have been involved at various levels of energy code development in Texas and are certified to review and inspect for energy codes. BV staff have reviewed plans, and inspected projects, which incorporate new technology, and complex energy code compliance.

## Civil Engineering Review

BV's professional staff will familiarize themselves with all City, state, and federal requirements applicable to the project before beginning a review. Requirements for civil infrastructure originate from multiple sources including statutory requirements, local ordinances and design guidelines, federal requirements including ADA and NPDES, state requirements, and the requirements of any affected utilities, districts, or agencies.

## Health Department Review

BV provides reviews for retail food establishments in accordance with Texas Food Establishment Rules (TFER) and for public swimming pools, spas and aquatic facilities in accordance with the Standards for Public Swimming Pool and Spas and the Public Interactive Water Feature requirements.

## FIRE PLAN REVIEW

Our staff will consult closely with the Fire Chief/Fire Marshal or this person's designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. Our fire plans examiners have specific experience working within multiple types of facilities to ensure compliance with applicable codes, standards, and amendments, International Fire Code, International Building Code, and the Adopted National Fire Protection

# 1. FIRM'S CAPACITY TO PERFORM SERVICES

Standards. Our experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures. BV staff have reviewed hundreds of projects for fire safety components, including NFPA 13, NFPA 72, and NFPA 101, among others. Example projects on which our reviewers have worked include the Texas Instruments Semiconductor Wafer Fabrication Plant in Sherman, TX, the Choctaw Casino and Resort in Durant, OK, and Global Life Field Stadium in Arlington, TX. All personnel assigned to your project will have the necessary materials, resources, and training available to conduct plan reviews, including copies of applicable local amendments, policies, procedures, and forms.

## PLAN REVIEW PROCESS

BV's team will work cooperatively with the City of Burleson's internal departments and all other outside agencies having jurisdiction. The firm's team will conduct reviews of any deferred submittals as outlined by the International Building Code or as stipulated on the project documents. The Plan Review team is also able to recommend approval of projects after substantial compliance with the applicable codes has been reached. BV will clearly report all comments to the design team and work with them to efficiently resolve them. Upon completion of the plan review process and when it has been determined all comments have been addressed in the plans, the firm shall issue a letter to the City of Burleson recommending issuance of the respective permit(s).

BV's proposed team familiarizes themselves with the requirements of a public agency before beginning a review. The firm has extensive public sector experience, which assures the public's interests are fully protected. BV believes technical competence, while expected, is not enough. Experience and careful, thorough consideration of issues and impacts is needed in addition to the purely technical considerations. The firm has devoted a great deal of time and effort over the years to refining its approach and developing documentation to assist clients and train staff in understanding plan review procedures.

BV will work to ensure submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into the firm's TMS database, processed, and returned on time to the City. BV's plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this the firm will:

- Screen and log each application to assure they are routed to all plan reviewers in a timely manner. The log serves as a tracking device to assure turnaround times and completeness of the review.
- Submittals are reviewed for compliance with all relevant state and jurisdictional requirements.
- Plan reviews will be done in accordance with local, state, and federal regulations with which local jurisdictions are mandated to enforce as well as all codes and ordinances in effect by adoption at the time of plan review. Preliminary consultations will be provided to the applicant upon request, to assist and guide them in the design and plans preparation process.
- Information shown on each permit application is verified.
- Provide a thorough Building (Structural), Mechanical, Plumbing, Electrical, and Fire (including sprinklers and alarms) review of design drawings and details for compliance with the Building Code architectural provisions, including provisions for safety glazing, building security, and noise insulation performance standards, to name a few.

## Plan Review Management

BV assures corrections are handled as quickly and as clearly as possible. The firm's goal is to help the client through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

Generally, corrections are identified in two ways. Notes are made on plans during electronic review or on hard copy plans, if appropriate, and a correction sheet is generated detailing what items need to be addressed before plans can be approved. The City shall approve the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at least the following:

- The date(s) plans were received and reviewed by BV
- The date(s) the applicant was notified of completed plan reviews
- The name and telephone number of the applicant

During the plan review process, BV is prepared to meet with the applicant or architect/engineer, City employees, or consultants at any time. Telephone discussions or meetings at the project site are welcomed to assure any plan review issues are handled efficiently. BV's goal is to issue approved plans as quickly as possible and in full compliance with laws, codes, ordinances, and regulations. Upon completion of the plan review, the following information package will be prepared and logged as a minimum:

# 1. FIRM'S CAPACITY TO PERFORM SERVICES

- Completed plan review documents which include sign-offs
- Transmittal letter documenting any conditions associated with issuance of a permit, if any
- Marked up plan review documents
- Two sets of approved building plans
- Backup documents and reports
- All documents shall be provided in a format desired by the City

## Electronic Plan Review Capabilities

Electronic plan review uses a software which presents customers with a convenient alternative solution to printing and delivering paper plans to City offices at zero cost.

The proposed personnel have extensive experience using many commonly used platforms such as Accela, CityTech, ProjectDox, Bluebeam, Central Square, and Cityworks.

By utilizing Adobe Acrobat with electronic plan submittal and commenting, as well as Bluebeam and other software, the firm's plan reviewers can quickly and accurately review plans for compliance with applicable codes; this allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. In this way, electronic plans with comments can be viewed and discussed as needed to resolve issues quickly and efficiently.

As part of this process, plans are first submitted as PDF files via a secure and confidential FTP site in which the City of Burleson also has access. BV's staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions. Next, redlined plans with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans can then be revised and resubmitted via the same method described. Once all items are resolved, hard copy plans are sent to BV for approval stamps and signatures.

Electronic plan submittal and commenting allows for economical movement of plans and quick turnaround. Plans with comments can be viewed and discussed as needed to resolve issues quickly and efficiently. BV has successfully implemented and utilized digital plan review in over 60 federal, state, and local agencies for multiple years.

Prompt delivery of quality plan checks is the hallmark of BV's service. To achieve this, it is important for the plan examiner to see the "big picture" during the approval process and to expedite the review while assuring adherence to all City standards and requirements.

At the completion of each review, comments noting any deficiencies are prepared for the applicant. Review comments may be distributed by the City staff or directly to the applicant by BV depending on the City's preference. Copies of review letters are always forwarded to the City for its records and files. The firm's customary practice is to provide comments in narrative form in a memorandum. BV finds this method to be more precise than just marking the submittal alone. Additionally, this method facilitates the transmission and preservation of comments in an electronic format.

## METHODOLOGY & APPROACH

BV provides full service building, fire department, and health department administration including plan review, inspection, and permit technician services for numerous agencies. We offer services which range from reviewing a single, complex, or unique project to handling all plan review needs for the City. The firm's personnel are dedicated to providing the highest level of customer service and ensuring all work is in conformance with the requirements of the City and all other applicable codes. Resources can be adjusted on fast-track projects, as needed, to meet demanding schedules. Personnel assigned to City projects are available to attend meetings at the City to address questions or discuss issues with the City staff, design team, and/or construction team which may arise on a project and provide guidance for City staff, applicants, designers, and contractors. Consistency, responsiveness, efficiency, and a positive attitude are key components of the firm's approach.

As an ISO 9001 certified firm, BV undergoes systematic, independent audits of its management systems to meet rigorous objectives and provide continuous improvement in key areas. The firm consistently incorporates proven best practices and protocols as part of its quality management system to meet and exceed ever-increasing customer requirements. These tools include implementation of an established quality assurance/quality control program using the BV CARE program for the intake, tracking, and review of plans to enhance quality and streamline processing/approval; electronic plan check to expedite turnaround times which save time and money; and the utilization of web-based document control system which fosters collaboration, 24/7 access to documents and reports, and enhances overall communication.

BV relies on the management and technical excellence of its personnel and a proven QA/QC program. This assures the quality of all work performed under this contract meets City approval. BV has developed and implemented corporate QA policies, consistent with all applicable federal and state regulatory requirements and standards, covering all aspects

# 1. FIRM'S CAPACITY TO PERFORM SERVICES

of project performance, technical quality, and peer review. These policies are implemented at each professional and technical level to provide a well-balanced, independent QA program, which assures the quality of reports, technical reviews, annuals and other documentation prepared by BV. This ensures the product is consistent with the established standards from the standpoint of quality, validity, and legal defensibility.

**Identify Client Needs:** BV actively listens and maintains sensitivity to unique issues, priorities, and organizational culture to work in partnership to assess diverse needs and special initiatives.

**Strategic Planning:** BV establishes a clear plan of action to institute priorities, identify stakeholders/processing agencies, formulate communication protocols, and align services with mutually-defined needs and objectives.

**Concise Scoping/Implementation:** BV assigns expertise which mirrors the clients' needs and implements best practices to maintain project momentum.

**Project Management:** BV uses appropriate best practice tools to effectively and efficiently deliver the City's assignment within budget and schedule. No matter what the need, the firm's goal is to deliver integrity, impartiality, accountability, efficiency, quality, and transparency.

## FIRM MANAGEMENT AND ORGANIZATION CAPABILITIES

As an ISO-certified consulting services firm, BV has been at the forefront of establishing proven and award-winning best practices and tools to streamline service delivery, enhance communication, and promote transparency.

### Quality Control

To ensure that the work assignment is being performed at the highest professional level, BV relies on the management and technical excellence of its personnel and a proven QA/QC program. This assures the quality of all the work performed under this contract meets client approval. BV has developed and implements corporate QA policies, consistent with all applicable federal and state regulatory requirements and standards, covering all aspects of project performance, technical quality, and peer review. These policies are implemented at each professional and technical level to provide a well-balanced, independent QA program, which assures the quality of reports, technical reviews, annuals and other documentation prepared by BV. This ensures that the product is consistent with the established standards from the standpoint of quality, validity, and legal defensibility.

### Quality Assurance Program

BV associates all share the responsibility for continual improvement of the firm's quality management process and believe the program, supported by the BV business model and its code of ethics, will ensure the continual delivery of high quality products and services to the City of Burleson. In doing so, the firm will establish itself as City's preferred supplier in conformity assessment and certification services in the fields of quality assurance, health and safety, environment, and social responsibility (QHSE).

The firm's quality management system provides the framework for continual improvement of its internal management processes and resources which will in turn add value for the City through the services offered and delivered. In addition, BV's quality management system gives the company and the City the confidence that the provision of services and products will be delivered consistently to predetermined high standards worldwide.

### Budget Controls and Billing Related Quality Assurance - FLEX

Budget control is achieved by closely monitoring work assignment labor and direct expenses. Work reports must be completed by each individual and the labor hours must be approved by the project manager before being charged to the City of Burleson. Similarly, expense reports and other direct expenses must be approved by the project manager prior to entering the cost data system.

To ensure optimal administration of the main functionalities of contract management and the facilitation of billing related quality assurance BV utilizes FLEX, a software developed by J.D. Edwards World Solution Company. FLEX is a reference repository which is comprised of all billing and contractual information (invoices, work assignments, expenses, labor reports, project reports, etc.). This state of the art system assists BV in implementing and maintaining a number of budget and cost control processes which:

- Ensures data integrity and allows for a flexible and secure billing process
- Enhances billing efficiency and productivity
- Minimizes revenue leakage by monitoring its sources through control reports

FLEX ensures contract and budget control via standardized features and alignment of project information in real time. Additionally, the system is designed to promote contract follow up from project outset to closing which helps to establish and maintain optimal communication.

# 1. FIRM'S CAPACITY TO PERFORM SERVICES



## Web-Based Comprehensive Project Tracking

BV's web-based project tracking system offers comprehensive features to easily record, process, track, and report all phases of the project. The BV Task Management System (TMS) provides an effective tool to issue and track a variety of permits and associated administrative, and inspection tasks from preliminary review to final approval.

Because the BV Task Management System is completely web-based, users with a login name and password can access the system from any computer connected to the internet. The system uses SSL security to protect user passwords and stored project data. The System will be available to the City of Burleson and any applicable stakeholders. First-time users will be provided with a short training course to introduce them to the application, and the firm's technical support team will respond to all technical inquiries/issues within 24 hours.

### Special Issues/Problems

When deficiencies or out-of-control situations exist, the QC Program provides systematic procedures, called corrective actions, to resolve problems and restore proper functioning to the sampling and /or analytical system or field operations. Periodically, a QC System audit is performed to review the procedures implemented in the field for consistency with the established protocols. When issues arise, the BV project manager will immediately notify the City's manager so that they may be resolved at once.



# 1. FIRM'S CAPACITY TO PERFORM SERVICES

## CARE PROGRAM – A PROVEN, FORMALIZED & INTEGRATED PLAN REVIEW PROCESS

The plan review process we follow for efficient completion of concurrent task management is shown in the flowchart below and managed through our CARE Program, a formalized and integrated process whereby Coordination, Analytical, Review, and Expert management/quality control functions are consistently implemented on each and every project. We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent, and timely. This system's success is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff. The specific roles of each of our CARE elements include:

### Coordinator:

Our clerical personnel will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status. The Coordinator is the first line of contact for each project submittal.

### Analyst:

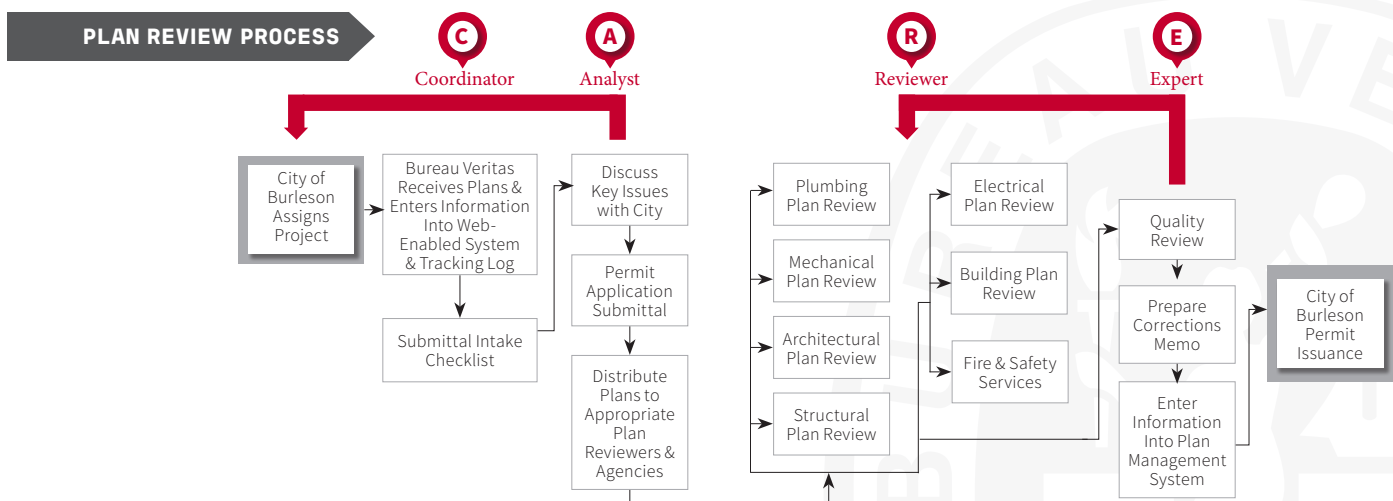
Our analysts will review submittals, title sheets, and non-design items; maintain files; monitor due dates; monitor contract budget and status tracking reports; and coordinate invoicing. Our analysts also maximize and “right place” personnel resources to meet turnaround times in a quality manner. When assigning resubmittals to staff, our Analyst ensures consistency by passing the project to the same reviewer that performed the previous reviews. Reassignments are done when unforeseen circumstances dictate.

### Reviewer:

Our experienced building and health plan reviewers will routinely review agency standards, ordinances, guidelines, and checklists; create comments letters; coordinate project return with the coordinator; attend review meetings; and communicate questions/solutions to project stakeholders. Because of our depth of resources and project tools (checklists, corrections letters, etc), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.

### Expert:

BV experts will provide the final quality assurance review of applicable plans, studies, and reports in accordance with all accepted engineering, building codes of different disciplines, and industry professional practices and shall comply with the applicable regulations; visit the client contact regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; and communicate questions/solutions to stakeholders. Additionally, experts provide quality assurance reviews to each project which minimizes the number of resubmittals.



# 1. FIRM'S CAPACITY TO PERFORM SERVICES

## RELEVANT EXPERIENCE

The most important selection criteria for clients who choose Bureau Veritas North America, Inc., is expertise. Having provided building and safety services for 48 years, BV is a foremost expert in the field. The firm's greatest asset is its reputation. This comes from the best experts in the industry, all acting with the utmost integrity and ethics. The following are representative projects demonstrating BV's experience providing similar on-call services to local government clients.

## BUILDING AND FIRE PLAN REVIEW AND INSPECTIONS AND BUILDING OFFICIAL SERVICES

### CITY OF MELISSA, TX

Since 2009, BV has provided Residential and Commercial Plan Review and Inspection, Fire Plan Review and Inspections, Annual Fire Inspections, and Building Official Services to the City of Melissa, TX. A prominent project the firm has worked on for the City is the \$8.5 million, 39,436 SF City Hall.



## INSPECTION SERVICES

### CITY OF RICHARDSON, TX

In 2015, BV was selected to perform inspection services with the City of Richardson. Building/health inspection services include, but are not limited to, comprehensive field inspections in accordance with the City's adopted ordinances, codes, and standards, and retail food establishment routine inspections. BV performs these inspections per the City Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Any violations of the City's codes or concealment of any work prior to approval by BV are reported to the Building Official.



## PLAN REVIEW AND INSPECTION SERVICES

### CITY OF AUBREY, TX

Since 2005, BV has performed building and health plan review and inspection services for the City of Aubrey.

#### The scope of services

Plan Review services are conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, Health Code and other provided code related documents, as approved by the Jurisdiction.

Inspection services are conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and Health Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code.



# 1. FIRM'S CAPACITY TO PERFORM SERVICES

## PLAN REVIEW AND INSPECTION SERVICES

### TOWN OF PROSPER, TX

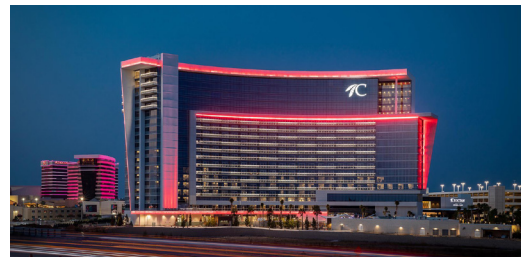
BV has performed plan review and inspection services on numerous projects for the Town of Prosper, TX since 2014. In 2015, the firm signed an agreement to provide fire alarm and fire sprinkler system plan reviews and inspections as well as annual fire safety inspections to the Town. Furthermore, BV was enlisted to deliver health inspections to ensure compliance with the Town's Adopted Food Establishment Ordinance in 2017. The firm has worked on an extensive number of residential and commercial projects in the Town over the past seven years.



## PLAN REVIEW AND INSPECTION SERVICES

### CHOCTAW CASINO & RESORT - DURANT, OK

Bureau Veritas was chosen to provide plan review and inspections services for the large expansion of the Choctaw Casino & Resort in Durant, Oklahoma. In April of 2019, the Choctaw Nation of Oklahoma broke ground on the construction project. The number of rooms in the luxury hotel will increase by 1,000 making it a total of more than 1,600, the largest hotel room count in the state. In addition to the increased room capacity, the plans feature an expanded gaming floor and fresh amenities such as new pools and lazy rivers, parking garage, retail space, entertaining options and dining venues. The anticipation is the expansion will open in Spring of 2021 and will generate 1,000 more jobs for the City of Durant.



#### SCOPE OF WORK

##### Plan review and inspections services of:

- Building and Safety
- Civil
- Fire
- Health Department/Food Establishment
- A parking structure (see specs in Scope of Project section below)
- Elevators (Final Acceptance and Site Visits for 21 vertical units)

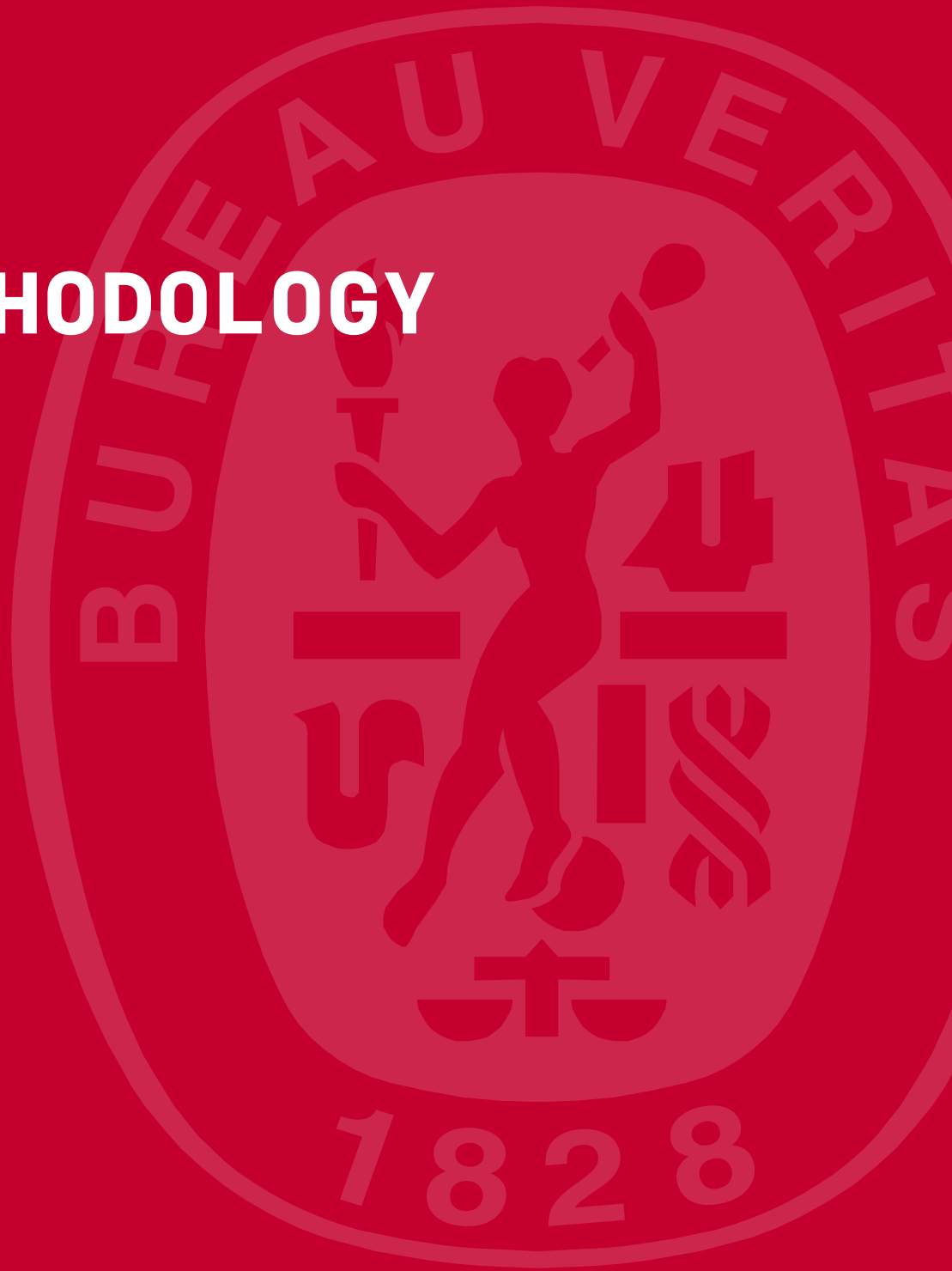
##### Additional added services:

- Mechanical/Plumbing, Electrical Peer Review

##### Project Specifications

- 707,275 square feet, 1,000 room hotel tower, including all related public space and back-of-house space
- 3 acres pool complex adjoin the new hotel tower
- 10,000 square feet porte cochere
- 139,150 square feet casino expansion
- 102,650 square feet integrated admin, facilities and services
- 56,350 square feet of multiple integrated food and beverage and retail spaces
- All related site improvements
- 700,000 square feet, 2,100-space parking structure

## 2. METHODOLOGY



B U R E A

V E R I T A

## 2. METHODOLOGY

### ORGANIZATIONAL CHART AND PERSONNEL RESUMES

BV has assembled a team of experts who are equipped to deliver exemplary deliverables associated with the provision of Professional Services including Building Inspections and Plans Examination to the City of Burleson. Each individual brings a wealth of expertise and has been specifically chosen for their experience in performing the required scope of work detailed in the request, as well as their extensive list of certifications and licenses. The organizational chart below depicts lines of communication and areas of work for each professional. Additionally, resumes detailing experience, education, expertise, qualifications, and licenses for each personnel and staff member who will be assigned to work under this Contract are contained within the following pages.

Proposed Inspector, Donny Carpenter, has over 8 years experience with the City performing Inspections, issuing permits, and serving as Floodplain Administrator and Code Compliance Officer. His local presence and familiarity with the City will help with the timely and efficient delivery of services.



FIRM PRINCIPALS	
<b>Van Tran, C.B.O.</b> Vice President – Facilities Division, Central & East	
<b>Ty Chapman, C.B.O., MCP</b> Director of Operations - Central U.S. Region	<b>Dan Kelly, C.B.O, M.C.P.</b> Director of Field Operations - North Texas
<b>Lisa Pomroy, RS</b> Health Programs Manager	<b>Eric Vinson</b> Fire and Life Safety Services Manager
PROJECT TEAM	
<b>Plan Reviewers</b> David Chulak Tony Han Mary Fowler Rocco Richardson Jason Smith Greg Anderson Stephen McPherson Ryan Matej  <b>Fire Inspectors/Plan Reviewers</b> Eric Vinson Brian Hannah Louis Ramos	<b>Inspectors</b> Mark Jones Manny Villarreal Shane Kress Dan Kelly Paul Coker Russel Hines  <b>Health/Environmental Inspectors/Plan Reviewers</b> Lisa Pomroy Angela Varghese Kassandra Lamb Jeff Babina Analisa Griffith

## 2. METHODOLOGY

### Van Tran, C.B.O.

#### Vice President/Principal-in-Charge

##### EDUCATION

Master of Business  
Administration  
Bachelor of Science -  
Environmental Design

##### REGISTRATIONS/ CERTIFICATIONS

ICC Certified:  
Certified Building Official  
Certified Plans Examiner  
Accessibility Inspector/Plans  
Examiner  
Certified Permit Technician  
Residential Energy Inspector/  
Plans Examiner  
Commercial Energy Plans  
Examiner  
Commercial Energy Inspector

##### PROFESSIONAL AFFILIATIONS

International Code Council (ICC)  
North Texas Chapter of ICC  
Texas Municipal League  
Building Officials Association of  
Texas

##### TOTAL YEARS OF EXPERIENCE

25+

Since joining Bureau Veritas in 2003, Van has played a key role in managing the operations and business growth of the Central and Eastern Regions of the U.S. He currently manages a multi-million dollar budget with more than 110 employees serving 400+ clients.

Key to Van's success is the ability to hire and retain high-quality professionals and ensure premium service for his division's clients. With more than 21 years of private and public experience he has played a role in providing plan review, inspection and code consulting services to many multi-million dollar projects of all major building types, including the new \$1.2B Dallas Cowboys Stadium.

Van also leads a team of training professionals in developing and educating AIA/CES approved seminars for design professionals, code officials, developers, contractors, engineers, and building owners. Since 1999, Van has been actively participating with the continuing education program offered by Building Professional Institute where he serves as a Moderator and Speaker.

As the Principal-in-Charge, Van's main responsibilities are to ensure the adequate number and quality of resources are provided for each project, render decisions on recommendations or changes presented by the Project Manager, stay informed of project development and status, confirm and prioritize the requirements for the project, and resolve any issues that cannot be resolved at other lower project management levels. His success in this position is the result of numerous contract awards.

##### PROFESSIONAL EXPERIENCE:

###### Vice-President, Central & East Region

###### Bureau Veritas North America, Inc.

###### 2003 - Present

- Develop new business plan and strategy for region.
- Develop budget and manage P&L for \$12M region with over 100 staff in over 500 municipalities including Arizona, Florida, Georgia, Massachusetts, Oklahoma, Pennsylvania, Texas, and Virginia/DC
- Code consultation of major projects includes Dallas Cowboys Stadium, National Mixed-Use Developments, and other large-scale commercial developments.
- Develop training workshops for design professionals, code officials, developers, contractors, engineers and building owners.
- Develop and implement technology solutions for an on-line project tracking system and energy code compliance reporting system.
- Develop and implement an on-line knowledge-based plan review and inspection guide.
- Responsible for operational and implementation functions of new business development.

## 2. METHODOLOGY

### Ty Chapman, C.B.O., M.C.P. Director of Operations - Central U.S. Region

#### LICENSES/CERTIFICATIONS

ICC Certified:  
Accessibility Inspector/Plans Examiner  
Building Inspector  
Building Plans Examiner  
Certified Building Code Official  
Certified Building Official  
Certified Electrical Code Official  
Certified Fire Code Official  
Certified Housing Code Official  
Certified Mechanical Code Official  
Certified Plumbing Code Official  
Combination Inspector  
Combination Inspector - Legacy  
Combination Plans Examiner  
Commercial Combination Inspector  
Commercial Energy Inspector  
Commercial Energy Plans Examiner  
Electrical Inspector  
Electrical Plans Examiner  
Fire Inspector I  
Fire Inspector II  
Fire Plans Examiner  
ICC/AACE Property Maint. & Housing Inspector  
Master Code Professional  
Mechanical Inspector  
Mechanical Inspector UMC  
Mechanical Plans Examiner  
Plumbing Inspector  
Plumbing Inspector UPC  
Plumbing Plans Examiner  
Residential Comb. Inspector  
Residential Energy Inspector/Plans Examiner  
Texas Department of Licensing and Regulation:  
Master Electrician

#### PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

#### TOTAL YEARS OF EXPERIENCE

25+

With more than 25 years in the code compliance sector, Ty Chapman has extensive experience allocating technical resources, evaluating pre-construction requirements, reviewing design drawings and inspecting all manner of construction projects. Over the course of his career, Ty has served as inspector, plan reviewer, building official and business unit manager.

An expert code professional, Ty has aided in a number of code changes, updating and implementing the latest code adoption for many cities. He also served as Frisco's first combination inspector and created a full-time building inspection department for the city of Anna.

Ty came to BV as a combination inspector in 2004. Clients appreciate his knowledge, attitude and communication skills with contractors, architects and the public. He now serves as Business Unit Manager, where he manages a staff of inspectors.

#### SELECT PROJECT EXPERIENCE:

##### Director of Operations Bureau Veritas North America, Inc. December 2004 - present

Manages inspection services for North Texas area. Hires and trains inspection staff and is responsible for operational and implementation functions of the business unit. Conducts follow up inspections to ensure quality, administers municipal contracts, and Performs inspections.

##### Building Official/Fire Marshal/ Plans Examiner/Code Enforcement City of Anna

Created a full-time building inspection/development department for the city while conducting fire inspections and serving as code training officer for the fire department. Performed plan review and inspections on all commercial and residential projects and consulted with client municipalities looking to update their building codes.

##### Senior Building Inspector/Plans Examiner City of Frisco

Conducted multi-disciplined inspections and plan reviews on residential and commercial structures, trained new inspectors with the primary focus on enforcement of the building codes, and recognized as city's first combination inspector.

## 2. METHODOLOGY

### Dan L. Kelly C.B.O., M.C.P. Director of Field Operations - North Texas

#### LICENSES/CERTIFICATIONS

Licensed Plumbing Inspector: TX,  
#2785  
ICC Certified:  
Accessibility Inspector/Plans  
Examiner  
Building Inspector  
Building Plans Examiner  
Certified Building Code Official  
Certified Building Official  
Certified Electrical Code Official  
Certified Mechanical Code  
Official Certified Plumbing Code  
Official Combination Inspector  
Combination Plans Examiner  
Commercial Building Inspector  
Commercial Combination  
Inspector  
Commercial Electrical Inspector  
Commercial Energy Inspector  
Commercial Mechanical  
Inspector Commercial Plumbing  
Inspector Electrical Inspector  
Electrical Plans Examiner  
Fire Inspector I  
Fire Inspector II  
Fire Plans Examiner  
Master Code Professional  
Mechanical Inspector Mechanical  
Plans Examiner Plumbing  
Inspector  
Plumbing Plans Examiner  
Residential Building Inspector  
Residential Combination  
Inspector  
Residential Electrical Inspector  
Residential Energy Inspector/  
Plans Examiner  
Residential Mechanical Inspector  
Residential Plumbing Inspector  
Master Electrician

#### TOTAL YEARS OF EXPERIENCE

25+

Dan has more than 25 years of experience in the residential and commercial construction fields, with more than 15 years of experience in residential and commercial design (TurboCAD/AutoCAD). He has the ability to work effectively as part of a team or independently with minimal supervision. Dan is constantly keeping up-to-date of new technologies in the industry and he pursues/upgrades industry certifications.

#### SELECT PROJECT EXPERIENCE

##### Director of Field Operations - North Texas Bureau Veritas North America, Inc. 2023 - Present

Manages inspection services for North Texas. Hires and trains inspection staff. Responsible for operational and implementation functions of business unit. Conducts follow up inspections to ensure quality. Administers municipal contracts and performs inspections.

##### Area Manager - DFW Northwest Region Bureau Veritas North America, Inc. 2017 - 2023

Worked with Texas Operations Director to maintain a high level of service to clients within a defined region. Coordinated and assigned daily inspection duties to regional field inspectors. Maintained open communication with client cities and establish a general pattern of on-site visits with various department personnel to maintain effective relationships. Worked with other area managers to address any issues that may arise where help is needed. Provided education and leadership to field staff and coordinate times for both individual and group meetings to discuss performance, new code related items, and general consistency of inspections and reports. Performed commercial/residential multi-trade inspections to verify compliance with adopted codes. Met with clients to consult and advise on applicable code issues in relation to projects. Discussed code issues and resolutions with architects, engineers, and designers pertaining to discrepancies discovered during on site inspections. Communicated effectively with local city officials, plans examiners, and inspectors to verify proper plan review/inspections in accordance to adopted code and code amendments. Maintained records and prepare reports.

##### Building Official/Zoning Official City of Aurora and City of Boyd, Texas

Performed Building, Mechanical, Electrical and Plumbing plan review and inspections. Worked with the city administrator and Planning and Zoning Committee to draft and adopt current zoning ordinance. Communicated with city council members in relation to the actions of the building department. Maintained records and prepared reports. Worked with code enforcement officers on reported code violations. Reviewed currently adopted city codes and suggested amendments to the city council. Worked with staff to adopt current codes (2012 International Codes, 2014 National Electrical Code). Worked on development information packet to expedite the plan submission and review process. Worked on updates to city website to include development information.

## 2. METHODOLOGY

### Eric Vinson

#### Fire Marshal Services Manager, Fire and Life Safety Plans Examiner and Inspector

##### EDUCATION

A.A., Emergency Management

##### LICENSES/CERTIFICATIONS

TCFP Certified:

Master Arson Investigator Master

Fire Inspector Master Firefighter

Fire Instructor II

Fire Officer I

Fire Officer II

##### PROFESSIONAL AFFILIATIONS

Tarrant County Arson Task Force

Tarrant County Fire Investigators

Association

Fire Protection Association of

North Texas

Texas Chapter International  
Association of Arson Investigators

Stat Firemen's & Fire Marshal's  
Association of Texas

##### TOTAL YEARS OF EXPERIENCE

33+

Eric Vinson has more than 40 years of experience in firefighting and fire protection. He served as Fire Captain for 10 years in the City of Brownwood, as well as Fire Chief for the City of Commerce, Fire Inspector/Investigator for the City of Keller, and later Fire Chief for Parker County E.S.D.1. Eric also has experience in the instruction of students in firefighting, as he was a Fire Recruit Instructor for Navarro College. In addition, Eric served as President two years in a row for the Tarrant County Fire Investigators Association.

##### SELECT PROJECT EXPERIENCE:

#### Fire Marshal Services Manager / Life Safety Plans Examiner and Inspector Bureau Veritas North America, Inc.

Assists jurisdictions in Texas with fire inspection, plan review, and annual inspection services. Projects include commercial and residential structures including new construction, tenant improvements, additions, renovations, etc. Conducts specialized reviews and inspections such as hazardous materials. Provides annual inspection for licensed facilities such as hospitals, nursing homes, assisted living, daycare, and foster care.

##### Town of Prosper, Texas

Conducted full fire protection services for the Town of Prosper, retail shell building structures, Several Schools, multi-family residential apartments, stand-alone anchor retail centers, and retail tenant finish-out spaces. He worked with field superintendents and Town staff on a daily basis to ensure that all installations were in compliance with adopted codes.

##### City of Brookshire, Texas

Conducted full fire inspections for the City of Brookshire since 2013. Responsible for approximately 9 very large warehouses. He was also available to all field superintendents on this project, answering code related questions and assisting them with problem solving issues related to code compliance.

##### Aledo I.S.D. Texas

Performed fire sprinkler and fire alarm inspections and reviews for the an Elementary School in Town of Annetta, major remodel of three school buildings in Aledo. Eric performed the inspections from the plan reviewing through the final inspections.

## 2. METHODOLOGY

### Lisa Pomroy, RS Health Program Manager

#### EDUCATION

MS, Biology  
BS, Biology

#### LICENSES/CERTIFICATIONS

State of Texas Registered  
Sanitarian  
Certified Code Enforcement  
Officer

#### PROFESSIONAL AFFILIATIONS

National Environmental Health  
Association (NEHA)  
Texas Environmental Health  
Association (TEHA)  
Texas Association of Municipal  
Health Officials (TAMHO)

#### TOTAL YEARS OF EXPERIENCE

38+

Lisa has over 38 years in the Environmental Health profession. She has conducted many inspections throughout Texas. Her career includes inspections of large scale facilities such as the Omni and Four Seasons Hotels and corporate cafeterias, GM, Abbott Labs and Citi Group, to small cafes, convenience stores and concession stands.

#### SELECT PROJECT EXPERIENCE

##### Health Program Manager Bureau Veritas North America, Inc.

Responsible for health inspections of public establishments and ensures they are in compliance with all current health laws. She is the Program Manager and oversees a staff of fourteen inspectors, and performs inspections on over 15 cities in or surrounding the DFW area.

##### Inspector Entertainment Venues/Facilities

- Texas Stadium – Irving, TX
- AT&T Cowboy Stadium – Arlington, TX
- Globe Life Ballpark – Arlington, TX
- Six Flags Park – Arlington, TX

##### Special Events

- Byron Nelson Golf Tournament– Irving, TX
- Holiday in the Park at Six Flags – Arlington, TX
- Concerts at Texas Stadium – Irving, TX
- Duetschen Fest – Pflugerville, TX
- July 4th Celebration – Arlington, TX,
- Irving Celebrates America – Irving, TX
- Cotton Bowl at AT&T Stadium - Arlington, TX
- Cowboys Games at AT&T Stadium - Arlington, TX
- Rangers Games at Globe Life Park - Arlington, TX
- Roanoke Roundup

##### Day Care Facilities/Schools

- Appleseed Preschool – Aubrey, TX
- Early Bird Learning Center – Aubrey, TX
- Aubrey I.S.D. – Aubrey, TX
- Appleseed Preschool – Forney, TX

##### Retirement Centers

- Fox Run Estates – Arlington, TX, The Arbrook Retirement Living Community – Arlington, TX

##### Food Establishments

- Hotel Restaurants: Omni, Four Seasons,

##### Marriott DFW, Harvey, etc. – DFW,

Corporate Employee Cafeterias: GM Motors, Citi Group, Abbott, etc. – DFW

##### Globe Life Ball Park and Choctaw Casino & Resort

Conducted plan review and inspection services

## 2. METHODOLOGY

### Jeffrey Babina Registered Sanitarian

#### EDUCATION

BS, Biology

#### LICENSES/CERTIFICATIONS

State of Texas Registered  
Sanitarian

#### TOTAL YEARS OF EXPERIENCE

22+

Jeffrey has over 22 years experience in the retail food service industry working as a registered Sanitarian.

#### SELECT PROJECT EXPERIENCE

##### Sanitarian

##### Bureau Veritas North America, Inc.

Responsible for health inspections of public establishments and ensures they are in compliance with all current health laws.

##### Owner and Operator

##### Break Time Vending

2008 - Present

Small business owner restocking snack and beverage vending machines throughout the DFW Metroplex.

##### Registered Sanitarian

##### City of Dallas, Texas

Conducted retail food inspections within

## 2. METHODOLOGY

### David Chulak

#### Plans Examiner

#### LICENSES/CERTIFICATIONS

ICC Certified:  
Building Plans Examiner  
Residential Energy Inspector/  
Plans Examiner

#### PROFESSIONAL AFFILIATIONS

International Code Council (ICC)  
Texas Municipal League

#### TOTAL YEARS OF EXPERIENCE

27+

David Chulak has more than 20 years of public and private industry experience providing plan review and code consulting services. Over the years, he has examined commercial and residential plans for code compliance, including marinas, multi-family structures, and hotels. He is adept at working with architects, engineers, builders, and building officials to assist them in identifying optimal solutions for a variety of issues.

David has also been a consultant, appearing as an expert witness in cases involving construction litigation, as well as writing legal reports for disputes in construction litigation. Additionally, David has been instrumental in code changes and developments through the International Code Council.

#### SELECT PROJECT EXPERIENCE:

##### Plans Examiner

##### Bureau Veritas North America, Inc.

July 2009 - present

##### Plans Examiner

##### Wal-Mart Supercenter

Fort Stockton, TX

Performed plan review services for this \$7 million, 90,000 square foot project on 19 acres. Available to field superintendents, answering code related questions and assisting them with problem solving issues related to code compliance throughout the project.

##### Plans Examiner

##### Best Western Hotel

Goliad, TX

Performed plan review services for this three-story, \$3 million hotel project, which consists of 38,000 square feet and 50 units. The building features a continental breakfast area, fitness room, guest laundry, and a business center. All reviews were performed in accordance with the 2006 IBC.

##### Plans Examiner

##### Bedford Public Library

Bedford, TX

Handled plan review for the new \$6 million Bedford Public Library, which consists of 43,000 square feet of meeting rooms, classrooms, a dedicated story-time area, separate children's and teen areas, and a state-of-the-art computer lab.

##### Plans Examiner

##### Grandview Elementary School

Grandview, TX

Conducted plan review for the new elementary school located in Grandview. The facility, encompassing approximately 85,000 square feet, consists of two classroom wings divided by administrative and core functions. Behind the administrative area are a large library, music suite, gymnasium and cafeteria. The primary academic wing includes 20 classrooms, most of which are 825 square feet, two 900 square foot computer labs, and a Life Skills Suite.

## 2. METHODOLOGY

### Anthony “Tony” Han Plans Examiner

#### EDUCATION

M.A., Public Affairs (MPA)  
B.S., Construction Science

#### LICENSES/CERTIFICATIONS

ICC Plans Examiner /  
Accessibility Examiner LEED AP

#### PROFESSIONAL AFFILIATIONS

International Code Council (ICC)  
USGBC  
Texas Municipal League

#### TOTAL YEARS OF EXPERIENCE

25+

Tony has over 25 years of experience in private sector and government sector work. His expertise includes ADA Title II Self-Evaluation and Transition Plan development (recent example with City of Plano, Texas), project management, strategic technology implementation, work process improvements, utility services management, human resource management, public information and marketing, and engineering process improvements. Tony has worked in various departments within municipal settings such as Building Inspections, Engineering, Technology Services, Public Information, Water Utilities, and Neighborhood Revitalization. Tony also has relevant experience in Project Controls with Fluor Corporation – a global engineering and construction company.

#### SELECT PROJECT EXPERIENCE:

##### ADA Compliance Program Manager Bureau Veritas North America, Inc. 2020 - Present

Provides structural plan review services for clients in Arizona and California. Projects include tenant improvements for the City of Tempe, residential and commercial plan review for the City of Burlingame, and others.

##### Engineering Compliance Manager City of Plano 2016 - 2018

Managed five staff members in the Engineering Department and the Engineering permit services counter with staff Engineering Technician. Developed strategies and hired consultant for ADA Self-Evaluation and Transition Plan work. Streamlined administrative functions to assist Engineering work processes. Spoke at Utility Coordination meetings to share information with private agencies. Worked on special projects: escrow tracking, agenda tracking, Trakit training and development. Collaborated with other departments on engineering permitting work.

##### Strategic Technology Manager City of Plano 2014 - 2016

Partnered with and serves as a resource to City departments to identify, prioritize, and implement technology strategies and projects. Collaborated with CIO to research and develop City's strategic technology plan. Recommended and prepared reports for improving efficiency, cost-effectiveness, service delivery and sharing of technology across the City. Performed follow-up reviews as required to appraise technology programs across the City. Managed special technology projects to promote innovations across multiple departments. Prepared and presented information to Executive Team in regard to projects and progress of technology initiatives.

## 2. METHODOLOGY

### Mary Fowler Plans Examiner

#### EDUCATION

B.S. Architecture

#### LICENSES/CERTIFICATIONS

Florida DBPR:

Standard Plans Examiner

ICC Certified:

Building Plans Examiner

TX Dept. of Licensing &

Regulation:

Texas Board of Architectural  
Examiners - Registered Architect

#### PROFESSIONAL AFFILIATIONS

Florida Department of Business  
and Professional Regulation

International Code Council (ICC)

Texas Municipal League

#### TOTAL YEARS OF EXPERIENCE

32+

With 32 years of experience in the construction industry, licensed by the State of Texas, and a portfolio of projects ranging from multi-million dollar facilities to single family dwellings, Mary has become an expert in performing plan review activities in the State of Texas.

Mary is well-versed in applying her technical knowledge and following proper plan review techniques to examine workmanship and materials, and detecting deviations from plans, regulations and standard construction practices. She has the ability to analyze, problem solve and ensure work is completed on schedule; and has a reputation for thorough communication and documentation skills, accurately monitoring job progress, and practical knowledge and application of the building codes.

#### SELECT PROJECT EXPERIENCE:

##### Plans Examiner Bureau Veritas North America, Inc. 2013 - Present

As a plans examiner, Mary examines and approves building drawings, plans, and specifications of proposed construction and alterations/additions to existing structures to ensure compliance with all applicable Federal, State and local codes, ordinances, and standards. She consults with developers, architects, engineers, contractors, and property owners to discuss technical requirements of plans; interpret regulations and recommend changes to correct plans to conform to the applicable codes. Additionally, she provides technical assistance to inspectors.

##### Plans Examiner City of Plano

As a plans examiner for the City of Plano, Mary reviewed residential and commercial plans for compliance with the city's adopted building and zoning codes. She also collaborated with developers, contractors, architects, and home owners to resolve code deficiencies.

##### Production Intern Architect HKS, Inc.

During her internship with HKS, Mary was engaged in creating the construction documents for health care and other commercial facilities.

## 2. METHODOLOGY

### Rocco Richardson

#### Plans Examiner

#### LICENSES/CERTIFICATIONS

Florida DBPR:  
Standard Plans Examiner  
ICC Certified:  
Permit Technician  
TX Dept. of Licensing &  
Regulation:  
Texas Board of Architectural  
Examiners - Registered Architect

#### PROFESSIONAL AFFILIATIONS

Florida Department of  
Professional Regulation (DBPR)  
International Code Council (ICC)  
International Conference of  
Building Officials  
Building Code Advisory Board

#### TOTAL YEARS OF EXPERIENCE

20+

Rocco Richardson has 20 years in the construction industry as a plumber and plans examiner. He is an experienced and competent professional, applying his technical knowledge and skills to ensure builders follow all applicable federal, State and local codes in the construction of both residential and commercial structures, as well as the renovation of same.

He has the ability to analyze, problem solve and manage time to ensure project timelines proceed on schedule; Rocco has earned a reputation for meticulous review processes, closely monitoring job progress, and utilizing practical and technical knowledge in the application of building codes.

#### SELECT PROJECT EXPERIENCE:

##### Residential Plans Examiner Bureau Veritas North America, Inc. August 2014 - present

As a residential plans examiner, Rocco examines and approves drawings, plans, and specifications of proposed residential construction and alterations/additions to existing residential structures to ensure compliance with applicable federal, State and local codes, ordinances, and standards.

##### Plans Examiner City of Amarillo

As a plans examiner for the City of Amarillo, Rocco reviewed residential and commercial plans for compliance with the city's adopted building and zoning codes as well as State and federal codes and statutes. He provided technical assistance to staff, inspectors, architects, contractors and the public when complex issues needed to be defined.

##### Plan Review Division Supervisor Maricopa County

In this role, Rocco provided administrative support and managerial back-up in the absence of the Building Official. He was responsible for the operations and supervision of commercial and residential construction review and the standard plan program. Rocco created and implemented department policy and directives and conducted weekly meetings for staff agenda items. He coordinated code training needs for the plan review staff and provided administrative and staff liaison services to the public, architects, and developers. He also implemented departmental policies and procedures for special projects such as foreclosures, abandoned projects and subdivisions.

##### Plan Review Specialist Maricopa County

Rocco designed and coordinated the implementation of the department's new standard plan program, as well as coordinating and maintaining the operations of the program. He implemented the department's terms and agreement policy for standard plans, designed the standard plan location and tracking system in Microsoft Excel, and reduced review time for production permits based on a standard plan file.

## 2. METHODOLOGY

### EDUCATION

M.A. in Sustainable  
Development, Southern  
Methodist University  
M.S. in Management, Texas  
A&M University, Commerce  
M.B.A., Texas A&M  
University, Commerce  
B.A. in Interdisciplinary  
Studies, UT Dallas

### TOTAL YEARS OF EXPERIENCE

24+

## Jason Smith

### Commercial Plans Examiner

I established the department's on-line presence by making all permit applications and builder's packets available electronically. Additionally, I consolidated the City's departmental budgets, forecast the general fund and presented a balanced budget for the 2012-2013 fiscal year. As the City Planner, I developed and presented to council, several ordinances concerning zoning regulations and served as the staff representative to the Planning and Zoning Commission, Zoning Board of Adjustment and the Historic Architectural Review Committee.

### SELECT PROJECT EXPERIENCE:

#### Commercial Plans Examiner Bureau Veritas North America, Inc. February 2022 - Current

Reviews plans for building construction and alterations to ensure compliance with the applicable municipal, state, and federal codes and ordinances. Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

#### Plans Examiner Private Agency August 2021 - February 2022

Part-time, as needed Plans Examiner.

#### Building Official City of McKinney, TX May 2014 - August 2021

Responsible for the supervision of the Building Inspections Department. These responsibilities include defining departmental goals, determining how to reach those goals and establishing the benchmarks for success. I meet with customers who have unusual or challenging building related projects and assist in resolving their complaint through collaboration, empathy and adherence to departmental policy. I am a member of the City's Continuous Improvement Team and my process improvements ideas have saved the City over \$150,000 annually. I am responsible for establishing and tracking the budget for the Building Inspections Department. I use Bluebeam on a regular basis and am familiar with its functionality. During my tenure, I have enhanced our Certificate of Occupancy procedures in an effort to streamline our processes. To ensure that the department is operating efficiently and effectively, I have instituted a quality control program for monitoring operations, established a routing system for inspectors and re-instituted weekly inspector training.

#### Building Official/Planning Director City of Bonham, TX April 2008 - May 2014

Met with Individuals and business groups to discuss development projects, the opportunities available within the city and the related planning, zoning and code requirements applicable to their project. Responsible for building plan review for the department and communicated regularly with other City departments, the City Manager, citizens and council members to maintain positive and productive relationships.

As the only certified Fire Plan Examiner, I was responsible for reviewing all fire plans and assisting the Fire Marshal, when necessary, in conducting inspections and responsible for establishing and tracking the budget for my department and the Fire Marshal's office.

## 2. METHODOLOGY

### EDUCATION

B.B.A. Business Management

### LICENSES/CERTIFICATIONS

ICC Certified:  
Accessibility Inspector/Plans Examiner  
Building Inspector  
Building Plans Examiner  
Certified Building Code Official  
Certified Building Official  
Certified Electrical Code Official  
Certified Fire Code Official  
Certified Fire Marshal  
Certified Mechanical Code  
Official Certified Plumbing Code  
Official Combination Inspector  
Combination Plans Examiner  
Commercial Building Inspector  
Commercial Combination  
Inspector Commercial Electrical  
Inspector Commercial Energy  
Plans Examiner Commercial  
Mechanical Inspector  
Commercial Plumbing Inspector  
Electrical Inspector  
Electrical Plans Examiner  
Fire Inspector I  
Fire Inspector II  
Fire Plans Examiner  
Master Code Professional  
Mechanical Inspector  
Mechanical Plans Examiner  
Plumbing Inspector  
Plumbing Plans Examiner  
Residential Building Inspector  
Residential Combination  
Inspector Residential Electrical  
Inspector Residential Energy  
Inspector/Plans Examiner  
Residential Mechanical Inspector  
Residential Plumbing Inspector  
State of Texas Licensed Plumbing  
Inspector

### PROFESSIONAL AFFILIATIONS

Texas Municipal League  
International Code Council (ICC)  
Capital Area Building Officials  
Association

### TOTAL YEARS OF EXPERIENCE

18+

## Greg Anderson, C.B.O., M.C.P. Building Inspector/Plans Examiner

Greg has been in the building and construction industry for more than 18 years. He has a history of providing high quality work to the projects on which he is assigned, and has extensive experience in applying necessary building codes to a multitude of different.

He is responsible for inspecting buildings to determine their structural soundness and their compliance with specifications and building codes. After each phase of the construction project is completed, he visits the site to inspect the work that has been done, making note of deficiencies that need correcting before the next phase of construction can begin, or deeming the work to be sufficient to begin the next phase of construction.

### Building Inspector/Plans Examiner Bureau Veritas North America, Inc. April 2007 - Present

Conducts inspection services for jurisdictions throughout Texas.

#### Some specific projects include:

#### Building Inspector Peterson Regional Medical Center - Kerrville

Served as the project manager and performed required inspections for the medical center. The Peterson Regional Medical Center is a three story, \$55 million medical complex spanning approximately 245,168 square feet with an I-2 Occupancy type, and Type I Construction. The facility has 146 beds, a surgery center, women's center, intensive care unit, telepathy, and rehab center as well as an Emergency Department, imaging and cardiology. The original scope of work included on-site inspection services as required by the City of Kerrville.

#### Project Manager Electric Reliability Council of Texas - Bastrop

Performed quality assurance oversight and ensured timely service. This is ERCOT's new Tier III backup control center to replace the old backup facility at the Met Center development in Austin, TX. This building houses a 5,000 square foot Tier III data center along with a 4,000 square foot control room. It operates as a mirror image of the TCC1 Main Control Center in Taylor, TX.

#### Building Inspector Faulkner Hall - Kerrville

Performed multi-disciplined inspections (building, mechanical, plumbing, electrical, and energy) and served as the liaison between the design and construction teams and the city. Performed plan reviews and inspections to ensure compliance with the state and local building codes. Faulkner Hall (\$7.2 million, 59,095 square feet) is Schreiner University's newest freshmen coed residence hall.

#### Building Official City of Fredericksburg

Reviewed construction plans for code and ordinance compliance, field inspections, supervised inspectors, and issued permits.

## 2. METHODOLOGY

### Steven J. McPherson Plans Examiner

#### EDUCATION

Texas A&M University, Bachelors  
in Urban and Regional Planning,  
Minor in Business Administration

#### LICENSES/CERTIFICATIONS

ICC Certified:  
Building Code Plans Examiner  
Building Code Permit Technician  
State of Texas Licensed Plumbing  
Inspector

#### PROFESSIONAL AFFILIATIONS

International Code Council

#### TOTAL YEARS OF EXPERIENCE

11+

Steven has over 11 years of experience with public building and development departments to help maintain code compliance, review construction documents, and assist the jurisdictional staff and citizens with the permit process.

#### SELECT PROJECT EXPERIENCE:

##### Plans Examiner Bureau Veritas North America, Inc. 2022 - Present

Reviews plans for building construction and alterations to ensure compliance with the applicable municipal, state, and federal codes and ordinances. Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

##### Realtor Century 21 Judge Fite Company December 2021 - Present

Named top producer in 2022.

##### Senior Plans Examiner City of Mansfield Development Services March 2017 - December 2021

Reviewed commercial and residential plans to ensure compliance with City adopted building and residential codes and resolved plan review issues with members of the public. Named City of Mansfield Emerging Leader in 2021.

##### Commercial Plans Examiner City of Irving Building Inspections March 2015 - March 2017

Reviewed commercial and residential construction documents to ensure compliance with the 2015 International Building and Residential Codes and assisted the public in bringing properties into code compliance.

##### Architectural Control Representative Las Colinas Association January 2013 - March 2015

Reviewed development and architectural plans and conducted site inspections to ensure compliance with deed restrictions. Presented construction plans for review to the Architectural Control Committee.

##### City Planning Intern City of Pasadena, TX September 2012 - December 2012

Generated reports; performed research and data collection for grant programs for streetscape improvements. I conducted field inspections for new commercial developments and reviewed site plans and plat submissions.

## 2. METHODOLOGY

### Ryan G. Matej Permit Technician

**EDUCATION**  
Weatherford College

**LICENSES/CERTIFICATIONS**  
ICC Certified:  
Permit Technician  
Residential Plans Examiner  
**PROFESSIONAL AFFILIATIONS**  
International Code Council (ICC)

**TOTAL YEARS OF EXPERIENCE**  
6+

Joe has more than 10 years of experience in engineering. He reviews plans for various counties and cities, consisting of small additions/remodels, to moderate and complex residential and commercial projects, including site, architectural, structural plans/calculations, Fire and Life Safety and Photovoltaic installations; checking for completeness, accuracy, and Code compliance with State and Local building codes.

#### **SELECT PROJECT EXPERIENCE:**

**Permit Technician/Residential Plans Examiner**  
**Bureau Veritas North America, Inc.**  
**2022 - Present**

Assists municipal staff and general public through the provision of high quality customer service. Responsibilities include support duties related to processing plans and issuance of permits for municipal departments, recording permit information into the appropriate databases (including electronic databases when applicable), and processing payments. Answers incoming inquiries, including phone calls, and schedules inspection requests. Collaborates and coordinates work with other municipal and permit staff.

Reviews plans for building construction and alterations to ensure compliance with the applicable municipal, state, and federal codes and ordinances. Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

**Cameraman**  
**Bearcat Video Crew (Seasonal), Aledo, Texas**  
**2016 - Present**

**Walmart, Hudson Oaks, Texas**  
**Nov 2018- 2022**

- Optician, Nov 2019 - 2022 - Responsible for caring for patients and their needs in all aspects of eyewear. Understanding privacy of every patient and using HIPPA regulations.
- Cap Team, Aug - Nov 2019 - Responsible for receiving, unloading, and stocking merchandise. Understanding time management and how to complete tasks in a timely manner.
- Cashier, Mar 2018 - Apr 2019 - Assisting customers in the in-store check-out process. Tasks include ringing up items, bagging items, and completing end-of-sale processes.

## 2. METHODOLOGY

### Mark Jones Building Inspector

#### LICENSES/CERTIFICATIONS

ICC Certified:  
Building Inspector Combination  
Inspector Commercial Building  
Inspector  
Commercial Combination  
Inspector  
Commercial Electrical Inspector  
Commercial Energy Inspector  
Commercial Mechanical Inspector  
Electrical Inspector  
Mechanical Inspector  
Plumbing Inspector  
Residential Building Inspector  
Residential Combination  
Inspector  
Residential Electrical Inspector  
Residential Energy Inspector/  
Plans Examiner  
Residential Mechanical Inspector  
Residential Plumbing Inspector  
State of Texas Licenses:  
Master Electrician  
Plumbing Inspector

#### PROFESSIONAL AFFILIATIONS

International Code Council (ICC)  
Texas Municipal League

#### TOTAL YEARS OF EXPERIENCE

22+

Mark has 22 years of experience in the building industry. He first worked for the City of Lake Worth as a residential combination inspector, then for the City of Fort Worth as a building inspector. He has performed building code inspections for the Lake Worth High School addition, Walgreens, Winn Dixie, Car Lover's, and much more.

#### SELECT PROJECT EXPERIENCE

##### Building Inspector Amesbury Court Apartments

Mark performed inspections for the Amesbury Court Apartments, a 340,000 square foot, multi-family development of 10 buildings, centered around a pair of resort-style pool complexes and recreation areas, as well as an alfresco bar and barbecue grills.

##### Building Inspector Altus AFB Military Housing

Mark performed inspections of all disciplines to ensure compliance with ICC codes, as well as created punch lists and verified said lists were complete prior to issuing the Certificate of Occupancy. Also actively worked with QC Manager, Superintendent and tradespeople lower the number of items on the punch lists and ensure consistency with the installation of building components, which aided the ability of the construction company to stay on schedule.

##### Inspector Fort Sill Army Base Temporary Housing

Mark performed in the role of construction consultant, conducting site reviews as well as verification of the QC program, safety program, and requests for payment. In addition, he ensured work being performed was in keeping with the expectation of the contract documents, owners, and lenders

##### Inspector AETC II Privatized Housing

Mark performed multi-disciplinary inspections to ensure compliance with ICC codes, created punch lists, and verified said lists were complete prior to issuance of the Certificate of Occupancy. Mark actively worked with QC Manager, Superintendent and tradespeople to abate the number of items on the punch lists and ensure consistency of the installation of building components, aiding the construction company in remaining on schedule.

## 2. METHODOLOGY

### Russell Hines, C.B.O. Building Inspector

Russell Hines is a Building Inspector with over 30+ years of experience within the field. Mr. Hines has been able efficiently manage his time on projects and effectively communicate with those on his team. Russell has proven to be a valuable member of his team through his knowledge of the field and his ability to work with others.

#### SELECT PROJECT EXPERIENCE:

##### Building Inspector Bureau Veritas 2022

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

##### Building Official City of Bedford 1998 - 2022

##### Project Management/Electrical Work Tarrant County 1992 - 1998

#### LICENSES/CERTIFICATIONS

Certified Building Official  
Residential Building Inspector  
Residential Electrical Inspector  
Building Plans Examiner  
Commercial Energy Inspector  
Commercial Electrical Inspector  
Commercial Mechanical Inspector  
Residential Mechanical Inspector  
Commercial Building Inspector  
Plumbing Inspector  
Building Inspector  
Mechanical Inspector  
Electrical Inspector  
Building Code Specialist  
Residential Plumbing Inspector  
Combination Inspector  
Residential Combination  
Inspector  
Commercial Combination  
Inspector  
Accessibility Inspector/Plans  
Examiner  
Fire Codes and Standard  
Certified Fire Marshal

#### PROFESSIONAL AFFILIATIONS

International Code Council (ICC)  
Texas Department of Licensing &  
Regulation (TDLR)

#### TOTAL YEARS OF EXPERIENCE

30+

## 2. METHODOLOGY

### Manuel “Manny” Villarreal, C.B.O., M.C.P.

#### Regional Director of North Texas Operations, Building Inspector

#### LICENSES/CERTIFICATIONS

ICC Certified:  
Master Code Professional  
Electrical Inspector  
Commercial Electrical Inspector  
Residential Electrical Inspector  
Certified Building Code Official  
Certified Building Official  
Certified Housing Code Official  
Property Maintenance & Housing  
Inspector  
Building Inspector UBC  
Combination Inspector  
Commercial Combination  
Inspector  
Building Inspector  
Building Plans Examiner  
Commercial Building Inspector  
Residential Combination  
Inspector  
Residential Building Inspector  
Mechanical Inspector  
Commercial Mechanical Inspector  
Residential Mechanical Inspector  
Plumbing Code Official  
Plumbing Inspector  
Plumbing Plans Examiner  
Commercial Plumbing Inspector  
Residential Plumbing Inspector  
Accessibility Inspector/Plans  
Examiner  
Residential Energy Inspector/  
Plans Examiner  
Commercial Energy Inspector  
Commercial Energy Plans  
Texas Department of Licensing  
and Regulation:  
Journeyman Electrician  
Master Electrician  
Texas State Board of Plumbing  
Examiners: Plumbing Inspector  
U.S. Army Corps of Engineers:  
Training Course Construction  
Quality management for  
Contractors

#### PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

#### TOTAL YEARS OF EXPERIENCE

19+

Manuel “Manny” Villarreal has 19+ years of experience within the construction industry. Throughout this time Manny has served as both a team player and a leader. He has worked on various projects throughout Texas. Manny has earned various certifications that have allowed him to further his knowledge of the field. Through what he has learned and his experience on the field, Manny has been able to ensure the success of any project.

#### SELECT PROJECT EXPERIENCE:

##### Inspector/Plans Examiner

##### Bureau Veritas North America, Inc.

##### 2021 - Present

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

Reviews plans for building construction and alterations to ensure compliance with the applicable municipal, state, and federal codes and ordinances. Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

##### Regional Director

##### Private

##### 2016 - Present

Tracked labor, sales, operating costs and managed operations of an annual \$11 million revenue generating State of Texas business unit that includes clients in the DFW Metroplex, Lubbock TX area, Austin TX area and Houston TX area. Supervised a staff of forty-three full time employees including development of state managers, area managers, managers and team leaders to improve team management. Educated team members, city municipality clients, project managers and trade subcontractors about overall trends in the construction industry which may affect the quality, installation procedures and certification of aU building systems. Communicate verbally and in writing with staff members, city municipality clients and construction project field managers.

##### Senior Commercial and Residential Combination Inspector

##### Bureau Veritas

##### 2014 - 2016

##### Plumbing and Mechanical Plan Reviewer/Inspector

##### DFW International Airport

##### 2012 - 2014

Supervised four plan reviewers and four field inspectors. Supervised and evaluated plan review and inspection staff. Performed field inspections and reviewed plans of newly constructed or modified facilities. Recommended changes to comply with codes and design criteria. Educated project managers, project designers and trade subcontractors. Communicated verbally and in writing with all parties involved with DFW International Airport construction projects. Proactively contributed recommendations for solutions to correct any discrepancies discovered during the plan review and inspection process.

## 2. METHODOLOGY

### Shane Kress Building Inspector

#### LICENSES/CERTIFICATIONS

ICC Certified:

Residential Combination  
Inspector

Residential Energy Inspector/  
Plans Examiner

Commercial Energy Inspector  
Commercial Plumbing Inspector  
Commercial Electrical Inspector  
State of Texas Licenses: Master  
Electrician  
Plumbing Inspector

#### PROFESSIONAL AFFILIATIONS

International Code Council (ICC)  
Texas Municipal League

#### TOTAL YEARS OF EXPERIENCE

9+

Shane has nine years of public and private industry experience during which he has inspected properties of all occupancy types; such as parking garages, university campus buildings, and residential structures.

A master electrician, Shane has experience in heavy industrial commercial electrical construction. This allows him to see potential issues from the side of the contractor as well as the building inspector, and offer cost-effective solutions that can keep the project on schedule and on budget.

#### SELECT PROJECT EXPERIENCE

##### Building Inspector

##### TWU T. Boone Pickens Institute of Health Sciences Center

Inspected the TWU T. Boone Pickens Institute of Health Sciences-Dallas Center for mechanical, electrical, plumbing and building compliance on When it opened in February 2011, the facility combined the University's Parkland and Presbyterian sites into an eight-story, 19,000 square foot building in the heart of the UT Southwestern Medical District. The accompanying parking garage has 419 decal spaces, 90 faculty and staff spaces, 12 handicapped spaces, and five spaces for the stroke rehabilitation center to accommodate its 1,412 students and 150 faculty and staff members.

##### Building Inspector

##### Celeste High School

Conducted building and mechanical, electrical, plumbing inspections for Celeste High School, located in Celeste, TX. The \$10 million educational facility was completed in 2009 and consisted of 54,000 square feet. The new building boasts classrooms, administrative offices, computer labs, a library, a gymnasium, and science laboratory space.

##### Inspector

##### La Quinta Inn and Suites

Performed mechanical, electrical, plumbing and building inspections for the hotel, located in Hutchins, TX. La Quinta Inn and Suites is a 4-story, 65-room facility featuring a seasonal outdoor swimming pool and spa, an on-site fitness center, a full business center with meeting facilities, and a guest laundry.

##### Inspector

##### Bland ISD Elementary and Middle School

Performed mechanical, electrical, plumbing and building inspections for the combined elementary and middle school for Bland ISD, located in Merit, TX. Completed in 2009, this 75,000 square foot campus was valued at \$13 million. The design consolidated the older elementary and middle school, allowing the campuses to share administrative space, a media center, computer labs, a competition gymnasium, and a cafeteria.

## 2. METHODOLOGY

### J. Paul Coker, CBO, RAS, I-2113

#### Building Official, Inspector, Special Project Manager, Plans Examiner

##### EDUCATION

Houston Community College,  
Data Processing

Wharton County Jr College,  
Machine Tool Technology,  
Drafting

##### LICENSES/CERTIFICATIONS

ICC Certified:

Building Code Specialist  
Commercial Building Inspector

Fire Inspector II

Fire Inspector I

Residential Building Inspector

Commercial Energy Plans  
Examiner

Housing code Official

Building Official

Commercial/Residential  
Mechanical Inspector

Texas Commission on fire  
Protection Fire Inspector

Texas Licensed Accessibility  
Specialist

Texas Licensed Plumbing  
Examiner/Inspector

SBCCI Plumbing Inspector

##### PROFESSIONAL AFFILIATIONS

Building Officials Association of  
Texas (BOAT)

North Central Texas Council of  
Governments (NCTCOG)

North Texas Chapter of  
International Code Council  
(NTCICC)

International Code Council (ICC)

##### TOTAL YEARS OF EXPERIENCE

35+

Paul has over 35 years experience working in municipal government performing building inspections, plan review, technical maintenance, construction, utility operations, including over 25 years as a supervisor. Effective in identifying problems and implementing solutions.

##### SELECT PROJECT EXPERIENCE

###### Building Inspector

###### Bureau Veritas North America, Inc.

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

###### Chief Building Official

###### City of Mansfield

###### 2000 - Present

Responsible for the overall administration and supervision of the Building Safety Department, consisting of nine staff members. Coordinate the activities of building inspectors, plans examiners, and permit technicians. Direct, assign, monitor and evaluate the work of employees to accomplish departmental objectives. Enforce all provisions of the city building code and ordinances concerning the mode or manner of construction and materials used in the erection, addition to and repair of all buildings and structures. Perform plan reviews and inspections to ensure compliance with building, plumbing, mechanical, electrical and accessibility codes and standards. Prepared and operated an annual departmental budget of over \$1.2 million. Service as staff liaison and technical advisor to the Construction Codes Board of Adjustments and Appeals.

###### Building Official

###### City of Granbury, Texas

###### May 2000 - Nov 2000

Supervised and evaluated the performance of the Building Inspector, Sanitarian and Permit Clerk. Performed plan review of commercial and residential structures to ensure compliance with applicable local, state and federal laws and ordinances. Approved and issued building permits and certificates of occupancy. Conducted building, electrical, plumbing and mechanical inspections to ensure compliance with applicable codes and ordinances. Held pre-construction meetings with contractors, developers, engineers and citizens. Staff liaison for Building Board of Appeals. Prepared annual departmental budget.

###### Public Works Director/Building Official

###### Town of Edgecliff Village, Texas

###### Oct 1999 - April 2000

Planned, coordinated and directed all activities associated with water/wastewater projects, street maintenance, storm drainage, right of way as it relates to construction and accessibility, building inspections and code enforcement. Approved and issued building permits. Prepared annual departmental budget. Provided supervision, on-the-job training and performance evaluations for all public works employees.

## 2. METHODOLOGY

### EDUCATION

B.S., Vocational Education

### LICENSES/CERTIFICATIONS

Fire Inspector I

Fire Inspector II

Fire Plans Examiner

Residential Building Inspector

Residential Mechanical Inspector

Residential Plumbing Inspector

Residential Electrical Inspector

Residential Combination

Inspector

Commercial Building Inspector

Building Inspector

Building Plans Examiner

Commercial Plumbing Inspector

Plumbing Inspector

Commercial Electrical Inspector

Electrical Inspector

Commercial Mechanical Inspector

Mechanical Inspector Commercial

Combination Inspector

Combination Inspector

Commercial Energy Inspector

Commercial Energy Plans

Examiner

Spray Applied Fire Proofing

Special Inspector

Plumbing Plans Examiner

Residential Energy Inspector/

Plans Examiner

Legal Module

Accessibility Inspector/Plans

Examiner

Master Code Professional

### TOTAL YEARS OF EXPERIENCE

31+

## Brian Hannah, C.B.O., M.C.P.

### Fire Plans Examiner and Inspector

Brian is a certified fire code inspector and possesses more than 30 years of combined inspection and plan review experience for municipal agencies and private businesses. Brian has reviewed plans for new construction and tenant improvements to ensure proper fire protection system installation and code compliance, and supervised and trained inspectors to conduct routine inspections.

### SELECT PROJECT EXPERIENCE:

#### Fire Inspector and Plans Examiner

##### Bureau Veritas North America, Inc.

2017 - Present

Performs fire inspection, plan review, and annual inspection services. Projects include commercial and residential structures including new construction, tenant improvements, additions, renovations, etc. Conducts specialized reviews and inspections such as hazardous materials. Provides annual inspection for licensed facilities.

#### Captain

##### Fort Worth Fire Department/City of Fort Worth

1988 - 2017

Served as Captain, which was obtained in 1999 and spent several years working with the Bureau of Fire Prevention. Duties included general fire code inspections, inspecting the installation of sprinkler fire alarm systems, overseeing the installation of above ground and underground fuel storage tank, monitoring the removal of underground storage tanks, inspection of high rise buildings, hospitals, and hazardous materials occupancies, managing inspection records, and managing other projects and tasks as assigned by the Fire Marshal. Served as Assistant Fire Marshal and acted as Fire Marshal in his absence. Involved in several cycles of code adoption. Served on committees to interview applicants for fire protection engineer positions. Conducted training classes for fire inspection and emergency medical response topics.

#### Vocational Educator

##### Killeen ISD

1986 - 1987

Taught vocational agriculture and general agriculture mechanics at Killeen area vocational school.

## 2. METHODOLOGY

### Louis Ramos

#### Fire Plans Examiner/Inspector

##### EDUCATION

Weatherford College - Fire Academy/Emergency Medical Technician

##### LICENSES/CERTIFICATIONS

Texas Intrastate Fire Mutual Aid System – TIFMAS Member  
Fire Sprinkler Certification - Oklahoma State University  
Advanced Structure Firefighter (Master Qualified)  
Advanced Fire Inspector (Master Qualified)  
Plans Examiner  
Hazardous Materials Technician  
Swift Water Rescue Technician  
Driver Operator-Pumper  
Fire Officer I  
Fire Instructor  
Basic Wildland Firefighter  
Weatherford P.E.A.P. program  
Weatherford Engineer Academy  
Rope Technician (TEEX)  
ICS 100, 200, 300, 400, 700 and 800  
Freeway Incident Management  
Courage to be Safe Training  
Critical Incident Peer Support Counsellor

##### TOTAL YEARS OF EXPERIENCE

23+

Louis Ramos is a Fire Plans Examiner/Inspector with over 23 years of industry experience. Luis has worked through various positions that have helped give him the necessary skills to tackle any project. Louis is currently working towards earning his Political Science degree from the University of Texas and has earned multiple credentials along the way in his career.

##### SELECT PROJECT EXPERIENCE:

##### Fire Plans Examiner & Inspector Bureau Veritas North America, Inc. 2022 - Present

Review fire alarm, fire sprinkler, fire safety and egress plans for the City of Hudson Oaks.

##### Fire Code Official City of Hudson Oaks, Hudson Oaks, Texas 2018 - Present

Review fire alarm, fire sprinkler, fire safety and egress plans for the City of Hudson Oaks. Perform Fire Inspector responsibilities including verifying fire lanes are built as designed, before new construction goes vertical, review fire walls are properly rated and correctly installed, confirm egress is as approved and meet the International Fire Code and the International Building Code. Inspect fire sprinkler plans and fire alarm plans and inspect their installation. Perform thrust block inspections, fire line hydrostatic tests, gas pump cut off valve and emergency shut off switch inspections, annual business inspections, perform all life-safety inspections prior to issuing the Certificate of Occupancy or Revised Occupancy Requests (RORs).

##### Firefighter/EMT City of Weatherford Fire Department, Weatherford, TX 2013 - 2022

Serving as a firefighter and emergency medical technician. Stepping up to the position of Driver Engineer. Worked as a team and as an individual to accomplish specific tasks, goals, and assignments. Participated in training and skill/ tactical development, integral player in team building and creating a family culture within the department. Temporarily worked in the Fire Prevention Department.

Special assignments held: Pre-Incident Coordinator. Was assigned to startup of Flow MSP, developing, and integrating the preincident program into the department working closely with the Flow MSP team.

##### City of Hudson Oaks: Contractor Fire Code Official 2010 - 2018

##### ESD3: Firefighter/EMT; Driver engineer; fire inspector, plans examiner 2008-2013

##### ESD7: Firefighter/EMT: Lieutenant; Assistant Chief; then Chief 2007 - 2013

## 2. METHODOLOGY

### Analisa Griffith, RS Health Inspector

#### EDUCATION

BS, Biology  
Minor in Chemistry

#### LICENSES/CERTIFICATIONS

Registered Sanitarian  
Certified Food Manager

#### PROFESSIONAL AFFILIATIONS

Texas Environmental Health  
Association  
National Environmental Health  
Association

#### TOTAL YEARS OF EXPERIENCE

14+

Analisa Sonya Griffith has fourteen years of experience working in the health industry. Since 2006 she has had a hand in inspecting, enforcing health regulations, responding to after-hours incidents, preventing food-borne illness outbreaks, inspecting septic systems, and ensuring food establishments are up to date with all code compliances.

She has a degree in biology and has extensive knowledge in food service inspections, all FDA and TFER food codes, and ordinances of multiple municipalities, as well as the minimum standards for child care facilities and foster homes.

#### SELECT PROJECT EXPERIENCE

##### Registered Sanitarian/Health Inspector Bureau Veritas North America, Inc.

2014 - Present

Analisa conducts environmental health inspections of community settings, such as restaurants, hotels, special events, entertainment venues and swimming pools. She inspects compliance with the Public Health Code, prepares reports, and recommends improvements to promote a healthy environment.

##### Health Sanitarian Dallas County Health and Humans Services 2010 - 2014

While working as the Health Sanitarian, Analisa inspected daycares, restaurants, residential treatment centers, and group and foster homes to ensure they were in compliance with all codes. She enforced regulations, responded to after hour emergency incidents of regulated facilities, conducted plan reviews of new and existing facilities, and she also inspected private septic systems upon request.

##### Infection Control Practitioner Infection Prevention & Management Associates, Inc. - Houston, TX 2006 - 2009

As an Infection Control Practitioner, Analisa was responsible for providing relevant infection control data to the following committees: Construction, Environment of Care, Standards, Patient Safety, Safety Management, and Hazardous Materials and Emergency Management. She also provided infection control oversight, performed disease surveillance activities for early detection of potential nosocomial outbreaks, and participated in hazardous surveillance rounds.

## 2. METHODOLOGY

### Angela Philemon Varghese, R.S. Health Inspector

#### EDUCATION

BS, Health Studies

#### LICENSES/CERTIFICATIONS

State of Texas Registered  
Sanitarian

#### TOTAL YEARS OF EXPERIENCE

7+

Angela entered the health industry after graduating from Texas Woman's University in 2012. She began her career as a Sanitarian-in-Training for the Grayson County Health Department. Angela conducted routine inspections for restaurants, schools, nursing homes/hospitals, grocery stores, and convenience stores; and reviewed and approved plans and conducted pre-opening inspections for new establishments. She also performed epidemiology disease investigations during illness outbreaks and completed case report forms on each individual reported in the county. Angela's experience includes instructing food handler classes once a month and educating the public about food safety. She has also worked alongside TABC officers to conduct tobacco stings.

#### SELECT PROJECT EXPERIENCE

##### Entertainment Venues/Facilities

- Shady Valley Golf Club
- Splash Kingdom Wild
- West Special Events
- Music in the Park
- Antique Alley
- Micky and the Motor Cars

##### Founders Day Food Establishments

- The W Hotel
- McDonald's
- Krispy Kreme
- Old Time Funnel Cakes
- Tom's Ice Cream
- Caroline's Country Cafe
- Love's Travel Stop
- Blue Star Grill
- Culinaire International

##### Day Care Facilities/Schools

- Phoenix Children's Academy
- L.E. Claybon Elementary School
- First Baptist Academy

##### Retirement Centers

- Layden Senior Citizen's Center
- Ridgecrest Healthcare & Rehab Center
- Three Forks Senior Living
- Red Oak Health & Rehab Center

#### Registered Sanitarian/Health Inspector Bureau Veritas North America, Inc.

Responsible for health inspections of public establishments and ensures they are in compliance with all current health laws.

#### Sanitarian Grayson County Health Department

Worked as a Sanitarian-in-Training for Grayson County.

#### Intern City of Denton Consumer Health Department

Worked as an intern for the City of Denton Consumer Health Department.

### 3. RATES AND FEES



BUREAU

VERITAS

### 3. RATES AND FEES

#### COST PROPOSAL

Bureau Veritas North America, Inc.'s pricing reflects our commitment to the success of the City of Burleson by helping you maintain significant quality and cost saving benefits. Fees are valid for one (1) year of the effective contract date. These include:

- Reduced plan review turnaround times
- Implementation of established electronic plan review processes
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Confidence of working with a well-established consultant in business for 194+ years
- We do not charge re-inspection fees

#### BUILDING SERVICES

##### COMMERCIAL AND MULTI-FAMILY CONSTRUCTION PLAN REVIEW

Valuation	Fee
\$1.00 to \$10,000.00	\$50.00
\$10,001.00 to \$25,000.00	\$70.69 for the first \$10,000.00 plus \$5.46 for each additional \$1000.00
\$25,001.00 to \$50,000.00	\$152.59 for the first \$25,000.00 plus \$3.94 for each additional \$1000.00
\$50,001.00 to \$100,000.00	\$251.09 for the first \$50,000.00 plus \$2.73 for each additional \$1000.00
\$100,001.00 to \$500,000.00	\$387.59 for the first \$100,000.00 plus \$2.19 for each additional \$1000.00
\$500,001.00 to \$1,000,000.00	\$1,263.59 for the first \$500,000.00 plus \$1.85 for each additional \$1000.00
\$1,000,001.00 and up	\$2,188.59 for the first \$1,000,000.00 plus \$1.23 for each additional \$1000.00

##### FEE TABLE 2 - COMMERCIAL AND MULTI-FAMILY CONSTRUCTION INSPECTION

Valuation	Fee
\$1.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$108.75 for the first \$10,000.00 plus \$8.40 for each additional \$1000.00
\$25,001.00 to \$50,000.00	\$234.75 for the first \$25,000.00 plus \$6.06 for each additional \$1000.00
\$50,001.00 to \$100,000.00	\$386.25 for the first \$50,000.00 plus \$4.20 for each additional \$1000.00
\$100,001.00 to \$500,000.00	\$596.25 for the first \$100,000.00 plus \$3.36 for each additional \$1000.00
\$500,001.00 to \$1,000,000.00	\$1,940.25 for the first \$500,000.00 plus \$2.85 for each additional \$1000.00
\$1,000,001.00 and up	\$3,365.25 for the first \$1,000,000.00 plus \$1.89 for each additional \$1000.00

### 3. RATES AND FEES

**FEE TABLE 3 - CONSTRUCTION OR IMPROVEMENT OF A RESIDENTIAL DWELLING**

New Residential Construction	
<b>Plan Review and Inspection Fee</b>	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
<b>Plan Review Only</b>	
Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
<b>Alterations / Additions / Improvements for Residential Construction</b>	
<b>Trade Permits</b>	<b>Fee</b>
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

\*All fees billed upon issuance of the permit by the jurisdiction

#### Back-up Inspections

\*Backup inspections will be performed during times of inspector absence due to illness, vacations or training at the listed rates. All other project activity will utilize the tables above.

**Single Family Residential** \$76.92 per address/building

**Commercial and non-Single Family Residential** \$125.00 per address/building/unit

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

#### Example:

#### Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

### 3. RATES AND FEES

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

- New Building
- Group B occupancy
- Type VB construction
- 10,000 square feet total building area
- Declared construction valuation \$1,200,000
- Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800

The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

\* Note: BV fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

<b>Food (and Public Swimming Pool) Service Inspections - per each inspection</b>	
<ul style="list-style-type: none"> <li>• Permanent Food Establishment Inspection</li> <li>• Mobile Food Vendor (Hot and Cold Truck) Inspections</li> <li>• Seasonal Vendor Inspection</li> <li>• Public Swimming Pool Inspection</li> </ul>	1 - 150 per year = \$150.00
<b>Temporary Event Inspection - per each vendor permit (up to 5 permits per event)</b>	\$100.00
<b>6 or more permits per event</b>	\$150.00 per hour *minimum 2 hours
<b>Complaint Investigation - per each complaint</b>	\$150.00
<b>Consultation Outside Of The Aforementioned Scope Of Services: Health Plan Review, Health Final And Co Inspections And/Or For Each Re-Inspection. *Minimum 1 Hour</b>	\$150.00 per hour

### 3. RATES AND FEES

#### FIRE SERVICES

##### SINGLE FAMILY RESIDENTIAL FIRE SERVICES

Valuation	Fee
Fire Code Plan Review Services (residential fire sprinkler)	\$175.00
Fire Code Inspection Services (residential fire sprinkler)	\$400.00

##### FIRE CODE PLAN REVIEW SERVICES - COMMERCIAL AND MULTI-FAMILY CONSTRUCTION (FIRE ALARM SYSTEM & FIRE SPRINKLER SYSTEM)

Valuation	Fee
Construction Valuation of Project	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

##### FIRE CODE INSPECTION SERVICES - COMMERCIAL AND MULTI-FAMILY CONSTRUCTION (FIRE ALARM SYSTEM & FIRE SPRINKLER SYSTEM)

Valuation	Fee
Construction Valuation of Project	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00
\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

##### FIRE UNDERGROUND

Fire Code Plan Review	\$200.00
Fire Code Plan Inspection	\$250.00

### 3. RATES AND FEES

#### FIRE EXTINGUISHER SUPPRESSION SYSTEM

Per permit, one Inspection	\$450.00
Each re-inspection	\$100.00

#### ANNUAL FIRE SAFETY INSPECTIONS

Fire Certificate of Occupancy inspections *Minimum one hour per inspection	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

#### UNDERGROUND/ABOVEGROUND FUEL STORAGE TANKS

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

#### SITE PLAN

Fire Code Plan Review	\$250.00
Fire Code Plan Inspection	\$250.00

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

#### SQUARE FOOT CONSTRUCTION COSTS

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

- New Building
- Group B occupancy
- Type VB construction
- 10,000 square feet total building area
- Declared construction valuation \$1,100,000.

Calculated construction valuation - 10,000 square feet X \$121.32 per square foot = \$1,213,200.

The calculated construction valuation is greater than the declared construction valuation so \$1,213,200 is used to calculate the Bureau Veritas fee for the project.

\* Note: BV fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

## 4. REFERENCES



B U R E A U

V E R I T A

## 4. REFERENCES

### REFERENCES

#### **City of Richardson**

Brent Tignor, Building Official  
972.744.4183  
brent.tignor@cor.gov  
Health  
Danea Newman  
danea.newman@cor.gov

#### **Choctaw Casino and Resort**

Tim Krump, Owner's Rep.  
775.219.7800  
tim@tmkcmllc.com

#### **City of Melissa**

Tyra Laverne, Permit Director  
972-838-2338  
tlaverne@cityofmelissa.com

#### **City of Aubrey**

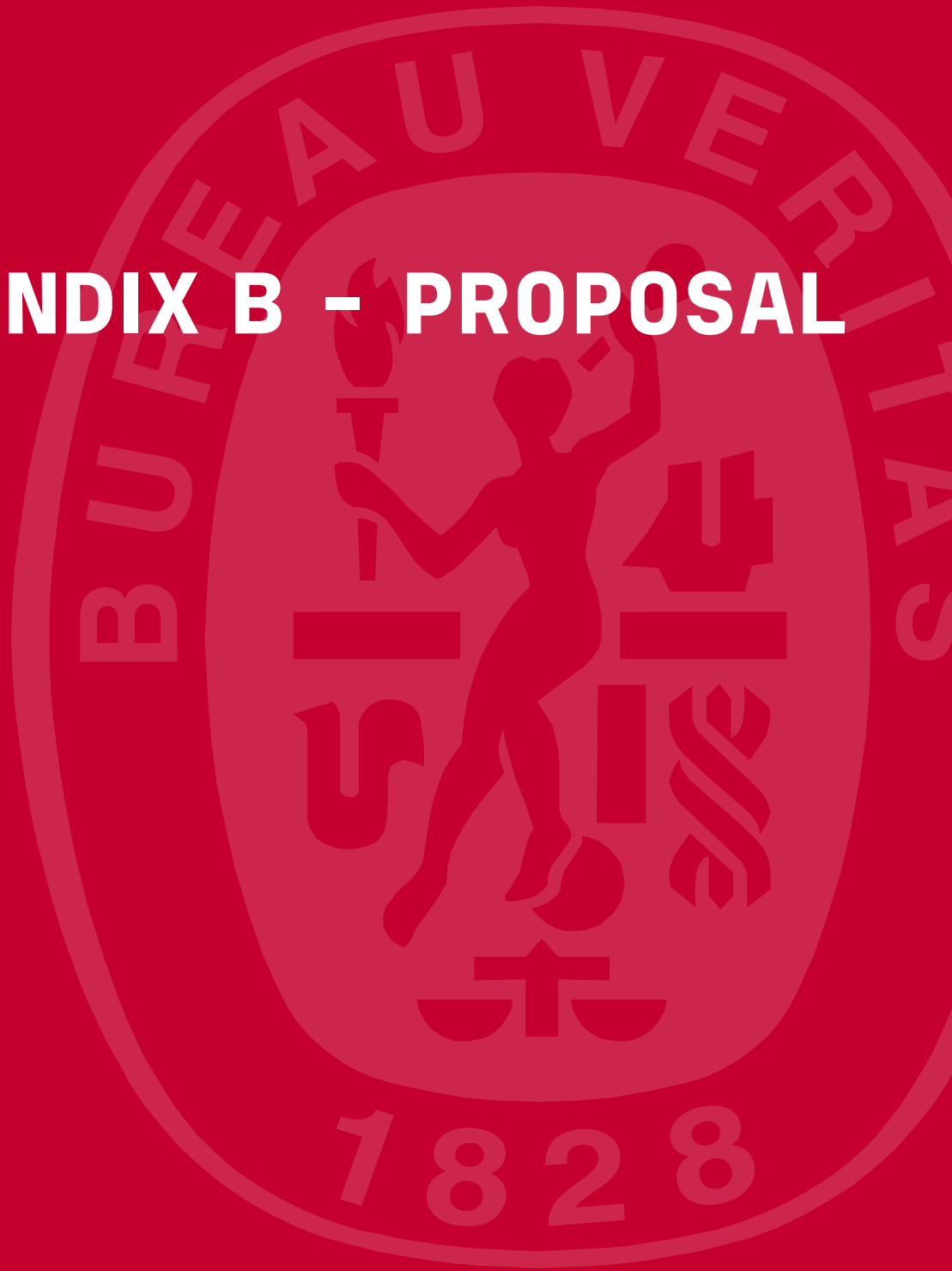
Leanne Wilson, Director of Public Works and Development Services  
940.440.9343 ext 108  
lwilson@aubreytx.gov  
Shanda Guffee, Permit Coordinator  
940.440.9343 ext 104  
permitting@aubreytx.gov

#### **Town of Prosper**

Brady Cudd, Building Official  
972.569.1083  
bcudd@prospertx.gov



## 5. APPENDIX B – PROPOSAL



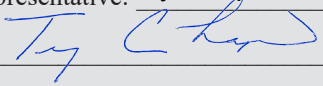
B U R E A

V E R I T A

## Appendix B – Proposal

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

- ✓ Appendix B must be included in the proposal submittal
- ✓ Appendix C Conflict of Interest Form must be included in the proposal submittal.
- ✓ Form 1295 Certificate of Interested Party must be included in the proposal submittal.

<b>All proposals submitted to the City of Burleson shall include this page with the submitted Proposal.</b>			
<b>RFP Number:</b>	<b>2023-011</b>		
<b>Project Title:</b>	<b>Inspection Services</b>		
<b>Submittal Deadline:</b>	<b>April 24, 2023 10:00 A.M. (CST)</b>		
<b>Submit Electronically* to:</b> <b><a href="https://burlesontx.bonfirehub.com/login">https://burlesontx.bonfirehub.com/login</a></b> <b>* Requires email account login and password.</b>			
<b><u>Proposer Information:</u></b>			
<b>Proposer's Legal Name:</b>	Bureau Veritas North America, Inc.		
<b>Address:</b>	100 East 15th Street, Suite 620		
<b>City, State &amp; Zip</b>	Fort Worth, TX 76102		
<b>Federal Employers Identification Number #</b>	06-1689244		
<b>Phone Number:</b>	888.257.7202	<b>Fax Number:</b>	
<b>E-Mail Address:</b>	ty.chapman@bureauveritas.com		
<b><u>Proposer Authorization</u></b>			
<p><b>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.</b></p> <p>Printed Name and Position of Authorized Representative: <u>Ty Chapman, Director of Operations - Central Texas</u></p> <p>Signature of Authorized Representative: <u></u></p> <p>Signed this <u>21</u> (day) of <u>April</u> (month), <u>2023</u> (year)</p>			

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

☐ Newspaper Advertisement

☐ Bonfire



Other

Leads Service

**Appendix B – Proposal (continued)**

**I. 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:**

**1. Firm's Capacity to perform services: 30%**

- Firm's Experience, Qualifications and Capacity; including demonstrated experience of prior work performed which is illustrative of capability in each of the work areas required herein; and further including documentation provided and maintained to assure compliance with Federal and State Requirements, and quality of references demonstrating firm's expertise.

**2. Methodology: 20%**

- Qualifications of Staff that will be assigned to the City's portfolio.

**3. Rates and Fees: 40%**

- Fee Schedule; pricing must be inclusive of all of the inspections listed in Appendix A – Scope of Services

**4. References: 10%**

- A list of five (5) references must be included in order for the submittal to be responsive. Vendor references must include the following:

1. Name of the reference, organization, phone number and email.

**5. Federal, State and/or Local Identification Information**

A. Centralized Master Bidders List registration number: \_\_\_\_\_.

B. Prime contractor HUB / MWBE registration number: **Not Applicable** \_\_\_\_\_.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.

**6. Emergency Business Services Contact Notice**

## Emergency Business Services Contact Notice

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.

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.

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.

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: \_\_\_\_\_

Contract #: \_\_\_\_\_

Description: \_\_\_\_\_

Primary Contact (Name): \_\_\_\_\_

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Secondary Contact (Name): \_\_\_\_\_

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

After Hours emergency opening fee, if applicable: \$ \_\_\_\_\_

### 7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

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

☒ **Yes, Others can purchase**      ☐ **No, Only the City can purchase**

### II. ***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:***

#### 1. **Delivery of Products and/or Services**

- A. 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.
- B. 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.
- C. 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.
- D. 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.

## 2. Miscellaneous

- A. 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.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.001, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007



[www.bvna.com](http://www.bvna.com)

# Exhibit B



**Subject:** City of Burleson Contract Proposal

**Date:** April 14, 2023

Instant Inspector is a local North Texas company offering various types of inspections to aid the city's growing needs. All inspectors are professionally licensed by the State of Texas and other professional organizations, such as the National Environmental Health Association. Along with first-class, professional inspection services, Instant Inspector offers a web-based inspection software for data management of all inspections and permits.

Please review below the different types of inspections Instant Inspector can perform for the City of Burleson.

Permit Type	Fee (Per Inspection)
Food Establishment	\$125.00
Food Truck	\$100.00
Temporary Event	\$75.00 per vendor
Pool & Spa	\$100.00 per body of water
Restaurant Plan Review	\$150.00
Pool & Spa Plan Review	\$150.00
Complaint Investigation	\$75.00
Follow-up Inspection	\$75.00
Web-based inspection software	\$50 per user

If you have any questions, please feel free to contact me directly.

Thank you,

**Bradley Strange** | REHS/RS, CPO  
www.InstantInspector.com  
539 West Commerce Street #1601  
Dallas, Texas 75208  
o: (469) 209-9055

## Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

- ☐ Appendix B must be included in the proposal submittal  
☐ Appendix C Conflict of Interest Form must be included in the proposal submittal.  
☐ Form 1295 Certificate of Interested Party must be included in the proposal submittal.

All proposals submitted to the City of Burleson shall include this page with the submitted Proposal.			
<b>RFP Number:</b>	2023-011		
<b>Project Title:</b>	Inspection Services		
<b>Submittal Deadline:</b>	April 24, 2023 10:00 A.M. (CST)		
<b>Submit Electronically* to:</b> <a href="https://burlesontx.bonfirehub.com/login">https://burlesontx.bonfirehub.com/login</a> * Requires email account login and password.			
<b>Proposer Information:</b>			
<b>Proposer's Legal Name:</b>	Bradley Strange		
<b>Address:</b>	539 West Commerce St #1601		
<b>City, State &amp; Zip</b>	Dallas, TX 75208		
<b>Federal Employers Identification Number #</b>	84-2385603		
<b>Phone Number:</b>	469-209-9055	<b>Fax Number:</b>	
<b>E-Mail Address:</b>	BRADLEY@InstantInspector.com		
<b>Proposer Authorization</b>			
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: <u>Bradley Strange</u>			
Signature of Authorized Representative: <u>Bradley Strange</u>			
Signed this <u>14</u> (day) of <u>April</u> (month), <u>2023</u> (year)			

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

☐ Newspaper Advertisement

☐ Bonfire



Other

email invite  
for RFB

**Appendix B – Proposal (continued)**

**I. 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:**

**1. Firm's Capacity to perform services: 30%**

- Firm's Experience, Qualifications and Capacity; including demonstrated experience of prior work performed which is illustrative of capability in each of the work areas required herein; and further including documentation provided and maintained to assure compliance with Federal and State Requirements, and quality of references demonstrating firm's expertise.

**2. Methodology: 20%**

- Qualifications of Staff that will be assigned to the City's portfolio.

**3. Rates and Fees: 40%**

- Fee Schedule; pricing must be inclusive of all of the inspections listed in Appendix A – Scope of Services

**4. References: 10%**

- A list of five (5) references must be included in order for the submittal to be responsive. Vendor references must include the following:

1. Name of the reference, organization, phone number and email.

**5. 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: # [REDACTED]

**6. Emergency Business Services Contact Notice**

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.

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.

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.

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: Bradley Tucker Investments DBA Instant Inspector

Contract #: N/A

Description: After Hours Emergency opening fee

Primary Contact (Name): Bradley Strange

Primary Contact Phone Numbers: Home: 409-209-9053

Cell: 409-209-9055

Secondary Contact (Name): Block Street

Secondary Contact Phone Numbers: Home: \_\_\_\_\_

Cell: 214-236-9644

After Hours emergency opening fee, if applicable: \$ 150 / hour

**7. Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

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

☒ Yes, Others can purchase

☐ No, Only the City can purchase

**II. 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:**

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.

## 2. Miscellaneous

- A. 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.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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

- I. 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**

3. **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:
1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- 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.

4. **Term of Contract and Option to Extend**

- A. Any contract resulting from this request for proposal shall be effective for five years pursuant to the availability of funds and at the discretion of the City.

# 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.**

Bureau Veritas North America, Inc.  
Burleson, TX United States

**Certificate Number:**  
2023-1010148

**Date Filed:**  
04/20/2023

**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, TX

**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 2023-011  
Building Inspection, Health Inspection and Plan Review Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bureau Veritas Holdings, Inc.	Fort Lauderdale, FL United States	X	

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

☐

**6 UNSWORN DECLARATION**

My name is Van Tran, and my date of birth is 1/1/1972.

My address is 519 Shadow Rock Drive, Murphy, TX, 75094, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Collin County, State of Texas, on the 8 day of June, 2023.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



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## City Council Special Meeting

**DEPARTMENT:** Legal and Purchasing

**FROM:** Justin Scharnhorst, Assistant to the City Manager

**MEETING:** July 10, 2023

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**SUBJECT:**

Receive a report, hold a discussion, and provide staff with direction regarding the City of Burleson Fiscal Year 23-24 Strategic Plan. *(Staff Presenter: Justin Scharnhorst, Assistant to the City Manager)*

**SUMMARY:**

The Strategic Plan is a visionary document that is designed to guide the organization toward achieving community-wide goals and objectives in the next 12 - 18 months. The FY 23-24 Strategic Plan draft continues with the same four Strategic Focus Areas as the FY 22-23 areas of focus consisting of 1) High Performing City Organization, 2) Dynamic & Preferred City through Managed Growth, 3) Beautiful, Safe & Vibrant Community, and 4) Great Place to Live through Expanded Quality of Life Amenities.

Each Strategic Focus Area includes Goals that will assist in meeting the Focus Area's objectives. In each Goal, are Key Work Plan Tasks that are assigned to departments with target dates, which will contribute in the completion of each Goal.

- Strategic Focus Area 1 is **High Performing City Organization Providing Exceptional, People Focused Services**. With an expectation to make the City of Burleson a community of choice by providing outstanding customer service, communication and community engagement; leveraging technology to be an efficient and responsive organization; being financially responsible; maintaining an organizational culture that values innovation, process improvement, productivity and teamwork; and focusing training and development opportunities for city employees.
- Strategic Focus Area 2 is **Dynamic & Preferred City through Managed Growth**. With an objective to promote balanced residential and commercial development growth through long- term planning and zoning ordinances; develop and maintain public infrastructure in the city that improves mobility and connectivity; develop superior utility services and facilities; and promote sustainable development and job growth in the city.
- Strategic Focus Area 3 is **Beautiful, Safe & Vibrant Community**. Provide a beautiful, safe and vibrant community for those that live, learn, work and play in the City of Burleson by focusing on beautification programs; providing public art that enhances the community's visual appeal and

uniqueness; providing crime prevention and community risk reduction programs; emergency preparedness; and emergency response services.

- Strategic Focus Area 4 is **Great Place to Live through Expanded Quality of Life Amenities**. To make the City of Burleson a premier place to live, learn and play by providing outstanding cultural, recreational and educational opportunities that enrich the lives of our residents

The FY 23-24 Strategic plan was developed utilizing the following

- City's adopted vision and mission
- Imagine Burleson: Roadmap to 2030, which was adopted by City Council on April 19, 2010
- Comprehensive Plan: 2020 Midpoint Update
- Current master plans the city is utilizing such as the Master Mobility Plan, Wastewater MasterPlan, Drainage Master Plan, Trail Master Plan, etc.
- Department Strategic Plans
- FY 22-23 Strategic Plan

**RECOMMENDATION:**

N/A

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

The strategic plan was initially adopted in 2019

**FISCAL IMPACT:**

None.

**STAFF CONTACT:**

Justin Scharnhorst  
Assistant to the City Manager  
[jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)  
817-426-9646



# FY 2023-24 Strategic Plan

---

PRESENTED TO THE CITY COUNCIL ON  
JULY 10, 2023

# Strategic Focus Areas



**Vision**

**Mission**

**Values**

**Strategic Plan**

**The next 12 – 18 months**

**Work Plan  
Tasks**

**How we are going to accomplish the  
Strategic Plan Goals**

# Strategic Focus Area 1:

## *High Performing City Organization*

### *Providing Exceptional, People Focused Services*

- GOAL 1:** Develop a high-performance and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.
- GOAL 2:** Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.
- GOAL 3:** Deliver high-quality service to external and internal customers by providing an outstanding customer experience; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.
- GOAL 4:** Be a responsible steward of the city's financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

# Strategic Focus Area 1: *High Performing City Organization*

**GOAL 1: Develop a high-performance and diverse workforce** by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

	Work Plan Task	Responsible Department	Target Date
1.1.1	Continue to ensure competitive compensation and benefits across the city by benchmarking against peer cities, evaluating city compensation plan ranges and adjustments, cost of living adjustments, and performance-based merits	Human Resources	On-going
1.1.2	Continue to provide growth and promotional opportunities for internal employees through executive and supervisor leadership training and developing a robust succession planning program	Human Resources	On-going
1.1.3	Continue to evaluate the city's third-party 457 deferred compensation funds to ensure employees have access to diverse investment options with the highest returns on their investments possible	Human Resources	On-going
1.1.4	Continue development of community partnerships to discuss diversity and offer suggestions of inclusion within the police department	Police	On-going
1.1.5	Continue to assess and improve the employee experience through continual improvement and training for the workforce in leadership behavior, inclusion, and team dynamics	Human Resources	Fourth Quarter (July – September 2024)

# Strategic Focus Area 1: *High Performing City Organization*

**GOAL 2: Improve the efficiency and productivity of operations** through the use of technology, innovation and continual business process improvement.

	Work Plan Task	Responsible Department	Target Date
1.2.1	Identify and launch new set of organization-wide Lean Government projects to increase the city's ability to operate in the most efficient and effective manner	Customer Service	On-going
1.2.2	Continue departmental key performance indicators (KPIs) and performance measurement data that can be used to understand operational effectiveness and guide decision making	Customer Service	On-going
1.2.3	Implement server and network infrastructure that will provide data and functional redundancy for the city's critical applications and information	Information Technology	Fourth Quarter (July - September 2024)
1.2.4	Review and create efficiencies in the third-party submittal process relating to building, environmental, and fire prevention plan review and inspection services, creating greater redundancy.	Purchasing	First Quarter (October – December 2024)

# Strategic Focus Area 1: *High Performing City Organization*

**GOAL 3:** Deliver high-quality service to external and internal customers by providing an outstanding customer experience; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

	Work Plan Task	Responsible Department	Target Date
1.3.1	Continually assess communications and engagement resources, processes, strategies and materials to seek ways to increase community stakeholder awareness and engagement	Community Service	on-going
1.3.2	Continue to develop a complete customer service experience through the 311 call center by using dynamic data to drive greater service delivery internally for departments and externally for citizens	Customer Service	Fourth Quarter (July - September 2024)
1.3.3	Continue to provide the public with updates on the status of the 2022 Bond Program Implementation	Community Services (Marketing and Communications)	on-going
1.3.4	Implement an online customer self-service portal for Planning staff to provide a more efficient way to do business for residents and developers who need to submit planning documents	Development Services - Planning	Second Quarter (January - March 2024)
1.3.5	Complete a city-wide customer service survey to measure customer experience with city facilities and projects; complete insight dashboard comparing data with 2022 city-wide survey data	Customer Service	Third Quarter (April - June 2024)

# Strategic Focus Area 1: *High Performing City Organization*

**GOAL 4: Be a responsible steward of the city’s financial resources** by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

	Work Plan Task	Responsible Department	Target Date
1.4.1	Access consultant's recommendations for the city's water and wastewater rate analysis to modify rate structure to ensure the city will be able to sustain the city's future water and wastewater infrastructure and serviceability	Public Works	First Quarter (October – December 2024)
1.4.2	Update the impact fee capital improvement plan and calculations, and deliver the CIPAC's fee recommendation to the City Council	Public Works	First Quarter (October – December 2024)
1.4.3	Continue implementation of city-wide enterprise resource planning (ERP) for human capital management and utility billing services to provide a more user-friendly and efficient way for the city to conduct business	HR/IT/Customer Service	Third Quarter (April- June 2024)

# Strategic Focus Area 2:

## *Dynamic & Preferred City through Managed Growth*

- GOAL 1:** Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.
- GOAL 2:** Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.
- GOAL 3:** Enhance connectivity and improve mobility by expanding capacity of existing transportation network, evaluating additional thoroughfare improvements; and improving roadway, bicycle and pedestrian infrastructure.
- GOAL 4:** Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city's master plans.
- GOAL 5:** Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

## Strategic Focus Area 2: *Dynamic & Preferred City through Managed Growth*

**GOAL 1: Attract and retain top-tier businesses** to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

	Work Plan Task	Responsible Department	Target Date
2.1.1	Assist in pre-development planning for Craftmasters Campus and Headquarters, a 190,000 square foot trade school, that will provide training opportunities for skilled labor positions located in Hooper Business Park	Economic Development/ Development Services	Fourth Quarter (July - September 2024)
2.1.2	Consider options to create a new industrial park in an effort to diversify the city's tax base and provide a more resilient local economy	Economic Development	Fourth Quarter (July - September 2024)
2.1.3	Continue efforts to attract new-to-market retail establishments	Economic Development	On-going
2.1.4	Continue recruitment of complementary businesses for Hooper Business Park in Chisholm Summit	Economic Development	Fourth Quarter (July - September 2024)

# Strategic Focus Area 2: *Dynamic & Preferred City through Managed Growth*

**GOAL 2:** Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

	Work Plan Task	Responsible Department	Target Date
2.2.1	Implementation of goals associated with Midpoint 2020 Comprehensive update	Development Services	On-going
2.2.2	Complete revisions to the Subdivision Design Manual, which details requirements associated with construction of new subdivisions within the city	Public Works	Fourth Quarter (July - September 2024)
2.2.3	Complete update to Zoning Ordinance, which ensures new development aligns with the strategic vision of the city	Development Services	Second Quarter (January - March 2024)

## Strategic Focus Area 2: *Dynamic & Preferred City through Managed Growth*

**GOAL 3: Enhance connectivity and improve mobility** by expanding capacity of existing transportation network, evaluating additional thoroughfare improvements; and improving roadway, bicycle and pedestrian infrastructure.

	Work Plan Task	Responsible Department	Target Date
2.3.1	Coordinate a grant application with NCTCOG for completion of the 10-mile trail loop and various high priority pedestrian improvement projects	Public Works	Fourth Quarter (July - September 2024)
2.3.2	Complete design and develop a construction schedule for State Highway 174 Widening from Elk Drive to Wicker Hill Road	Public Works	Third Quarter (April - June 2024)
2.3.3	Complete design of permanent connection of Lakewood Drive to FM 1902 and improvements from FM 1902 to Chisholm Trail Parkway	Public Works	Fourth Quarter (July - September 2024)
2.3.4	Begin implementation of Intelligent Traffic System (ITS) and Traffic Management Center (TMC), allowing the city to control signal timing throughout the city	Public Works	Fourth Quarter (July - September 2024)
2.3.5	Include a pedestrian component as part of the overall Mobility Plan to enhance connectivity to parks, sidewalks and schools	Public Works	Fourth Quarter (July - September 2024)

# Strategic Focus Area 2: *Dynamic & Preferred City through Managed Growth*

**GOAL 4: Implement the city's Capital Improvement Program** to improve 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
2.4.1	Complete design of Village Creek Parkway	Public Works	Second Quarter (January - March 2024)
2.4.2	Finalize design and complete construction to improve the condition of multiple residential streets throughout the city	Public Works	Fourth Quarter (July - September 2024)
2.4.3	Begin construction for bridge connecting Alsbury Boulevard to CR1020	Public Works	Second Quarter (January - March 2024)
2.4.4	Complete design for Alsbury Boulevard extension to Lakewood Drive	Public Works	Fourth Quarter (July - September 2024)
2.4.5	Complete design of Hulen Street expansion from SH174 to Candler Drive	Public Works	Fourth Quarter (July - September 2024)
2.4.6	Complete design of police station headquarters expansion	Public Works	Third Quarter (April - June 2024)

## Strategic Focus Area 2: *Dynamic & Preferred City through Managed Growth*

**GOAL 5:** Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

	Work Plan Task	Responsible Department	Target Date
2.5.1	Ensure the future water supply needs of the city are met by partnering with the city of Fort Worth to construct a new water line from I-35 to the industrial pump station that will provide water capacity for the ultimate build-out of the city	Public Works	on-going
2.5.2	Update the Water and Sewer Master Plan to identify options to expand services to the western portion of the city	Public Works	First Quarter (October - December 2024)
2.5.3	Develop an assessment of city facilities and outline future improvement and spacing needs	Public Works	Fourth Quarter (July - September 2024)
2.5.4	Complete construction for proposed city hall renovation	Public Works	Third Quarter (April - June 2024)

# Strategic Focus Area 3:

## *Beautiful, Safe & Vibrant Community*

- GOAL 1: Encourage a clean and healthy community** through the promotion of positive behaviors, sustainable practices, outreach programs and city services.
- GOAL 2: Encourage placemaking and a sense of belonging** in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.
- GOAL 3: Enhance emergency response services** provided to the community, including emergency medical, police, fire and public dispatch services.
- GOAL 4: Ensure public safety equipment and personnel needs are being met**, including staffing, support and training.
- GOAL 5: Continue community policing and risk reduction programs** that create strong partnerships with the public to promote safety throughout the community.

# Strategic Focus Area 3: *Beautiful, Safe & Vibrant Community*

**GOAL 1:** Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

	Work Plan Task	Responsible Department	Target Date
3.1.1	Increase PARTNER (Pro-Active Residential Teams for Neighborhood Environmental Restoration) program to two events (2) per year	Neighborhood Services	Fourth Quarter (July – September 2024)
3.1.2	Update and increase participation in the Adopt-A-Spot program to enhance community beautification	Neighborhood Services	On going
3.1.3	Expand Urban Canopy Revitalization Program in deficient neighborhoods	Neighborhood Services	On going
3.1.4	Continue to promote and grow the Home Improvement Rebate Program	Neighborhood Services	On going
3.1.5	Continue to enhance the Household Chemical Waste program by promoting and encouraging public participation	Neighborhood Services	On going

# Strategic Focus Area 3: *Beautiful, Safe & Vibrant Community*

**GOAL 2: Encourage placemaking and a sense of belonging** in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

	Work Plan Task	Responsible Department	Target Date
3.2.1	In conjunction with the Public Arts Committee, create a master plan that facilitates and encompasses a policy and funding mechanisms for future community art	Parks and Recreation	Fourth Quarter (July – September 2024)
3.2.2	Coordinate with development partners to create a vision for the Hidden Creek corridor and outline possible options	City Manager's Office	Fourth Quarter (July – September 2024)
3.2.3	Determine initial programming elements to be included in proposed community park	Parks and Recreation	Third Quarter (April – July 2024)
3.2.4	Identify potential options for the renovation or relocation of existing softball practice fields located on Hidden Creek Parkway	Parks and Recreation	Third Quarter (April – July 2024)

# Strategic Focus Area 3: *Beautiful, Safe & Vibrant Community*

**GOAL 3:** Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

	Work Plan Task	Responsible Department	Target Date
3.3.1	Take necessary steps to transition to fire-based emergency medical services	Fire	First Quarter (October – December 2024)
3.3.2	Work with emergency management to integrate 311/CRM into disaster preparedness program	Customer Service	Fourth Quarter (July - September 2024)
3.3.3	Collaborate with Information Technology department and 9-1-1 district to integrate non-emergency phone lines with emergency phone consoles	Public Safety Communications	Third Quarter (April - June 2024)
3.3.4	Ensure milestones are accomplished for the implementation of the new Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Records Management System (RMS) suite	Public Safety Communications	On-going
3.3.5	Increase current real-time information and intelligence capabilities by increasing the number of Flock ALPR systems deployed throughout the city	Police	Fourth Quarter (July - September 2024)

# Strategic Focus Area 3: *Beautiful, Safe & Vibrant Community*

**GOAL 4:** Ensure public safety equipment and personnel needs are being met, including staffing, support and training.

	Work Plan Task	Responsible Department	Target Date
3.4.1	Establish a location for future fire station #4 to support growth in the western portion of the city	Fire	Second Quarter (January - March 2024)
3.4.2	Increase efficiency and reliability by transitioning to body-worn and in-car camera systems, which includes, but not limited to, unlimited storage, robust redaction software, and automatic license plate readers (ALPR)	Police	Fourth Quarter (July - September 2024)
3.4.3	Increase efficiency and supervision through the introduction of one police lieutenant, with vehicle and equipment to the command structure as recommended by the Police Department’s staffing analysis.	Police	First Quarter (October – December 2024)

# Strategic Focus Area 3: *Beautiful, Safe & Vibrant Community*

**GOAL 5:** Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

	Work Plan Task	Responsible Department	Target Date
3.5.1	Continue to conduct emergency preparedness workshops for community members and enhance the CERT program to assist with achieving whole community preparedness	Fire (Emergency Management)	On going
3.5.2	Obtain Texas Commission on Law Enforcement (TCOLE) Telecommunication Agency credentials	Public Safety Communications	Third Quarter (April – June 2024)
3.5.3	Continue to enhance Community Risk Reduction efforts (drowning prevention, CPR, Stop the Bleed, etc.), making our city a safer place to live, work and visit	Fire (Community Risk Reduction Division)	Fourth Quarter (July - September 2024)
3.5.4	Increase community crime prevention and engagement efforts with the introduction of a civilian crime prevention and public engagement specialist	Police	First Quarter (October – December 2024)
3.5.5	Add 4G camera installation at community parks that have seen an increase of vandalism and other issues to ensure the safety of all park goers	Parks and Recreation	Third Quarter (April – June 2024)

# Strategic Focus Area 4:

## *Great Place to Live*

### *through Expanded Quality of Life Amenities*

- GOAL 1:** Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.
- GOAL 2:** Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.
- GOAL 3:** Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

# Strategic Focus Area 4: *Great Place to Live through Expanded Quality of Life Amenities*

**GOAL 1:** Provide high-quality parks for residents by expanding park amenities and options; enhancing city’s trail network; and improving access to parks facilities.

	Work Plan Task	Responsible Department	Target Date
4.1.1	Continue to implement the 5-year capital program based on the Parks Master Plan	Parks and Recreation	Fourth Quarter (July - September 2024)
4.1.2	Finalize design and begin construction for Shannon Creek Park	Parks and Recreation	Third Quarter (April - June 2024)
4.1.3	Continue program for renovating existing park infrastructure that has reached its end-of-life and replacing it with updated and accessible-friendly equipment	Parks and Recreation	Fourth Quarter (July - September 2024)

# Strategic Focus Area 4: *Great Place to Live through Expanded Quality of Life Amenities*

**GOAL 2: Provide high-quality recreation opportunities, events and facilities** for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

	Work Plan Task	Responsible Department	Target Date
4.2.1	Utilize a consultant to complete an analysis to identify long-term library facility and service delivery methods	Community Services (Public Library)	First Quarter (October-December 2024)
4.2.2	Enhance programming at the Senior Activity Center to offer additional activities to increase center utilization including the launch of virtual reality headsets to allow seniors to socialize and engage in activities they may not otherwise have access to	Community Services (Senior Activity Center)	Third Quarter (April - June 2024)
4.2.3	Pursue mobile programming and services for recreation opportunities to ensure all areas of the community are provided city resources	Community Services (Public Library)/Parks and Recreation	Third Quarter (April - June 2024)
4.2.4	Utilize the newly installed video system in the Mayor Vera Calvin Plaza to showcase city events to visitors and those in our community with sensory sensitivities or disabilities	Community Services (Communications & Marketing)	Fourth Quarter (July - September 2024)
4.2.5	Launch laptop vending kiosk at the library that will allow library cardholders to checkout laptops for in-house use	Community Services (Public Library)	Third Quarter (April - June 2024)

# Strategic Focus Area 4: *Great Place to Live* *through Expanded Quality of Life Amenities*

**GOAL 3:** Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

	Work Plan Task	Responsible Department	Target Date
4.3.1	Assist in creating the vision for the former Hill College site on Renfro Street that will bring additional entertainment and retail opportunities to our city	Economic Development	Fourth Quarter (July – September 2024)
4.3.2	Begin construction of Alley Cats Entertainment facility and continue to work with the development community to develop family entertainment venues	Economic Development	First Quarter (October - December 2024)
4.3.3	Increase partnerships at the senior center to sponsor new and needed events and services to the senior population	Community Services (Senior Activity Center)	Third Quarter (April - June 2024)
4.3.4	Grow the Project U Leadership Conference to be a premier statewide event, bringing visitors and overnight guests to our city	Economic Development	Second Quarter (January - March 2024)

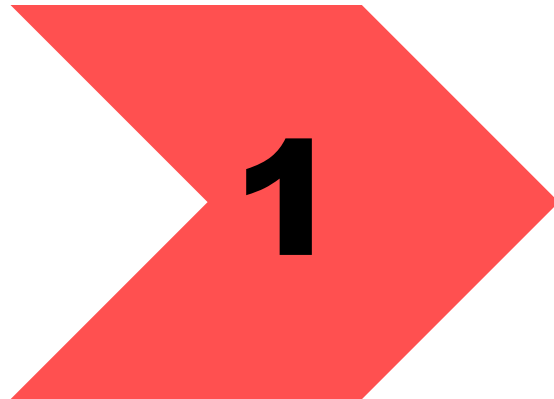
# Moving Forward



**1.** Solicit feed and from Council Regarding the plan.



**2.** Adoption of Strategic Plan along with the Annual Budget in September



Following the adoption of the budget in the first quarter of next year, the City Manager will recommend holding a retreat to obtain the vision of the new Council. The retreat will serve as the framework for developing a new strategic plan and associated work items.

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# Questions Comments

**Justin Scharnhorst**  
Assistant to the City Manager  
[jscharnhorst@burlesontx.com](mailto:jscharnhorst@burlesontx.com)

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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** July 10, 2023

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**SUBJECT:**

Consider approval of a minute order electing a councilmember to serve as Mayor Pro Tem for a term of one year. (*Staff Presenter: Amanda Campos, City Secretary*)

**SUMMARY:**

Mayor Pro Tem is defined in the City Charter Section 22 and a process to elect the Mayor Pro Tem is outlined in City Council Policy #17. The term of the Mayor Pro Tem is one year and must be elected each year by the city council by August 31<sup>st</sup> of each year.

The election of the Mayor Pro Tem is customarily done at the first regular council meeting in July and voted on by the city council.

Policy #17 outline of process:

- Must be a councilmember who has served at least 2 years on city council
- Nominations and Councilmembers interested in serving shall notify the City Secretary at least 5 business days prior to the council meeting the election will be held
- Must be in a regular meeting and all action by the council shall be in open session and done by a clear action

**OPTIONS:**

Elect a councilmember to serve as Mayor Pro Tem

**STAFF CONTACT:**

Name: Amanda Campos  
Title: City Secretary  
[acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
817-426-9665 or 817.291.5846

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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** July 10, 2023

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**SUBJECT:**

Remove from the table and consider approval of a minute order appointing a councilmember to the Burleson Opportunity Fund to fill a vacancy. *(Staff Presenter: Amanda Campos, City Secretary)*

**SUMMARY:**

At its June 5, 2023, meeting the City Council tabled this item to the July 10, 2023, City Council meeting. Accordingly, City staff has placed this item on the July 10<sup>th</sup> meeting agenda.

The Burleson Higher Education Opportunity Fund (BOF) was established to encourage graduating high school seniors to further their education in Burleson. The BOF's efforts capitalize on the link between higher education and economic development. In 2007 with the formation the following entities entered into an interlocal agreement and passed resolutions of support; City of Burleson, Burleson Independent School District, and Hill College. The BOF's stated and adopted bylaws Article II directs the appointment of the Board of Directors and each entities representation.

The City of Burleson has 3 members on the Board of Directors; the Mayor, a councilmember, and the current city manager or deputy city manager. The councilmember shall be appointed by the city council to fill the councilmember place on the Board.

The councilmember place must be selected from among the current council. Council will need to take action to appoint a member to serve.

**OPTIONS:**

- 1) Approve a minute order appointing a councilmember to serve on the BOF Board of Directors.
- 2) Deny a minute order appointing a councilmember to serve on the BOF Board of Directors.

**RECOMMENDATION:**

n/a

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

At its June 5, 2023, meeting the City Council tabled this item to the July 10, 2023, City Council meeting.

**FISCAL IMPACT:**

n/a

**STAFF CONTACT:**

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