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

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

1. CALL TO ORDER

Invocation - Kevin Walkeiak, Pastor of Burleson Adventist 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

Proclamation recognizing the Week of September 19, 2022, the 235th anniversary of the framing of the constitution, as Constitution Week. *(Recipient: Betsy Ruffin, Daughters of the American Revolution, Nathaniel Winston Chapter)*

B. Presentations

C. Community Interest Items

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

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

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

4. CITIZENS APPEARANCES

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

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

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

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

5. **CONSENT AGENDA**

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

- A. Consider approval of the minutes from the September 6, 2022 regular council meeting and September 12, 2022 special council meeting. (*Staff Contact: Amanda Campos, City Secretary*)
- B. Consider approval of a five year contract with B&W Wrecker serving as an approved operator in the city of Burleson's rotation pursuant to ordinance B-67B. (*Staff Contact: Justin Scharnhorst, Purchasing Manager*)
- C. Consider approval of a five year contract with Beard's Towing serving as an approved operator in the city of Burleson's rotation pursuant to ordinance B-67B. (*Staff Contact: Justin Scharnhorst, Purchasing Manager*)
- D. Consider approval of an ordinance authorizing a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of the ordinance to the company and ACSC's legal counsel. (Final Reading) (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)
- E. Consider approval of a resolution approving and accepting the bid from Ferguson Enterprises, LLC. for pipe and appurtenances for one year in the amount not to exceed \$139,100. (*Staff Contact: Eric Oscarson, Director of Public Works*)
- F. Consider approval of a professional services contract with Brinkley Sargent Wiginton Architects for City Hall Renovation design in an amount not to exceed \$283,392. (*Staff Contact: Eric Oscarson, Director of Public Works*)

- G. Consider approval of resolution authorizing a real estate contract with Jerry L. Trimble, as seller, to purchase fee simple title to a 3.96 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 2413 SW Hulen Street; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; and providing an effective date. *(Staff Contact: Eric Oscarson, Public Works Director)*
- H. Approve a resolution authorizing staff to enter negotiations with CHC Development in response to their submission on RFP 2022-12, sale or long-term ground lease of real property located at 130 East Renfro Street, Burleson, Texas. *(Staff Contact: Alex Philips, Economic Development Director)*
- I. Consider approval of an ordinance readopting curfew hours for minors under Article IV of Chapter 54 "Curfew" of the Code of Ordinances. (Final Reading) *(Staff Contact: Tim Mabry, Criminal Investigations Sergeant)*
- J. Consider approval of a three year contract with Core and Main, L.P. for the purchase of water meters with a total not to exceed \$553,032. *(Staff Contact: Eric Oscarson, Director of Public Works)*
- K. Consider a resolution for the rejection of all proposals responsive to RFP 2022-015 for a near site clinic for City of Burleson employees. *(Staff Presenter: Rick DeOrdio, Director of Human Resources)*
- L. Consider approval of a change order to an existing contract with Luminare, Inc. to pay final invoicing for the COVID-19 vaccine scheduling software in the amount not to exceed \$13,220.90. *(Staff Contact: K.T. Freeman, Fire Chief)*
- M. Consider approval of a resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with John and Linda Martindale, as seller, to purchase fee simple title to approximately 11,722 square feet of land out of the H.G. Catlett Survey Abstract No. 185 in Johnson County, Texas. *(Staff Contact: Michelle McCullough, Assistant Director of Public Works)*

6. DEVELOPMENT APPLICATIONS

- A. **200 S Dobson (Case 22-108):** Hold a public hearing and consider approval of an ordinance for a zoning change request from "SF7", Single-family dwelling district-7, to "SFA" Single-family attached dwelling district for future residential development. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission motion for approval failed to pass 2-2).*

7. GENERAL

- A. Consider approval of a minute order appointing members to all the City of Burleson boards/commissions. *(Staff Presenter: Amanda Campos, City Secretary)*

8. REPORTS AND PRESENTATIONS

9. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

10. RECESS INTO EXECUTIVE SESSION

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

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**
- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- D. Personnel Matters Pursuant to Section 551.074**
- 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**
- 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**
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

CERTIFICATE

I hereby certify that the above agenda was posted on this the **14th of September 2022, 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.

Choose an item.

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: September 19, 2022

SUBJECT:

Consider approval of the minutes from the September 6, 2022 regular council meeting and September 12, 2022 special council meeting. (*Staff contact: Amanda Campos, City Secretary*).

SUMMARY:

The City Council duly and legally met on September 6, 2022 for a regular council meeting and September 12, 2022 for a special council meeting.

OPTIONS:

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

RECOMMENDATION:

Approval.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos, TRMC
Department: City Secretary's Office
Email: acampos@burlesontx.com
Phone: 817-429-9665

BURLESON CITY COUNCIL REGULAR MEETING
September 6, 2022
DRAFT MINUTES

COUNCIL PRESENT:

Victoria Johnson
Rick Green
Jimmy Stanford
Chris Fletcher

Dan McClendon
Ronnie Johnson

COUNCIL ABSENT:

Tamara Payne

Staff present

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

1. CALL TO ORDER – 2:00 PM

2. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and give staff direction regarding the Capital Improvements Program Advisory Committee. (*Staff Presenter: Eric Oscarson, Public Works Director*)**

Eric Oscarson, Public Works Director, presented the Capital Improvements Program Advisory Committee to the city council. Council consensus was option 2.

- B. Receive a report, hold a discussion, and give staff direction regarding a proposed services contract with the Burleson Area Chamber of Commerce. (*Staff Presenter: Alex Philips, Economic Development Director*)**

Alex Philips, Economic Development Director, presented the proposed services contract with the Burleson Area Chamber of Commerce to the city council.

- C. Receive a report, hold a discussion, and give staff direction regarding the submission of RFP 2022-12, sale or long-term ground lease of real property located at 130 East Renfro Street, Burleson, Texas. (*Staff Presenter: Alex Philips, Economic Development Director*)**

Alex Philips, Economic Development Director, presented the submission of RFP 2022-12, sale or long-term ground lease for 130 East Renfro Street, to the city council.

- D. Receive a report, hold a discussion, and give staff direction regarding an update of American Rescue Plan Act (ARPA) 2021 stimulus funds. (*Staff Presenter: Martin Avila, Finance Director*)**

Martin Avila, Finance Director, presented an update of American Rescue Plan Act (ARPA) 2021 stimulus funds to the city council.

- E. Receive a report, hold a discussion, and provide staff direction regarding gateway monument signs. (Staff Presenter: Jen Basham, Director of Parks and Recreation).**

Jen Basham, Director of Parks and Recreation, presented the gateway monument signs to the city council.

- F. Receive a report, hold a discussion, and give staff direction regarding the discontinuation of services provided by the Burleson Public Health Authority. (Staff Presenter: K.T. Freeman, Fire Chief)**

K.T. Freeman, Fire Chief, presented the discontinuation of services provided by the Burleson Public Health Authority to the city council.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 3:14 p.m. and called the meeting back to order at 3:18 p.m. with all members present as recorded.

Amanda Campos, City Secretary announced that the following items would be moved up in the meeting order: Items 6A-6P Consent Agenda, Item 9B General and Executive Session.

6. CONSENT AGENDA - MOVED

- A. Minutes from the August 15, 2022 regular council meeting. (Staff Contact: Amanda Campos, City Secretary).**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- B. CSO#3048-09-2022, contract with Incapsulate Salesforce Solutions for a customer relationship management software supporting the city's 311 system in the amount of \$766,491.60 over five years. (Staff Contact: Jesse Elizondo, Director of Customer Service)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- C. CSO#3049-09-2022, five-year lease agreement with AT&T Mobility Corporation for the lease space on the City owned monopole located at 231 SW Brushy Mound Road. (Staff Contact: Justin Scharnhorst, Purchasing Manager)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- D. CSO#3050-09-2022, five-year lease agreement (second amendment), CSO#3051-09-2022 form of memorandum agreement and CSO#3052-09-2022 associated access and utility easement with T-Mobile West, LLC, for the lease space on the City owned monopole located at 231 SW Brushy Mound Road. (Staff Contact: Justin Scharnhorst, Purchasing Manager)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- E. CSO#3053-09-2022, ordinance approving the 2022-23 annual service and assessment plan update for the Parks at Panchasarp Farms Public Improvement District No. JC-1 and directing the City Secretary to file this ordinance with the County Clerk. (Final Reading) (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- F. CSO#3054-09-2022, resolution adopting the City of Burleson Fiscal Year 22-23 Strategic Plan. (Staff Contact: DeAnna Phillips, Director of Community Services)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- G. Ordinance authorizing a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of the ordinance to the company and ACSC's legal counsel. (First Reading) (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- H. CSO#3055-09-2022, resolution accepting Burleson Animal Emergency Hospital's offer to provide free care and treatment to Burleson Police Department K-9 Officer Sonic. (Staff Contact: Billy J. Cordell, Chief of Police)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- I. CSO#3056-09-2022, contract for the application of Pavement Rejuvenator by Pavement Restoration Inc. in an amount not to exceed \$300,000. (Staff Contact: Eric Oscarson, Public Works Director)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- J. CSO#3057-09-2022, minute order authorizing the proposed rate increase from Waste Connections Lone Star, Inc. permissible to the terms and conditions of the existing contract to be effective October 1, 2022. (Staff Contact: Eric Oscarson, Director of Public Works)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- K. CSO#3058-09-2022, minute order to increase funds allocation for the utilization of lab services from NMS Labs of Horsham, Pennsylvania in the amount not to exceed \$10,000 through the end of FY21-22 (Staff Contact: Tim Mabry, Criminal Investigations Sergeant)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- L. CSO#3059-09-2022, minute order to increase funds allocation for the utilization of lab services from Armstrong Forensic Laboratory, Inc. of Arlington, Texas in the amount not to exceed \$10,000 through the end of FY21-22 (Staff Contact: Tim Mabry, Criminal Investigations Sergeant).**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- M. CSO#3060-09-2022, resolution supporting grant funding from the Office of the Governor for rifle rated ballistic shields. (Staff Contact: Tim Mabry, Criminal Investigations Sergeant)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- N. CSO#3061-09-2022, Relocation Scope Reimbursement Agreement with Texas Midstream Gas Services L.L.C. for preliminary design services associated with the relocation of the existing gas pipeline located on the south side of the**

Burleson Police Department complex in the amount of \$60,000. (Staff Contact: Eric Oscarson, Public Works Director)

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- O. CSO#3062-09-2022, change order to purchase order 224796 for the purchase of two True Stair Steppers in the amount of \$16,565 from Comm-Fit (Staff Contact: Jen Basham, Director of Parks and Recreation).**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- P. CSO#3063-09-2022, minute order authorizing the expenditure to Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services in the amount not to exceed \$280,000. (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

9. GENERAL - MOVED

- B. CSO#3064-09-2022, minute order electing a councilmember to serve as Mayor Pro Tem. (Staff Presenter: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented a minute order electing a councilmember to serve as Mayor Pro Tem to the city council.

Motion made by Victoria Johnson and seconded by Rick Green to approve nomination of Dan McClendon.

Motion passed 6-0, with Tamara Payne absent.

11. RECESS INTO EXECUTIVE SESSION – MOVED

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

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

-Extraterritorial Jurisdiction between the cities of Burleson, Crowley, and Fort Worth

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

-Extraterritorial Jurisdiction between the cities of Burleson, Crowley, and Fort Worth

-Discuss Burleson Police Department Internal Affairs Investigation IA 22-02

C. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072

-Discuss and receive direction on certain parcels of real property for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

-Discuss and receive direction on certain parcels of real property for the expansion of Lakewood Drive where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

-Discuss and receive direction on certain parcels of real property for the expansion of County Road 1020 where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

D. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073

E. Personnel Matters Pursuant to Section 551.074

F. 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

G. 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

-Hyder Ranch

-Project Boomer

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

Motion was made by Ronnie Johnson and seconded by Dan McClendon to convene into executive session. **Time: 3:22 p.m.**

Motion passed 6-0, with Tamara Payne absent.

Motion was made by Victoria Johnson and seconded by Jimmy Stanford to reconvene into open session. **Time: 4:05 p.m.**

Motion passed 6-0, with Tamara Payne absent.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a dinner break at 4:06 p.m. and called the meeting back to order at 5:30 p.m. with all members present as recorded.

3. PUBLIC PRESENTATIONS

Invocation - Tom Pickett, A Time to Reconcile Ministry

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

A. Proclamations

- None.

B. Presentations

- Presentation of the Achievement of Excellence in Procurement to the City of Burleson. (*Staff Presenter: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)

C. Community Interest Items

- Generation Church is having a special service recognizing First Responders on September 11th.
- Join us for a free event, on Saturday, September 10th, at 7:00 p.m., at the Mayor Vera Calvin Plaza for an Old Town picture show featuring Sing.
- Join us for a free concert, the Cool Sounds of Fall, at 7:30 p.m., at the Mayor Vera Calvin Plaza, on October 15th featuring Selena forever tribute band and on November 12th featuring variety bands.

4. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- Items 9C and 9D, withdrawn.

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

- None.

5. CITIZEN APPEARANCES

- None.

6. CONSENT AGENDA – MOVED ABOVE.

- *Items 6A-6P were discussed and voted on above.*

A. Minutes from the August 15, 2022 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*).

B. CSO#3048-09-2022, contract with Incapsulate Salesforce Solutions for a customer relationship management software supporting the city's 311 system in the amount of \$766,491.60 over five years. (*Staff Contact: Jesse Elizondo, Director of Customer Service*)

C. CSO#3049-09-2022, five-year lease agreement with AT&T Mobility Corporation for the lease space on the City owned monopole located at 231 SW Brushy Mound Road. (*Staff Contact: Justin Scharnhorst, Purchasing Manager*)

D. CSO#3050-09-2022, five-year lease agreement (second amendment), CSO#3051-09-2022 form of memorandum agreement and CSO#3052-09-2022 associated access and utility easement with T-Mobile West, LLC, for the lease space on the City owned monopole located at 231 SW Brushy Mound Road. (*Staff Contact: Justin Scharnhorst, Purchasing Manager*)

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- F. CSO#3054-09-2022, resolution adopting the City of Burleson Fiscal Year 22-23 Strategic Plan. *(Staff Contact: DeAnna Phillips, Director of Community Services)*
- G. Ordinance authorizing a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of the ordinance to the company and ACSC's legal counsel. (First Reading) *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*
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- I. CSO#3056-09-2022, contract for the application of Pavement Rejuvenator by Pavement Restoration Inc. in an amount not to exceed \$300,000. *(Staff Contact: Eric Oscarson, Public Works Director)*
- J. CSO#3057-09-2022, minute order authorizing the proposed rate increase from Waste Connections Lone Star, Inc. permissible to the terms and conditions of the existing contract to be effective October 1, 2022. *(Staff Contact: Eric Oscarson, Director of Public Works)*
- K. CSO#3058-09-2022, minute order to increase funds allocation for the utilization of lab services from NMS Labs of Horsham, Pennsylvania in the amount not to exceed \$10,000 through the end of FY21-22 *(Staff Contact: Tim Mabry, Criminal Investigations Sergeant)*
- L. CSO#3059-09-2022, minute order to increase funds allocation for the utilization of lab services from Armstrong Forensic Laboratory, Inc. of Arlington, Texas in the amount not to exceed \$10,000 through the end of FY21-22 *(Staff Contact: Tim Mabry, Criminal Investigations Sergeant)*.
- M. CSO#3060-09-2022, resolution supporting grant funding from the Office of the Governor for rifle rated ballistic shields. *(Staff Contact: Tim Mabry, Criminal Investigations Sergeant)*
- N. CSO#3061-09-2022, Relocation Scope Reimbursement Agreement with Texas Midstream Gas Services L.L.C. for preliminary design services associated with the relocation of the existing gas pipeline located on the south side of the Burleson Police Department complex in the amount of \$60,000. *(Staff Contact: Eric Oscarson, Public Works Director)*
- O. CSO#3062-09-2022, change order to purchase order 224796 for the purchase of two True Stair Steppers in the amount of \$16,565 from Comm-Fit *(Staff Contact: Jen Basham, Director of Parks and Recreation)*.

- P. CSO#3063-09-2022, minute order authorizing the expenditure to Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services in the amount not to exceed \$280,000. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

7. DEVELOPMENT APPLICATIONS

- A. 2301 CR 805E. (Case 22-096): Hold a public hearing and consider a waiver to Section 5.1.a “Street and right-of-way basic policies” of the Design Standards Manual for the design criteria for streets within the Good Farms Subdivision. *(Staff Presenter: Michelle McCullough, Public Works Assistant Director)* *(Planning and Zoning Commission recommended denial by a vote of 3-1.)*-
WITHDRAWN

Amanda Campos, City Secretary announced that a request was received from the applicant to withdraw the application for consideration.

8. BUDGET

- A. Public hearing on the Fiscal Year 2022-2023 proposed annual budget. This budget will raise more total property taxes than last year’s budget by an amount of \$1,749,741, a 7.78 percent increase, and of that amount \$944,179 is tax revenue to be raised from new property added to the tax roll this year. *(Staff Presenter: Martin Avila, Finance Director)*

Martin Avila, Finance Director, presented the proposed annual budget FY 2022-2023 to the city council.

Mayor Fletcher opened the public hearing. **Time: 5:42 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 5:43 p.m.**

- B. Public hearing on a proposal to adopt a Tax Year 2022 ad valorem property tax rate of \$0.6572 per \$100 valuation. The proposed tax rate exceeds the no-new-revenue tax rate. *(Staff Presenter: Martin Avila, Finance Director)*

Martin Avila, Finance Director, presented the proposed tax rate to the city council.

Mayor Fletcher opened the public hearing. **Time: 5:43 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 5:44 p.m.**

Amanda Campos, City Secretary announced that the City Council would not adopt the proposed tax rate following the public hearing. The final reading of the ordinance adopting the tax rate would be at the City Council meeting on Monday, September 12, 2022, at 9:00 a.m., at City Hall, 141 W. Renfro Street, Burleson, Texas 76028.

Amanda Campos, City Secretary announced that Martin Avila, Finance Director would be presenting items 6C-6I together but each item would be voted on separately.

- C. Consider approval of an ordinance adopting the budget for fiscal year 2022-2023 beginning October 1, 2022, and terminating September 30, 2023, and making appropriations for each fund; repealing conflicting ordinances; providing a savings clause, severability clause, declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (First Reading) (Staff Presenter: Martin Avila, Finance Director)**

Motion made by Rick Green and seconded by Dan McClendon to approve.

Record vote:

For: Chris Fletcher, Mayor
Victoria Johnson, Place 1
Rick Green, Place 2
Dan McClendon, Place 5
Ronnie Johnson, Place 6

Against: Jimmy Stanford, Place 3.

Abstain: None.

Absent: Tamara Payne, Place 4

Motion passed 5-1, with Jimmy Stanford against and Tamara Payne absent.

- D. Consider approval of an ordinance levying the ad valorem property tax of the City of Burleson for Tax Year 2022 on all taxable property within the corporate limits of the city on January 1, 2022, and adopting a tax rate of \$0.6572 per \$100 of valuation for Tax Year 2022; providing revenues for payment of current municipal maintenance and operation expenses and for payment of interest and principal on outstanding City of Burleson debt; providing for enforcement of collections; repealing conflicting ordinances; providing a savings clause; declaring an effective date; and finding that the at which this ordinance is passed is open to the public. (First Reading) (Staff Presenter: Martin Avila, Finance Director)**

Motion made by Dan McClendon and seconded by Rick Green that the property tax rate be increased by the adoption of a tax rate of \$0.6572 cents per one hundred dollars valuation, which is effectively a 5.69% percent increase in the tax rate.

Record vote:

For: Chris Fletcher, Mayor
Victoria Johnson, Place 1
Rick Green, Place 2
Dan McClendon, Place 5
Ronnie Johnson, Place 6

Against: Jimmy Stanford, Place 3.

Abstain: None.

Absent: Tamara Payne, Place 4

Motion passed 5-1, with Jimmy Stanford voting against and Tamara Payne absent.

- E. Consider approval of an ordinance approving the 2022 tax rolls; and declaring an effective date. (First Reading) (Staff Presenter: Martin Avila, Finance Director)**

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

Motion passed 6-0, with Tamara Payne absent.

- F. Consider approval of an ordinance providing a FY 2022-23 schedule of fees for various city services; incorporating the recitals into the body of the ordinance; providing a severability clause, cumulative clause, and savings clause; finding that the meeting at which this ordinance is passed is open to the public; and declaring an effective date. (First Reading) (Staff Presenter: Martin Avila, Finance Director)**

Motion made by Victoria Johnson and seconded by Ronnie Johnson to approve as presented.

Motion passed 6-0, with Tamara Payne absent.

- G. Consider approval of an ordinance establishing FY 2022-23 rates for water and wastewater service; repealing conflicting ordinances; providing a savings clause; declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (First Reading) (Staff Presenter: Martin Avila, Finance Director)**

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

Motion passed 6-0, with Tamara Payne absent.

- H. Ordinance establishing FY 2022-23 rates for collection and disposal of residential and non-residential solid waste, recyclables, and trash; repealing conflicting ordinances; providing a savings clause, declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (First Reading) (Staff Presenter: Martin Avila, Finance Director)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Motion passed 6-0, with Tamara Payne absent.

- I. Ordinance amending Ordinance No. CSO#1857-09-2021 by providing for a residential homestead exemption from the ad valorem property tax for Tax Year 2023 and all future years unless revised of an amount equal to two percent of**

the appraised value; repealing conflicting ordinances; providing a savings clause; incorporating the recitals; finding that the meeting at which this ordinance is passed is open the public; declaring an effective date. (First Reading) (*Staff Presenter: Martin Avila, Finance Director*)

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

Motion passed 6-0, with Tamara Payne absent.

9. **GENERAL**

A. **Ordinance establishing curfew hours for minors under Article IV. Chapter 54 “Curfew”. (First Reading) (Staff Presenter: Tim Mabry, Criminal Investigations Sergeant)**

Tim Mabry, Criminal Investigations Sergeant, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:08 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:09 p.m.**

Motion made by Jimmy Stanford and seconded by Ronnie Johnson to approve.

Motion passed 6-0, with Tamara Payne absent.

B. **Consider approval of a minute order electing a councilmember to serve as Mayor Pro Tem. (Staff Presenter: Amanda Campos, City Secretary)- MOVED**

Item 9B was discussed and voted on above following the consent agenda.

C. ~~Consider an ordinance amending the City budget for fiscal year 2021-2022 by increasing appropriations in the General Fund in the amount of \$850,000 for land purchase, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. (First and Final Reading) (Staff Presenter: Martin Avila, Director of Finance) - WITHDRAWN~~

Item 9C was withdrawn from the agenda.

D. ~~Consider approval of a resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with Sebastiano and Cristin Leoni, as sellers, to purchase fee simple title to a tract of land commonly known as 120 NW Newton Drive, Burleson, Johnson County, Texas. (Staff Presenter: DeAnna Phillips, Director of Community Services) - WITHDRAWN~~

Item 9D was withdrawn from the agenda.

10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Public Art program.
- HOTMOT policy.

11. RECESS INTO EXECUTIVE SESSION – MOVED

- *Executive Session was conducted following item 9B above.*

ADJOURNMENT

Motion made by Ronnie Johnson and Jimmy Stanford to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 6:11 p.m.

Monica Solko
Deputy City Secretary

BURLESON CITY COUNCIL SPECIAL MEETING
September 12, 2022
DRAFT MINUTES

COUNCIL PRESENT:

Victoria Johnson
Rick Green
Jimmy Stanford
Chris Fletcher
Tamara Payne
Dan McClendon
Ronnie Johnson

COUNCIL ABSENT:

Staff present

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

1. CALL TO ORDER – 9:04 AM

2. CITIZEN APPEARANCES

- None.

3. GENERAL

Amanda Campos, City Secretary announced that John Butkus, Deputy Finance Director would present items 3A-3H together but council would vote on items separately.

- A. CSO#3065-09-2022, ordinance adopting the budget for fiscal year 2022-2023 beginning October 1, 2022, and terminating September 30, 2023, and making appropriations for each fund; repealing conflicting ordinances; providing a savings clause, severability clause, declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (Final Reading) (Staff Presenter: Martin Avila, Finance Director)**

Motion made by Ronnie Johnson and seconded by Rick Green to approve.

Record vote:

For: Chris Fletcher, Mayor
Victoria Johnson, Place 1
Rick Green, Place 2
Tamara Payne, Place 4
Dan McClendon, Place 5
Ronnie Johnson, Place 6

Against: Jimmy Stanford, Place 3.

Abstain: None.

Absent: None.

Motion passed 6-1, with Jimmy Stanford voting against.

- B. CSO#3066-09-2022, minute order ratifying the adoption of the fiscal year 2022-2023 Annual Operating Budget for fiscal year beginning October 1, 2022, and ending September 30, 2023. (Staff Presenter: Martin Avila, Finance Director)**

Motion made by Rick Green and seconded by Dan McClendon to approve.

Motion passed 6-1, with Jimmy Stanford voting against.

- C. CSO#3067-09-2022, ordinance levying the ad valorem property tax of the City of Burleson for Tax Year 2022 on all taxable property within the corporate limits of the city on January 1, 2022, and adopting a tax rate of \$0.6572 per \$100 of valuation for Tax Year 2022; providing revenues for payment of current municipal maintenance and operation expenses and for payment of interest and principal on outstanding City of Burleson debt; providing for enforcement of collections; repealing conflicting ordinances; providing a savings clause; declaring an effective date; and finding that the at which this ordinance is passed is open to the public. (Final Reading) (Staff Presenter: Martin Avila, Finance Director)**

Motion made by Dan McClendon and seconded by Ronnie Johnson that the property tax rate be increased by the adoption of a tax rate of 0.6572 cents per one hundred dollars valuation, which is effectively a 5.69% percent increase in the tax rate.

Record vote:

For: Chris Fletcher, Mayor
Victoria Johnson, Place 1
Rick Green, Place 2
Tamara Payne, Place 4
Dan McClendon, Place 5
Ronnie Johnson, Place 6

Against: Jimmy Stanford, Place 3.

Abstain: None.

Absent: None.

Motion passed 6-1, with Jimmy Stanford voting against.

- D. CSO#3068-09-2022, ordinance approving the 2022 tax rolls; and declaring an effective date. (Final Reading) (Staff Presenter: Martin Avila, Finance Director)**

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- E. CSO#3069-09-2022, ordinance providing a FY 2022-23 schedule of fees for various city services; repealing conflicting ordinances; providing a savings clause; declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (Final Reading) (Staff Presenter: Martin Avila, Finance Director)**

Motion made by Rick Green and seconded by Dan McClendon to approve.

Motion passed 7-0.

- F. CSO#3070-09-2022, ordinance establishing FY 2022-23 rates for water and wastewater service; repealing conflicting ordinances; providing a savings clause; declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (Final Reading) (Staff Presenter: Martin Avila, Finance Director)**

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

Motion passed 7-0.

- G. CSO#3071-09-2022, ordinance establishing FY 2022-2023 rates for collection and disposal of residential and non-residential solid waste, recyclables, and trash; repealing conflicting ordinances; providing a savings clause, declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (Final Reading) (Staff Presenter: Martin Avila, Finance Director)**

Motion made by Victoria Johnson and seconded by Rick Green to approve.

Motion passed 7-0.

- H. CSO#3072-09-2022, ordinance providing for a residential homestead exemption from the ad valorem property tax for Tax Year 2023 and all future years unless revised of an amount equal to the sum of 2% of the appraised value; repealing conflicting ordinances; providing a savings clause; incorporating the recitals. (Final Reading) (Staff Presenter: Martin Avila, Finance Director)**

Motion made by Ronnie Johnson and seconded by Tamara Payne to approve.

Motion passed 7-0.

- I. CSO#3073-09-2022, resolution adopting the City of Burleson's compensation pay plans, benefits program, and employee handbook for fiscal year 2022-2023. (Staff Presenter: Rick DeOrdio, Director of Human Resources)**

Rick DeOrdio, Human Resources Director, presented a resolution to the city council.

Motion made by Tamara Payne and seconded by Jimmy Stanford to approve.

Motion passed 7-0.

4. RECESS INTO EXECUTIVE SESSION

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

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**
- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
 - Discuss and receive direction on certain parcels of real property for community park purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
 - Discuss and receive direction on certain parcels of real property for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
 - Discuss and receive direction on certain parcels of real property for the expansion of Lakewood Drive where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
 - Discuss and receive direction on certain parcels of real property for the expansion of County Road 1020 where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- D. Personnel Matters Pursuant to Section 551.074**
- 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**
- 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**
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

Motion was made by Ronnie Johnson and seconded by Rick Green to convene into executive session. **Time: 9:21 a.m.**

Motion passed 7-0.

Motion was made by Dan McClendon and seconded by Victoria Johnson to reconvene into open session. **Time: 10:59 a.m.**

Motion passed 7-0.

ADJOURNMENT

Motion made by Dan McClendon and Jimmy Stanford to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 10:59 a.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Legal Department
FROM: Justin Scharnhorst, Purchasing Manager
MEETING: September 19, 2022

SUBJECT:

Consider approval of a five year contract with B&W Wrecker serving as an approved operator in the city of Burleson's rotation pursuant to ordinance B-67B. (*Staff Contact: Justin Scharnhorst, Purchasing Manager*)

SUMMARY:

On June 1, 2002, the Burleson City Council adopted Ordinance B-67B, which authorized the city to contract with one or more wrecker service companies for certain tows. This service is primarily used for tows initiated by the Fire and Police Department when responding to wrecks, non-serviceable vehicles, and stranded vehicles under the department's standard operating procedures. Vehicles that are towed as a result of this contract are paid by the owner or possessor of the vehicle, not at the city's expense. This contract establishes a rotation in which dispatch will initiate a call to a tow company on a rotation basis, as needed. The State of Texas Department of Licensing and Regulation (TDLR) stipulates requirements and fees that companies can charge for certain tows. All licensing, inspection, and fees imposed by the approved companies on the rotation must comply with all applicable standards set forth by TDLR.

City staff issued an RFP on July 8 and closed responses on July 27. Fire, Police, and Public Works evaluated the responses and recommended a two-company rotation with B&W Wrecker and Beard's towing. Both businesses have locations in Burleson, a requirement of the RFP. Currently, the city uses both operators on a rotation. The purpose of this process was to update the existing process and put a five-year agreement in place with an approved rotation. During the term of this agreement, the approved rotation is fixed, meaning if another business were to open in Burleson and meet the minimum requirements, they would not be able to participate unless this contract is rebid.

At the end of the term, staff will rebid the services and reevaluate for future needs.

OPTIONS:

- 1) Example: Approve the contract as presented
- 2) Example: Approve with changes
- 3) Example: Deny

RECOMMENDATION:

Approve a five year agreement.

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

June 1, 2002 adopting ordinance B-67B

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Justin Scharnhorst
Title: Purchasing Manager
jscharnhorst@burlesontx.com
817-426-9646

**WRECKER AGREEMENT BETWEEN
THE CITY OF BURLESON**

This Agreement is entered into by and between the City of Burleson, Texas, a home rule municipal corporation located in Tarrant County and Johnson County, Texas, hereinafter called "City," acting by and through its duly authorized City Manager, Bryan Langley, and B+W Wrecker Service, a Texas Business, hereinafter called "Operator" acting by and through its duly authorized owner(s), [Signature]

WHEREAS, the City of Burleson heretofore adopted Ordinances Numbers B-678 and 738 providing for regulations applicable to certain wrecker and towing services within the City of Burleson; and

WHEREAS, pursuant to Ordinances Numbers B-678 and 738, the City Council deems it in the best interests of the citizens of Burleson to enter into an agreement for the providing of wrecker services where needed pursuant to the exercise of the City's police and governmental powers.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I.

SCOPE

The City hereby contracts with Operator for the providing of emergency and non-emergency wrecker service requested by the City. Operator agrees to provide wrecker service pulls called by police authority to be towed to a designated impound area, such as illegally parked, inoperable or disabled vehicles, abandoned vehicles, vehicles involved in accidents where the owner is not able to request a wrecker and in situations where the vehicle driver is hospitalized or incarcerated.

II.

TERM

This Agreement shall be for a term of five years commencing on date the agreement becomes fully executed. Provided Operator is in compliance with the provisions of this Agreement. Notwithstanding the above, either party may cancel this Agreement upon 30 days written notice to the other party.

III.

PRIMARY WRECKER SERVICE

During the term of this Agreement and so long as Operator shall not be in default of any of its obligations hereunder, Operator shall be entitled to serve as a towing and storage provider for the towing and storage of motor vehicles requested by the City. The City shall utilize Operator, together with other operators awarded a contract with the City, on a rotation basis for requested police tows except in emergency situations or in situations requiring equipment, personnel or storage facilities that cannot be promptly provided by Operator, as determined by the City. The decision of whether to use additional wrecker services in emergency situations shall be made by the City's Police Chief or his/her designated representative in their sole discretion. In the event that Operator is unable to provide wrecker service as requested by the City, Operator shall immediately advise the Police Department in order that additional wrecker service may be procured. The City reserves the right to limit the number of operators in the approved rotation as determined to be in the City's best interest.

III.

OPERATOR'S OBLIGATIONS

In performing services under this Agreement, Operator agrees to comply with the following obligations:

A. Operator agrees to:

1. Operate wreckers and towed vehicles in a safe and secure manner;
2. respond to calls for wrecker service, 24 hours a day, seven days a week, within 30 minutes from request for service within the City and 35 minutes within a 10-mile radius, if called outside the City limits; and
3. Tow vehicles in compliance with the following:
 - a. Police and fire directed tows will be taken to the storage facility, or any other location as specified by the officer in charge.
 - b. All charges for wrecker service will be in accordance with contract rates.
 - c. Operator will not tow a vehicle when requested by the Police Department, unless there is a representative of the City at the scene. The City reserves the right, at the request of the Police Department or Fire Department to cancel any wrecker call prior to the driver hooking into the vehicle.

B. Operator agrees not to recommend an owner use a particular body shop or garage.

Towing equipment and vehicles will not contain advertisements for or make reference to

body shops and/or garages.

C. Operator shall not subcontract, sublet, or transfer any rights, responsibilities or duties under terms of this Agreement without the written approval of the City.

D. Throughout the term of this Agreement, Operator agrees that it shall:

1. Maintain in good standing, without any reduction in scope or authority, its certificates of convenience and necessity as issued by the Texas Department of Transportation and the United States Interstate Commerce Commission and shall maintain all other licenses, permits, certifications and approvals pursuant to state and federal regulations for the operation of its wrecker business, facility and equipment;
2. Employ and maintain a sufficient number of personnel to provide a minimum service of one wrecker unit at the time of a call for service; and
3. Keep all information required by this Agreement to be provided to the City updated and current.

E. Operator must maintain a storage facility within the City limits of Burleson during the term of this agreement.

V.

EQUIPMENT

A. Operator agrees to provide at least one wrecker vehicle at least a ton and ½ in size and with the following equipment:

1. Each wrecker shall be equipped with a power or hand-operated winch line and boom or lifting device with a factory capacity of not less than 8,000 pounds single capacity hydraulic power.
2. Each wrecker shall carry as standard equipment safety chains, a fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a container to carry debris.
3. Each wrecker shall have inscribed on each side in letters not less than three inches in height the name, address and telephone number of the wrecker business.
4. Each wrecker shall be equipped so as to provide two-way voice communication by mobile telephone or radio with the Operator's base station at all times.

5. Each wrecker shall be equipped with overhead flashing emergency lights, visible from 1,000 feet.

B. Operator shall:

1. Provide a trailer, tilt-bed vehicle or other similar vehicle capable of handling the safe movement of motorcycles, front-wheel drive vehicles, and large vehicle component parts;
2. Provide or have immediate access to at least one wrecker capable of towing a tractor trailer or larger vehicle (Operator may satisfy this requirement by contractor with another business which provides such a wrecker. Operator shall provide proof of ability to access such a vehicle, i.e. by providing a copy of such a contract to City's Purchasing Manager);
3. Maintain all vehicles and equipment in a good working condition, subject only to replacement thereof in the normal course of business, in substantially equivalent form; and
4. Have ready access to sand or equivalent absorbing material to be used to soak up fluid spills at accident scenes of 25 gallons or less, if called to the scene of an accident; and
5. Completely remove from the street all debris, including broken glass, before leaving the accident site.

VI. STORAGE FACILITIES

- A. Operator shall take all vehicles towed pursuant to this Agreement to the Operator's storage facility, or to such location as directed by the City or as Operator and the vehicle owner may agree to. Operator shall maintain its storage facility in compliance with all applicable state laws and city ordinances and in a proper condition and state of repair, without the accumulation of vegetation, litter, trash and debris. Operator shall store and maintain all vehicles and/or vehicle parts in a neat and presentable condition and secured from unlawful tampering and vandalism.
- B. The storage facility must contain space for at least 10 vehicles
- C. All storage facilities operated by Operator shall comply with all legal requirements under law, including but not limited to Chapter 2303 of the Texas Occupations Code and Chapters 85 and 86 of Part 4, Title 16, of the Texas Administrative Code, and all storage facilities shall be operated as follows:
 1. Operator will pay the "VSF" (Vehicle Sales Fee) Application fee annually and will renew its license in accordance with the law.
 2. Storage facilities shall be completely enclosed by a fence at least six feet high with a gate, which is locked at all times, when the Operator or Operator's agent or employee is not at the storage lot.

3. Operator must pay for storage facility utilities and provide security for the pound and its contents.
4. No vehicle may be stored or kept at a licensed storage facility unless it is kept inside the fenced or enclosed area at all times.
5. No vehicle storage facility shall permit any tow truck that is not registered in accordance with all legal requirements, including under Texas Occupations Code, Chapter 2308, to enter onto the grounds of the facility.
6. Operator shall prohibit the possession or consumption of alcoholic beverages and/or illegal drugs on the storage facility premises at all times.

D. Operator shall ensure that the storage facility shall:

1. Maintain illumination levels adequate for nighttime release of vehicles. The term "adequate" shall mean sufficient to allow inspection of a vehicle for damage at the time of release. At a minimum, there must be one lighting fixture containing at least a 250-watt element for each $\frac{1}{4}$ acre of storage area;
2. Have a clearly visible and readable sign at its main entrance. The sign shall have letters at least two inches in height, with contrasting background, shall be visible at 10 feet, and shall contain the following information:
 - a. the registered name of the storage facility, as it appears on the vehicle storage facility license;
 - b. street address;
 - c. the telephone number for the owner to contact in order to obtain release of the vehicle;
 - d. the facility's hours, within one hour of which vehicles will be released to vehicle owners; and
 - e. the storage facility's state license number preceded by the phrase "VSF License Number";
3. Have a sign setting out the per diem charge for storage and all other fees, which may be charged by the storage facility, including notification and impoundment fees. This sign shall be located so it is clearly visible to a vehicle owner prior to paying the fees, with letters at least one inch in height, and a contrasting background;

4. Have a sign describing the instruments that may be presented by the vehicle owner or his/her authorized representative to obtain possession of the vehicle. This sign shall list all instruments as described in Chapter 85 of Part 4, Title 16, of the Texas Administrative Code. This sign shall be located so it is clearly visible to a vehicle owner at the place of payment, with letters at least one inch in height, and a contrasting background; and
5. Prominently display a sign notifying consumers and service recipients of the name, mailing address, and telephone number of the department for purposes of directing complaints regarding the vehicle storage facility to the Texas Department of Licensing and Regulation in accordance Chapter 85 of Part 4, Title 16, of the Texas Administrative Code.

(Operator may combine the signs described above, provided that the combination sign meets the requirements of each of the separate signs.)

- E. Operator shall maintain an office at its Storage Facility from 8 a.m. until 5 p.m., Monday through Friday (normal business hours). After hours, (hours between 5:01 p.m., Friday until 7:59 a.m., Monday) release of vehicles will be made within one hour after notice.

VII. FEES

- A. Unless otherwise agreed to in writing by the City, all fees charged by Operator for services for towing and impounding vehicles shall not exceed the fees set forth in Exhibit "A", attached hereto and incorporated herein. Upon payment of the charges set out herein, the Operator Shall release a towed vehicle to the owner thereof. No additional charges for calls or service in the City shall be made unless agreed to in, writing by the City.
- B. For consent tows, Operator and owner or operator shall work out their own price and the City shall not be responsible for supervision of this charge.
- C. Operator shall provide pick-up or towing services for police City vehicles within Tarrant or Johnson County at no charge to the City.
- D. Operator shall provide storage at no cost to the City for vehicles that are forfeited to the City pursuant to state or federal forfeiture laws. In those cases where the court awards the vehicle back to an owner, no storage fees will be charged for the period of time from the date of the tow to the date the vehicle is awarded by the court back to the owner. Operator may collect fees for storage after the date of the court order and other reasonable fees and towing charges.
- E. Operator agrees to negotiate fees it is owed if the City experiences exigent circumstances.
- F. The City shall not be responsible for any towing or storage fees for vehicles not owned by the City. Operator shall collect these fees directly from the owner or operator of the vehicle. In the event the owner or operator fails or refuses to pay applicable fees,

Operator may recoup its costs through the sale of the vehicle at public auction or in any other manner permitted by state law.

VIII.

RESPONSIBILITY FOR VEHICLES; INVENTORY

- A. Operator shall be responsible for all vehicles that are towed and any contents or personal property in those vehicles while they are in Operator's custody.
- B. Operator shall prepare and keep an inventory of all vehicles and the personal property within any towed vehicle or shall acknowledge the accuracy of any inventory prepared by a City police officer.

IX.

INDEPENDENT OPERATOR

The parties agree that Operator shall operate hereunder as an independent Operator as to all rights and privileges granted herein and not as an agent, representative, servant or employee of the City; that Operator shall be solely responsible for the acts and omissions of its officers, agents, Operators, Sub-Operators, servants and employees, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Operator.

X.

INSURANCE

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 combined coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage. The garage keepers liability insurance or tow truck cargo insurance, whichever

is maintained must provide limits of liability for any one loss of not less than fifty thousand dollars (\$50,000).

4. Contractor shall cause the City, its officers and employees to be named as additional insureds on such insurance policies. A copy of all such insurance policies shall be filed with the Purchasing Manager. Such insurance policies shall provide for 30 days' notice to the City of termination or change in coverage.

XI. INSPECTION

City employees and officials shall have the right of entry at reasonable times to inventory and inspect vehicles pulled at the direction of the City. Upon request, Operator shall be entitled to a copy of any inventory so taken.

XII. RECORDS AND ADMINISTRATIVE FORMS

- A. Operator shall prepare and issue in a proper and timely manner all necessary notices and forms required under applicable laws and ordinances, including, without limitation, the Texas Litter Abatement Act, the Texas Abandoned Motor Vehicle Act, and Chapter 2303, Texas Occupations Code, and the Texas Transportation Code, to provide adequate notification to owners and lienholders of motor vehicles which are towed and impounded and any attendant auction and sale of unclaimed or abandoned motor vehicles.
- B. Operator shall obtain a written authorization from the Police Department prior to the release of any vehicle towed at the request of the Police Department.
- C. Operator shall maintain accurate and proper documentation of all fees incurred and notices sent for purposes of verifying the accuracy of any fees charged and procedures implemented.
- D. Operator shall submit to the City's Police Department, a weekly activity report related to Operator's operations pursuant to this Agreement during the previous week. Operator shall submit each such report by 5:00 p.m. the Monday of the week following for which the report is submitted. This report shall contain, at a minimum, the following information:
 1. Number and listing of vehicles towed.
 2. Number and listing of vehicles released.
 3. Number and listing of vehicles currently in custody.
 4. Length of impoundment of vehicles.

5. Any disposition of vehicles not released to the owner.
 6. Such other information that may be required by the Police Chief.
- E. Operator must maintain written documentation regarding its operations for a period of two years from the date such operations occurred in accordance with Chapters 85 and 86 of Part 4, Title 16, of the Texas Administrative Code.
- F. Operator shall keep written records on each vehicle kept or stored at the vehicle storage facility containing:
1. the year, make, model, color, correct license plate number, state issuing the license, and correct vehicle identification number of the vehicle;
 2. the date, time, and location from which the vehicle was towed, and name of person who authorized the tow;
 3. the name of the tow truck driver, the name of the company that towed the vehicle, and the license plate numbers of the plates issued to the tow truck under the Texas Transportation Code;
 4. the date the vehicle was released, the name of the individual to whom the vehicle was released, and the type of identification (Texas driver's license or other state or federally issued photo identification), and identification number provided by the individual to whom the vehicle was released;
 5. the date of any vehicle transfer, and the address of the location to which it was transferred along with the name of the towing company and tow truck driver who made the transfer;
 6. a copy of any certificate of title issued after the vehicle came into the possession of the vehicle storage facility, any certificate of authority to demolish, any police auction sales receipt, or any transfer document issued by the State of Texas for the vehicle if vehicle ownership has been transferred due to any action of the vehicle storage facility, or if the vehicle has been disposed of or
 7. all amounts received at the time the vehicle was released, including the specific nature of each charge.
- G. Operator shall provide a computer service or other type of service to get information from the State on titles, ownership, etc.

XIII. AUCTIONS

- A. Operator will be responsible for storage facility vehicle auctions, and will supply the Police Department with a list of vehicles to be auctioned for written approval prior to any auction.
- B. Operator shall notify the vehicle owner and all recorded lienholders of the proposed disposal of the vehicle in accordance with all applicable laws, including but not limited to the Texas Administrative Code, the Texas Property Code, the Texas Transportation Code, and the Texas Occupations Code concerning notification.
- C. Operator shall keep under its care and custody complete and accurate records of any vehicle disposed of as required by law. These records shall include, but are not limited to:
 - 1. a copy of the VTR-265VSF form completed by the vehicle storage facility operator and provided to the vehicle buyer; and
 - 2. copies of all notifications issued to the vehicle owner and all recorded lienholders, regardless of whether the notifications were mailed or published.

XIV. RELEASE AND INDEMNIFICATION

A. Release.

OPERATOR, ITS PREDECESSORS, SUCCESSORS AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE CITY, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT, AND FUTURE AGENTS, EMPLOYEES, AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF THE CITY FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE WORK PERFORMED UNDER THIS AGREEMENT.

B. Indemnification.

OPERATOR 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 OPERATOR AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF OPERATOR, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM OPERATOR 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 OPERATOR 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 OPERATOR 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 OPERATOR.

OPERATOR 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 OPERATOR UNLESS OPERATOR HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. OPERATOR 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. OPERATOR 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 OPERATOR OR FOR WHOM OPERATOR IS LEGALLY LIABLE.

XV.

PERSONNEL

- A. Operator's employees shall not imply that they are employees of the City of Burleson.
- B. Operator agrees to be responsible for its personnel and to maintain the required standards. Operator agrees to maintain a comprehensive personnel file for each employee, both past and present, who operates a wrecker under this Agreement, and to provide the City with list of each employee.
- C. Operator shall ensure that its personnel are competent to handle people under stressful situations and courteous to the public. Operator shall ensure that the dress and appearance of all personnel is professional.
- D. Operator shall ensure that wrecker drivers responding to, or on site of a police call for service, shall not be under the influence, in possession of, or consuming alcohol or illegal drugs.

XVI.

DEFAULT

- A. In the event that Operator should breach any of the terms or conditions of this Agreement or should otherwise be in default of any of its obligations pursuant to this Agreement, the City shall have the right to terminate this Agreement as provided herein. Upon the occurrence of any event of default, the City shall provide 30 days written notice to Operator of the default. In the event that Operator fails or refuses to cure the conditions of default within said 30-day period, the City may, in writing, immediately declare this Agreement terminated.
- B. No waiver by the City of any default in the obligations of the Operator hereunder shall constitute in any form an estoppel of the City from at any time asserting or reasserting any such default, it being clearly understood and agreed by the parties hereto that no such waiver or estoppel shall occur except by written agreement duly authorized and signed by the City Manager.

XVII.

NOTICES

Notices required to be delivered pursuant to this Agreement shall be sufficient if personally delivered or sent by certified mail in the United States Mail, postage pre-paid to the appropriate party at the following address:

If to City: City of Burleson
141 West Renfro
Burleson, Texas 76028
Attention: City Manager

If to Operator:

Ray Newman
1960 S. Burleson Blvd
Burleson, Tx 76028

XVIII.
STATE REGULATIONS

Operator agrees that it will comply with any valid and applicable state law, rule, or regulation, including the provisions of the Texas Towing and Booting Act, Chapter 2308 Texas Occupations Code. No provision of this Agreement shall be construed to obligate the Operator to violate state law or any valid and applicable rule or regulation adopted thereunder.

XIX.
CERTIFICATIONS

Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- 1) Pursuant to Section 2271.002 of the Texas Government Code, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2) Pursuant to SB 13, 87th Texas Legislature, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 3) Pursuant to SB 19, 87th Texas Legislature, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 4) Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Operator certifies Operator (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

XX.
MISCELLANEOUS

- A. This Agreement constitutes the entire agreement between the parties and may not be modified or amended except by written agreement signed by the parties hereto.
- B. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance or nonperformance of this Agreement, venue for said action shall be in Johnson County, Texas.
- C. This Agreement shall not be construed against the drafting party.

- D. It is expressly agreed by the parties that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed made for the benefit of any third party.
- E. Operator may not assign this Agreement without the written consent of City.
- F. Operator expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law.

EXECUTED this 12th day of September 2022.

OPERATOR

CITY OF BURLESON

By: Ray Weaver

By: _____
Bryan Langley, City Manager

ATTEST:

Brandy M. Gibson

Notary Public in and for
the State of Texas

ATTEST:

City Secretary

Brandy M. Gibson

Typed/Printed Name of Notary Public

My Commission Expires: 11-18-2024

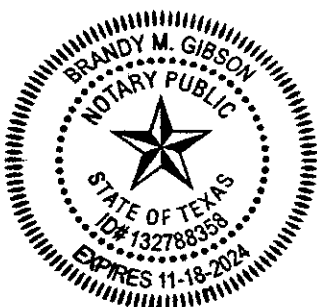


Exhibit A

DESCRIPTION	UOM	UNIT PRICE
1. Price for all privately owned passenger automobiles, ambulances, limousines, and all other vehicles having a rated capacity of 10,000 GVW or less , including motorcycles, towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or the Burleson Police Department (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$ 272. ⁰⁰
2. Price for all privately owned vehicles having a rated capacity from 10,001-39,999 GVW towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	See Attached Schedule \$ 380. ⁰⁰
3. Price for all privately owned vehicles having a rated capacity of 40,000 GVW or greater towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	See Attached Schedule \$ 489 to 978
4. At the Police Department's request, price for privately owned vehicles having a rated capacity of 10,000 GVW or less , towed to the Burleson Police Dept located at 1161 SW Wilshire, for evidence processing with subsequent towing of the same vehicle to Vendor's storage facility or some other location within the City of Burleson as designated by the City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	No Charge to City
5. Price for winching or off-road recovery	HR	\$ 125. ⁰⁰
6. Price for the use of dollies or flat bed	EA	\$ 175. ⁰⁰
7. Price for up-righting an overturned vehicle	EA	\$ 150. ⁰⁰
8. Price for installing or uninstalling wheel lock boot (per call out)	EA	\$ Not Available
9. Price for high water recovery (knee-deep or higher)	EA	\$ 150. ⁰⁰
10. Price for privately-owned vehicles, having a rated capacity of 10,000 GVW or less , stored at Vendor's secured storage facility, by request of the Police Dept	Per day	\$ 21. ⁰³
11. Price for privately-owned vehicles, having a rated capacity of over 10,000 GVW , stored at Vendor's secured storage facility, by request of the Police Dept	Per day	\$ 36. ⁸⁰
12. Price for all City owned vehicles towed to the City of Burleson Fleet Services Dept, located at 725 SE John Jones (unit price shall include all mileage, hook-up and disconnect fees)	EA	No Charge

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.

B&W WRECKER SERVICE
BURLESON, TX United States

Certificate Number:
2022-913271

Date Filed:
07/21/2022

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

Date Acknowledged:

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 2022-004

Tow Service, Recovery Service, Heavy Duty Service, Lock Out Service, Jump Starts, Winch Out Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	WEAVER, DANNY	BURLESON, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Danny WEAVER, and my date of birth is [REDACTED]

My address is 1960 S Burleson Burleson TX 76028 Johnson
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of TX, on the 8 day of 9, 2022
(month) (year)

Danny Weaver
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Legal Department
FROM: Justin Scharnhorst, Purchasing Manager
MEETING: September 19, 2022

SUBJECT:

Consider approval of a five year contract with Beard's Towing serving as an approved operator in the city of Burleson's rotation pursuant to ordinance B-67B. (*Staff Contact: Justin Scharnhorst, Purchasing Manager*)

SUMMARY:

On June 1, 2002, the Burleson City Council adopted Ordinance B-67B, which authorized the city to contract with one or more wrecker service companies for certain tows. This service is primarily used for tows initiated by the Fire and Police Department when responding to wrecks, non-serviceable vehicles, and stranded vehicles under the department's standard operating procedures. Vehicles that are towed as a result of this contract are paid by the owner or possessor of the vehicle, not at the city's expense. This contract establishes a rotation in which dispatch will initiate a call to a tow company on a rotation basis, as needed. The State of Texas Department of Licensing and Regulation (TDLR) stipulates requirements and fees that companies can charge for certain tows. All licensing, inspection, and fees imposed by the approved companies on the rotation must comply with all applicable standards set forth by TDLR.

City staff issued an RFP on July 8 and closed responses on July 27. Fire, Police, and Public Works evaluated the responses and recommended a two-company rotation with B&W Wrecker and Beard's towing. Both businesses have locations in Burleson, a requirement of the RFP. Currently, the city uses both operators on a rotation. The purpose of this process was to update the existing process and put a five-year agreement in place with an approved rotation. During the term of this agreement, the approved rotation is fixed, meaning if another business were to open in Burleson and meet the minimum requirements, they would not be able to participate unless this contract is rebid.

At the end of the term, staff will rebid the services and reevaluate for future needs.

OPTIONS:

- 1) Example: Approve the contract as presented
- 2) Example: Approve with changes
- 3) Example: Deny

RECOMMENDATION:

Approve a five year agreement.

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

June 1, 2002 adopting ordinance B-67B

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Justin Scharnhorst
Title: Purchasing Manager
jscharnhorst@burlesontx.com
817-426-9646

**WRECKER AGREEMENT BETWEEN
THE CITY OF BURLESON**

This Agreement is entered into by and between the City of Burleson, Texas, a home rule municipal corporation located in Tarrant County and Johnson County, Texas, hereinafter called "City," acting by and through its duly authorized City Manager, Bryan Langley, and

JDB Towing, LLC dba Beard's Towing, a Texas LLC, hereinafter called "Operator" acting by and through its duly authorized owner(s), James D Bennett Jr.

WHEREAS, the City of Burleson heretofore adopted Ordinances Numbers B-678 and 738 providing for regulations applicable to certain wrecker and towing services within the City of Burleson; and

WHEREAS, pursuant to Ordinances Numbers B-678 and 738, the City Council deems it in the best interests of the citizens of Burleson to enter into an agreement for the providing of wrecker services where needed pursuant to the exercise of the City's police and governmental powers.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I.

SCOPE

The City hereby contracts with Operator for the providing of emergency and non-emergency wrecker service requested by the City. Operator agrees to provide wrecker service pulls called by police authority to be towed to a designated impound area, such as illegally parked, inoperable or disabled vehicles, abandoned vehicles, vehicles involved in accidents where the owner is not able to request a wrecker and in situations where the vehicle driver is hospitalized or incarcerated.

II.

TERM

This Agreement shall be for a term of five years commencing on date the agreement becomes fully executed. Provided Operator is in compliance with the provisions of this Agreement. Notwithstanding the above, either party may cancel this Agreement upon 30 days written notice to the other party.

III.

PRIMARY WRECKER SERVICE

During the term of this Agreement and so long as Operator shall not be in default of any of its obligations hereunder, Operator shall be entitled to serve as a towing and storage provider for the towing and storage of motor vehicles requested by the City. The City shall utilize Operator, together with other operators awarded a contract with the City, on a rotation basis for requested police tows except in emergency situations or in situations requiring equipment, personnel or storage facilities that cannot be promptly provided by Operator, as determined by the City. The decision of whether to use additional wrecker services in emergency situations shall be made by the City's Police Chief or his/her designated representative in their sole discretion. In the event that Operator is unable to provide wrecker service as requested by the City, Operator shall immediately advise the Police Department in order that additional wrecker service may be procured. The City reserves the right to limit the number of operators in the approved rotation as determined to be in the City's best interest.

III.

OPERATOR'S OBLIGATIONS

In performing services under this Agreement, Operator agrees to comply with the following obligations:

A. Operator agrees to:

1. Operate wreckers and towed vehicles in a safe and secure manner;
2. respond to calls for wrecker service, 24 hours a day, seven days a week, within 30 minutes from request for service within the City and 35 minutes within a 10-mile radius, if called outside the City limits; and
3. Tow vehicles in compliance with the following:
 - a. Police and fire directed tows will be taken to the storage facility, or any other location as specified by the officer in charge.
 - b. All charges for wrecker service will be in accordance with contract rates.
 - c. Operator will not tow a vehicle when requested by the Police Department, unless there is a representative of the City at the scene. The City reserves the right, at the request of the Police Department or Fire Department to cancel any wrecker call prior to the driver hooking into the vehicle.

- B. Operator agrees not to recommend an owner use a particular body shop or garage. Towing equipment and vehicles will not contain advertisements for or make reference to

body shops and/or garages.

C. Operator shall not subcontract, sublet, or transfer any rights, responsibilities or duties under terms of this Agreement without the written approval of the City.

D. Throughout the term of this Agreement, Operator agrees that it shall:

1. Maintain in good standing, without any reduction in scope or authority, its certificates of convenience and necessity as issued by the Texas Department of Transportation and the United States Interstate Commerce Commission and shall maintain all other licenses, permits, certifications and approvals pursuant to state and federal regulations for the operation of its wrecker business, facility and equipment;
2. Employ and maintain a sufficient number of personnel to provide a minimum service of one wrecker unit at the time of a call for service; and
3. Keep all information required by this Agreement to be provided to the City updated and current.

E. Operator must maintain a storage facility within the City limits of Burleson during the of term of this agreement.

V.

EQUIPMENT

A. Operator agrees to provide at least one wrecker vehicle at least a ton and ½ in size and with the following equipment:

1. Each wrecker shall be equipped with a power or hand-operated winch line and boom or lifting device with a factory capacity of not less than 8,000 pounds single capacity hydraulic power.
2. Each wrecker shall carry as standard equipment safety chains, a fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a container to carry debris.
3. Each wrecker shall have inscribed on each side in letters not less than three inches in height the name, address and telephone number of the wrecker business.
4. Each wrecker shall be equipped so as to provide two-way voice communication by mobile telephone or radio with the Operator's base station at all times.

5. Each wrecker shall be equipped with overhead flashing emergency lights, visible from 1,000 feet.

B. Operator shall:

1. Provide a trailer, tilt-bed vehicle or other similar vehicle capable of handling the safe movement of motorcycles, front-wheel drive vehicles, and large vehicle component parts;
2. Provide or have immediate access to at least one wrecker capable of towing a tractor trailer or larger vehicle (Operator may satisfy this requirement by contractor with another business which provides such a wrecker. Operator shall provide proof of ability to access such a vehicle, i.e. by providing a copy of such a contract to City's Purchasing Manager);
3. Maintain all vehicles and equipment in a good working condition, subject only to replacement thereof in the normal course of business, in substantially equivalent form; and
4. Have ready access to sand or equivalent absorbing material to be used to soak up fluid spills at accident scenes of 25 gallons or less, if called to the scene of an accident; and
5. Completely remove from the street all debris, including broken glass, before leaving the accident site.

VI. STORAGE FACILITIES

- A. Operator shall take all vehicles towed pursuant to this Agreement to the Operator's storage facility, or to such location as directed by the City or as Operator and the vehicle owner may agree to. Operator shall maintain its storage facility in compliance with all applicable state laws and city ordinances and in a proper condition and state of repair, without the accumulation of vegetation, litter, trash and debris. Operator shall store and maintain all vehicles and/or vehicle parts in a neat and presentable condition and secured from unlawful tampering and vandalism.
- B. The storage facility must contain space for at least 10 vehicles
- C. All storage facilities operated by Operator shall comply with all legal requirements under law, including but not limited to Chapter 2303 of the Texas Occupations Code and Chapters 85 and 86 of Part 4, Title 16, of the Texas Administrative Code, and all storage facilities shall be operated as follows:
 1. Operator will pay the "VSF" (Vehicle Sales Fee) Application fee annually and will renew its license in accordance with the law.
 2. Storage facilities shall be completely enclosed by a fence at least six feet high with a gate, which is locked at all times, when the Operator or Operator's agent or employee is not at the storage lot.

3. Operator must pay for storage facility utilities and provide security for the pound and its contents.
4. No vehicle may be stored or kept at a licensed storage facility unless it is kept inside the fenced or enclosed area at all times.
5. No vehicle storage facility shall permit any tow truck that is not registered in accordance with all legal requirements, including under Texas Occupations Code, Chapter 2308, to enter onto the grounds of the facility.
6. Operator shall prohibit the possession or consumption of alcoholic beverages and/or illegal drugs on the storage facility premises at all times.

D. Operator shall ensure that the storage facility shall:

1. Maintain illumination levels adequate for nighttime release of vehicles. The term "adequate" shall mean sufficient to allow inspection of a vehicle for damage at the time of release. At a minimum, there must be one lighting fixture containing at least a 250-watt element for each $\frac{1}{4}$ acre of storage area;
2. Have a clearly visible and readable sign at its main entrance. The sign shall have letters at least two inches in height, with contrasting background, shall be visible at 10 feet, and shall contain the following information:
 - a. the registered name of the storage facility, as it appears on the vehicle storage facility license;
 - b. street address;
 - c. the telephone number for the owner to contact in order to obtain release of the vehicle;
 - d. the facility's hours, within one hour of which vehicles will be released to vehicle owners; and
 - e. the storage facility's state license number preceded by the phrase "VSF License Number";
3. Have a sign setting out the per diem charge for storage and all other fees, which may be charged by the storage facility, including notification and impoundment fees. This sign shall be located so it is clearly visible to a vehicle owner prior to paying the fees, with letters at least one inch in height, and a contrasting background;

4. Have a sign describing the instruments that may be presented by the vehicle owner or his/her authorized representative to obtain possession of the vehicle. This sign shall list all instruments as described in Chapter 85 of Part 4, Title 16, of the Texas Administrative Code. This sign shall be located so it is clearly visible to a vehicle owner at the place of payment, with letters at least one inch in height, and a contrasting background; and
5. Prominently display a sign notifying consumers and service recipients of the name, mailing address, and telephone number of the department for purposes of directing complaints regarding the vehicle storage facility to the Texas Department of Licensing and Regulation in accordance Chapter 85 of Part 4, Title 16, of the Texas Administrative Code.

(Operator may combine the signs described above, provided that the combination sign meets the requirements of each of the separate signs.)

- E. Operator shall maintain an office at its Storage Facility from 8 a.m. until 5 p.m., Monday through Friday (normal business hours). After hours, (hours between 5:01 p.m., Friday until 7:59 a.m., Monday) release of vehicles will be made within one hour after notice.

VII. FEES

- A. Unless otherwise agreed to in writing by the City, all fees charged by Operator for services for towing and impounding vehicles shall not exceed the fees set forth in Exhibit "A", attached hereto and incorporated herein. Upon payment of the charges set out herein, the Operator Shall release a towed vehicle to the owner thereof. No additional charges for calls or service in the City shall be made unless agreed to in, writing by the City.
- B. For consent tows, Operator and owner or operator shall work out their own price and the City shall not be responsible for supervision of this charge.
- C. Operator shall provide pick-up or towing services for police City vehicles within Tarrant or Johnson County at no charge to the City.
- D. Operator shall provide storage at no cost to the City for vehicles that are forfeited to the City pursuant to state or federal forfeiture laws. In those cases where the court awards the vehicle back to an owner, no storage fees will be charged for the period of time from the date of the tow to the date the vehicle is awarded by the court back to the owner. Operator may collect fees for storage after the date of the court order and other reasonable fees and towing charges.
- E. Operator agrees to negotiate fees it is owed if the City experiences exigent circumstances.
- F. The City shall not be responsible for any towing or storage fees for vehicles not owned by the City. Operator shall collect these fees directly from the owner or operator of the vehicle. In the event the owner or operator fails or refuses to pay applicable fees,

Operator may recoup its costs through the sale of the vehicle at public auction or in any other manner permitted by state law.

VIII.

RESPONSIBILITY FOR VEHICLES; INVENTORY

- A. Operator shall be responsible for all vehicles that are towed and any contents or personal property in those vehicles while they are in Operator's custody.
- B. Operator shall prepare and keep an inventory of all vehicles and the personal property within any towed vehicle or shall acknowledge the accuracy of any inventory prepared by a City police officer.

IX.

INDEPENDENT OPERATOR

The parties agree that Operator shall operate hereunder as an independent Operator as to all rights and privileges granted herein and not as an agent, representative, servant or employee of the City; that Operator shall be solely responsible for the acts and omissions of its officers, agents, Operators, Sub-Operators, servants and employees, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Operator.

X.

INSURANCE

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 combined coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage. The garage keepers liability insurance or tow truck cargo insurance, whichever

is maintained must provide limits of liability for any one loss of not less than fifty thousand dollars (\$50,000).

4. Contractor shall cause the City, its officers and employees to be named as additional insureds on such insurance policies. A copy of all such insurance policies shall be filed with the Purchasing Manager. Such insurance policies shall provide for 30 days' notice to the City of termination or change in coverage.

XI. INSPECTION

City employees and officials shall have the right of entry at reasonable times to inventory and inspect vehicles pulled at the direction of the City. Upon request, Operator shall be entitled to a copy of any inventory so taken.

XII. RECORDS AND ADMINISTRATIVE FORMS

- A. Operator shall prepare and issue in a proper and timely manner all necessary notices and forms required under applicable laws and ordinances, including, without limitation, the Texas Litter Abatement Act, the Texas Abandoned Motor Vehicle Act, and Chapter 2303, Texas Occupations Code, and the Texas Transportation Code, to provide adequate notification to owners and lienholders of motor vehicles which are towed and impounded and any attendant auction and sale of unclaimed or abandoned motor vehicles.
- B. Operator shall obtain a written authorization from the Police Department prior to the release of any vehicle towed at the request of the Police Department.
- C. Operator shall maintain accurate and proper documentation of all fees incurred and notices sent for purposes of verifying the accuracy of any fees charged and procedures implemented.
- D. Operator shall submit to the City's Police Department, a weekly activity report related to Operator's operations pursuant to this Agreement during the previous week. Operator shall submit each such report by 5:00 p.m. the Monday of the week following for which the report is submitted. This report shall contain, at a minimum, the following information:
 1. Number and listing of vehicles towed.
 2. Number and listing of vehicles released.
 3. Number and listing of vehicles currently in custody.
 4. Length of impoundment of vehicles.

5. Any disposition of vehicles not released to the owner.
 6. Such other information that may be required by the Police Chief.
- E. Operator must maintain written documentation regarding its operations for a period of two years from the date such operations occurred in accordance with Chapters 85 and 86 of Part 4, Title 16, of the Texas Administrative Code.
- F. Operator shall keep written records on each vehicle kept or stored at the vehicle storage facility containing:
1. the year, make, model, color, correct license plate number, state issuing the license, and correct vehicle identification number of the vehicle;
 2. the date, time, and location from which the vehicle was towed, and name of person who authorized the tow;
 3. the name of the tow truck driver, the name of the company that towed the vehicle, and the license plate numbers of the plates issued to the tow truck under the Texas Transportation Code;
 4. the date the vehicle was released, the name of the individual to whom the vehicle was released, and the type of identification (Texas driver's license or other state or federally issued photo identification), and identification number provided by the individual to whom the vehicle was released;
 5. the date of any vehicle transfer, and the address of the location to which it was transferred along with the name of the towing company and tow truck driver who made the transfer;
 6. a copy of any certificate of title issued after the vehicle came into the possession of the vehicle storage facility, any certificate of authority to demolish, any police auction sales receipt, or any transfer document issued by the State of Texas for the vehicle if vehicle ownership has been transferred due to any action of the vehicle storage facility, or if the vehicle has been disposed of or
 7. all amounts received at the time the vehicle was released, including the specific nature of each charge.
- G. Operator shall provide a computer service or other type of service to get information from the State on titles, ownership, etc.

XIII. AUCTIONS

- A. Operator will be responsible for storage facility vehicle auctions, and will supply the Police Department with a list of vehicles to be auctioned for written approval prior to any auction.
- B. Operator shall notify the vehicle owner and all recorded lienholders of the proposed disposal of the vehicle in accordance with all applicable laws, including but not limited to the Texas Administrative Code, the Texas Property Code, the Texas Transportation Code, and the Texas Occupations Code concerning notification.
- C. Operator shall keep under its care and custody complete and accurate records of any vehicle disposed of as required by law. These records shall include, but are not limited to:
 - 1. a copy of the VTR-265VSF form completed by the vehicle storage facility operator and provided to the vehicle buyer; and
 - 2. copies of all notifications issued to the vehicle owner and all recorded lienholders, regardless of whether the notifications were mailed or published.

XIV. RELEASE AND INDEMNIFICATION

A. Release.

OPERATOR, ITS PREDECESSORS, SUCCESSORS AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE CITY, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT, AND FUTURE AGENTS, EMPLOYEES, AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF THE CITY FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE WORK PERFORMED UNDER THIS AGREEMENT.

B. Indemnification.

OPERATOR 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 OPERATOR AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF OPERATOR, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM OPERATOR 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 OPERATOR 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 OPERATOR 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 OPERATOR.

OPERATOR 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 OPERATOR UNLESS OPERATOR HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. OPERATOR 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. OPERATOR 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 OPERATOR OR FOR WHOM OPERATOR IS LEGALLY LIABLE.

XV.

PERSONNEL

- A. Operator's employees shall not imply that they are employees of the City of Burleson.
- B. Operator agrees to be responsible for its personnel and to maintain the required standards. Operator agrees to maintain a comprehensive personnel file for each employee, both past and present, who operates a wrecker under this Agreement, and to provide the City with list of each employee.
- C. Operator shall ensure that its personnel are competent to handle people under stressful situations and courteous to the public. Operator shall ensure that the dress and appearance of all personnel is professional.
- D. Operator shall ensure that wrecker drivers responding to, or on site of a police call for service, shall not be under the influence, in possession of, or consuming alcohol or illegal drugs.

XVI.

DEFAULT

- A. In the event that Operator should breach any of the terms or conditions of this Agreement or should otherwise be in default of any of its obligations pursuant to this Agreement, the City shall have the right to terminate this Agreement as provided herein. Upon the occurrence of any event of default, the City shall provide 30 days written notice to Operator of the default. In the event that Operator fails or refuses to cure the conditions of default within said 30-day period, the City may, in writing, immediately declare this Agreement terminated.
- B. No waiver by the City of any default in the obligations of the Operator hereunder shall constitute in any form an estoppel of the City from at any time asserting or reasserting any such default, it being clearly understood and agreed by the parties hereto that no such waiver or estoppel shall occur except by written agreement duly authorized and signed by the City Manager.

XVII.

NOTICES

Notices required to be delivered pursuant to this Agreement shall be sufficient if personally delivered or sent by certified mail in the United States Mail, postage pre-paid to the appropriate party at the following address:

If to City: City of Burleson
 141 West Renfro
 Burleson, Texas 76028
 Attention: City Manager

If to Operator: JDB Towing, LLC dba Beard's Towing
 P.O. Box 737
 Kennedale, Texas 76060

XVIII.
STATE REGULATIONS

Operator agrees that it will comply with any valid and applicable state law, rule, or regulation, including the provisions of the Texas Towing and Booting Act, Chapter 2308 Texas Occupations Code. No provision of this Agreement shall be construed to obligate the Operator to violate state law or any valid and applicable rule or regulation adopted thereunder.

XIX.
CERTIFICATIONS

Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- 1) Pursuant to Section 2271.002 of the Texas Government Code, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2) Pursuant to SB 13, 87th Texas Legislature, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 3) Pursuant to SB 19, 87th Texas Legislature, Operator 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. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 4) Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Operator certifies Operator (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Operator acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

XX.
MISCELLANEOUS

- A. This Agreement constitutes the entire agreement between the parties and may not be modified or amended except by written agreement signed by the parties hereto.
- B. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance or nonperformance of this Agreement, venue for said action shall be in Johnson County, Texas.
- C. This Agreement shall not be construed against the drafting party.

- D. It is expressly agreed by the parties that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed made for the benefit of any third party.
- E. Operator may not assign this Agreement without the written consent of City.
- F. Operator expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law.

EXECUTED this 25 day of July, 2022.

OPERATOR

CITY OF BURLESON

By: 

By: _____

Bryan Langley, City Manager

ATTEST: 

ATTEST: _____

Notary Public in and for
the State of Texas

City Secretary

Chloe Borden

Typed/Printed Name of Notary Public

My Commission Expires: 3/26/2024

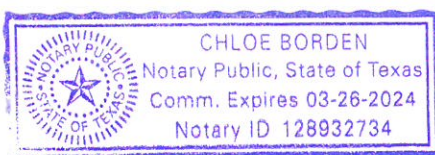


Exhibit A

DESCRIPTION	UOM	UNIT PRICE
1. Price for all privately owned passenger automobiles, ambulances, limousines, and all other vehicles having a rated capacity of 10,000 GVW or less , including motorcycles, towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or the Burleson Police Department (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$ 272.00 See Attached Scheduled
2. Price for all privately owned vehicles having a rated capacity from 10,001-39,999 GVW towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	See Attached Schedule
3. Price for all privately owned vehicles having a rated capacity of 40,000 GVW or greater towed to any storage facility within the city limits of Burleson or to Vendor's storage facility, by request of the owner or City Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	See Attached Schedule
4. At the Police Department's request, price for privately owned vehicles having a rated capacity of 10,000 GVW or less , towed to the Burleson Police Dept located at 1161 SW Wilshire, for evidence processing with subsequent towing of the same vehicle to Vendor's storage facility or some other location within the City of Burleson as designated by the City Police Dept (unit price shall include all mileage, hook-up and disconnect fees) <small>**Vehicles picked up at BPD by vehicle owner will be the responsibility of the vehicle owner to pay the initial tow fee prior to claiming the vehicle to Vendor.</small>	EA	Initial tow is No Charge to City Vehicle owner will be charged in accordance to these rates, when additional tow is done from BPD to Vendor's storage facility. ** see notes to left**
5. Price for winching or off-road recovery	HR	\$200.00/hr
6. Price for the use of dollies or flat bed	EA	\$ included in tow price
7. Price for up-righting an overturned vehicle	EA	\$250.00/hr (1 hr min)
8. Price for installing or uninstalling wheel lock boot (per call out)	EA	\$ not applicable
9. Price for high water recovery (knee-deep or higher)	EA	\$ 250.00/hr (1 hr min)
10. Price for privately-owned vehicles, having a rated capacity of 10,000 GVW or less , stored at Vendor's secured storage facility, by request of the Police Dept <small>**up to 25ft in length, per state law</small>	Per day	\$ 21.03** Increasing as state law allows
11. Price for privately-owned vehicles, having a rated capacity of over 10,000 GVW , stored at Vendor's secured storage facility, by request of the Police Dept <small>**over 25ft in length, per state law</small>	Per day	\$ 36.80** Increasing as state law allows
12. Price for all City owned vehicles towed to the City of Burleson Fleet Services Dept, located at 725 SE John Jones (unit price shall include all mileage, hook-up and disconnect fees)	EA	varies depending on where vehicle has been picked up from, starting rate for light duty vehicle is \$97.75 if local tow within the City

FEE SCHEDULE ATTACHMENT

A. TOWING FEES

MAXIMUM ALLOWABLE CHARGE FOR TOWING: The maximum charge includes compensation for all equipment and services associated with a basic towing service, including but not limited to: hooking up, winching, loading, towing, debris clean-up, and wait time unless specifically stated otherwise. All additional time charges must be charged in quarter-hour increments and do not begin until the truck has been on the scene for one-quarter hour. The first quarter hour is included in the basic towing service charge.

1. Towing in response to Dispatch from the Towing Rotation List

Basic Towing Service (up to 10,000 pounds).....	\$ 272.00
Additional Time if Damaged Vehicle Present	\$50/Quarter Hour
Mileage (inside the City limits)	\$0/Mile
Loaded Mileage (outside the City limits)	\$3.50/Mile
Fuel Adjustment.....	Not to exceed amount in chart below
Vehicle Recovery.....	\$250/Hour, 1 Hour Minimum

2. Towing in response to Dispatch requesting a Heavy-Duty Tow Truck:

Basic Towing Service (more than 10,000 pounds).....	\$450.00/hour, 2 hour minimum
Accident scene with damaged vehicle(s).....	\$450.00/hour, 2 hour minimum
Specialty Equipment	\$550.00/hour, 2 hour minimum
Rotator Wrecker.....	\$750.00/hour, 2 hour minimum
Fuel Adjustment.....	Not to exceed amount in chart below
Cargo Recovery: (including off-loading)	
Helpers	\$120/hour, 2 hour minimum
IM Supervisors.....	\$250/hour, 2 hour minimum

Additional compensation for recovery and/or salvage of cargo may be negotiated between the Tow Company and Motor Vehicle Owner or cargo owner. Any such negotiated amount is separate from and in addition to compensation for Towing Services.

3. Maximum Towing Charge for Additional Wrecker.....Same rate as listed above

4. Fuel Adjustment Amounts. Towing company may charge a fuel adjustment based upon the most recent fuel purchase price. Fuel adjustments are calculated as a percentage of the tow service fee listed above. The percentages that may be charged are as follows:

Diesel Fuel Price	Percent of Basic Tow Fee
Less than \$2.50 per gallon	0%
\$2.51 to \$3.00 per gallon	10%
\$3.01 to \$4.00 per gallon	15%
\$4.01 to \$4.50 per gallon	18%
\$4.51 to \$5.00 per gallon	20%
\$5.01 to \$5.50 per gallon	22%
\$5.51 or higher	25%

B. STORAGE FEES

- a. Storage fees are defined in Texas Administrative Code Title 16, Part 4, Chapter 85, Rule 85.72

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:
2022-914412

Date Filed:
07/25/2022

Date Acknowledged:

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

JDB Towing, LLC dba Beard's Towing
Fort Worth, TX United States

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

Burleson Police 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.

RFP 2022-004
Wrecker 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 James D. Bennett Jr., and my date of birth is [REDACTED].

My address is 1653 Houston Rd., Burleson, TX, 76028, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of Texas, on the 25 day of July, 2022.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: September 19, 2022

SUBJECT:

Consider approval of an ordinance authorizing a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of the ordinance to the company and ACSC's legal counsel. (Final Reading) *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

SUMMARY:

Background

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC's

consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Ordinance before September 30, 2022.

Rate Tariffs

Atmos generated rate tariffs attached to the Ordinance will generate \$115 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

Bill Impact

The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent. Atmos provided bill impact comparisons containing this figures.

Summary of ACSC's Objection to the Utilities Code Section 104.301 GRIP Process

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM Savings Over GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$73.22	-
DARR:	\$71.96	(\$1.26)
ATM Cities:	\$78.72	\$5.50
Environs:	\$78.53	\$5.31

Note: DARR rate is as-filed 1/22/22. Also note that DARR uses a test year ending in September rather than December.

Conclusion

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.3 million in additional system-wide revenues, the RRM settlement at \$115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Ordinance before September 30, 2022. New rates become effective October 1, 2022.

OPTIONS:

- 1) Approve the ordinance.
- 2) Deny the ordinance.

RECOMMENDATION:

None.

FISCAL IMPACT:

n/a

STAFF CONTACT:

Matt Ribitzki
Deputy City Attorney/Compliance Manager
mribitzki@burlesontx.com
817-426-9664

Ordinance Approving the Settlement on the Atmos 2022 Rate Review Mechanism Filing

PRESENTED TO THE CITY COUNCIL ON
SEPTEMBER 6, 2022

The Settlement of the 2022 Atmos RRM Filing

- The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division, is a member of the Atmos Cities Steering Committee.
- On April 1, 2022, the Atmos filed a rate adjustment request. Atmos claimed that it's entitled to additional system-wide revenues of \$141.3 million.
- The Steering Committee negotiated with Atmos, and recommend a settlement at \$115 million in additional revenues.
- The effective date for the new rates is October 1, 2022, so any ordinance approving the settlement must be approved by September 30th.
- The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent.
- Residents in the City and other member cities of ACSC maintain an economic monthly advantage on their Atmos bill over other residents served by Atmos Mid-Tex.

The Settlement of the 2022 Atmos RRM Filing

Approve or Deny an Ordinance:

- Authorizing a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 rate review mechanism filing
- Staff recommends approval

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Burleson, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

ORDINANCE

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

ORDINANCE

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$115 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2022 RRM filing.

ORDINANCE

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

ORDINANCE

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
BURLESON, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF ____
_____, 2022.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney

ORDINANCE

ATTACHMENT 1

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 21.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 21.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 63.50 per month
Rider CEE Surcharge	(\$ 0.01) per month ¹
Total Customer Charge	\$ 63.49 per month
Commodity Charge – All Ccf	\$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ORDINANCE

ATTACHMENT 2

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,715,323	\$ 982,708	\$ 3,137,022	\$ 313,319	\$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	\$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	\$ 612,700		\$ 931,100			\$ 1,543,800
14	Total Post-Employment Benefit Plan		\$ 351,016			\$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				\$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 612,700	\$ 351,016	\$ 931,100	\$ 34,465	\$ (101,335)	\$ 1,827,946

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: September 19, 2022

SUBJECT:

Consider approval of a resolution approving and accepting the bid from Ferguson Enterprises, LLC. for pipe and appurtenances for one year in the amount not to exceed \$139,100. (*Staff Contact: Eric Oscarson, Director of Public Works*)

SUMMARY:

The Water and Wastewater divisions of Public Works purchase a variety of materials that facilitate maintenance and operation of the water and wastewater systems each year. The materials include many water related items such as pipe, pipe fittings, fire hydrants, valves and various sewer related items. This bid provides a per unit price for these items. The quantities for each item are estimated based upon prior years purchase volumes. The exact quantities purchased will be based upon maintenance and operational needs.

During the May 16, 2022 City Council meeting (as detailed in below Prior Action section) City Council rejected the sole received bid for pipe and appurtenances and directed staff to list an invitation to bid at a later date.

The Purchasing Division of the Legal Department opened bids for purchase ITB 2022-020 on August 8, 2022 via virtual meeting. Bid requests were sent to all vendors registered to do business with the City of Burleson for these commodities. The bid was also advertised in the Fort Worth Star-Telegram newspaper on July 22, 2022 and July 29, 2022. The initial contract period is October 1, 2022 through September 30, 2023 with up to four (4) annual renewals. Annual renewals will require City Council approval each and every year. If all successive one-year terms occur then ending life of the contract is September 30, 2027. Three vendors submitted bids, Ferguson Enterprises LLC, Core and Main, L.P., and Fortiline Inc. City staff analyzed the bids provided by the vendors. The vendor with the lowest overall cost is recommended for award.

While this is a unit cost agreement, due to market volatility this agreement is unique compared to previous pipe and appurtenance agreements in that it allows the vendor to submit pricing adjustments on a quarterly basis instead of annually. Any requested adjustments by the vendor will be reviewed and approved by city staff.

OPTIONS:

- 1) Approve of a resolution approving and accepting the bid from Ferguson Enterprises LLC for pipe and appurtenances for one year in the amount not to exceed \$139,100.00.

- 2) Deny the resolution.

RECOMMENDATION:

Approve of a resolution approving and accepting the bid from Ferguson Enterprises LLC for pipe and appurtenances for one year in the amount not to exceed \$139,100.00.

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

City Council took prior action related to this item in the May 16, 2022 City Council meeting.

The Purchasing Division of the Legal Department opened bids for ITB 2022-008 Pipe & Appurtenance on April 25, 2022, at City Hall. Bid requests were sent to all vendors registered to do business with the City of Burleson for these commodities. The bid was also advertised in the Fort Worth Star-Telegram newspaper on April 10, 2022 and April 17, 2022. However, only one vendor, Core and Main, LP, submitted a bid. City staff analyzed the bid and contacted other vendors that did not bid to ascertain reasons why. Uncertainty of their costs from manufacturers during this time of market volatility is the primary reason only one bid was submitted. Based upon an approximately 51% elevated price per unit of the single bid received versus previous year's bid and that other vendors were unwilling to bid due to market volatility, staff recommended rejecting the single bid received by Core and Main, LP.

City Council rejected the bid and directed staff to list an invitation to bid for the Pipe & Appurtenance contract at a later date.

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: Water/Wastewater
Full Account #s: 401-4041-511.41-10
Amount: \$74,621.00

Budgeted Y/N: Y
Fund Name: Water/Wastewater
Full Account #s: 401-4041-511.41-13
Amount: \$15,364.00

Budgeted Y/N: Y
Fund Name: Water/Wastewater
Full Account #s: 401-4042-511.41-11
Amount: \$27,344.00

Budgeted Y/N: Y
Fund Name: Water/Wastewater
Full Account #s: 401-4041-511.78-02
Amount: \$21,771.00

STAFF CONTACT:

Name: Eric Oscarson
Title: Director of Public Works
eoscarson@burlesontx.com
817-426-9837

Annual Contract

Pipe & Appurtenances



Background

- Contract is to purchase various water and wastewater parts such as pipe, pipe fittings, fire hydrants, valves and manhole rings and lids
- Latest contract expired June 21, 2022
- Previous City Council action on this item
May 16, 2022 City Council meeting
City Council rejected the sole bid received and directed staff to list an invitation to bid at a later date
Consensus among non-bidding vendors as to why they did not submit a bid was due to uncertainty of their cost from manufacturers in time of market volatility

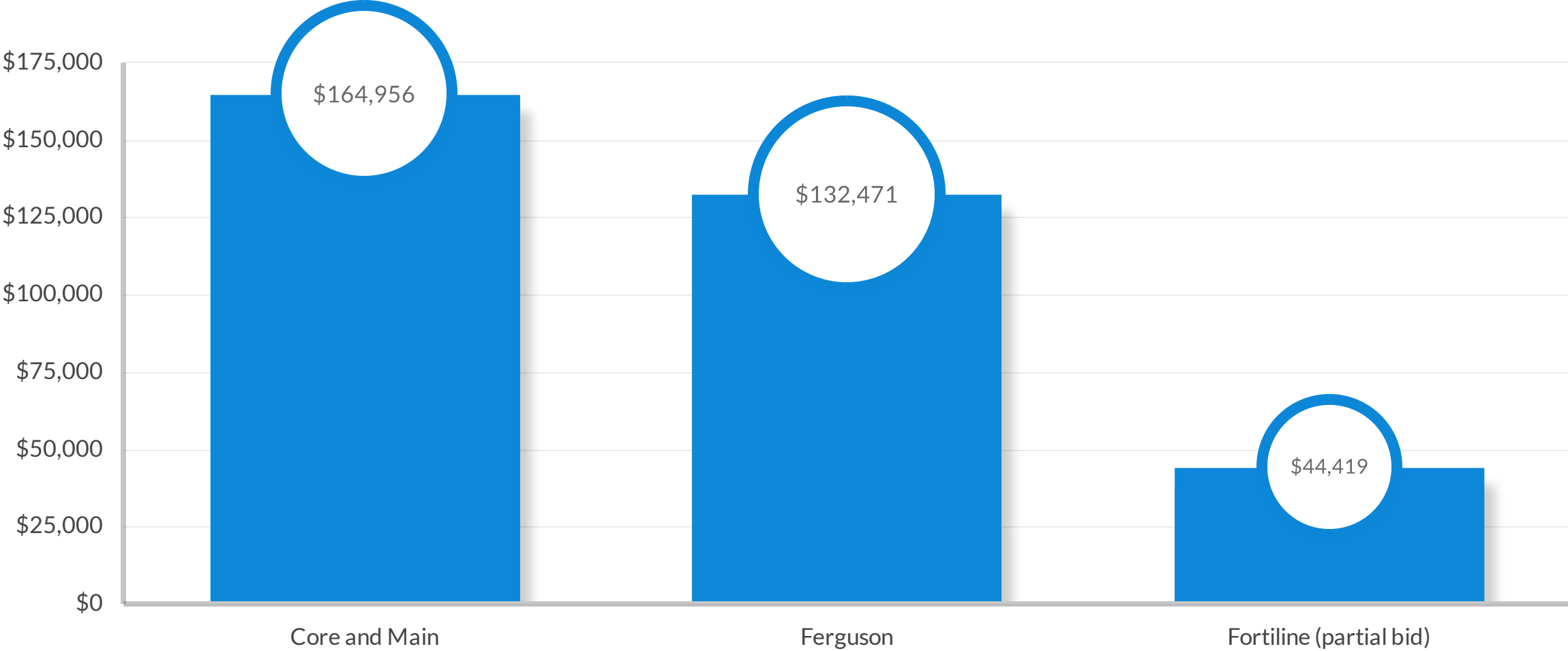


Background (cont'd)

- Proposed Pipe & Appurtenances Contract - ITB 2022-020
 - Unit price contract with Ferguson Enterprises, LLC
 - Due to market volatility vendor has the option to submit for price adjustments quarterly, pending city staff review and approval
- One-year initial contract with up to four (4) one-year renewals
 - Initial contract October 1, 2022 through September 30, 2023
 - Any annual renewals require City Council approval each and every year
 - If all renewals are realized then last renewal ends September 30, 2027
- Bids
 - Published in Fort Worth Star-Telegram (July 22nd and July 29th, 2022)
 - Three vendors bid (Ferguson Enterprises, LLC, Core and Main, L.P. and Fortiline Inc.)
 - Fortiline Inc. submitted very partial bid and is not considered



Bid Tabulation



Action Requested

recommended



Approve of a resolution approving and accepting the bid from Ferguson Enterprises LLC for pipe and appurtenances for one year in the amount not to exceed \$139,100.



Deny the resolution.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING A BID FROM FERGUSON ENTERPRISES, LLC FOR PIPE AND APPURTENANCES.

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 issued a request for bids in bid reference number 2022-020 for pipe and appurtenances that closed on August 8, 2022 at 3:00 pm; and

WHEREAS, the City Council desires to approve and accept a bid from Ferguson Enterprises, LLC. as the best value.

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

Section 1.

The City Council hereby approves and accepts the bid of Ferguson Enterprises, LLC. for pipe and appurtenances.

Section 2.

Funding for these expenditures shall not exceed \$139,100.00.

Section 3.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

PIPE AND APPURTENANCE

BRASS LOW LEAD NON COMPRESSION										Ferguson		Core and Main		Fortline	
COB #	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for 10.44.2020	COST	TOTAL	COST	TOTAL	COST	TOTAL	COST	TOTAL
A001	1/2" SPT COPPER	TYPE R SPT COPPER (PT) DOMESTIC ONLY						\$ 5.95		\$ 7.51					
A002	1/2" SPT COPPER	TYPE R SPT COPPER (PT) DOMESTIC ONLY					625	\$ 3,789.25		\$ 4,801.25		\$ 6,251.25			
A003	1/2" HARD COPPER	TYPE R HARD COPPER (PT)					1	\$ 3.65		\$ 3.65		\$ 3.65			
A004	1/2" HARD COPPER	TYPE R HARD COPPER (PT)					50	\$ 18.25		\$ 764.50		\$ 947.00			
A005	1/2" BRASS COUPLING	FORD BL1-123V-NL	OR	MUELLER B02435N			60	\$ 25.32		\$ 1,519.20		\$ 1,519.20			
A006	1/2" X 1/2" BRASS CURB STOP (ALONG)	FORD BHT-233W-NL	OR	MUELLER B02000N			1	\$ 58.63		\$ 58.63		\$ 58.63			
A007	1/2" X 1/2" BRASS CURB STOP (REGULAR)	FORD BHT-233W-NL	OR	MUELLER B02000N			1	\$ 58.63		\$ 58.63		\$ 58.63			
A008	1/2" X 1/2" BRASS CURB STOP (W/ SWIVEL NUT)	FORD BHT-233W-NL	OR	MUELLER B02000N			1	\$ 58.63		\$ 58.63		\$ 58.63			
A009	1/2" BRASS 1/2" STREET JO	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A010	1/2" BRASS 1/2" FEMALE X FEMALE JO	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A011	1/2" BRASS 1/2" FEMALE X FEMALE JO	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A012	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A013	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A014	1/2" X 1/2" BRASS CURB STOP (W/ SWIVEL NUT)	FORD BHT-233W-NL	OR	MUELLER B02000N			1	\$ 58.63		\$ 58.63		\$ 58.63			
A015	1/2" X 1/2" BRASS CURB STOP (W/ SWIVEL NUT)	FORD BHT-233W-NL	OR	MUELLER B02000N			1	\$ 58.63		\$ 58.63		\$ 58.63			
A016	1/2" BRASS 1/2" STREET JO	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A017	1/2" BRASS 1/2" FEMALE X FEMALE JO	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A018	1/2" BRASS 1/2" FEMALE X FEMALE JO	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A019	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A020	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A021	1/2" X 1/2" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47160N	OR	DOMESTIC	1	\$ 14.90		\$ 14.90		\$ 14.90			
A022	1/2" X 1/2" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47160N	OR	DOMESTIC	1	\$ 14.90		\$ 14.90		\$ 14.90			
A023	1/2" X 1/2" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47160N	OR	DOMESTIC	1	\$ 14.90		\$ 14.90		\$ 14.90			
A024	1/2" X 1/2" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47160N	OR	DOMESTIC	1	\$ 14.90		\$ 14.90		\$ 14.90			
A025	1/2" X 1/2" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47160N	OR	DOMESTIC	1	\$ 14.90		\$ 14.90		\$ 14.90			
A026	1/2" X 1/2" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47160N	OR	DOMESTIC	1	\$ 14.90		\$ 14.90		\$ 14.90			
A027	1/2" X 1/2" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47160N	OR	DOMESTIC	1	\$ 14.90		\$ 14.90		\$ 14.90			
A028	1/2" X 1/2" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47160N	OR	DOMESTIC	1	\$ 14.90		\$ 14.90		\$ 14.90			
A029	1/2" X 1/2" BRASS HEX BUSHING	FORD C18-34-NL	OR	MUELLER 47160N	OR	DOMESTIC	1	\$ 14.90		\$ 14.90		\$ 14.90			
A030	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A031	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A032	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A033	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A034	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A035	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A036	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A037	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A038	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A039	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A040	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A041	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A042	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A043	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A044	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A045	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A046	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A047	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A048	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A049	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A050	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A051	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A052	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A053	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A054	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A055	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A056	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A057	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A058	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A059	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A060	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A061	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			
A062	1/2" BRASS 1/2" COUPLING	DOMESTIC					1	\$ 15.51		\$ 15.51		\$ 15.51			

BRASS LOW LEAD COMPRESSION															
COB #	Description	Specification	OR	Specification	OR	Specification	Historical quantity / potential estimate for 10.44.2020	COST	TOTAL	COST	TOTAL	COST	TOTAL	COST	TOTAL
B001	1/2" GUCTS INLINE BALLHEAD	FORD U48-33-S-G-NL	OR	MUELLER G14250N			1	\$ 46.76		\$ 46.76		\$ 46.76		\$ 46.76	
B002	1/2" GUCTS ANGLE BALLHEAD	FORD U48-33-S-G-NL	OR	MUELLER G14250N			1	\$ 46.76		\$ 46.76		\$ 46.76		\$ 46.76	
B003	1/2" GUCTS ANGLE BALLHEAD	FORD U48-33-S-G-NL	OR	MUELLER G14250N			1	\$ 46.76		\$ 46.76		\$ 46.76		\$ 46.76	
B004	1/2" GUCTS INLINE CURB STOP (W/ SWIVEL NUT)	FORD B41-333V-G-NL	OR	MUELLER G14250N			1	\$ 53.78		\$ 53.78		\$ 53.78		\$ 53.78	
B005	1/2" GUCTS INLINE CURB STOP	FORD B41-333V-G-NL	OR	MUELLER G14250N			1	\$ 53.78		\$ 53.78		\$ 53.78		\$ 53.78	
B006	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD KVA3-333V-G-NL	OR	MUELLER G14250N			1	\$ 42.12		\$ 42.12		\$ 42.12		\$ 42.12	
B007	1/2" GUCTS X MALE 1/2"	FORD C18-34-NL	OR	MUELLER G14250N			1	\$ 16.87		\$ 16.87		\$ 16.87		\$ 16.87	
B008	1/2" GUCTS X FEMALE 1/2"	FORD C18-34-NL	OR	MUELLER G14250N			1	\$ 16.87		\$ 16.87		\$ 16.87		\$ 16.87	
B009	1/2" GUCTS X MALE 1/2" (30)	FORD C18-34-NL	OR	MUELLER G14250N			1	\$ 16.87		\$ 16.87		\$ 16.87		\$ 16.87	
B010	1/2" GUCTS X FEMALE 1/2" (30)	FORD C18-34-NL	OR	MUELLER G14250N			1	\$ 16.87		\$ 16.87		\$ 16.87		\$ 16.87	
B011	1/2" GUCTS COUPLING	FORD C18-34-NL	OR	MUELLER G14250N			1	\$ 16.87		\$ 16.87		\$ 16.87		\$ 16.87	
B012	1/2" GUCTS COUPLING	FORD C18-34-NL	OR	MUELLER G14250N			6	\$ 24.39		\$ 146.22		\$ 24.39		\$ 146.22	
B013	1/2" GUCTS X MALE 1/2" (30)	FORD C18-34-NL	OR	MUELLER G14250N			2	\$ 33.74		\$ 203.13		\$ 33.74		\$ 203.13	
B014	1/2" GUCTS X FEMALE 1/2" (30)	FORD C18-34-NL	OR	MUELLER G14250N			2	\$ 33.74		\$ 203.13		\$ 33.74		\$ 203.13	
B015	1/2" GUCTS COUPLING	FORD C18-34-NL	OR	MUELLER G14250N			13	\$ 219.01		\$ 1,336.54		\$ 219.01		\$ 1,336.54	
B016	1/2" GUCTS COUPLING	FORD C18-34-NL	OR	MUELLER G14250N			13	\$ 219.01		\$ 1,336.54		\$ 219.01		\$ 1,336.54	
B017	1/2" GUCTS COUPLING	FORD C18-34-NL	OR	MUELLER G14250N			13	\$ 219.01		\$ 1,336.54		\$ 219.01		\$ 1,336.54	
B018	1/2" GUCTS COUPLING	FORD C18-34-NL	OR	MUELLER G14250N			13	\$ 219.01		\$ 1,336.54		\$ 219.01		\$ 1,336.54	
B019	1/2" GUCTS ANGLE BALLHEAD	FORD U48-33-S-G-NL	OR	MUELLER G14250N			3	\$ 140.28		\$ 853.71		\$ 140.28		\$ 853.71	
B020	1/2" GUCTS ANGLE BALLHEAD	FORD U48-33-S-G-NL	OR	MUELLER G14250N			3	\$ 140.28		\$ 853.71		\$ 140.28		\$ 853.71	
B021	1/2" GUCTS ANGLE BALLHEAD	FORD U48-33-S-G-NL	OR	MUELLER G14250N			3	\$ 140.28		\$ 853.71		\$ 140.28		\$ 853.71	
B022	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B023	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B024	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B025	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B026	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B027	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B028	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B029	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B030	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B031	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B032	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B033	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B034	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B035	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B036	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B037	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B038	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B039	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B040	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B041	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B042	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B043	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B044	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B045	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B046	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B047	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B048	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B049	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B050	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B051	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B052	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B053	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B054	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B055	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B056	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B057	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B058	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B059	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B060	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B061	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B062	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B063	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B064	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B065	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B066	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B067	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B068	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B069	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B070	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B071	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B072	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B073	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B074	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B075	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B076	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B077	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B078	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B079	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B080	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B081	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELLER G14250N			1	\$ 107.91		\$ 647.46		\$ 107.91		\$ 647.46	
B082	1/2" GUCTS ANGLE CURB STOP (W/ SWIVEL NUT)	FORD B41-444V-G-NL	OR	MUELL											

C026	3" MEGA LUGS FOR D.I. PIPE	MEGA LUGS				1	\$	23.82	\$	23.82	\$	38.38	\$	48.73	No Bid	No Bid
C027	3" MEGA LUGS WITH BOLT & GASKET SET FOR PIPE	MEGA LUGS	AND	INCLUDES BOLT AND GASKET SET		1	\$	42.40	\$	42.40	\$	71.35	\$	89.19	No Bid	No Bid
C028	3" MEGA LUGS FOR PVC	MEGA LUGS				1	\$	38.97	\$	38.97	\$	62.29	\$	78.36	No Bid	No Bid
C029	3" MEGA LUGS FOR PVC	MEGA LUGS				1	\$	37.95	\$	37.95	\$	61.35	\$	76.68	No Bid	No Bid
C030	3" MEGA LUGS FOR PVC	MEGA LUGS				1	\$	54.92	\$	54.92	\$	89.35	\$	117.44	No Bid	No Bid
C031	3" MEGA LUGS FOR PVC	MEGA LUGS				1	\$	100.95	\$	100.95	\$	164.50	\$	211.99	No Bid	No Bid
C032	3" MEGA LUGS FOR PVC	MEGA LUGS				1	\$	109.37	\$	109.37	\$	175.15	\$	223.95	No Bid	No Bid
C033	3" MEGA LUGS FOR PVC	MEGA LUGS				1	\$	242.44	\$	242.44	\$	395.73	\$	495.91	No Bid	No Bid

LEAK CLAMPS										
COB #	Description	Specifications	Specifications	Historical quantity / potential estimate (per 100 ft of contract)	COST	TOTAL	COST	TOTAL	COST	TOTAL
C001	3" X 12" FULL CIRCLE CLAMP	SMITH-BLAIN		1	\$ 132.89	\$ 132.89	\$ 189.56	\$ 189.56	No Bid	No Bid
C002	3" X 12" FULL CIRCLE CLAMP	SMITH-BLAIN		1	\$ 164.77	\$ 164.77	\$ 244.57	\$ 244.57	No Bid	No Bid
C003	3" X 12" FULL CIRCLE CLAMP	SMITH-BLAIN	10	10	\$ 109.50	\$ 1,099.50	\$ 1,212.27	\$ 2,832.10	No Bid	No Bid
C004	3" X 12" FULL CIRCLE CLAMP (W/ 1" CC TAP)	SMITH-BLAIN		4	\$ 213.99	\$ 848.24	\$ 948.32	\$ 948.32	No Bid	No Bid
C005	3" X 24" FULL CIRCLE CLAMP	SMITH-BLAIN		3	\$ 264.54	\$ 793.62	\$ 902.33	\$ 1,158.60	No Bid	No Bid
C006	3" X 24" FULL CIRCLE CLAMP	SMITH-BLAIN		3	\$ 354.23	\$ 1,062.69	\$ 1,212.16	\$ 1,212.16	No Bid	No Bid
C007	3" X 12" FULL CIRCLE CLAMP	SMITH-BLAIN	9	9	\$ 213.99	\$ 1,925.91	\$ 2,139.90	\$ 2,139.90	No Bid	No Bid
C008	3" X 12" FULL CIRCLE CLAMP (W/ 1" CC TAP)	SMITH-BLAIN		1	\$ 238.87	\$ 238.87	\$ 358.32	\$ 358.32	No Bid	No Bid
C009	3" X 16" FULL CIRCLE CLAMP	SMITH-BLAIN		1	\$ 258.59	\$ 258.59	\$ 387.99	\$ 387.99	No Bid	No Bid
C010	3" X 24" FULL CIRCLE CLAMP	SMITH-BLAIN		1	\$ 319.72	\$ 319.72	\$ 541.84	\$ 541.84	No Bid	No Bid
C011	10" X 12" FULL CIRCLE CLAMP	SMITH-BLAIN		1	\$ 277.60	\$ 277.60	\$ 397.75	\$ 397.75	No Bid	No Bid
C012	10" X 12" FULL CIRCLE CLAMP (W/ 1" CC TAP)	SMITH-BLAIN		1	\$ 277.32	\$ 277.32	\$ 384.16	\$ 384.16	No Bid	No Bid
C013	12" X 12" FULL CIRCLE CLAMP	SMITH-BLAIN		1	\$ 358.97	\$ 358.97	\$ 497.24	\$ 497.24	No Bid	No Bid
C014	12" X 12" FULL CIRCLE CLAMP (W/ 1" CC TAP)	SMITH-BLAIN		1	\$ 395.24	\$ 395.24	\$ 574.04	\$ 574.04	No Bid	No Bid

TAPPING SADDLES		Specifications		Specifications		Historical quantity / potential estimate <i>(per 100 ft of contract)</i>		COST		TOTAL		COST		TOTAL		COST		TOTAL	
COB ID	Description																		
E001	3" X 3/4" CO. THREAD	SMITH-BLAIN							\$	51.95		51.95		\$	84.84		No Bid		No Bid
E002	4" X 3/4" CO. THREAD	SMITH-BLAIN							\$	51.48		51.48		\$	97.88		No Bid		No Bid
E003	3" X 3/4" CO. THREAD	SMITH-BLAIN							\$	59.14		59.14		\$	110.05		No Bid		No Bid
E004	3" X 3/4" CO. THREAD	SMITH-BLAIN							\$	68.88		68.88		\$	127.25		No Bid		No Bid
E005	10" X 3/4" CO. THREAD	SMITH-BLAIN							\$	83.85		83.85		\$	134.88		No Bid		No Bid
E006	10" X 3/4" CO. THREAD	SMITH-BLAIN							\$	86.88		86.88		\$	142.44		No Bid		No Bid
E007	3" X 1" CO. THREAD	SMITH-BLAIN							\$	53.59		53.59		\$	599.03		No Bid		No Bid
E008	3" X 1" CO. THREAD	SMITH-BLAIN							\$	57.40		57.40		\$	97.70		No Bid		No Bid
E009	3" X 1" CO. THREAD	SMITH-BLAIN							\$	55.14		55.14		\$	111.03		No Bid		No Bid
E010	3" X 1" CO. THREAD	SMITH-BLAIN							\$	68.88		68.88		\$	127.25		No Bid		No Bid
E011	3" X 1" CO. THREAD	SMITH-BLAIN							\$	68.88		68.88		\$	127.25		No Bid		No Bid
E012	12" X 1" CO. THREAD	SMITH-BLAIN							\$	66.65		66.65		\$	131.03		No Bid		No Bid
E013	3" X 2" P. THREAD	SMITH-BLAIN							\$	62.91		62.91		\$	111.33		No Bid		No Bid
E014	10" X 2" P. THREAD	SMITH-BLAIN							\$	68.88		68.88		\$	127.25		No Bid		No Bid
E015	3" X 2" P. THREAD	SMITH-BLAIN							\$	62.95		62.95		\$	681.91		No Bid		No Bid
E016	10" X 2" P. THREAD	SMITH-BLAIN							\$	68.88		68.88		\$	127.25		No Bid		No Bid
E017	12" X 2" P. THREAD	SMITH-BLAIN							\$	115.74		115.74		\$	175.35		No Bid		No Bid

COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate for 100 ft of contract	COST	TOTAL	COST	TOTAL	COST	TOTAL	
F001	3" GEM CAP	NO SPECIFICATIONS		1	\$ 4.27	\$ 4.27	\$ 4.20	\$ 4.20	\$ 3.73	No Bid	No Bid
F002	3" PUGCAST IRON & PUGCAST IRON	NO SPECIFICATIONS		13	\$ 4.25	\$ 55.05	\$ 4.20	\$ 54.60	\$ 49.63	No Bid	No Bid
F003	3" GEM CAP	NO SPECIFICATIONS		1	\$ 8.64	\$ 8.64	\$ 8.88	\$ 8.88	\$ 4.85	No Bid	No Bid
F004	3" PUGCAST IRON & CLAY	NO SPECIFICATIONS		1	\$ 5.33	\$ 5.33	\$ 5.38	\$ 5.38	\$ 4.90	No Bid	No Bid
F005	3" PUGCAST IRON & CONCRETE	NO SPECIFICATIONS		1	\$ 5.80	\$ 5.80	\$ 17.41	\$ 17.41	\$ 18.82	No Bid	No Bid
F006	3" PUGCAST IRON & PUGCAST IRON	NO SPECIFICATIONS		23	\$ 5.33	\$ 124.45	\$ 7.54	\$ 175.22	\$ 138.09	No Bid	No Bid
F007	3" PUGCAST IRON & CLAY	NO SPECIFICATIONS		1	\$ 11.59	\$ 11.59	\$ 34.51	\$ 34.51	\$ 38.84	No Bid	No Bid
F008	3" PUGCAST IRON & CONCRETE	NO SPECIFICATIONS		6	\$ 17.53	\$ 105.18	\$ 16.40	\$ 98.54	\$ 88.34	No Bid	No Bid
F009	3" PUGCAST IRON & PUGCAST IRON	NO SPECIFICATIONS		13	\$ 11.59	\$ 150.67	\$ 12.43	\$ 161.59	\$ 144.09	No Bid	No Bid
F010	3" PUGCAST IRON & CLAY	NO SPECIFICATIONS		1	\$ 17.79	\$ 17.79	\$ 19.34	\$ 19.34	\$ 21.66	No Bid	No Bid
F011	3" PUGCAST IRON & CONCRETE	NO SPECIFICATIONS		3	\$ 19.11	\$ 57.33	\$ 34.77	\$ 104.31	\$ 112.93	No Bid	No Bid
F012	3" PUGCAST IRON & PUGCAST IRON	NO SPECIFICATIONS		1	\$ 19.11	\$ 19.11	\$ 19.35	\$ 19.35	\$ 49.88	No Bid	No Bid
F013	10" PUGCAST IRON & CLAY	NO SPECIFICATIONS		1	\$ 26.56	\$ 26.56	\$ 34.43	\$ 34.43	\$ 43.84	No Bid	No Bid
F014	10" PUGCAST IRON & CONCRETE	NO SPECIFICATIONS		1	\$ 26.56	\$ 26.56	\$ 34.43	\$ 34.43	\$ 43.84	No Bid	No Bid
F015	10" PUGCAST IRON & PUGCAST IRON	NO SPECIFICATIONS		1	\$ 26.56	\$ 26.56	\$ 34.43	\$ 34.43	\$ 43.84	No Bid	No Bid
F016	10" PUGCAST IRON & CLAY	NO SPECIFICATIONS		1	\$ 26.56	\$ 26.56	\$ 34.43	\$ 34.43	\$ 43.84	No Bid	No Bid
F017	10" PUGCAST IRON & CONCRETE	NO SPECIFICATIONS		1	\$ 26.56	\$ 26.56	\$ 34.43	\$ 34.43	\$ 43.84	No Bid	No Bid
F018	10" PUGCAST IRON & PUGCAST IRON	NO SPECIFICATIONS		1	\$ 26.56	\$ 26.56	\$ 34.43	\$ 34.43	\$ 43.84	No Bid	No Bid
F019	10" PUGCAST IRON & CLAY	NO SPECIFICATIONS		1	\$ 26.56	\$ 26.56	\$ 34.43	\$ 34.43	\$ 43.84	No Bid	No Bid
F020	10" PUGCAST IRON & CONCRETE	NO SPECIFICATIONS		1	\$ 26.56	\$ 26.56	\$ 34.43	\$ 34.43	\$ 43.84	No Bid	No Bid
F021	10" PUGCAST IRON & PUGCAST IRON	NO SPECIFICATIONS		1	\$ 26.56	\$ 26.56	\$ 34.43	\$ 34.43	\$ 43.84	No Bid	No Bid
F022	3" SEWER SADDLE	PERSON 3" 4" OR EQUIVALENT		23	\$ 49.31	\$ 1,117.88	\$ 61.48	\$ 1,414.04	\$ 1,159.20	No Bid	No Bid
F023	3" WYE SEWER	NO SPECIFICATIONS		1	\$ 66.93	\$ 66.93	\$ 66.93	\$ 66.93	\$ 74.83	No Bid	No Bid
F024	3" 45 DEGREE ELBOW SEWER	NO SPECIFICATIONS		1	\$ 23.85	\$ 23.85	\$ 23.85	\$ 23.85	\$ 26.38	No Bid	No Bid
F025	3" 90 DEGREE ELBOW SEWER	NO SPECIFICATIONS		1	\$ 75.23	\$ 75.23	\$ 75.23	\$ 75.23	\$ 83.63	No Bid	No Bid
F026	3" x 4" PUGCAST IRON & PUGCAST IRON	NO SPECIFICATIONS		32	\$ 7.79	\$ 249.28	\$ 9.09	\$ 290.88	\$ 248.32	No Bid	No Bid

COB ID	Description	Specifications	Specifications	Historical quantity / potential estimate (per 100 ft of contract)	COST	Total	COST	TOTAL	COST	TOTAL	
G001	3" PVC PIPE 3" X 24" BELLED SCH 40S (L)	NO SPECIFICATIONS		1	\$ 1.97	\$ 143.37	\$ 3.48	\$ 261.00	No Bid	No Bid	
G002	3" PVC PIPE 3" X 24" BELLED SCH 40S (L)	NO SPECIFICATIONS		25	\$ 3.89	\$ 194.50	\$ 2.89	\$ 354.55	No Bid	No Bid	
G003	3" X 20" PVC PIPE C-800 (L)	NO SPECIFICATIONS		275	\$ 6.93	\$ 1,893.75	\$ 9.47	\$ 2,747.75	No Bid	No Bid	
G004	3" X 20" PVC PIPE C-800 (L)	NO SPECIFICATIONS		150	\$ 17.39	\$ 2,608.50	\$ 25.38	\$ 3,857.00	No Bid	No Bid	
G005	3" X 20" PVC PIPE C-800 (L)	NO SPECIFICATIONS		150	\$ 21.47	\$ 3,220.50	\$ 34.93	\$ 5,141.00	No Bid	No Bid	
G006	10" X 20" PVC PIPE C-800 (L)	NO SPECIFICATIONS		1	\$ 26.22	\$ 26.22	\$ 35.24	\$ 65.53	No Bid	No Bid	
G007	10" X 20" PVC PIPE C-800 (L)	NO SPECIFICATIONS		1	\$ 48.53	\$ 48.53	\$ 71.48	\$ 125.25	No Bid	No Bid	
G008	10" X 20" PVC PIPE C-800 (L)	NO SPECIFICATIONS		1	\$ 51.93	\$ 51.93	\$ 81.05	\$ 132.85	No Bid	No Bid	
G009	3" X 14" SDN-35 (L)	NO SPECIFICATIONS		245	\$ 2.84	\$ 694.40	\$ 3.80	\$ 1,040.40	No Bid	No Bid	
G010	3" X 14" SDN-35 (L)	NO SPECIFICATIONS		245	\$ 1,499.40	\$ 3,673.51	\$ 1,111.33	\$ 3,033.84	No Bid	No Bid	
G011	3" X 14" SDN-35 (L)	NO SPECIFICATIONS		35	\$ 11.14	\$ 389.90	\$ 16.37	\$ 579.95	No Bid	No Bid	
G012	10" X 14" SDN-35 (L)	NO SPECIFICATIONS		1	\$ 17.39	\$ 17.39	\$ 25.38	\$ 32.18	No Bid	No Bid	
G013	10" X 14" SDN-35 (L)	NO SPECIFICATIONS		1	\$ 24.95	\$ 24.95	\$ 37.05	\$ 46.31	No Bid	No Bid	
G014	10" X 14" SDN-35 (L)	NO SPECIFICATIONS		1	\$ 38.73	\$ 38.73	\$ 54.68	\$ 68.33	No Bid	No Bid	
G015	24" MANHOLE RING AND LID w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "OPENED"	AND BASIS & HAYS	OR EXACT SIZE EQUIVALENT DOMESTIC LOGO AND "OPENED"	6	\$ 589.27	\$ 3,355.60	\$ 625.18	\$ 3,932.38	No Bid	No Bid
G016	24" MANHOLE LID ONLY w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "OPENED"	AND BASIS & HAYS	OR EXACT SIZE EQUIVALENT DOMESTIC LOGO AND "OPENED"	6	\$ 263.83	\$ 1,595.00	\$ 296.56	\$ 1,869.13	No Bid	No Bid
G017	30" MANHOLE RING AND LID w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "OPENED"	AND BASIS & HAYS	OR EXACT SIZE EQUIVALENT DOMESTIC LOGO AND "OPENED"	1	\$ 645.83	\$ 645.83	\$ 726.56	\$ 1,369.20	No Bid	No Bid
G018	30" MANHOLE LID ONLY w/ CITY OF BURLESON LOGO	W/ CITY OF BURLESON LOGO AND "OPENED"	AND BASIS & HAYS	OR EXACT SIZE EQUIVALENT DOMESTIC LOGO AND "OPENED"	1	\$ 309.94	\$ 309.94	\$ 348.89	\$ 435.84	No Bid	No Bid
G019	32" MANHOLE LID ONLY	W/ CITY OF BURLESON LOGO AND "OPENED"	AND BASIS & HAYS	OR EXACT SIZE EQUIVALENT IMPORT	6	\$ 161.55	\$ 969.27	\$ 304.42	\$ 1,902.63	No Bid	No Bid
G020	30" MANHOLE LID ONLY	W/ CITY OF BURLESON LOGO AND "OPENED"	AND BASIS & HAYS	OR EXACT SIZE EQUIVALENT IMPORT	6	\$ 297.96	\$ 1,607.73	\$ 412.00	\$ 2,575.00	No Bid	No Bid
G021	3" X 3" MANHOLE RISER RING	NO SPECIFICATIONS		3	\$ 16.73	\$ 49.17	\$ 25.82	\$ 77.33	No Bid	No Bid	
G022	24" X 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		3	\$ 15.35	\$ 45.17	\$ 25.95	\$ 77.33	No Bid	No Bid	
G023	24" X 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		3	\$ 29.78	\$ 87.33	\$ 34.17	\$ 103.43	No Bid	No Bid	
G024	24" X 4" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		3	\$ 16.47	\$ 49.17	\$ 25.95	\$ 77.33	No Bid	No Bid	
G025	30" X 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		3	\$ 28.78	\$ 84.17	\$ 34.17	\$ 103.43	No Bid	No Bid	
G026	30" X 3" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		3	\$ 25.20	\$ 74.60	\$ 31.37	\$ 94.43	No Bid	No Bid	
G027	30" X 4" CONCRETE MANHOLE RISER RING	NO SPECIFICATIONS		3	\$ 23.81	\$ 71.43	\$ 29.25	\$ 87.33	No Bid	No Bid	
G028	36" OD X 24" ID X 3/4" CRETEX PRO RING RISER	CRETEX PRO RING 3" C20474075		3	\$ 44.41	\$ 133.83	\$ 61.37	\$ 154.43	No Bid	No Bid	
G029	36" OD X 24" ID X 1" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047400		3	\$ 68.44	\$ 148.33	\$ 68.44	\$ 171.15	No Bid	No Bid	
G030	36" OD X 24" ID X 1.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047425		3	\$ 86.67	\$ 170.00	\$ 76.46	\$ 196.15	No Bid	No Bid	
G031	36" OD X 24" ID X 1.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047450		3	\$ 63.89	\$ 191.67	\$ 88.44	\$ 221.15	No Bid	No Bid	
G032	36" OD X 24" ID X 1.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047475		3	\$ 68.71	\$ 206.13	\$ 95.16	\$ 237.85	No Bid	No Bid	
G033	36" OD X 24" ID X 2" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047500		3	\$ 78.36	\$ 235.87	\$ 106.40	\$ 271.23	No Bid	No Bid	
G034	36" OD X 24" ID X 2.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047525		3	\$ 86.67	\$ 266.00	\$ 119.52	\$ 318.52	No Bid	No Bid	
G035	36" OD X 24" ID X 2.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047550		3	\$ 91.40	\$ 274.48	\$ 126.86	\$ 331.20	No Bid	No Bid	
G036	36" OD X 24" ID X 2.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047575		3	\$ 115.62	\$ 345.18	\$ 156.92	\$ 420.13	No Bid	No Bid	
G037	36" OD X 24" ID X 3" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047600		3	\$ 128.86	\$ 388.50	\$ 166.25	\$ 477.35	No Bid	No Bid	
G038	36" OD X 24" ID X 3.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047625		3	\$ 142.09	\$ 431.82	\$ 181.33	\$ 523.90	No Bid	No Bid	
G039	36" OD X 24" ID X 3.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047650		3	\$ 155.31	\$ 464.93	\$ 194.48	\$ 559.43	No Bid	No Bid	
G040	36" OD X 24" ID X 3.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047675		3	\$ 168.54	\$ 508.26	\$ 206.72	\$ 604.98	No Bid	No Bid	
G041	36" OD X 24" ID X 4" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047700		3	\$ 181.77	\$ 551.59	\$ 222.00	\$ 663.59	No Bid	No Bid	
G042	36" OD X 24" ID X 4.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047725		3	\$ 195.00	\$ 594.90	\$ 237.25	\$ 712.15	No Bid	No Bid	
G043	36" OD X 24" ID X 4.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047750		3	\$ 208.23	\$ 638.23	\$ 252.50	\$ 760.73	No Bid	No Bid	
G044	36" OD X 24" ID X 4.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047775		3	\$ 221.46	\$ 681.54	\$ 267.75	\$ 814.29	No Bid	No Bid	
G045	36" OD X 24" ID X 5" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047800		3	\$ 234.69	\$ 724.85	\$ 283.00	\$ 867.85	No Bid	No Bid	
G046	36" OD X 24" ID X 5.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047825		3	\$ 247.92	\$ 768.16	\$ 298.25	\$ 911.41	No Bid	No Bid	
G047	36" OD X 24" ID X 5.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047850		3	\$ 261.15	\$ 811.47	\$ 313.50	\$ 964.97	No Bid	No Bid	
G048	36" OD X 24" ID X 5.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047875		3	\$ 274.38	\$ 854.78	\$ 328.75	\$ 1,013.53	No Bid	No Bid	
G049	36" OD X 24" ID X 6" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047900		3	\$ 287.61	\$ 898.09	\$ 344.00	\$ 1,067.09	No Bid	No Bid	
G050	36" OD X 24" ID X 6.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047925		3	\$ 300.84	\$ 941.40	\$ 359.25	\$ 1,120.65	No Bid	No Bid	
G051	36" OD X 24" ID X 6.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047950		3	\$ 314.07	\$ 984.71	\$ 374.50	\$ 1,174.21	No Bid	No Bid	
G052	36" OD X 24" ID X 6.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2047975		3	\$ 327.30	\$ 1,028.02	\$ 389.75	\$ 1,227.77	No Bid	No Bid	
G053	36" OD X 24" ID X 7" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048000		3	\$ 340.53	\$ 1,071.33	\$ 405.00	\$ 1,281.33	No Bid	No Bid	
G054	36" OD X 24" ID X 7.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048025		3	\$ 353.76	\$ 1,114.64	\$ 420.25	\$ 1,334.89	No Bid	No Bid	
G055	36" OD X 24" ID X 7.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048050		3	\$ 367.00	\$ 1,158.00	\$ 435.50	\$ 1,388.00	No Bid	No Bid	
G056	36" OD X 24" ID X 7.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048075		3	\$ 380.23	\$ 1,201.31	\$ 450.75	\$ 1,441.55	No Bid	No Bid	
G057	36" OD X 24" ID X 8" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048100		3	\$ 393.46	\$ 1,244.62	\$ 466.00	\$ 1,495.11	No Bid	No Bid	
G058	36" OD X 24" ID X 8.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048125		3	\$ 406.69	\$ 1,287.93	\$ 481.25	\$ 1,548.66	No Bid	No Bid	
G059	36" OD X 24" ID X 8.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048150		3	\$ 419.92	\$ 1,331.24	\$ 496.50	\$ 1,602.22	No Bid	No Bid	
G060	36" OD X 24" ID X 8.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048175		3	\$ 433.15	\$ 1,374.55	\$ 511.75	\$ 1,655.77	No Bid	No Bid	
G061	36" OD X 24" ID X 9" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048200		3	\$ 446.38	\$ 1,417.86	\$ 527.00	\$ 1,709.33	No Bid	No Bid	
G062	36" OD X 24" ID X 9.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048225		3	\$ 459.61	\$ 1,461.17	\$ 542.25	\$ 1,762.88	No Bid	No Bid	
G063	36" OD X 24" ID X 9.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048250		3	\$ 472.84	\$ 1,504.48	\$ 557.50	\$ 1,816.44	No Bid	No Bid	
G064	36" OD X 24" ID X 9.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048275		3	\$ 486.07	\$ 1,547.79	\$ 572.75	\$ 1,869.99	No Bid	No Bid	
G065	36" OD X 24" ID X 10" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048300		3	\$ 499.30	\$ 1,591.10	\$ 588.00	\$ 1,923.55	No Bid	No Bid	
G066	36" OD X 24" ID X 10.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048325		3	\$ 512.53	\$ 1,634.41	\$ 603.25	\$ 1,977.10	No Bid	No Bid	
G067	36" OD X 24" ID X 10.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048350		3	\$ 525.76	\$ 1,677.72	\$ 618.50	\$ 2,030.66	No Bid	No Bid	
G068	36" OD X 24" ID X 10.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048375		3	\$ 538.99	\$ 1,721.03	\$ 633.75	\$ 2,084.21	No Bid	No Bid	
G069	36" OD X 24" ID X 11" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048400		3	\$ 552.22	\$ 1,764.34	\$ 649.00	\$ 2,137.77	No Bid	No Bid	
G070	36" OD X 24" ID X 11.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048425		3	\$ 565.45	\$ 1,807.65	\$ 664.25	\$ 2,191.32	No Bid	No Bid	
G071	36" OD X 24" ID X 11.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048450		3	\$ 578.68	\$ 1,850.96	\$ 679.50	\$ 2,244.88	No Bid	No Bid	
G072	36" OD X 24" ID X 11.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048475		3	\$ 591.91	\$ 1,894.27	\$ 694.75	\$ 2,298.43	No Bid	No Bid	
G073	36" OD X 24" ID X 12" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048500		3	\$ 605.14	\$ 1,937.58	\$ 710.00	\$ 2,351.99	No Bid	No Bid	
G074	36" OD X 24" ID X 12.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048525		3	\$ 618.37	\$ 1,980.89	\$ 725.25	\$ 2,405.54	No Bid	No Bid	
G075	36" OD X 24" ID X 12.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048550		3	\$ 631.60	\$ 2,024.20	\$ 740.50	\$ 2,459.10	No Bid	No Bid	
G076	36" OD X 24" ID X 12.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048575		3	\$ 644.83	\$ 2,067.51	\$ 755.75	\$ 2,512.65	No Bid	No Bid	
G077	36" OD X 24" ID X 13" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048600		3	\$ 658.06	\$ 2,110.82	\$ 771.00	\$ 2,566.21	No Bid	No Bid	
G078	36" OD X 24" ID X 13.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048625		3	\$ 671.29	\$ 2,154.13	\$ 786.25	\$ 2,619.76	No Bid	No Bid	
G079	36" OD X 24" ID X 13.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048650		3	\$ 684.52	\$ 2,197.44	\$ 801.50	\$ 2,673.32	No Bid	No Bid	
G080	36" OD X 24" ID X 13.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048675		3	\$ 697.75	\$ 2,240.75	\$ 816.75	\$ 2,726.87	No Bid	No Bid	
G081	36" OD X 24" ID X 14" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048700		3	\$ 710.98	\$ 2,284.06	\$ 832.00	\$ 2,780.43	No Bid	No Bid	
G082	36" OD X 24" ID X 14.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048725		3	\$ 724.21	\$ 2,327.37	\$ 847.25	\$ 2,833.98	No Bid	No Bid	
G083	36" OD X 24" ID X 14.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048750		3	\$ 737.44	\$ 2,370.68	\$ 862.50	\$ 2,887.54	No Bid	No Bid	
G084	36" OD X 24" ID X 14.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048775		3	\$ 750.67	\$ 2,413.99	\$ 877.75	\$ 2,941.09	No Bid	No Bid	
G085	36" OD X 24" ID X 15" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048800		3	\$ 763.90	\$ 2,457.30	\$ 893.00	\$ 2,994.65	No Bid	No Bid	
G086	36" OD X 24" ID X 15.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048825		3	\$ 777.13	\$ 2,500.61	\$ 908.25	\$ 3,048.20	No Bid	No Bid	
G087	36" OD X 24" ID X 15.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048850		3	\$ 790.36	\$ 2,543.92	\$ 923.50	\$ 3,101.76	No Bid	No Bid	
G088	36" OD X 24" ID X 15.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048875		3	\$ 803.59	\$ 2,587.23	\$ 938.75	\$ 3,155.31	No Bid	No Bid	
G089	36" OD X 24" ID X 16" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048900		3	\$ 816.82	\$ 2,630.54	\$ 954.00	\$ 3,208.87	No Bid	No Bid	
G090	36" OD X 24" ID X 16.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048925		3	\$ 830.05	\$ 2,673.85	\$ 969.25	\$ 3,262.42	No Bid	No Bid	
G091	36" OD X 24" ID X 16.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048950		3	\$ 843.28	\$ 2,717.16	\$ 984.50	\$ 3,315.98	No Bid	No Bid	
G092	36" OD X 24" ID X 16.75" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2048975		3	\$ 856.51	\$ 2,760.47	\$ 1,000.00	\$ 3,369.53	No Bid	No Bid	
G093	36" OD X 24" ID X 17" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2049000		3	\$ 869.74	\$ 2,803.78	\$ 1,015.25	\$ 3,423.09	No Bid	No Bid	
G094	36" OD X 24" ID X 17.25" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2049025		3	\$ 882.97	\$ 2,847.09	\$ 1,030.50	\$ 3,476.64	No Bid	No Bid	
G095	36" OD X 24" ID X 17.50" CRETEX PRO RING RISER	CRETEX PRO RING 3" C2049050		3	\$ 896.20	\$ 2,890.40					

14021	TOP FLANGE ACCESSORY KIT				1	\$	38.98	\$	38.98	\$	47.20	\$	59.00	No Bid	No Bid
14022	TOP FLANGE ACCESSORY KIT				1	\$	35.73	\$	35.73	\$	48.40	\$	60.50	No Bid	No Bid

METER BOXES											
CDB #	Description	Specifications	Historical quantity / potential estimate (per 100 sq. ft. contract)	COST	TOTAL	COST	TOTAL	COST	TOTAL	COST	TOTAL
1001	DOUBLE METER BOX	ALLIANCE DYE-DEP OUTLET	120	\$ 43.22	\$ 5,186.44	\$ 48.83	\$ 5,859.63	No Bid		No Bid	
1002	DOUBLE METER BOX LID ONLY	ALLIANCE DIE-CAST DUB LID ONLY	100	\$ 8.41	\$ 841.10	\$ 9.48	\$ 948.00	No Bid		No Bid	
1003	BOX DOWNHILL VALVE	10" RPT 10" DIA 10" RPT	1	\$ 303.40	\$ 303.40	\$ 341.13	\$ 426.40	No Bid		No Bid	
1004	DOUBLE CONCRETE METER BOX (BOX ONLY)	RPT CONCRETE	3	\$ 60.80	\$ 182.40	\$ 64.88	\$ 194.64	No Bid		No Bid	
1005	DOUBLE CONCRETE METER BOX CAST IRON LID (LID ONLY)	RPT CONCRETE	3	\$ 87.31	\$ 261.93	\$ 102.73	\$ 308.19	No Bid		No Bid	
1006	DOUBLE CONCRETE METER BOX CAST IRON LID WITH PREDRILLED HOLE FOR ONE EXTERNAL ANTENNA (LID ONLY)	RPT CONCRETE	1	\$ 99.74	\$ 99.74	\$ 112.29	\$ 112.29	No Bid		No Bid	
1007	CONCRETE VALVE METER BOX (BOX ONLY)	RPT CONCRETE	1	\$ 60.80	\$ 60.80	\$ 137.12	\$ 137.12	No Bid		No Bid	
1008	CONCRETE VALVE METER BOX CAST IRON LID (LID ONLY)	RPT CONCRETE	1	\$ 214.02	\$ 214.02	\$ 240.78	\$ 240.78	No Bid		No Bid	
1009	CONCRETE VALVE METER BOX CAST IRON LID WITH PREDRILLED HOLES FOR TWO EXTERNAL ANTENNAS (LID ONLY)	RPT CONCRETE	1	\$ 251.56	\$ 251.56	\$ 283.00	\$ 283.00	No Bid		No Bid	
1010	300 COMPLETE DOUBLE PLASTIC METER BOX AND LID	300 COMPLETE DOUBLE PLASTIC METER BOX AND LID	3	\$ 161.83	\$ 485.49	\$ 181.84	\$ 545.52	No Bid		No Bid	
1011	300 PLASTIC (LID ONLY)	300 PLASTIC (LID ONLY)	1	\$ 55.29	\$ 55.29	\$ 62.30	\$ 62.30	No Bid		No Bid	

CROW CLEANOUT MISC												
CDB #	Description	Specifications	Historical quantity / potential estimate <i>(per 100 sq. ft. contract)</i>	COST	TOTAL	COST	TOTAL	COST	TOTAL	COST	TOTAL	
2001	4" THREADED METAL PLUG	MUST BE ABLE TO BE FOUND WITH METAL DETECTOR	13	\$ 8.28	\$ 107.32	\$ 78.88	\$ 983.58	No Bid		No Bid		No Bid
2002	NBS 8" ROUND BOX	2008	13	\$ 2.38	\$ 30.94	\$ 8.00	\$ 104.00	No Bid		No Bid		No Bid
2003	NBS 8" ROUND OVERLAPPING COVER - SEWER	107CB	13	\$ 1.89	\$ 24.57	\$ 5.42	\$ 70.46	No Bid		No Bid		No Bid
2004	NBS 8" ROUND BOX W/ OVERLAPPING COVER - SEWER	2008CB	13	\$ 2.38	\$ 30.94	\$ 12.90	\$ 161.25	No Bid		No Bid		No Bid
2005	4" 45 DEGREE THEN WALL LONG SLOPE TEE W/ 1/2" THIN WALL	THIN WALL	13	\$ 9.55	\$ 124.12	\$ 28.58	\$ 372.25	No Bid		No Bid		No Bid
2006	4" GLOBE ON HUB X FEMALE THREADED THEN WALL	THIN WALL	13	\$ 5.95	\$ 77.38	\$ 18.00	\$ 235.00	No Bid		No Bid		No Bid

177.23 FLUSH VALVE MISC													
CDB #	Description	Specifications	Historical quantity / potential estimate <i>(per 100 sq. ft. contract)</i>	COST	TOTAL	COST	TOTAL	COST	TOTAL	COST	TOTAL		
3001	4" BACK FLOW PREVENTER	MFC FOODOR approved	13	\$	123.25	\$	2,363.09	\$	222.80	\$	2,766.00	No Bid	No Bid
3002	1/2" HUNTER GLOBE VALVE	HUNTER 10/10/10 1/2" NPT 100 PSI	13	\$	115.67	\$	1,516.67	\$	147.13	\$	1,841.75	No Bid	No Bid
3003	HUNTER CONTROLLER	HUNTER SVC-100 w/ SOLENOID	13	\$	120.00	\$	1,560.00	\$	140.23	\$	1,866.13	No Bid	No Bid
3004	1/2" 2" BRASS TEE	2008CB	3	\$	153.82	\$	461.46	\$	120.45	\$	361.35	No Bid	No Bid
3005	1/2" PVC THREADED PLUG		6	\$	3.53	\$	21.18	\$	10.00	\$	60.00	No Bid	No Bid
3006	1/2" BRASS PVC MALE X GLOBE		1	\$	15.16	\$	15.16	\$	6.82	\$	6.82	No Bid	No Bid
3007	1/2" BRASS PVC FEMALE X GLOBE		1	\$	10.80	\$	10.80	\$	9.21	\$	9.21	No Bid	No Bid
3008	1/2" BRASS COUPLING		1	\$	2.53	\$	2.53	\$	14.00	\$	14.00	No Bid	No Bid
3009	4" NBS BOTTOM MOUNT		6	\$	3.53	\$	21.18	\$	12.00	\$	72.00	No Bid	No Bid
3010	NBS END CAP FOR BOTTOM OUTLET		13	\$	2.09	\$	27.17	\$	12.25	\$	159.25	No Bid	No Bid
Total					\$	132,470.59	\$	164,955.52		\$	44,418.62		

END OF LIST

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.

FERGUSON ENTERPRISES LLC
Tyler, TX United States

Certificate Number:
2022-918877

Date Filed:
08/05/2022

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, TEXAS

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.

2022-020
Pipe and Appurtenances

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 Troy McCamish, and my date of birth is _____.

My address is 7982 US Hwy 69N, Tyler, Tx, 75706, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Smith County, State of Texas, on the 5th day of August, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: September 6, 2022

SUBJECT:

Consider approval of a professional services contract with Brinkley Sargent Wiginton Architects for City Hall Renovation design in an amount not to exceed \$283,392 (*Staff Contact: Eric Oscarson, Director of Public Works*)

SUMMARY:

As part of the Ellison on the Plaza project, the Annex 3 building will be demolished, and certain staff members will need to be relocated to City Hall. On February 7, 2022, City Council approved a contract with Brinkley Sargent Wiginton (BSW) for professional services for minor and major renovation options and estimated costs for city hall. Brinkley Sargent Wiginton has been working with staff over the last 6 months reviewing current and future staffing needs, space needs, and inspecting the current facility.

On August 15, 2022, City Council directed staff to design and bid an option for renovation of City Hall with improvements to areas for Human Resources, Community Relations, and Information Technology, with add alternates for bathroom remodel and City Council workspace.

Staff requested a proposal from Brinkley Sargent Wiginton Architects for design services. The proposal from BSW includes the following services:

1. Design and construction documents for Human Resources, Communications, Information Technology, and bathroom remodels.
2. Design and construction documents for HVAC repair and security upgrades.
3. Construction Manager at Risk Pre-Construction assistance and Building Environmental Assessment.

The total, not to exceed cost, is \$283,392.

If approved, staff will provide notice to proceed at the beginning of October.

OPTIONS:

- 1) Approve a professional services contract with Brinkley Sargent Wiginton Architects for City Hall Renovation design in an amount not to exceed \$283,392.
- 2) Deny a professional services contract with Brinkley Sargent Wiginton Architects for City Hall Renovation design in an amount not to exceed \$283,392.

RECOMMENDATION:

Approve a professional services contract with Brinkley Sargent Wiginton Architects for City Hall Renovation design in an amount not to exceed \$283,392.

FISCAL IMPACT:

Budgeted Y/N:	Y
Amount:	\$283,392
Project (if applicable):	FA2201

STAFF CONTACT:

Eric Oscarson
Director of Public Works
EOscarson@burlesontx.com
817-426-9837

An aerial photograph of a city street intersection. A multi-lane road runs diagonally from the bottom left towards the top right. It intersects with a horizontal road. To the left of the intersection is a large parking lot with many spaces. To the right is a large building with a flat roof and a green field. Various other buildings and trees are scattered throughout the scene.

CITY HALL RENOVATION DESIGN CONTRACT

THE CITY OF
BURLESON
TEXAS

ELLISON STREET PROJECT

- Ellison on the Plaza Project to house city staff
- 114 W. Ellison to be demoed and repurposed
- Certain staff from 114 Ellison to move to City Hall
- Renovations required at City Hall to house new staff

ARCHITECTURAL AGREEMENT

On February 7, 2022, City Council approved a contract with Brinkley Sargent Wiginton for professional services for minor and major renovation options and estimated costs for city hall.



NEEDS ASSESSMENT

BSW completed an assessment of current and future needs of all departments to be housed in City Hall.

- Existing City Hall Square Footage could accommodate 7-10 additional years of staff growth.
- Space is not sufficient beyond 10 years.

Based on assessments, BSW provided 3 options for consideration.



COUNCIL RECOMMENDATION

On August 15, 2022, City Council was provided three design options, and directed staff to design and bid for Option 2 with Add. Alternates for the bathroom remodel and additional City Council work area.



OPTION 2

Estimated Cost

Includes Design,
Construction and
FFE
\$2,545,000



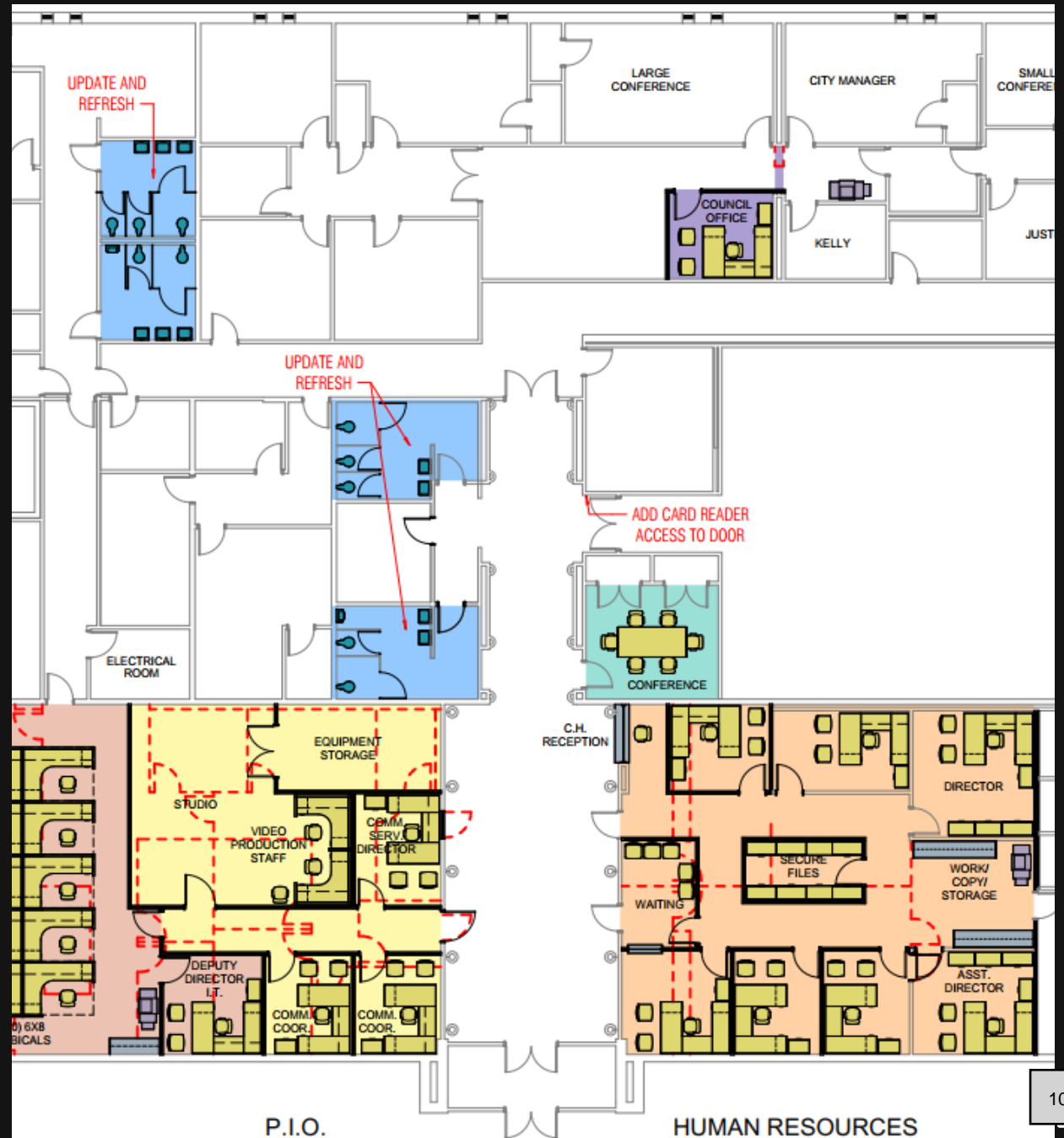
DESIGN PROPOSAL

Design Proposal

\$283,392

Proposal Includes:

- Design of space for IT, PIO and HR
- HVAC and Security Upgrades
- CMAR Prep
- Building Environmental Assessment



FUNDING

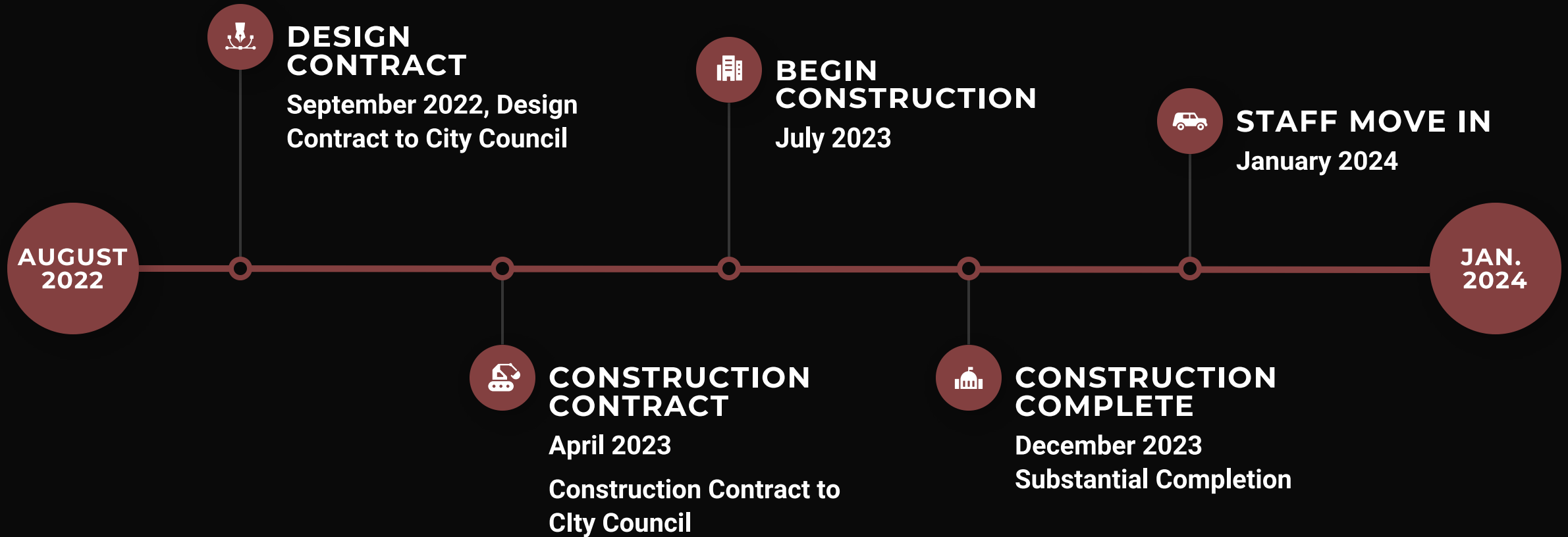
Original Funding

- \$204,000 - Cash from Ellison Project
- \$120,000 - PEG

Additional Funding

- Contingency Savings from Ellison Street Project
- \$1.5M in Additional Cash





NEXT STEPS

COUNCIL ACTION

Recommended

- Approve a professional services agreement with BSW for City Hall Renovation Design in an amount not to exceed \$283,392.
- Deny a professional services agreement with BSW.



DISCUSSION

QUESTIONS?



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the CITY OF BURLESON (the "City"), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and BRINKLEY SARGENT WIGINTON ARCHITECTS ("Consultant").

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is Attachment A more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the "Effective Date") and terminate upon completion of the work specified or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this Agreement. Articles 6 and 8 herein shall survive the term of this agreement.

3. COMPENSATION.

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

The Consultant shall monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal

working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR

ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

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

10.1 Coverage and Limits

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

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

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

This coverage may be written as follows:

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

- (d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be

Professional Services Agreement
Page 5

Updated 07.18.22

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

City of Burleson
City Manager's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Brinkley Sargent Wiginton Architects
5000 Quorum Dr #600, Dallas, Texas 75254
Attn: Denny Boles

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of

God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, and otherwise in conformance with said statute. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and

procedures shall include, at a minimum, the security control requirements “reflective of actions a prudent business person would employ” which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City’s property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:

**BRINKLEY SARGENT WIGINTON
ARCHITECTS:**

By: _____

Name: _____

Title: _____

Date: _____

By: 

Name: PENNY BOLES

Title: SENIOR PRINCIPAL

Date: SEPTEMBER 12, 2022

APPROVED AS TO FORM:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

Attachment A

INITIAL PROJECT INFORMATION

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

Land Acquisition

Site Purchase	0	Note A
Site Closing Costs	0	Note A
Total	0	

Testing Services

Geotechnical Report	0	Note A
Materials Testing	0	Note A
Total	0	

Construction

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

Notes:

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

FF&E

Furniture	72,000	Note O
Telephones	0	Note A
Total	72,000	

City Budgets

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

Professional Services

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

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

Created: 08-02-2022
Creator: HCE 1 (@H1)
Status: 5 years, 10 years
Dates: 06-09-2022 - 08-02-2022

Recipients

byronh@hcengineer.com

EXHIBIT A1.1

Description

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

Estimated Cost provided for 5 and 10 years are additive.

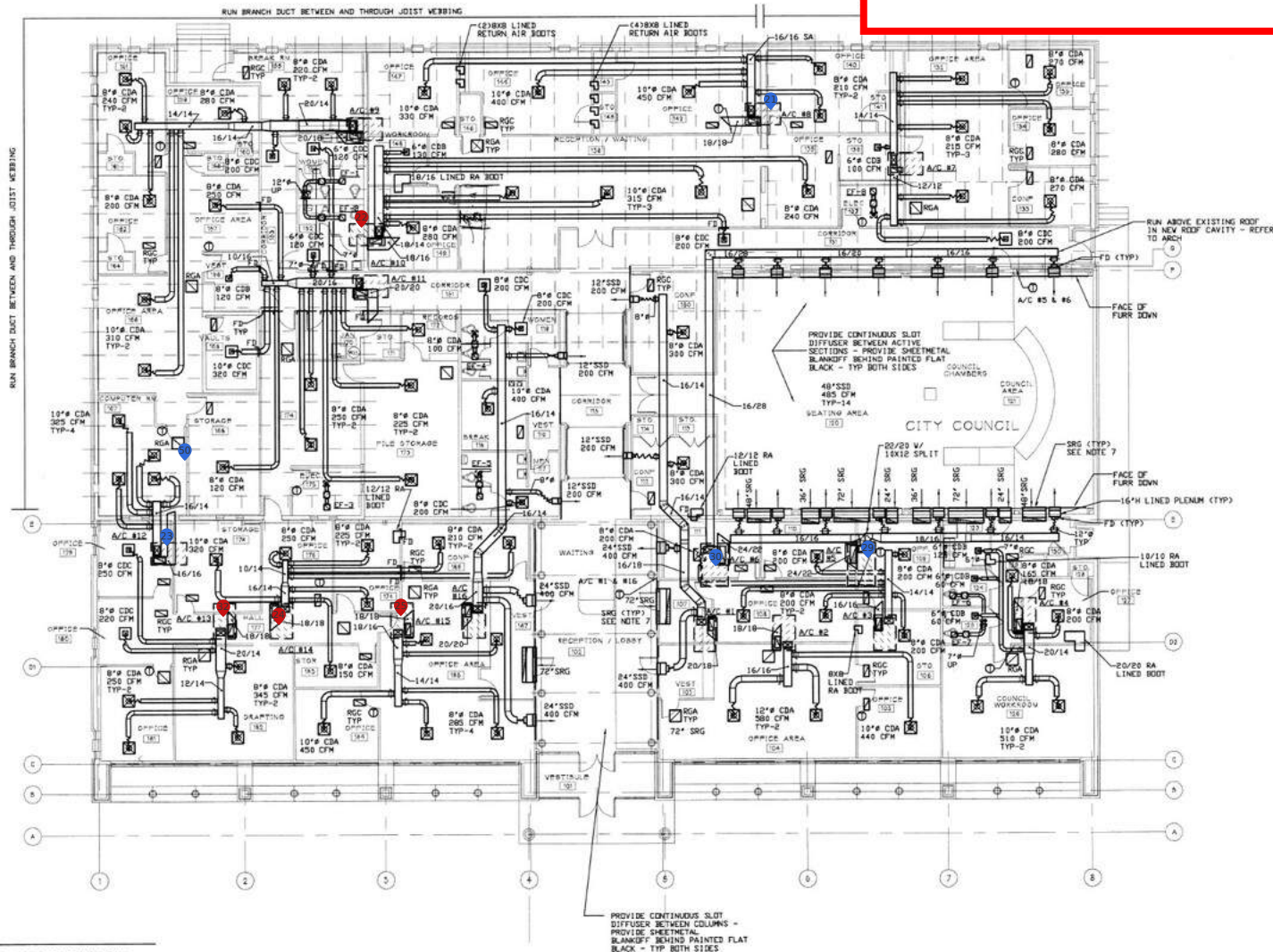
Unit Number	Type	Original/Replaced	New Manufacture Date	Age	Existing Tonnage	Replacement timerame	Possibe Cost at 5years	Possibe Cost at 10 years
AC-1	RTU	Replaced	2018	4	4	over 10 + years	N/A	N/A
AC-2	RTU	Replaced	2018	4	4	over 10 + years	N/A	N/A
AC-3	RTU	Replaced	2018	4	3	over 10 + years	N/A	N/A
AC-4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

5 years

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

10 years

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



NOTES

- COORDINATE LOCATION OF AIR DEVICES WITH ARCHITECTURAL REFLECTED CEILING PLAN. PROVIDE CORRECT MOUNTING FRAME FOR TYPE OF CEILING.
- COORDINATE LOCATION OF HVAC EQUIPMENT WITH BUILDING STRUCTURE. PROVIDE FRAMING TO PROPERLY SUPPORT EQUIPMENT FURNISHED FOR THIS PROJECT.
- DUCT SIZES ARE AIR STREAM DIMENSIONS AND DO NOT INCLUDE ALLOWANCES FOR LINER. REFER TO SPECIFICATIONS.
- THERMOSTATS SHALL BE MOUNTED AT 48" AFF UNLESS NOTED OTHERWISE.
- RUNGUTS TO AIR DEVICES SHALL BE DEVICE NECK SIZE UNLESS NOTED OTHERWISE.
- PROVIDE SMOKE DETECTORS AT EACH AIR CONDITIONING UNIT IN THE RETURN DUCTWORK. PROVIDE SMOKE DETECTORS IN THE SUPPLY DUCTS AT AIR CONDITIONING UNITS WITH SUPPLY AIR FLOWS OVER 2000 CFM. INTERLOCK UNIT FANS WITH SMOKE DETECTORS TO SHUT OFF FANS IF SMOKE DETECTORS ARE ACTIVATED. INTERLOCK SMOKE DETECTORS WITH FIRE ALARM SYSTEM.
- AT EACH SRG PROVIDE 10" HIGH LINED PLENUM TURNED UP 90° ON END AND CAPPED. PROVIDE THE FOLLOWING OPENING WITH FD ON TOP OF RETURN PLENUM:

LENGTH OF PLENUM	OPENING SIZE
24"	14X10
36"	20X10
48"	(2)14X10
72"	(2)20X10

1 FLOOR PLAN - HVAC

SCALE: 1/8" = 1'-0"

SCHULTS MAGEE ASSOCIATES, INC.
ARCHITECTS
FORT WORTH, TEXAS

ADDITIONS & ALTERATIONS TO
THE BURLESON CITY HALL
BURLESON, TEXAS

PROJECT NO. 126.093
DATE 3/3/96
DRAWN VDE
REVIEWED



SHEET CONTENT:
FLOOR PLAN - HVAC

SHEET NUMBER

M101

Wells Doak
Engineers, Inc.
2800 S. HULSH
SUITE 212
FARM WORTH, TEXAS 76119
VDE: H950290

125

SHEETS

EXHIBIT A2



City of Burleson City Hall Renovation

Project Schedule

September 9, 2022

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

- DESIGN

OWNER

NEGOTIATIONS

PRICING/CONSTRUCTION

EXHIBIT B

ARTICLE 12

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

12.1 CHANGE ORDERS

Omissions: If the Architect fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, the Architect will not receive a fee for work associated with the Change Order.

12.2 STANDARD OF CARE/CONTINGENCY

In performing Architectural Services, the Architect will strive to use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the Owner can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The Owner agrees to establish a construction contingency fund (minimum 3% of construction cost) to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The Owner agrees not to seek any costs related to Article 12.2 items from Architect unless the aforementioned contingency funds are exhausted by non-Owner initiated changes.

12.4 ARCHITECTURAL REGISTRATION

The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701 (512-305-9000) has jurisdiction over individuals licensed where the Architect's Registration Law, Texas Civil Status, Article 249a.

12.5 RECORD DRAWINGS

Deliverables for Record Documents or "as-builts" shall be defined as the following. Architect will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by the Architect through the course of the Work and any other field revisions as supplied by the Contractor to the Architect at close out. Architect will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

12.6 STRUCTURAL CERTIFICATION OF AS-BUILT CONDITIONS

This contract provides for structural site observation during construction consistent with normal standard of care as outlined in AIA Document B101-2007. This scope of work does not include structural services to inspect all the structural as-built conditions necessary to provide the Owner with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service.

12.7 SPECIAL INSPECTIONS

Recent code language contains references to "Special Inspections" for various parts of the construction process. The industry is currently meeting these requirements by assigning responsibilities to various Consultants involved in the Construction Industry (Commissioning Agents, Materials Testing Lab, Fire Protection and Smoke Evaluation Consultants, Mechanical and Structural Engineers and Architects.

Since these inspections are new to the industry, each jurisdiction has their own interpretation as to how "Special Inspections" are accomplished beyond Standard Construction Administration Activities and what party should be responsible for them. The Design Team will work with the appropriate jurisdiction during the Design Phase of the Project to identify requirements and responsibilities. Many of these inspections may be performed as part of Standard CA services but some may require Additional Services Fees from the Design Team or outside Consultants. These "Special Inspections" must be identified prior to the start of construction in order to be performed at the appropriate time prior to receiving a "Certificate of Occupancy."

12.8 STATUTES OF LIMITATION AND REPOSE

To the extent applicable to the Owner under Texas law, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's Services are substantially completed.

EXHIBIT C

BURLESON CITY HALL RENOVATION

SERVICES AND COMPENSATION BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

BASIC A/E SERVICES: FEE \$218,000

Architectural, Structural Engineering (Ref. Exhibit F), and Mechanical, Electrical and Plumbing Engineering Services (Ref. Exhibit G). Fees to be billed monthly by percent complete of each phase as follows:

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

The initial building construction budget is set at \$2,182,000 for contractual purposes. Basic services fee represents 10% of construction budget. This budget may be adjusted from time to time by Owner authorization. Basic Services Fee will be adjusted based upon final approved Design Development Estimate. The Architect will receive no adjustment following the Final Design Development fixed fee should the actual accepted construction bid vary from the budget and subsequently be approved by the Owner.

NOTE: Construction is anticipated to last 8 months (Ref. Exhibit A4). Project meetings will occur every 2 weeks. Should construction proceed beyond 18 months, through no fault of the Architect, the Architect reserves the right to request additional services from the client based upon a per month fee of \$4,400.

SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Structural Services: Fee \$5,500
2. Accessibility Consulting Services: Fee \$2,992
(Ref Exhibit I)
3. Technology and Security Systems Design Services: Fee \$15,500
Design of Owner Communications Infrastructure. Video surveillance, and electronic security systems. Services will also include Audio/Visual Consultation and Acoustical Design. Code required Distributed Antenna System (DAS) is also included. (Ref. Exhibit H)
4. Building Commissioning Services: Fee \$4,400
Commissioning of building HVAC systems including coordination of Owner training. Building envelope review. (Ref. Exhibit G)
5. Furniture Selection/Interiors: Fee \$15,000
Interior finishes selection, documentation, presentations, specifications, and shop drawing review (\$5,000). Selection, specification and assistance in procurement of new furniture item. Installation coordination and final punch list (\$10,000).
6. Record Drawings: Fee \$7,000
Prepare a set of electronic documents showing changes in the work during construction from data furnished by Contractor. Update electronic files with all changes issued during construction by Architect and consultant team.

SUPPLEMENTARY SERVICES FEES

All fees associated with supplemental services are to be considered as a "not to exceed amount". Any increases for supplemental services may only be done with authorization of the Owner. In addition, all work to be performed under supplemental services will only be billed for the actual work performed even if considered as lump sum fee. Any reduction in the scope of work, tasks to be completed or change to the desired duties performed by the provider of the supplemental services will have a corresponding reduction on the fee charged for those services. Any supplemental service may be reduced or eliminated by the Owner after consultation with the Architect as long as such reduction or elimination occurs prior to performance of such work.

REIMBURSABLE EXPENSES: BUDGET ESTIMATE \$10,000

Project related expenses will be billed at cost plus 10%. Budget includes some cost items over which architect has minimal control and therefore this budget is an estimate and may be adjusted with Owner approval. Budget assumes subcontractor bidding documents will be electronic and no paper reproduction costs are included herein.

FEE SUMMARY

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

SCOPE OF WORK ASSUMPTIONS

- A. Geotechnical report provided by Owner.
- B. Materials testing services during construction to be provided by Owner.

BRINKLEY SARGENT WIGINTON ARCHITECTS

BILLING RATES
2022

<u>TITLE</u>	<u>RATE/hr.</u>
Senior Principal	330.00
Principal	260.00
Project Manager	190.00
Strategic Planner	170.00
Senior Project Designer	185.00
Senior Project Architect	180.00
Project Architect	140.00
Architectural Designer II	120.00
Architectural Designer I	105.00
Sr. Construction Administrator	200.00
Construction Administrator	160.00
Senior Interior Designer	165.00
Interior Designer	140.00
Senior Programmer	185.00
Administration	85.00

Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment August of each year



EXHIBIT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2022

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

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

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

COVERAGES

CERTIFICATE NUMBER: 68726433

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Bryant

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ACORD 25 (2016/03)

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L.A. FUESS PARTNERS

Structural Engineers

Proposal for Professional Engineering Services

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

Date: August 30, 2022

Project: Burleson City Hall Renovation
Burleson, Texas

PROJECT DESCRIPTION

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

BASIC SERVICES

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

FEES FOR BASIC SERVICES

Professional Fees for Basic Services are proposed as follows:

Hourly Basis

Table of employee rates available on request.

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

Reimbursable Expenses

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

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

Contract Form

This proposal will serve as the agreement for professional services and the terms and conditions of AIA C401 Standard Form of Agreement Between Architect and Consultant are incorporated by reference unless and until a subsequent formal written agreement is executed.

- END OF PROPOSAL -

Proposal made by:

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

L.A. FUESS PARTNERS Structural Engineers
F-537

Proposal accepted by:

Denny Boles
(Client Signature)

DENNY BOLES
(Client Printed Name)

(Date)

SEPTEMBER 9, 2022



115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

Round Rock, Texas 78664

PH: (512) 218-0060

FAX: (512) 218-0077

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

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

ATTN: Denny Boles

RE: Burleson City Hall - MEP

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

Base SCOPE:

Budget: Approx. \$2,182,000

Building type: City Office

Square Footage: Approx 6,200 sqft

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

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

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

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

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

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

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

Technology consultant to design all low voltage except Fire Alarm.

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

Items **not** included in base fee:

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

For these services we propose lump sum fee of:

Base SCOPE: MEP Fee = \$35,000

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

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

It is expected that the Mechanical Contractor, Test and Balance Contractor and Controls Contractor shall be available for assistance as required during commissioning phase. Ladders and lifts are to be provided by General Contractor as needed. Contractors are required to respond to commissioning items through online cloud based commissioning software and carry software license for duration of project. (www.fieldwire.com)

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

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

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

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

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

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

Social Media/Internet Content

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

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

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

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

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

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

The terms of this proposal are subject to change if not accepted within 30 days.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

BSW Architects

BY:

DATE:

HCE

BY:

DATE:



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

August 29, 2022

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

RE: Burleson City Hall Renovation

Dear Denny:

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

PROJECT DESCRIPTION

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

I. SCOPE AND DESCRIPTION:

A. Scope of Work

The technology systems scope shall include the following work:

1. Communications Infrastructure:

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

2. Security System:

- a) Electronic Access Control System: Design of employee access control components including card readers, keypads, door contacts, remote door release buttons, request-to-exit functions, and ADA door operator button interfaces. This design includes coordination with door hardware designer to ensure proper system interface, control,

and power is provided based on each door hardware and/or lock type. Design shall include integration of new components into existing access control system.

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

B. Scope of Services:

Provide technology systems engineering services including the design of communications infrastructure, audio visual, and security systems. The design process will ensure the system meets the Owner's requirements and complies with Building Industry Consulting Services International (BiCSi) and EIA/TIA standards. A BiCSi Registered Communications Distribution Designer (RCDD) will supervise the design.

The following services have been included in our scope of work:

1. Project Meetings: ME to attend virtual meetings as necessary during the design phase with the Owner, Architect and Contractor.
2. Design Development:
 - a) Review and meet with Owner and Architect.
 - b) Initiate coordination of system requirements with Architect and other project team members.
 - c) Prepare drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
 - d) Prepare specifications of systems.
 - e) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
3. Construction Documents:
 - a) Finalize coordination of system requirements with Architect and other project team members.
 - b) Finalize drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
 - c) Finalize specifications of systems.
 - d) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
4. Bidding and Negotiation:
 - a) Make recommendations to the Client and Owner regarding the bids or proposal received.
 - b) Answer questions referred by the Client and assist in the preparation of addenda deemed necessary by the Client.
5. Construction Administration:
 - a) Review product data submittals.
 - b) Review shop drawings.

- c) Answer questions during construction phase.
- d) Provide (1-2) intermediate site observations with written report at relevant stage of construction.
- e) Provide (1) final site observation upon construction completion including punch with final observation or punch-list report.

II. EXCLUSIONS:

The following services are excluded or subject to an additional fee:

- A. Audio Visual System. Design, specification, coordination, or documentation of any AV systems.
- B. Specialty Acoustics: Design, specification, coordination, documentation, and commissioning of any room acoustics design or interior sound insulation design.
- C. Project Meetings: Provisions for attendance at weekly project meetings during construction phase.
- D. On-Site Engineer: Provisions required for a full-time on-site engineer.
- E. Installation: Materials, installation, and testing of any system components.
- F. CAD Standards: Provisions for standards or layering strategy other than M-E Engineers, Inc. standards.
- G. Commissioning: Provisions for commissioning and certification of any system.
- H. Other: Design, specification, coordination, documentation, and commissioning of any other low voltage special systems not mentioned above i.e. Building Management System, etc. This includes all raceway infrastructure, cable, terminals, and other associated equipment, etc.

III. FEE PROPOSAL:

- A. Services Fee:

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

The fee break-out is as follows:

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

IV. TERMS AND CONDITIONS:

A. Reimbursable Expenses:

Reimbursable expenses will be billed monthly at cost for the following: Travel costs in connection with the project, including transportation and subsistence; messenger service; express mail; printing costs except for the normal exchange during project.

B. Schedule and Continuity:

Fees are based on the assumption that the project will run without interruption and is scheduled for completion on or before the currently scheduled date. If there are extended delays beyond our control, we would expect to negotiate with you for an equitable adjustment of our compensation.

C. Contract Execution:

The Client may execute an AIA standard contract with M-E Engineers, Inc., upon acceptance of this proposal. This proposal, along with any other approved letters outlining our scope of work, will be an appendix to the contract. All contracts shall be subject to review by M-E Engineers' legal representative prior to contractual binding of services and fees.

D. Approval:

We must receive a signed copy of this proposal prior to performing substantial work.

E. Additional Terms and Conditions:

Refer to attached document ~~Exhibit A~~ for additional requirements.

EXHIBIT A

Please sign this letter and return a copy to us for our files. We are looking forward to working with you on this exciting project. In the event you have any questions or require any additional information, please contact me.

Sincerely,

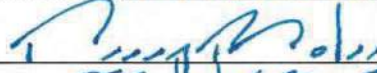
M-E Engineers, Inc.
Denver Office



Kevin Devore, RCDD
Principal
Technology Design Group

Approved and accepted this 9TH day of SEPTEMBER, 2022

Organization: BRINKLEY SARGENT WIGINTON ARCHITECTS

By:  Title: SENIOR PRINCIPAL
DENNY BOLES

Cc: Chris Jones-ME/Denver
Austin Simmons-ME/Denver
Mike Hart-ME/Denver
Drew Shivley-ME/Dallas

**ME ENGINEERS, INC.
HOURLY RATE SCHEDULE – 2022**

Senior Principal	\$300/hr
Principal	\$280/hr
Associate Principal	\$260/hr
Sr. Associate	\$240/hr
Associate	\$225/hr
Senior Project Manager	\$215/hr
Project Manager	\$190/hr
Project Engineer	\$160/hr
Designer	\$140/hr
Sr. BIM Coordinator	\$130/hr
BIM Coordinator	\$125/hr
CAD Technician	\$115/hr
Administrative Staff	\$110/hr

ME ENGINEERS' BIM PROTOCOLS

The following protocols apply to the production, use of, and limits of the electronic model used by, or created by, ME Engineers as part of the project Building Information Modeling (BIM) process and specific to the Mechanical, Electrical, Plumbing and Technology (MEPT) systems or This Part of the Project designed by ME Engineers, Inc.

The definitions, terms and limits, and descriptions herein shall supersede any contract terms and conditions relating to BIM, or, BIM Execution Plan, or similar BIM article(s), when applied to ME Engineers, Inc., included as part of the Project.

Purpose of the Model:

The electronic model is an instrument of service, intended for the production of 2-Dimensional (2D) Contract Documents via a 3-Dimensional (3D) design and coordination process. ME Engineers may choose to model those elements determined suitable for 3D coordination. However, the model will not include all elements necessary for complete MEPT systems design and installation nor will it include all elements and requirements reflected on the 2D Contract Documents, which include the Project drawings and specifications.

Expectations for Limits of Modeled Elements:

The model will be used for coordination between design team members as outlined in the Level of Development section below. At the onset of the Project, the design team will agree on the limits of modeled elements.

Generally, modeled elements will include the following:

- HVAC: Pipes greater than 3" (nominal size, not including insulation), ductwork modeled at a design level for general design intent, equipment, and diffusers, registers, grilles, and louvers.
- Plumbing: Piping greater than 3" (nominal size, not including insulation), equipment, fixtures.
- Electrical: Conduit greater than 3", light fixtures, distribution equipment and panels.

The model will generally not include the following:

- Flanges, fittings, hangers, pull boxes, seismic restraints, and other assembly data subject to the means and methods of construction.
- Thermostats, sensors, detectors, switches and other wall/ceiling devices denoted by symbol on the plans.
- Dampers and duct accessories with some exceptions at the discretion of ME Engineers.
- Valves and pipe specialties with some exceptions at the discretion of ME Engineers.
- Specific connections to equipment with some exceptions at the discretion of ME Engineers.
- Exterior pipe and duct Insulation and interior ductwork liner will not be modeled.
- Fire Protection systems other than the main piping and components used to develop the performance design
- Conduit and panels for automated control systems
- Conduit and devices for Fire Alarm systems
- Other "performance design" elements will not be modeled
- Accurate quantities suitable for estimating, construction, or cataloguing.
- Specific manufacturer information other than where ME Engineers, Inc., at its sole discretion, chooses to include such information.
- Representation or controlling criteria in regards to the sequencing of construction. Any such information presented by the model is coincidental.
- Fully coordinated systems.

Other stipulations:

- Under no conditions may the model be used for fabrication or quantity take-offs.
- If the model is forwarded to the Contractor and/or subcontractors, the Contractor and subcontractors may only use the model as a reference-only model to understand design intent.

As noted herein, the model is an instrument of service. As such, any information contained in the model is subordinate to the printed, 2D Contract Documents. In the case of any conflicts or differences, the 2D Contract Documents are the controlling documents.

Level of Development (LOD):

The following LOD descriptions shall apply to the work performed by, and model provided by, ME Engineers, Inc. These descriptions include the content requirements and associated authorized uses for each progressively detailed LOD. Each subsequent LOD builds on the previous LOD. The model content requirements apply only to those systems, components, and assemblies ME Engineers chooses to include within the model. The authorized uses noted herein constitute the only allowed uses of the model.

LOD 100

Model Content Requirements. Basic spatial requirements and system concepts used to support the development of the architectural model. Systems and components are not modeled for dimensional or location accuracy.

Authorized Uses. The model may be used to generate 2D drawings representing the design concept. The model may be used by the design team for developing concepts and coordination criteria.

Application. An LOD 100 model will apply to Concept Design and Schematic Design phases.

LOD 200:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached

to Model Elements at the sole discretion of ME Engineers, Inc. While modeled elements are intended to support the coordination process, modeled elements shall not be considered coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 200 model will apply to the Design Development phase.

LOD 300:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers, Inc. At this LOD and at the sole discretion of ME Engineers, specific model elements accurate in terms of size and shape may be included. These elements may or may not be imported from specific manufacturers in order to define a basis of design. Where equipment elements are shown, ME Engineers makes no representation of the accuracy of the elements since any manufactured equipment or component is subject to continual change and alternate manufacturers are typically permitted. While modeled elements are intended to support the coordination process at a more detailed level, modeled elements shall not be considered completely coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components, primary system components, and secondary distribution components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 300 model will apply to the Contract Document phase.

LOD 400:

Model Content Requirements. Model elements are modeled as specific systems, components, or assemblies that are accurate in terms of size, shape, location, and quantity with fabrication, assembly, and detailing information. Non-geometric information may be attached to Model Elements. Where possible, elements are modeled from actual manufacturer's data to include information specific to the selected manufacturers.

Authorized Uses. The Contractor may choose to produce an LOD 400 model to generate 2D coordination drawings and/or for detailed, 3D installation coordination amongst the construction team. During this process the design model, which is not an LOD 400 model, may be used by the construction team as a reference-only document to help clarify the design intent.

Application. An LOD 400 model will apply to the Shop Drawing and Construction Coordination phases and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 400 model.

LOD 500:

Model Content Requirements. Model elements are modeled as actual constructed (As-built) systems, components, and assemblies accurate in terms of size, shape, location, and quantity. Non-geometric information including Operation and Maintenance Data and linked submittal data is attached to Model Elements where applicable.

Authorized Uses. The model may be used for maintaining, altering, and adding to the Project, but only to the extent consistent with any license granted in other binding Agreements or Contracts or in a separate licensing agreement.

Application. An LOD 500 model will apply to the As-Built phase and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 500 model.

Clash Detection:

It is expected clash detection will be performed by the design team to aid in design coordination. Due to the limits of available software, elements identified as "clashing" may not actually be in conflict and should not be construed as conflicts or errors on the part of the design team. If clash detection will be utilized, an agreement will be made as to what constitutes a "clash" and when resolution of clashes is required. The model is a design tool rather than an installation tool. Therefore, some clashes are expected and may be left in place where a construction resolution is available.

Insomuch as we do not have complete control over the design, selection of materials, or sequencing of construction for the Project, ME Engineers, Inc. makes no representation that the model will be "clash-free" or without conflicts requiring resolution by the Contractor during the formal production of Shop Drawings and field Coordination Drawings.

Availability of Model:

The model will be made available subject to the Terms of the Prime Agreement.

Contractor's Role:

The Contractor is solely responsible for the decisions made for their use of the model. The Contractor is ultimately responsible for the complete and coordinated installation of all systems depicted on the Contract Documents, whether or not said systems are completely depicted within the model. The model, as an instrument of service, is not intended to dictate means and methods, scheduling requirements, sequencing, or exact quantities; these requirements are the sole responsibility of the Contractor.

Integrated Project Teams:

When integrated project teams, such as Design/Assist, Design/Build, Lean Design, or CM/GC, are part of the project the terms herein shall still apply. However, the project team may alter certain aspects of these terms to allow shared roles in regards to the development of the model. Any such alterations must be approved by ME Engineers, Inc. and shall be implemented without additional liability to ME Engineers, Inc.

Ownership of Documents:

The model, and all documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers, Inc.

ME ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions are a part of this Agreement.

ME Engineers, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, ME Engineers will have access to the site for activities necessary for the performance of the services. ME Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

~~Any claims or disputes made during design, construction or post construction between the Client and ME Engineers shall be submitted to non-binding mediation. Client and ME Engineers agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.~~ **PER PRIME AGREEMENT-EXHIBIT A**

Billing/Payments:

Invoices for ME Engineer's services shall be submitted, at ME Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, ME Engineers may, ~~without waiving any claim or right against the Client, and without liability whatsoever to the Client,~~ terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. ~~In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.~~

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless ME Engineers, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ME Engineers.

Certifications:

Guarantees and Warranties: ME Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ME Engineers cannot ascertain.

Limitation of Liability:

~~In recognition of the relative risks, rewards and benefits of the project to both the Client and ME Engineers, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ME Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$1,000,000. Such causes include, but are not limited to, ME Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~ **PER PRIME AGREEMENT-EXHIBIT A**

Verification of Existing Conditions Clause:

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of ME Engineers, Inc., (the Client) agrees to indemnify and hold ME Engineers, Inc. harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

Termination of Services:

This agreement may be terminated by the Client or ME Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ME Engineers for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

~~All documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.~~



ACCESS by DESIGN

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

23 August 2022

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

**Re: Burleson City Hall Renovation
 Burleson, Texas
 Proposal for Accessibility Consulting Services**

Dear Mr. Boles:

Access by Design, Inc. ("AbyD" and/or the "Consultant") is pleased to submit this proposal for Consulting Services to Brinkley Sargent Wiginton Architects (the "Architect"). This proposal, once executed by both Consultant and Architect, will allow work to commence immediately on your Project. Following such execution by the parties, this letter shall serve as either a final agreement or an interim agreement subject to a final contract which will be entered into by the parties and to which this letter will be attached and incorporated for all purposes. Thank you for inviting me to submit this proposal for consulting services on the Burleson City Hall Renovation project. We look forward to the opportunity to work with you.

Project Scope

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

- Access by Design will perform a preliminary plan review of documents provided by the Architect. The project will be evaluated for compliance with the Texas Accessibility Standards and findings will be documented in a written report.
- Access by Design will perform a TAS plan review of permit submittal drawings as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report. This fee shall include up to one revisions review.
- Access by Design will perform a TAS site inspection upon completion of construction as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report including photos of any noncompliant conditions. This fee shall include a single site visit. Any additional visits requested by the Owner or Architect will constitute an additional service and shall be billed at an hourly rate of \$190 per hour, two hours minimum.

Proposed Fees

Preliminary Plan Review	\$ 705
TAS Plan Review	\$ 885
TAS Inspection	\$ 885
TDLR Project Filing Fee	\$ 175
Inspection Travel Fee	\$ 70
Total	\$ 2,720

Reimbursable Expenses

Access by Design will require reimbursement for out-of-pocket expenses, including TDLR Project Filing Fee and travel fees based upon round trip mileage, where applicable.

Schedule

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

Assumptions and Exclusions

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

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

Sincerely,



Kimberly J. Goss
President

ACKNOWLEDGED AND APPROVED BY:


Signature

SEPTEMBER 9, 2022
Date

PENNY POLES/SENIOR PRINCIPAL
Name / Title

BRINKLEY SARGENT WIGINTON ARCHITECTS
Company

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:
2022-932538

Date Filed:
09/12/2022

Date Acknowledged:

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

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

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.

City Hall Renovation Design
Architectural design services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sargent, Harold	Dallas, TX United States	X	

5 Check only if there is NO interested Party.

☐

6 UNSWORN DECLARATION

My name is Leann Phipps, and my date of birth is 7/1/1980

My address is 5000 Quorum Dr., Suite 600 Dallas TX 75254 USA
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 12 day of September, 2022
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Special Meeting

DEPARTMENT: Public Works
FROM: Eric Oscarson, Public Works Director
MEETING: September 12, 2022

SUBJECT:

Consider approval of resolution authorizing a real estate contract with Jerry L. Trimble, as seller, to purchase fee simple title to a 3.96 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 2413 SW Hulen Street, ; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; and providing an effective date. *(Staff Contact: Eric Oscarson, Public Works Director)*

SUMMARY:

The continued growth of the City requires improvements to the mobility through the community. The Mobility Master Plan identifies multiple roadways that require expansion or realignment to best accommodate the future needs of the City. The extension of Alsbury Boulevard is one of the roadways identified to be extended to CR 914 (Lakewood Drive) to improve connectivity to areas of new development.

The extension of Alsbury Boulevard requires a realignment of the roadway to through the roundabout, over two small creeks, and reconnecting with CR 1020. The project requires right-of-way acquisition from multiple property owners to complete the construction of the roadway. The property at 2413 SW Hulen Street was identified as one of the properties required to be purchased in order to complete the roadway. During initial design of the project, staff assessed the property and budgeted for the purchase of the property. In April and June 2022 City Council approved the purchase of two other tracts of land for this project. This is the final tract purchase for this project. All other properties involved will only require right-of-way and/or easement acquisition.

OPTIONS:

- 1) Approve the resolution authorizing a real estate contract with Jerry L. Trimble, as seller, to purchase fee simple title to a 3.96 acre tract of land, more or less, commonly known as 2413 SW Hulen Street.

- 2) Deny the resolution authorizing a real estate contract with Jerry L. Trimble, as seller, to purchase fee simple title to a 3.96 acre tract of land, more or less, commonly known as 2413 SW Hulen Street.

RECOMMENDATION:

Approve the resolution authorizing a real estate contract with Jerry L. Trimble, as seller, to purchase fee simple title to a 3.96 acre tract of land, more or less, commonly known as 2413 SW Hulen Street

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

None

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: GO Bond
Full Account #: 361-7500-439.70-02
Amount:
Project (if applicable): 167364 (ST2202)
Financial Considerations:

STAFF CONTACT:

Eric Oscarson
Public Works
eoscarson@burlesontx.com
817-426-9837

City Council Regular Meeting

DEPARTMENT: Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: September 19, 2022

SUBJECT:

Approve a resolution authorizing staff to enter negotiations with CHC Development in response to their submission on RFP 2022-12, sale or long-term ground lease of real property located at 130 East Renfro Street, Burleson, Texas. (*Staff Contact: Alex Philips, Economic Development Director*)

SUMMARY:

On April 4, 2022, the City Council directed staff to release a request for proposals to sell or long-term ground lease real property located at 130 E. Renfro St., currently the site of Hill College. Hill College is on track to move from this location to their new location (the former Kerr Middle School) by the end of the 2022. The following vision was cast by City Council and was included in RFP 2022-12:

- Allow retail, restaurant and office uses
- On or multiple building not to exceed 32 feet in height
- Prefer no multi-family/residential uses
- All options to include consistency with Old Town architecture, market based rents and tie into Old Town district walkability

RFP 2022-12 was open for 91 days and distributed to all major developers in the DFW area. One submission was received when the RFP closed on July 29, 2022. CHC Development, located Fort Worth. CHC Development's proposal presents the following criteria:

- Mixed-use development containing two building totaling 26,000sf and 158 parking spaces
 - Building 1: two stories containing 8,000sf of retail and 12,000sf of office space
 - Building 2: one story containing 6,000sf of retail
- The buildings will share an open-air walkway and patio ideal for outdoor restaurant seating
- Estimated \$9.6 million capital investment, excluding land cost
- Estimated timeline is 9-12 months of pre-construction followed by 12-14 months of construction anticipated to commence by Q2 2023

- CHC Development requests the consideration of cash and rebate incentives to close a \$1.6 million shortfall to complete the project as presented

Following City Council's comments and direction, staff is prepared to negotiate with CHC Development on the terms of a potential development agreement to present to City Council for consideration within 90 days.

On September 6, the City Council directed staff to exclusively negotiate with CHC Development and draft a development agreement for the Council's consideration at a later date.

OPTIONS:

- 1) Approve
- 2) Deny

RECOMMENDATION:

Approve

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING STAFF TO ENTER INTO NEGOTIATIONS WITH CHC DEVELOPMENT IN REFERENCE TO RFP 2022-12 AND THEIR PROPOSAL TO DEVELOP THE REAL PROPERTY LOCATED AT 130 E. RENFRO STREET.

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

WHEREAS, On April 4, 2022, the City Council directed staff to issue a request for proposals to sell or long-term ground lease the real property located at 130 E. Renfro Street; and

WHEREAS, the City issued RFP 2022-12 soliciting proposals to sell or long-term ground lease the real property located at 130 E. Renfro Street; and

WHEREAS, the deadline to respond to RFP 2022-12 has passed; and

WHEREAS, the City received a proposal from CFC Development, and City staff believes said proposal is the most responsive proposal received after evaluating all proposals.

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

Section 1.

City staff shall enter into negotiations with CHC Development in reference to RFP 2022-12 and their proposal to develop the real property located at 130 E. Renfro Street.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Police

FROM: Billy J. Cordell, Chief of Police

MEETING: September 19, 2022

SUBJECT:

Consider approval of an ordinance readopting curfew hours for minors under Article IV of Chapter 54 "Curfew" of the Code of Ordinances. *(Final Reading) (Staff Contact: Tim Mabry, Criminal Investigations Sergeant).*

SUMMARY:

Under State Statute 370.002, the City is to review the curfew ordinance every three years to discuss the effects on the community. The ordinance passed in April 2001, and was renewed in 2004, 2007, 2010, 2013, 2016, and 2019.

Curfew hours means:

1. 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday night until 6:00 a.m. on the following day; and,
2. 11:59 p.m. on any Friday or Saturday night until 6:00 a.m. on the following day.

Citations written by year:

2001	24	2007	101	2013	58	2019	40
2002	67	2008	69	2014	55	2020	46
2003	57	2009	105	2015	37	2021	49
2004	41	2010	107	2016	20	2022*	20
2005	95	2011	116	2017	23		
2006	108	2012	75	2018	42		

*Through January 1- July 31, 2022

OPTIONS:

- 1) Adopt the ordinance as written
- 2) Amend the Ordinance
- 3) Reject the Ordinance

RECOMMENDATION:

It is the department's recommendation to adopt the ordinance as written. Patrol officers find the ordinance to be a valuable tool to engage unsupervised minors after hours. Minor children are susceptible to become targets for offenders or to engage in crimes during late hours when unsupervised.

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

The ordinance was presented to the Mayor's Youth Council on August 29, 2022 with a recommendation to renew.

FISCAL IMPACT:

None

STAFF CONTACT:

Tim Mabry
Criminal Investigations Sergeant
tmabry@burlesontx.com
817-426-9883



Burleson Police Department

Curfew Ordinance- September 6, 2022

Billy J. Cordell

Curfew Ordinance

- **Curfew age:**
 - Under 17 years of age
- **Curfew hours:**
 - Sunday, Monday, Tuesday, Wednesday & Thursday
 - 11:00 p.m. until 6:00 a.m.
 - Friday & Saturday
 - 11:59 p.m. until 6:00 a.m.

History

Year	Citations	Year	Citations	Year	Citations	Year	Citations
2001	24	2007	101	2013	58	2019	40
2002	67	2008	69	2014	55	2020	46
2003	57	2009	105	2015	37	2021	49
2004	41	2010	107	2016	20	2022*	20
2005	95	2011	116	2017	23		
2006	108	2012	75	2018	42		

Recommendations

Options

- Approve the Ordinance as Written
- Amend the Ordinance as Written
- Deny the Ordinance as Written

Burleson Police Department's Recommendation is to adopt the ordinance as written.

Questions / Comments

ORDINANCE

AN ORDINANCE READOPTING THE JUVENILE CURFEW ORDINANCE CONTAINED IN ARTICLE IV "CURFEW" OF CHAPTER 54 "MISCELLANEOUS OFFENSES" OF THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS MAKING IT AN OFFENSE FOR MINORS, PARENTS AND GUARDIANS OF MINORS, AND BUSINESS ESTABLISHMENTS TO VIOLATE CURFEW REGULATIONS; PROVIDING DEFENSES; PROVIDING FOR ENFORCEMENT BY THE POLICE DEPARTMENT; PROVIDING FOR WAIVER BY THE MUNICIPAL COURT OF JURISDICTION OVER A MINOR WHEN REQUIRED UNDER THE TEXAS FAMILY CODE; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION; AND PROVIDING FOR PENALTIES.

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, on April 12, 2001, the City Council of the City of Burleson adopted Ordinance B-662, codified in Article IV of Chapter 54 of the City of Burleson Code of Ordinances, providing for a juvenile curfew; and

WHEREAS, on October 7, 2019, the City Council of the City of Burleson amended Ordinance B-662 by adopting Ordinance No. CSO#1129-09-2019 (together the "Juvenile Curfew Ordinance"); and

WHEREAS, pursuant to Section 370.002 of the Texas Local Government Code, before the third anniversary of the date of adoption of a juvenile curfew ordinance, and every third year thereafter, the governing body of the home-rule municipality is required to "review the ordinance's effects on the community and on the problems the ordinance was intended to remedy, conduct public hearings on the need to continue, abolish, or modify the ordinance"; and

WHEREAS, the City Council last reviewed Juvenile Curfew Ordinance on October 7, 2019; and

WHEREAS, on September 6, 2022, and September 19, 2022, the City Council reviewed information provided by the Burleson Police Department regarding citations and curfew cases; and

WHEREAS, on September 6, 2022, the City Council held a public hearing on the Juvenile Curfew Ordinance and heard all persons desiring to speak on the matter; and

WHEREAS, the City Council finds the Juvenile Curfew Ordinance also encourages parents to take responsibility for the whereabouts of their minor children; and

WHEREAS, the City Council desires to provide for the protection of minors and for the enforcement of parental control; and

WHEREAS, the City Council reviewed the Juvenile Curfew Ordinance's effects on the community and the problems the ordinance is intended to remedy; and

WHEREAS, the City Council deems it necessary and proper and in the best interests of the public health, safety, and general welfare to continue a curfew for persons under 17 years of age.

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

Section 1.

Ordinance B-662 as amended by Ordinance No. CSO#1129-09-2019, codified in Article IV of Chapter 54 of the City of Burleson Code of Ordinances, providing for a juvenile curfew is hereby readopted, ratified, republished, and extended pursuant to Texas Local Government Code Section 370.002.

Section 2.

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

Section 3.

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

Section 4.

Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this Ordinance that has been initiated or arisen under or pursuant to Ordinance No. B-622, Ordinance No. CSO#1129-09-2019, or any other ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

Section 5.

That the terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence,

clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 6.

That it is the intention of the City Council and is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Burleson, and that the sections of this ordinance may be renumbered or relettered to accomplish such intention.

Section 7.

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

Section 8.

This ordinance shall become effective immediately upon its passage and publication as required by law.

Section 9.

That a violation of this ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be as provided for in Section 54-115 of the Code of Ordinances of the City of Burleson which shall be a fine not exceeding \$500.00, and each day a violation exists shall be a separate offense.

PASSED AND APPROVED:

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: September 19, 2022

SUBJECT:

Consider approval of a three year contract with Core and Main, L.P. for the purchase of water meters with a total not to exceed \$553,032. (Staff Contact: Eric Oscarson, Director of Public Works)

SUMMARY:

Title 30, Chapter 288 of the Texas Administrative Code requires the City to update its Water Conservation Plan every five years. City Council approved the update to the City's plan by Resolution CSO#1013-04-2019 on April 15, 2019. Section 5.2 of the Water Conservation Plan requires water meters 1" in size or smaller to be replaced every ten years. The plan also calls for meters 1-1/2" and 2" to be tested every third year and meters larger than 2" tested annually. Water meters lose accuracy as they age resulting in non-billed water loss. Since 2009, approximately 10% of 5/8"X3/4" and 1" water meters (primarily in residential areas) have been replaced each year to ensure accurate reading and billing of water consumption. The larger meters have been tested, and repaired if needed, according to the Water Conservation Plan's testing schedule.

Currently, the City's water meter system consists entirely of Neptune meter bodies and registers. The automatic meter reading system currently deployed allows greater meter reading efficiency by driving each street and collecting meter data through radio transmission. This system has reduced the amount of time spent reading meters to approximately 40 employee-hours per month. This increased efficiency allows meter replacement to be performed by City employees. Since the meter reading system is a Neptune product designed to read Neptune meter registers all replacement meters should be Neptune meter bodies. A letter from Neptune Technology Group is attached documenting that Core and Main, L.P. is the sole authorized distributor for Neptune Technology Group in the State of Texas.

City Council took prior action related to this item (as detailed in Prior Action below) by awarding Core and Main L.P. a multi-year water meter purchase contract with a not to exceed \$322,600. However, the not to exceed amount is nearly realized.

Due to growth of the city as well as cost increase per meter this request is to purchase the necessary replacement water meters as well as new water meters to facilitate growth for three years with a total not to exceed \$553,032.00.

- 1) Approve of a three year contract with Core and Main L.P. for the purchase of water meters with a total not to exceed \$553,032.
- 2) Deny the contract.

RECOMMENDATION:

Approve of a three year contract with Core and Main L.P. for the purchase of water meters with a total not to exceed \$553,032.

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

City Council took prior action related to this item at the December 14, 2020 City Council meeting when it awarded a meter purchase contract to Core and Main L.P. with term December 15, 2020 through December 14, 2023 with a not to exceed \$322,600.

FISCAL IMPACT:

First Year Budget (2023)

Budgeted Y/N: Y

Fund Name: Water/Wastewater

Full Account #s: 401-4041-511.78-02

Amount: \$184,344.00

STAFF CONTACT:

Name: Eric Oscarson

Title: Director of Public Works

eoscarson@burlesontx.com

817-426-9837

Purchase of Water Meters



Background

- This request is for approval of a three year contract with Core and Main, L.P. for the purchase of water meters with a total not to exceed \$553,032.
- Neptune Water Meter System
 - Our system is 100% Neptune water meters (except some temporary [fire hydrant/construction] meters are not)
 - Neptune Automated Meter Reading (AMR) built into each meter
 - Reduced staff time to read meters
 - Allows for in-house meter replacement with current staff
- Water Meter Replacement and Testing
 - Due to reduction in accuracy and non-billed water loss over time, the Water Conservation Plan requires replacement of small water meters every 10 years and testing of larger meters based upon size and time in service.
 - Since 2009 - approximately 10% of small water meters replaced each year
 - Meters 1-1/2" and 2" tested every third year
 - Meters larger than 2" tested annually
 - Ensures accuracy of customer usage billing
- Water Meter Purchases with this contract
 - Meter replacement (as described above)
 - New Development
 - Maintenance



Background (cont'd)

- Previous City Council Action

- December 14, 2020 City Council meeting
- Awarded Core and Main meter contract with term December 15, 2020 through December 14, 2023.
- Total term Not to Exceed \$322,600.00
- Due to development current contract not to exceed has been realized

- New Contract Request

- Core and Main is sole source for purchase of Neptune meters in Texas
- Request to award Core and Main meter contract for three years
- City has the ability to terminate the agreement without cause with thirty (30) days written notice to vendor
- Average spent on meter purchase over last 21 months \$15,362 per month
- New contract not to exceed request \$553,032.00



Options

recommended



Approve of a three year contract with Core and Main, L.P for the purchase of water meters with a total not to exceed \$553,032.



Deny the contract.



AGREEMENT FOR NEPTUNE WATER METERS AND ASSOCIATED PARTS

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20____, by and between the **City of Burleson**, a Texas home rule municipality, ("**CITY**"), with offices located at 141 W. Renfro St., Burleson, TX 76028, and **CORE & MAIN, LP**, a Florida limited partnership, ("**SUPPLIER**") with offices located at 7197 Latham Drive, Richland Hills, TX 76118, and duly authorized to conduct business in the State of Texas. CITY and SUPPLIER are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, SUPPLIER engages in the business of supplying Neptune meters and associated parts; and

WHEREAS, CITY has determined that it is necessary, expedient, and in the best interest of CITY to retain SUPPLIER to provide the goods described in this Agreement; and

WHEREAS, CITY has standardized on Neptune meters; and

WHEREAS, SUPPLIER is the sole authorized Neptune distributor in a geographical area that includes the CITY;

NOW, THEREFORE, the CITY and SUPPLIER, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. SCOPE OF WORK

SUPPLIER shall provide and CITY shall purchase Neptune water meters and associated parts as described in more particular specificity herein based on the terms and conditions of this Agreement. SUPPLIER agrees to provide the goods as set forth in the Scope of Work, defined below, issued against and subject to the terms and conditions of this Agreement.

2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

Exhibit "A" Scope of Work;
Exhibit "B" Pricing Schedule;
Exhibit "C" Insurance Requirements; and
Exhibit "D" Warranty

These exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

3. TERM

The term of this Contract shall be a period of three (3) years beginning on October 1, 2022 and continuing through September 30, 2025. This Agreement may be terminated by the parties as provided herein.

4. COMPENSATION

4.1. Pricing. The quoted pricing specified in Exhibit “B” shall be pricing for the goods provided and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

4.2 Adjustments to Pricing Schedule. Requests for equitable price adjustments due to increases imposed on the SUPPLIER by the manufacturer may be presented to the CITY. The SUPPLIER must submit requests ninety (90) days in advance for consideration. Requests must be submitted with notice of manufacturer’s increase and all appropriate backup and supporting documentation. Requests will be reviewed and any changes will be negotiated between the CITY and the SUPPLIER. No more than one price increase is allowed in a three (3) month period.

5. INVOICES AND TIME OF PAYMENT

5.1 Invoice and Payment. 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 shall be due within thirty (30) days of the receipt by CITY of SUPPLIER’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. CITY shall approve of all invoices prior to payment.

5.2 Unacceptable Product. CITY will notify SUPPLIER that the delivered goods, or any part thereof, is unacceptable, within 20 days of receipt of an invoice and provide SUPPLIER opportunity to cure the deficiency.

6. RESPONSIBILITIES OF SUPPLIER

6.1 SUPPLIER Responsibilities. SUPPLIER shall have the following responsibilities:

- (1) SUPPLIER shall perform the work in accordance with the terms and conditions of this Agreement.
- (2) SUPPLIER shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the goods provided pursuant to this Agreement.

7. RESPONSIBILITIES OF CITY

7.1 CITY Responsibilities. CITY shall have the following responsibilities:

- (1) CITY shall perform its obligations in accordance with the terms and conditions of this Agreement.

8. TERMINATION OF AGREEMENT

8.1 Termination for Cause. CITY shall have the right, by written notice to SUPPLIER, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include: (1) Failure to provide products that comply with the specifications herein or that fail to meet CITY'S performance standards; or (2) Failure to deliver the supplies within the time specified in this Agreement.

Prior to termination for default, CITY shall provide adequate written notice to SUPPLIER, affording SUPPLIER the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

In the event of termination by CITY for any cause, SUPPLIER shall be liable for any damage to CITY'S resulting from SUPPLIER'S default of the Agreement. This liability includes any increased costs incurred by CITY in completing contract performance.

In the event of termination by CITY for any cause, SUPPLIER shall not have any right or claim against CITY for lost profits or compensation for lost opportunities. After a receipt of CITY'S Notice of Termination and except as otherwise directed by CITY, SUPPLIER shall stop work on the date specified.

8.2 Termination without Cause. CITY may terminate this Agreement, in whole or in part, without cause. CITY shall provide SUPPLIER a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the CITY without cause, SUPPLIER shall be entitled to payment for all goods provided to the satisfaction of the CITY under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the SUPPLIER to properly perform pursuant to this Agreement. SUPPLIER shall not be entitled to any other compensation, including anticipated profits on unperformed work.

9. INDEMNIFICATION

SUPPLIER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SUPPLIER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR

BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SUPPLIER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SUPPLIER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

10. INSURANCE & WARRANTY

10.1 Insurance Required. SUPPLIER shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as Exhibit "C", during the term of this Agreement, to include any renewal terms. Insurance shall remain in force for at least three (3) years after completion of this Agreement in the amounts and types of coverage as required by Exhibit "C", including coverage for all products delivered under this Agreement.

10.2 Insurance Certificates. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in Exhibit "C" shall be filed with the CITY before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name CITY as an additional insured. No changes shall be made to the insurance coverage without prior written approval by CITY. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by SUPPLIER and delivered to the CITY thirty (30) days prior to the date of their expiration.

10.3 Warranty. Meters and equipment included in the Scope of Work that CITY purchases from SUPPLIER are warranted by the manufacturer to be free from manufacturers' defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each meter manufacturer that will supply meters and equipment as part of the Scope of Work is attached hereto as Exhibit "D". The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of this Agreement, but with changes to apply only to purchases of meters occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such equipment ("Manufacturer's Warranty Period"). Upon any breach of the manufacturer's warranty on a water meter noticed to SUPPLIER during the applicable Manufacturer's Warranty Period, SUPPLIER's sole responsibility shall be to cooperate with CITY in arranging for the manufacturer to repair or replace any defective meters or equipment.

11. MISCELLANEOUS PROVISIONS

11.1 Required Certifications.

(1) Anti-Boycotting Provisions. SUPPLIER 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, 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.
- ii. 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.
- iii. 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.

(2) Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, SUPPLIER

certifies SUPPLIER either (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization specified in Section 2252.152, Texas Government Code, or (2) meets an exception criterion specified in Subchapter F, Chapter 2252, Texas Government Code. SUPPLIER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

11.3 Government Function Clause. All parties agree that this contract is one wherein the CITY is solely performing a governmental function.

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

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

11.6 Assignment and Subcontracting. Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement, save and except, SUPPLIER may engage the services of another company to deliver the goods described herein.

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

To CITY:

To SUPPLIER:

City of Burleson

Core & Main LP

Attn: Purchasing Manager 7197 Latham Drive
141 W. Renfro St. Richland Hills, TX 76118
Burleson, TX 76028

11.8 Governmental Powers. It is understood and agreed that by execution of this Agreement, the CITY does not waive or surrender any of its governmental powers.

11.9 No Waiver. The failure of the CITY or SUPPLIER 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 SUPPLIER's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

11.10 Governing Law and Venue. This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

11.11 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.12 Force Majeure. The CITY and SUPPLIER shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, pandemics, epidemics, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

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

11.14 Review of Counsel. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

11.15 Amendment and Modification. No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

11.16 Entirety of Agreement. This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the CITY and SUPPLIER, 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.

11.17 Signature Authority. The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

11.18 No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver of CITY's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to CITY by law, except to the extent expressly provided or necessarily implied herein.

11.19 Mandatory Ownership Disclosure Provision. If required by law, SUPPLIER 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.

11.20 Non-Exclusivity. Agreement is non-exclusive and CITY may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

11.21 No Third-Party Beneficiaries. Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

11.22 Basic Safeguarding of SUPPLIER Information Systems. SUPPLIER shall apply basic safeguarding requirements and procedures to protect the SUPPLIER'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).

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

The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:

CORE & MAIN, L.P.:

By: _____
Bryan Langley, City Manager

By: Bob O'Brien

Printed Name: Bob O'Brien

Title Branch Manager

Date: _____

Date: 9-6-2022

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit "A"
Scope of Work

- 1.01 SCOPE
Supplier shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver Neptune meters, related parts, and accessories (Products) on an "as needed" basis that will meet the requirements of this Agreement.
- 1.02 GENERAL REQUIREMENTS
- A. Deliver parts FOB Destination.
 - B. Items can be deleted or added at any time during the term of this Agreement by means of a written amendment.
 - C. Obtain pre-approval by the City prior to making any substitutions.
- 1.03 SERVICE REQUIREMENTS
Suppliers' services include, but are not limited to the following:
- A. Making deliveries to City of Burleson Service Center, 725 SE John Jones Dr, Burleson, Texas 76028 between 7:00 AM and 3:00 PM.
 - B. Providing a delivery ticket with each delivery to include date of deliver/service, description, quality, deliver/service location, PO number, and Release Order number.
 - C. Obtaining an authorized signature from the City representative receiving the Product(s).
 - D. At its own expense, pick up any Product delivered that does not meet the performance and quality assurance set forth by the City. At the City's discretion the Supplier will be required to replace or provide full credit for any and all returned products within 72 hours of pickup.
 - E. Make deliveries of new parts within forty-five (45) days of receipt of an order, with a goal of delivery within 30 days of receipt of an order.
 - F. Notify the City within 90 days of manufacturer's plant shut down.
- 1.04 *This provision intentionally left blank.*
- 1.05 CITY RESPONSIBILITIES
- A. The City will provide written notice of warranted defective product to the Supplier within the period of guarantee.
 - B. The City reserves the right to reject any or all materials if, in its judgement, the item reflects unsatisfactory workmanship or manufacturing or shipping damage.

Exhibit "B"
Pricing Schedule

1.01 FEES

Supplier pricing for Neptune meters and associated parts shall be as shown below and shall remain firm for a minimum of thirty (90) days after execution of the Agreement:

PRICING GOOD 9-1-22 THRU 8-31-23		
NEPTUNE METERS	METER PART#	
MISC R900I REGISTERS W/SNUB		\$ 201.71
5/8x3/4 T10 R900I METER W/SNUB	ED2B31RWG3	\$ 243.56
3/4" T10 R900I METER W/SNUB	ED2D21RWG3	\$ 295.97
1" T10 R900I METER W/SNUB	ED2F21RWG3	\$ 362.47
1-1/2" T10 R900I METER W/SNUB	ED2H11RWG3	\$ 572.26
1-1/2" HPT R900I METER W/SNUB	ET4HRWG3	\$ 849.37
2" T10 R900I METER W/SNUB	ED2J11RWG3	\$ 752.91
2 HPT R900I LESS STRAINER	ET4ARWG3	\$ 849.37
2 TF R900I LESS STRAINER	EC2ARWG3	\$ 1,846.15
3 TF R900I WITH STRAINER	EC3BRWG3	\$ 3,398.59
3 HPT R900I WITH STRAINER	ET4BRWG3	\$ 2,203.18
4 TF R900I WITH STRAINER	EC3CRWG3	\$ 4,797.74
4 HPT R900I WITH STRAINER	ET4CRWG3	\$ 3,043.23
6" TF R900I WITH STRAINER	EC3DRWG3SG90	\$ 8,361.94
3" FIRE HYDRANT METER-DIRECT READ	ET2BR8G1	\$ 1,305.94
UME TURBO(PRICE PER INCH)R900I		\$ 418.00
UME COMPOUND(PRICE PER INCH)R900I		\$ 835.00
MAINCASE GASKET 2" TF	9675-001	\$ 4.90
5/8 T10 CHAMBER	9400-600OS/9400-900NS	\$ 21.00
1-1/2 T10 CHAMBER	9098-600	\$ 111.00
2 T10 CHAMBER	9098-610	\$ 142.00
2" Strainer	53120-000	\$ 434.44
5/8x3/4 T10 METER BODY	DM5B21	\$ 49.83
1 T10 Meter Body	DM2F21	\$ 150.15
3" ZINC FLG B&G KIT		\$ 9.00
3" 304SS FLG B&G KIT		\$ 14.40

1.02 PRICE ADJUSTMENT

Supplier fees for Neptune meters, related parts, and accessories shall remain firm for a minimum of thirty (90) days after execution of the Agreement. No more than one price increase is allowed in a three (3) month period.

Exhibit "C"
Insurance Requirements

1.01 INSURANCE

Supplier, consistent with its status as an independent contractor, shall carry and shall require any of its subcontractors, if any, to carry, at least the following insurance in such form, with such companies, and in such amounts:

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

Exhibit "D"
Warranty

1.01 The warranties on water meters included in in this Agreement shall be as follows:

- (a) General. Meters and equipment that City purchases from Supplier are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each meter manufacturer that will supply meters and equipment under this Agreement is attached hereto as Appendix D-1, attached hereto and incorporated herein by reference for all purposes.

Appendix D-1
Neptune Warranties

Attached to this Appendix D-1 are the manufacturers' warranties.



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

E-CODER®)R900i™

1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any E-CODER®)R900i™ that has shipped on or since August 1, 2021.

2. E-CODER)R900i

Neptune Technology Group Inc. warrants that the E-CODER)R900i (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the E-CODER)R900i (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing E-CODER)R900i free of charge for the first ten (10) years and at a discount off of the then-current list price during the remaining ten (10) years according to the discount schedule at the right.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to E-CODER)R900i Installation and Maintenance Guide). This warranty does not apply to any E-CODER)R900i that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the E-CODER)R900i register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE E-CODER)R900i IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE E-CODER)R900i. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE E-CODER)R900i ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN E-CODER)R900i AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE E-CODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

Year of Failure	E-CODER)R900i Replacement Price Discount*
1-10	Full replacement: 100%
11	70%
12	70%
13	60%
14	60%
15	50%
16	45%
17	40%
18	35%
19	30%
20	25%

* Replacement price discount percentages will be applied towards then-current contract prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement E-CODER)R900i registers are warranted for one (1) year after date of shipment or balance of original E-CODER)R900i warranty, whichever is greater.



Neptune T-10®, HP Turbine, TRU/FLO® Compound Cold Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10®, HP TURBINE, TRU/FLO® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast-iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001, shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10.

Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8" & 3/4" x 3/4"	1/4 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.



2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



Re: Burleson Annual Neptune Meter Contract – 2022-2023 Price Increase

Micheal,

When the City of Burleson's current pricing expires on 8/31/22 we will be asking for a 0%-43% increase depending on the product. Some things stayed the same and some things went up varying amounts. This is due to raw material and electronic component increases that our factory is still experiencing.

Thanks,

Charlie

A handwritten signature in black ink, appearing to read 'Charlie L. Lutz'.

9-1-22

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.

Core & Main LP
Richland Hills, TX United States

Certificate Number:
2022-929315

Date Filed:
09/01/2022

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.

ITB 2016-012
Annual Contract for Water Meters

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rorick, Ian	ST LOUIS, MO United States	X	
	Newman, Margaret	ST LOUIS, MO United States	X	
	LeClair, Stephen O.	ST LOUIS, MO United States	X	
	Gipson, Dennis	ST LOUIS, MO United States	X	
	Cowles, Bradford A.	ST LOUIS, MO United States	X	
	Core & Main Intermediate GP, LLC	ST LOUIS, MO United States	X	
	Kimbrough, Orvin	ST LOUIS, MO United States	X	
	Mazzarella, Kathleen	ST LOUIS, MO United States	X	
	Zrebiec, J.L.	ST LOUIS, MO United States	X	
	Witkowski, Mark R.	ST LOUIS, MO United States	X	
	Sleeper, Nathan	ST LOUIS, MO United States	X	
	Schaller, John	ST LOUIS, MO United States	X	
	Castellano, James	ST LOUIS, MO United States	X	
	Berges, James	ST LOUIS, MO United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.

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Richland Hills, TX United States

Certificate Number:
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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.

ITB 2016-012
Annual Contract for Water Meters

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 Bob O'Brien, and my date of birth is _____.

My address is 7197 Latham Dr, Richland Hills, Tx, 76118, 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 2 day of September, 20 22.
(month) (year)

Bob O'Brien

Signature of authorized agent of contracting business entity
(Declarant)

September 1st, 2022

To Whom It May Concern:

I am writing this letter to confirm that Core and Main is the sole authorized distributor for Neptune Technology Group in the State of Texas.

Core and Main handles our full line of Neptune Meters, Radio Frequency Meter Reading Systems, and parts. Their local salesperson for the Dallas / Fort Worth Metro area is Micheal Sisson and he can be reached at (817) 401-9548.

If you have any question or need anything else, please give me a call at (281) 794-3133. We appreciate your business.

Sincerely,



Charlie Trimble
Senior Territory Manager

City Council Regular Meeting

DEPARTMENT: Human Resources

FROM: Rick DeOrdio, Director of Human Resources

MEETING: September 19, 2022

SUBJECT:

Consider a resolution for the rejection of all proposals responsive to RFP 2022-015 for a near site clinic for City of Burleson employees. (*Staff Presenter: Rick DeOrdio, Director of Human Resources*)

SUMMARY:

The City routinely evaluates its benefits program and cost containment programs within it. An RFP was advertised and several proposals were received for analysis. After a full analysis and cost comparison for the implementation, the cost for the clinic implementation would be over three times the current costs for similar services received under the current medical plan. Staff recommends rejection of all proposals for a near site clinic model and will research different options for cost containment.

OPTIONS:

- 1) Approve the resolution for the rejection of the proposals for the near site clinic model
(staff recommendation)
- 2) Deny the proposed resolution rejection of the proposals for the near site clinic model

RECOMMENDATION:

Approve the resolution for the rejection of the proposals for the near site clinic model

Fiscal IMPACT:

No fiscal impact

STAFF CONTACT:

Rick DeOrdio
Director of Human Resources
rdeordio@burlesontx.com
817-426-9641



Human Resources

Employee Clinic Analysis and Recommendation

FY 2022-2023

Human Resources – Strategic Plan

Strategic Focus Area 1: Operational Excellence

Objective: To make the City of Burleson a community of choice by providing outstanding customer service; leveraging technology to be an efficient and responsive organization; being financially responsible; and focusing on transparency throughout the organization.

Goal 1: Develop a high-performance workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

Human Resources – Clinic History

- As a means to further control costs associated with the City of Burleson's medical plan, various strategies were reviewed throughout the year
 - Wellness initiatives
 - New contracts with lower negotiated costs
 - Increased push for preventive services as a way to increase early illness detection
- One such idea was the implementation of near site clinic, which would provide a primary care physician services at a reduce rate to employees and family members who participate in the City's medical plan
- Staff held meetings with local clinics to gather pertinent information, and the City's benefits consultant, HUB, was engaged to assist with the formulating of the Request for Proposal (RFP) necessary to explore this possible option

Human Resources – Clinic History

- An RFP was advertised on June 3, 2022 and closed on July 1, 2022
- A total of 3 clinics organizations submitted proposals
 - Texas Health Physicians Group
 - Everside Health
 - Marathon Health made bids
- Following the submissions, an analysis of the proposals versus the current plan performance began

Human Resources – Analysis

- Texas Health Resource Group (THR) submitted the most advantageous proposals, with an annual charge of \$383,521 for year 1 and \$398,521 for year 2
 - This equates to an adjusted cost of \$212 per visit utilizing pharmacy discounts and 1,550 expected visits – unadjusted costs were \$247 average
 - HUB analyzed the City's current self insured plan for the applicable clinic services over the prior year
 - The 2021 costs under our plan was \$167,730 for 2,716 visits for the year
 - This equates to a \$62 per visit average
- Based on the current proposal, implementing the near site clinic would result in a cost approximately 3 times greater for the same services
- HUB engaged THR to try and negotiate better costs, however it was not enough to get the plan close to a break even program

Human Resources – Determination

- The City of Burleson employee population is small and healthy
- An internal survey was conducted and the results showed:
 - Participation with the clinic would not be large enough to support the annual cost outlay
 - A large number of employees have primary physicians and would not change
 - One of the clinic locations is currently utilized by many employees under the current medical plan contract at a lower cost than the clinic would be per visit
- The City employees participate in the wellness program to improve their overall health
- The City continues to engage employees in health prevention opportunities keeping costs down
- The implementation of a clinic option, at the present time, is not in the best interest of the City at this time

Human Resources – Going forward

- Staff recommends rejecting all proposals for a near site clinic model
- Staff will continue to look for ways to contain and improve medical plan expenditures to keep premiums and benefits at the best level possible

Council Direction

Options:

1. Approve the proposed rejection of the proposals for the near site clinic model (staff recommendation)
2. Deny the proposed rejection of the proposals for the near site clinic model

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, REJECTING ALL PROPOSALS RESPONSIVE TO CITY OF BURLESON REQUEST FOR PROPOSALS NUMBER 2022-015.

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 issued a request for proposals in RFP 2022-015 for a near site clinic for City employees; and

WHEREAS, the City received 3 proposals in response to RFP 2022-015; and

WHEREAS, the City Council desires to reject all proposals received in response to RFP 2022-015.

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

Section 1.

The City Council hereby rejects all proposals received in response to RFP 2022-015.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Fire
FROM: K.T. Freeman, Fire Chief
MEETING: September 19, 2022

SUBJECT:

Consider approval of a change order to an existing contract with Luminare, Inc. to pay final invoicing for the COVID-19 vaccine scheduling software in the amount not to exceed \$13,220.90. (*Staff Contact: K.T. Freeman, Fire Chief*)

SUMMARY:

Council approved a contract with Luminare Inc. on January 12, 2021 for the use of a software to assist in scheduling COVID-19 vaccines. This was in an effort to improve efficiency and effectiveness by streamlining the sign up, scheduling and reminder process. It also allowed us to track ImmTrac required information and automatically submitted the mandatory reporting information.

This action shall serve as the final payment to Luminare Inc. for services rendered through the contract end date of June 28, 2022.

This expense qualifies for FEMA reimbursement.

OPTIONS:

- 1) Approve as presented
- 2) Deny and provide direction

RECOMMENDATION:

Approve as presented

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

Council approved the initial contract on January 12, 2021.

FISCAL IMPACT:

Not to exceed \$13,220.90

STAFF CONTACT:

Name: K.T. Freeman

Title: Fire Chief

ktfreeman@burlesontx.com

817-426-9171

SERVICE AGREEMENT
(LUMINARE SOFTWARE)

This Service Agreement ("**Agreement**"), dated as of January 12th 2021 ("**Effective Date**"), is made by and between Luminare Inc., with a place of business at TMC Innovation Institute, 2450 Holcombe Blvd., Suite X, Houston, Texas 77021 ("**Luminare**"), and The City of Burleson Texas with a place of business at 141 W Renfro Street Burleson, TX 76028-4296 ("**Company**").

The parties agree as follows:

1. **Service.** The parties intend for Company to use Luminare's software services identified in Exhibit B, which is attached hereto and incorporated herein by reference, which services are will be provided to Company as a hosted, software-as-a-service application (collectively, the "**Service**"). This agreement is specifically for the product and scope as described in Exhibit B. Subject to the terms and conditions of this Agreement, Luminare grants to Company a nonexclusive and nontransferable license to use the Service for the term of this Agreement. Company's use of the Service will be solely for its own internal purposes of the Company, by its employees and any healthcare providers, pharmacists or other employees who are involved either in patient care or quality management related to patient care and who are authorized by the Company to use the Service at the Company's facility. Company and Luminare shall each comply with their respective obligations that are set forth on Exhibit A, which is attached hereto and incorporated herein by reference.
2. **Payment.** Company will pay to Luminare the fees and other amounts set forth on Exhibit B or as may be specified in any mutually agreed upon SOW that is signed by both parties and incorporated by reference into this Agreement. All fees and other amounts are exclusive of any sales use or other similar taxes or charges, and Company is responsible for all taxes or charges assessed by any governmental authority in connection with the provision and use of the Service under this Agreement, except for income taxes payable by Luminare. Fees shall be invoiced as set forth in Exhibit B or in the applicable SOW. Unless otherwise specified in Exhibit B or in the applicable SOW, any amount invoiced is due and payable no later than 30 days after the date of invoice.
3. **Term; Termination.** This Agreement commences on the Effective Date and will remain in effect for the term set forth on Exhibit A. The parties may extend this term by executing a signed modification to this Agreement. Either party may terminate this Agreement if the other Party materially breaches the terms and conditions set forth herein, provided however, that such breaching Party is provided no less than thirty (30) days in which to cure such alleged material breach following actual receipt of the written notice from the non-breaching Party describing the alleged breach in reasonable detail. This Agreement also may be terminated no more than seven days after the U.S. government revokes the employer's rights to collect their employee's Input Data. Sections 4 through 13 of this Agreement shall survive expiration or termination of this Agreement.
4. **Ownership of Service IP.** As between Company and Luminare, Company acknowledges and agrees that the software and other intellectual property underlying the Service, as well as any Service user materials, are the property of Luminare and are protected under U.S. and international intellectual property laws, including copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Luminare reserves all rights not expressly granted in this Agreement. Luminare has the right, but not the obligation, to monitor the Service, Input Data (as defined herein) and Service reports.
5. **Ownership of Input Data; Permitted Use.** "**Input Data**" means all information and data input into the Luminare Solution purchased in Exhibit B. As between Company and Luminare, Luminare

acknowledges and agrees that any Input Data is proprietary to Company and/or third parties, and not proprietary to Luminare. Company represents and warrants that it has all necessary consents, or owns or otherwise controls all necessary rights, to supply Input Data in connection with the Service and that use of Input Data for such purpose will not violate any applicable law or infringe or violate the rights of any third party. Luminare will have no liability under this Agreement for any failure of the foregoing Company representation and warranty. In addition, Company grants Luminare a nonexclusive license to use de-identified and/or aggregated data uploaded to the Service and/or produced from Company's use of the Service, for the purposes of evaluating effectiveness of the Service, making improvements to the Service, and generating statistics regarding (i) any of the results of use of the Service or (ii) the general effectiveness of medications and other treatments, individually and in concert, on disease states.

6. **Limitations of Liability.** Except for any breaches of a party's obligations relating to confidentiality or Company's obligations concerning its use of Luminare's intellectual property, in no event will either party's aggregate liability hereunder to the other party exceed the total fees paid by Company to Luminare for the twelve-month period preceding the date on which the subject liability arose. EXCEPT FOR ANY BREACHES OF A PARTY'S OBLIGATIONS RELATING TO CONFIDENTIALITY OR COMPANY'S OBLIGATIONS CONCERNING ITS USE OF LUMINARE'S INTELLECTUAL PROPERTY HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, WITH RESPECT TO THE SERVICE (EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW OR BY ANOTHER AGREEMENT BETWEEN THE PARTIES HERETO) FOR ANY LOST DATA, LOST PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER REGARDLESS OF WHETHER SUCH LOSS WAS FORESEEABLE OR THE PARTY SUFFERING THE LOSS OR DAMAGE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
7. **Disclaimers.** Company's access to and use of the Service is at Company's sole risk. Company understands and agrees that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, LUMINARE DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT
8. **USE WARNINGS. THE COMPANY DOES NOT OFFER MEDICAL ADVICE, DIAGNOSES OR OTHER HEALTH MANAGEMENT SERVICES OR ENGAGE IN THE PRACTICE OF MEDICINE. THE SERVICE IS NOT INTENDED TO BE, AND DOES NOT CONSTITUTE, A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE BY PHYSICIANS OR LICENSED INDEPENDENT PRACTITIONERS, OR A SUBSTITUTE FOR DIAGNOSIS, TREATMENT OR HEALTH MANAGEMENT AND IS OFFERED FOR INFORMATIONAL PURPOSES ONLY. FURTHERMORE, THE INFORMATION PRODUCED BY THE SERVICE IS ONLY USEFUL TO THE EXTENT THAT THE INPUT DATA IS ACCURATE. END USERS SHOULD ALWAYS RELY ON THEIR CLINICAL JUDGMENT WHEN MAKING DECISIONS REGARDING PATIENT CARE. AT ALL TIMES, IT IS THE RESPONSIBILITY OF COMPANY AND ITS END USERS TO ACCESS, REVIEW AND RESPOND TO ALL RESULTS FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY ALERTS MADE AVAILABLE BY THE SERVICE (COLLECTIVELY, SERVICE RESULTS), IN A TIMELY AND CLINICALLY APPROPRIATE MANNER, AND LUMINARE WILL HAVE NO LIABILITY TO COMPANY, ANY END USER OR ANY THIRD PARTY FOR ANY FAILURE OF COMPANY, ANY END USER OR ANY OTHER**

CLINICIAN TO APPROPRIATELY RESPOND TO ANY SERVICE RESULTS.

9. **BUSINESS ASSOCIATE AGREEMENT:** EXECUTION OF THIS CONTRACT WILL ALSO RESULT IN EXECUTION OF THE ATTACHED BUSINESS ASSOCIATE AGREEMENT AND THE TERMS INCLUDED THERE.
10. Any feedback provided by the Company regarding the Service ("**Feedback**") is the proprietary and confidential information of Luminare, and the Company hereby assigns all right, title and interest in and to such Feedback, including all intellectual property rights therein, to Luminare. The Company agrees not to disclose or provide such Feedback to any third party.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas exclusively, excluding its conflicts of laws principles. Both the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods (1980) are excluded in their entirety from application to this Agreement. The parties consent to the exclusive jurisdiction of and venue in the federal and/or state courts for Austin, Texas, for all claims arising out of or relating to this Agreement or the Company's use of the Service. Notwithstanding any law, rule or regulation to the contrary, the Company agrees that any claim or cause of action it may have arising out of this Agreement or the Company's use of the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.
12. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by the Company shall be deemed objected to by Luminare without need of further notice of objection, and shall be of no effect or in any way binding upon Luminare.
13. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, PDF) is considered an original. This Agreement may be changed only by a written document signed by authorized representatives of both parties.
14. Additional terms to this Agreement are contained in Exhibit C, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement.

LUMINARE INC.

By:

Name: Sarma N. Velamuri, M.D.
Title: Chief Executive Officer

CLIENT: CITY OF BURLESON, TX

By:

Name: Bryan Langley
Title: City Manager

Attachments: BUSINESS ASSOCIATE AGREEMENT

EXHIBIT A

to Service Agreement

Service Use Requirements; Service Specifications

Part 1 – Current Data Input and similar Technical Requirements

Company shall provide or supply, as applicable, the following: Administrative oversight to ensure adequate overview of the use of the Luminare solution purchased in Exhibit B for the Company.

Part 2 - Security Matters Concerning Use of Service

Input Data will be supplied to Luminare either by Company or on Company's behalf. In addition, in order to access reports generated by the Service, Company will have access to certain Service web page(s). Company will be responsible for maintaining the security and confidentiality of all activity (i) to supply Input Data to the Service and (ii) to access reports generated for Company by the Service. Company will take reasonable steps, including no less than industry standard security measures, to prevent unauthorized use of the Service, and Company will immediately notify Luminare in writing of any unauthorized use of any of its users' login names or passwords of which such user, or other Company party, becomes aware. Luminare may suspend the Service (in whole or in part), including without limitation suspending access for certain previously authorized users, in the event of the potential or actual compromise or unauthorized use of the Service.

Part 3 – Compliance with Applicable Law

Each party agrees to comply with all applicable federal, state and local laws, orders, regulations and regulatory standards with respect to its respective obligations and performance under this Agreement and, in the case of Company, with respect to Company's use of the Service.

Part 4 – Error Reporting

Company will follow Luminare's reasonable procedures and instructions to report any errors and difficulties it encounters with regard to the Service so as to permit Luminare to recreate and evaluate same.

Part 5 – Additional Restrictions on Company's Use of Service

Company will not (a) use the Service or any documentation, know-how or other information received from Luminare or its representatives or licensors (the "**Evaluation Materials**") to create any similar application or service, (b) decompile, disassemble or otherwise reverse engineer any technology employed by the Service, or use any similar means to discover the source code or trade secrets embodied in the Service, or otherwise circumvent any technical measure that controls access to the Service or (c) permit any third party use the Service to do any of the foregoing. Except for the limited rights and licenses expressly granted in this Agreement, no other license is granted, no other use is permitted and Luminare and its licensors will retain all right, title and interest (including patents, copyrights, trade secrets and trademarks) in and to the Service, Evaluation Materials and any underlying intellectual property (acknowledging that none of the foregoing includes any Input Data). Company will not take any action inconsistent with such ownership.

EXHIBIT B

to Service Agreement

Fee Schedule and Product Services

Solution Purchased: Luminare's Innoculate Covid Vaccine Management Solution

Contract term: Initially 6 Month term.

Total amount invoiced at time of signing contract: \$29,000

Rates are for use for the citizens of the City of Burleson TX (geographic) location unless otherwise specified		
Services	Rate	Notes
Innoculate Covid-19 Vaccine Management Solution	29,000	License of for use to Innoculate the citizens of Burleson, TX
Support	Included	Limited support during working hours by email
Protocol Vetting and Compliance Checking	Included	
<i>Pre-paid text bundle (100,000) .0015 per text \$1500</i>	Included	Texts above 100,000 will be prebilled to company in bundles of 50,000
Education Superuser training per session	Included	Web-based training is free.
Set up fee	included	
One API integration \$5,000	included	Additional API's will be billed

Special Fees

- Customization and/or special project work beyond reasonable scope may be charged at an hourly rate through December 31, 2022, with estimates provided for approval prior to proceeding.

BUSINESS ASSOCIATE AGREEMENT (FOR HIPAA)

If a Customer is a Covered Entity or a Business Associate and includes Protected Health Information in Customer Data (as such terms are defined below), execution of a license agreement that includes Luminare's Terms of use

("Agreement") will incorporate the terms of this HIPAA Business Associate Agreement ("BAA") into that agreement. If there is any conflict between a provision in this BAA and a provision in the Agreement, this BAA will control.

WHEREAS, Covered Entity and Business Associate have executed the Agreement pursuant to which Business Associate provides services (the "Agreement Services") for Covered Entity that may require Business Associate to access or create health information that is protected by state and/or federal law;

WHEREAS, Business Associate and Covered Entity desire that Business Associate obtain access to such information in accordance with the terms specified herein; and

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

1. Definitions. Unless otherwise specified in this BAA, all capitalized terms not otherwise defined shall have the meanings established in Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time, and/or in the American Recovery and Reinvestment Act of 2009 ("ARRA"). For purposes of clarification, the following terms shall have the definitions set forth below:
 - 1.1 "Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164.
 - 1.2 "Security Standards" shall mean the Security Standards for the Protection of Electronic Protected Health Information as set forth in 45 C.F.R. Parts 160 and 164.
2. Business Associate Obligations. Business Associate may receive from Covered Entity health information that is protected under applicable state and/or federal law, including without limitation, Protected Health Information ("PHI"). Business Associate agrees not to Use or Disclose (or permit the Use or Disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards or the Security Standards if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA.
3. Use of PHI. Business Associate may use PHI as necessary (i) for performing the Agreement Services, (ii) for the proper management and administration of the Business Associate, or (iii) for carrying out its legal responsibilities, provided in each case that such Uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
4. Disclosure of PHI. Business Associate may Disclose PHI as necessary (i) to perform the Agreement Services, (ii) for the proper management and administration of the Business Associate, or (iii) to carry out its legal responsibilities, provided that either (a) the Disclosure is Required by Law or (b) the Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and such person agrees to immediately notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
5. Reports. Business Associate agrees to report to Covered Entity:
 - 5.1 Any Use or Disclosure of PHI not authorized by this BAA within five (5) days of the Business Associate becoming aware of such unauthorized Use or Disclosure;
 - 5.2 Any Security Incident within five (5) days of the Business Associate becoming aware of the Security Incident; and
 - 5.3 Each report of a Breach of Unsecured PHI Discovered by Business Associate, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, Uses or Discloses Unsecured PHI, unless delayed for law enforcement purposes, shall be made without delay and in no case later than thirty (30) calendar days after Discovery of the Breach, and shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or Disclosed during such Breach. Notwithstanding

anything herein to the contrary, the provisions of this Section 5.3 shall only be applicable to Breaches that are Discovered on or after the date that is thirty (30) days after the date of publication of interim final regulations promulgated by the Secretary that address notifications of Breaches of Unsecured PHI.

5.4 Business Associate agrees to indemnify and hold harmless, Covered Entity, its Officers, directors, shareholders, agents, and employees against all liability claims, damages, suits, demands, expenses, and civil monetary penalties (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of the negligent errors and omissions or willful misconduct of Business Associate, its agents, servants, employees and independent contractors (excluding Covered Entity) in the performance of or conduct relating to this Section 5.

6. Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this BAA.

7. Individual Rights to Access and Amendment.

7.1 *Access.* If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall permit an Individual to inspect or copy PHI contained in that set about the Individual in accordance with the Privacy Standards set forth in 45 C.F.R. § 164.524, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.524, as determined by the Covered Entity. In the event a Business Associate uses or maintains an Electronic Health Record on behalf of Covered Entity, then, as of the date required by ARRA, an Individual's right of access under 45 C.F.R. § 164.524 shall include the right to obtain a copy of the PHI in an electronic format and, if the Individual chooses in a clear, conspicuous and specific manner, to direct the Business Associate to transmit such copy to any person designated by the Individual. Business Associate shall respond to any request from Covered Entity for access by an Individual within five (5) days of such request unless otherwise agreed to by Covered Entity. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee may be charged for copying PHI or providing a summary of PHI in accordance with 45 C.F.R. § 164.524(c)(4), provided that any such fee relating to a copy or summary of PHI provided in an electronic form may not be greater than the labor costs incurred in response to the request for the copy or summary.

7.2 *Amendment.* Business Associate shall accommodate an Individual's right to amend PHI or a record about the Individual in a Designated Record Set in accordance with the Privacy Standards set forth at 45 C.F.R. § 164.526, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.526, as determined by the Covered Entity. Covered Entity shall determine whether a denial to an amendment request is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for amendment by an Individual and shall make any amendment requested by Covered Entity within ten (10) days of such request. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

8. Accounting of Disclosures.

8.1 *General Accounting Provisions.* Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of Disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time, unless an exception to such Accounting exists under 45 C.F.R. § 164.528. Such Accounting is limited to Disclosures that were made in the six (6) years prior to the request and shall not include any Disclosures that were made prior to the compliance date of the Privacy Standards. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request.

8.2 *Special Provisions for Disclosures made through an Electronic Health Record.* As of the date required by ARRA, if Covered Entity uses or maintains an Electronic Health Record with respect to PHI and if Business Associate makes Disclosures of PHI for Treatment, Payment or Health Care Operations purposes through such Electronic Health Record, Business Associate will provide an accounting of Disclosures that Covered Entity has determined were for Covered Entity's Treatment, Payment and/or Health Care Operations purposes to Individuals who request an accounting directly from Business Associate. Any accounting made pursuant to this Section 8.2 shall be limited to Disclosures made in the three (3) years prior to the Individual's request for the accounting. The content of the accounting shall be in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time.

8.3 *Fees for an Accounting.* Any accounting provided under Section 8.1 or Section 8.2 must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve

(12) month period; however, a reasonable, cost based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request.

9. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this BAA is based upon an Individual's specific consent or authorization for the use of his or her PHI, and (i) the Individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such Individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the Privacy Standards expressly applies.

10. Records and Audit. Business Associate shall make available to Covered Entity and to the Secretary or her agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy Standards and the Security Standards or any other health oversight agency, in a timely manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate by or on behalf of any and all government authorities relating to PHI received from, or created or received by, Business Associate on behalf of Covered Entity.

11. Notice of Privacy Practices. Covered Entity shall provide to Business Associate its Notice of Privacy Practices ("Notice"), including any amendments to the Notice. Business Associate agrees that it will abide by any limitations set forth in the Notice, as it may be amended from time to time, of which it has knowledge. An amended Notice shall not affect permitted Uses and Disclosures on which Business Associate has relied prior to receipt of such Notice.

12. Security. Business Associate will (i) implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity; and (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information. Further, as of the date required by ARRA, Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 with respect to such Administrative, Physical and Technical Safeguards.

13. Term and Termination.

13.1 This BAA shall commence on the effective date of the Agreement and shall remain in effect until terminated in accordance with the terms of this Section 13, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this BAA prior to the effective date of termination, all of which shall continue in accordance with their terms.

13.2 Covered Entity shall have the right to terminate this BAA for any reason upon thirty (30) days written notice to Business Associate.

13.3 Covered Entity, at its sole discretion, may immediately terminate this BAA and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

(i) Business Associate shall fail to observe or perform any material covenant or agreement contained in this BAA for ten (10) days after written notice thereof has been given to Business Associate by Covered Entity; or

(ii) A violation by Business Associate of any provision of the Privacy Standards, Security Standards, or other applicable federal or state privacy law.

13.4 Upon the termination of the Agreement, this BAA shall terminate simultaneously without additional notice.

13.5 Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise created through the performance of the Agreement Services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy," Business Associate shall continue to comply with the covenants in this BAA with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this BAA shall be cause for Covered Entity to terminate the Agreement.

14. Compliance with Red Flag Policies. Covered Entity shall provide to Business Associate any policies and procedures adopted by the Covered Entity to detect, prevent and mitigate the risk of identity theft in accordance with the "Red Flag

Rules” promulgated by the Federal Trade Commission, as well as any amendments to such policies and procedures. Business Associate agrees that it will abide by such policies and procedures, and any amendments to such policies and procedures of which it is aware, in rendering the Agreement Services to Covered Entity.

15. Miscellaneous.

15.1 *Notice.* Customer hereby agrees that any reports, notification or other notice by Luminare pursuant to this BAA may be made electronically. Customer shall provide contact information to support@luminaremed.com or such other location or method of updating contact information as Microsoft may specify from time to time and shall ensure that Customer’s contact information remains up to date during the term of this BAA. Contact information must include name of individual(s) to be contacted, title of individual(s) to be contacted, em-mail address of individual(s) to be contacted, name of Customer organization and if available, either contract number or customer identification number.

15.2 *Waiver.* No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

15.3 *Assignment.* Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

15.4 *Compliance with ARRA; Agreement to Amend BAA.* The parties agree that it is their intention (i) to comply with the privacy and security provisions contained in Title XIII of ARRA and (ii) to incorporate those provisions into this BAA to the extent required by ARRA. The parties further agree to amend this BAA to the extent necessary to comply with state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and ARRA, and any regulations promulgated or other guidance issued pursuant to HIPAA and ARRA.

15.5 *Entire Agreement.* This BAA constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Agreement or any such later agreement(s), the terms of this BAA shall control unless the terms of such Agreement or later agreement comply with the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. This BAA is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.

15.6 *Governing Law.* This BAA shall be governed by and interpreted in accordance with the laws of the State of Texas.

This exhibit shall be attached to the agreement or contract entitled "Service Agreement" dated January 12, 2021 between Luminare (the "Vendor") and the City of Burleson, Texas (the "City") (the "Agreement"), and is fully made a part of said Agreement. In the event of a conflict between any provision in this exhibit and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this exhibit shall govern. The provisions of this Exhibit shall survive any termination, closing, or completion of the Agreement.

1. 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.

2. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.

3. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

4. Limitations. THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF CITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY. THE TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON CITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

5. Indemnity. The City shall not and does not indemnify Vendor or any other third party under the Agreement.

City of Burleson, Texas (City):

By: 

Printed: Bryan Langley

Title: City Manager

Date: January 12, 2021

Luminare (Vendor):

By: _____

Printed: _____

Title: _____

Date: _____

SERVICE AGREEMENT
(LUMINARE SOFTWARE)

This Service Agreement ("**Agreement**"), dated as of June 28th 2021 ("**Effective Date**"), is made by and between Luminare Inc., with a place of business at TMC Innovation Institute, 2450 Holcombe Blvd., Suite X, Houston, Texas 77021 ("**Luminare**"), and The City of Burleson Texas with a place of business at 141 W Renfro Street Burleson, TX 76028-4296 ("**Company**").

The parties agree as follows:

1. **Service.** The parties intend for Company to use Luminare's software services identified in Exhibit B, which is attached hereto and incorporated herein by reference, which services are will be provided to Company as a hosted, software-as-a-service application (collectively, the "**Service**"). This agreement is specifically for the product and scope as described in Exhibit B. Subject to the terms and conditions of this Agreement, Luminare grants to Company a nonexclusive and nontransferable license to use the Service for the term of this Agreement. Company's use of the Service will be solely for its own internal purposes of the Company, by its employees and any healthcare providers, pharmacists or other employees who are involved either in patient care or quality management related to patient care and who are authorized by the Company to use the Service at the Company's facility. Company and Luminare shall each comply with their respective obligations that are set forth on Exhibit A, which is attached hereto and incorporated herein by reference.
2. **Payment.** Company will pay to Luminare the fees and other amounts set forth on Exhibit B or as may be specified in any mutually agreed upon SOW that is signed by both parties and incorporated by reference into this Agreement. All fees and other amounts are exclusive of any sales use or other similar taxes or charges, and Company is responsible for all taxes or charges assessed by any governmental authority in connection with the provision and use of the Service under this Agreement, except for income taxes payable by Luminare. Fees shall be invoiced as set forth in Exhibit B or in the applicable SOW. Unless otherwise specified in Exhibit B or in the applicable SOW, any amount invoiced is due and payable no later than 30 days after the date of invoice.
3. **Term; Termination.** This Agreement commences on the Effective Date and will remain in effect for the term set forth on Exhibit A. The parties may extend this term by executing a signed modification to this Agreement. Either party may terminate this Agreement if the other Party materially breaches the terms and conditions set forth herein, provided however, that such breaching Party is provided no less than thirty (30) days in which to cure such alleged material breach following actual receipt of the written notice from the non-breaching Party describing the alleged breach in reasonable detail. This Agreement also may be terminated no more than seven days after the U.S. government revokes the employer's rights to collect their employee's Input Data. Sections 4 through 13 of this Agreement shall survive expiration or termination of this Agreement.
4. **Ownership of Service IP.** As between Company and Luminare, Company acknowledges and agrees that the software and other intellectual property underlying the Service, as well as any Service user materials, are the property of Luminare and are protected under U.S. and international intellectual property laws, including copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Luminare reserves all rights not expressly granted in this Agreement. Luminare has the right, but not the obligation, to monitor the Service, Input Data (as defined herein) and Service reports.
5. **Ownership of Input Data; Permitted Use.** "**Input Data**" means all information and data input into the Luminare Solution purchased in Exhibit B. As between Company and Luminare, Luminare

acknowledges and agrees that any Input Data is proprietary to Company and/or third parties, and not proprietary to Luminare. Company represents and warrants that it has all necessary consents, or owns or otherwise controls all necessary rights, to supply Input Data in connection with the Service and that use of Input Data for such purpose will not violate any applicable law or infringe or violate the rights of any third party. Luminare will have no liability under this Agreement for any failure of the foregoing Company representation and warranty. In addition, Company grants Luminare a nonexclusive license to use de-identified and/or aggregated data uploaded to the Service and/or produced from Company's use of the Service, for the purposes of evaluating effectiveness of the Service, making improvements to the Service, and generating statistics regarding (i) any of the results of use of the Service or (ii) the general effectiveness of medications and other treatments, individually and in concert, on disease states.

6. **Limitations of Liability.** Except for any breaches of a party's obligations relating to confidentiality or Company's obligations concerning its use of Luminare's intellectual property, in no event will either party's aggregate liability hereunder to the other party exceed the total fees paid by Company to Luminare for the twelve-month period preceding the date on which the subject liability arose. EXCEPT FOR ANY BREACHES OF A PARTY'S OBLIGATIONS RELATING TO CONFIDENTIALITY OR COMPANY'S OBLIGATIONS CONCERNING ITS USE OF LUMINARE'S INTELLECTUAL PROPERTY HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, WITH RESPECT TO THE SERVICE (EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW OR BY ANOTHER AGREEMENT BETWEEN THE PARTIES HERETO) FOR ANY LOST DATA, LOST PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER REGARDLESS OF WHETHER SUCH LOSS WAS FORESEEABLE OR THE PARTY SUFFERING THE LOSS OR DAMAGE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
7. **Disclaimers.** Company's access to and use of the Service is at Company's sole risk. Company understands and agrees that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, LUMINARE DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
8. **USE WARNINGS. THE COMPANY DOES NOT OFFER MEDICAL ADVICE, DIAGNOSES OR OTHER HEALTH MANAGEMENT SERVICES OR ENGAGE IN THE PRACTICE OF MEDICINE. THE SERVICE IS NOT INTENDED TO BE, AND DOES NOT CONSTITUTE, A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE BY PHYSICIANS OR LICENSED INDEPENDENT PRACTITIONERS, OR A SUBSTITUTE FOR DIAGNOSIS, TREATMENT OR HEALTH MANAGEMENT AND IS OFFERED FOR INFORMATIONAL PURPOSES ONLY. FURTHERMORE, THE INFORMATION PRODUCED BY THE SERVICE IS ONLY USEFUL TO THE EXTENT THAT THE INPUT DATA IS ACCURATE. END USERS SHOULD ALWAYS RELY ON THEIR CLINICAL JUDGMENT WHEN MAKING DECISIONS REGARDING PATIENT CARE. AT ALL TIMES, IT IS THE RESPONSIBILITY OF COMPANY AND ITS END USERS TO ACCESS, REVIEW AND RESPOND TO ALL RESULTS FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY ALERTS MADE AVAILABLE BY THE SERVICE (COLLECTIVELY, SERVICE RESULTS), IN A TIMELY AND CLINICALLY APPROPRIATE MANNER, AND LUMINARE WILL HAVE NO LIABILITY TO COMPANY, ANY END USER OR ANY THIRD PARTY FOR ANY FAILURE OF COMPANY, ANY END USER OR ANY OTHER**

CLINICIAN TO APPROPRIATELY RESPOND TO ANY SERVICE RESULTS.

9. **BUSINESS ASSOCIATE AGREEMENT:** EXECUTION OF THIS CONTRACT WILL ALSO RESULT IN EXECUTION OF THE ATTACHED BUSINESS ASSOCIATE AGREEMENT AND THE TERMS INCLUDED THERE.
10. Any feedback provided by the Company regarding the Service ("**Feedback**") is the proprietary and confidential information of Luminare, and the Company hereby assigns all right, title and interest in and to such Feedback, including all intellectual property rights therein, to Luminare. The Company agrees not to disclose or provide such Feedback to any third party.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas exclusively, excluding its conflicts of laws principles. Both the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods (1980) are excluded in their entirety from application to this Agreement. The parties consent to the exclusive jurisdiction of and venue in the federal and/or state courts for Austin, Texas, for all claims arising out of or relating to this Agreement or the Company's use of the Service. Notwithstanding any law, rule or regulation to the contrary, the Company agrees that any claim or cause of action it may have arising out of this Agreement or the Company's use of the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.
12. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by the Company shall be deemed objected to by Luminare without need of further notice of objection, and shall be of no effect or in any way binding upon Luminare.
13. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, PDF) is considered an original. This Agreement may be changed only by a written document signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement.

LUMINARE INC.

CLIENT: CITY OF BURLESON, TX

By: _____
Name: Sarma N. Velamuri, M.D.
Title: Chief Executive Officer

By: _____
Name: Bryan LaFollette
Title: City Manager

Attachments: BUSINESS ASSOCIATE AGREEMENT

EXHIBIT A

to Service Agreement

Service Use Requirements; Service Specifications

Part 1 – Current Data Input and similar Technical Requirements

Company shall provide or supply, as applicable, the following: Administrative oversight to ensure adequate overview of the use of the Luminare solution purchased in Exhibit B for the Company.

Part 2 - Security Matters Concerning Use of Service

Input Data will be supplied to Luminare either by Company or on Company's behalf. In addition, in order to access reports generated by the Service, Company will have access to certain Service web page(s). Company will be responsible for maintaining the security and confidentiality of all activity (i) to supply Input Data to the Service and (ii) to access reports generated for Company by the Service. Company will take reasonable steps, including no less than industry standard security measures, to prevent unauthorized use of the Service, and Company will immediately notify Luminare in writing of any unauthorized use of any of its users' login names or passwords of which such user, or other Company party, becomes aware. Luminare may suspend the Service (in whole or in part), including without limitation suspending access for certain previously authorized users, in the event of the potential or actual compromise or unauthorized use of the Service.

Part 3 – Compliance with Applicable Law

Each party agrees to comply with all applicable federal, state and local laws, orders, regulations and regulatory standards with respect to its respective obligations and performance under this Agreement and, in the case of Company, with respect to Company's use of the Service.

Part 4 – Error Reporting

Company will follow Luminare's reasonable procedures and instructions to report any errors and difficulties it encounters with regard to the Service so as to permit Luminare to recreate and evaluate same.

Part 5 – Additional Restrictions on Company's Use of Service

Company will not (a) use the Service or any documentation, know-how or other information received from Luminare or its representatives or licensors (the "***Evaluation Materials***") to create any similar application or service, (b) decompile, disassemble or otherwise reverse engineer any technology employed by the Service, or use any similar means to discover the source code or trade secrets embodied in the Service, or otherwise circumvent any technical measure that controls access to the Service or (c) permit any third party use the Service to do any of the foregoing. Except for the limited rights and licenses expressly granted in this Agreement, no other license is granted, no other use is permitted and Luminare and its licensors will retain all right, title and interest (including patents, copyrights, trade secrets and trademarks) in and to the Service, Evaluation Materials and any underlying intellectual property (acknowledging that none of the foregoing includes any Input Data). Company will not take any action inconsistent with such ownership.

EXHIBIT B
to Service Agreement
Fee Schedule and Product Services

Solution Purchased: Luminare's Innoculate Covid Vaccine Management Solution

Contract term: 6 Month term. Will be auto renewed for 6 month terms unless cancelled with 15 days notice.

Total amount invoiced at time of signing contract: \$29,000

Rates are for use for the citizens of the City of Burleson TX (geographic) location unless otherwise specified		
Services	Rate	Notes
Innoculate Covid-19 Vaccine Management Solution	\$29,000	License of for use to Innoculate the citizens of Burleson, TX
Support	Included	Limited support during working hours by email
Protocol Vetting and Compliance Checking	Included	
Pre-paid text bundle (100,000) .0015 per text \$1500	\$1,500	Texts above 100,000 will be prebilled to company in bundles of 50,000
Education Superuser training per session	Included	Web-based training is free.
Set up fee	included	
Annual API integration \$6,500	Included through the term of this order	Additional API's will be billed

Special Fees

- Customization and/or special project work beyond reasonable scope may be charged at an hourly rate, with estimates provided for approval prior to proceeding.

BUSINESS ASSOCIATE AGREEMENT (FOR HIPAA)

If a Customer is a Covered Entity or a Business Associate and includes Protected Health Information in Customer

Data (as such terms are defined below), execution of a license agreement that includes Luminare's Terms of use

("Agreement") will incorporate the terms of this HIPAA Business Associate Agreement ("BAA") into that agreement. If

there is any conflict between a provision in this BAA and a provision in the Agreement, this BAA will control.

WHEREAS, Covered Entity and Business Associate have executed the Agreement pursuant to which Business Associate provides services (the "Agreement Services") for Covered Entity that may require Business Associate to access or create health information that is protected by state and/or federal law;

WHEREAS, Business Associate and Covered Entity desire that Business Associate obtain access to such information in accordance with the terms specified herein; and

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

1. **Definitions.** Unless otherwise specified in this BAA, all capitalized terms not otherwise defined shall have the meanings established in Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time, and/or in the American Recovery and Reinvestment Act of 2009 ("ARRA"). For purposes of clarification, the following terms shall have the definitions set forth below:

1.1 "Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164.

1.2 "Security Standards" shall mean the Security Standards for the Protection of Electronic Protected Health Information as set forth in 45 C.F.R. Parts 160 and 164.

2. **Business Associate Obligations.** Business Associate may receive from Covered Entity health information that is protected under applicable state and/or federal law, including without limitation, Protected Health Information ("PHI"). Business Associate agrees not to Use or Disclose (or permit the Use or Disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards or the Security Standards if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA.

3. **Use of PHI.** Business Associate may use PHI as necessary (i) for performing the Agreement Services, (ii) for the proper management and administration of the Business Associate, or (iii) for carrying out its legal responsibilities, provided in each case that such Uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.

4. **Disclosure of PHI.** Business Associate may Disclose PHI as necessary (i) to perform the Agreement Services, (ii) for the proper management and administration of the Business Associate, or (iii) to carry out its legal responsibilities, provided that either (a) the Disclosure is Required by Law or (b) the Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and such person agrees to immediately notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

5. **Reports.** Business Associate agrees to report to Covered Entity:

5.1 Any Use or Disclosure of PHI not authorized by this BAA within five (5) days of the Business Associate becoming aware of such unauthorized Use or Disclosure;

5.2 Any Security Incident within five (5) days of the Business Associate becoming aware of the Security Incident; and

5.3 Each report of a Breach of Unsecured PHI Discovered by Business Associate, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, Uses or Discloses Unsecured PHI, unless delayed for law enforcement purposes, shall be made without delay and in no case later than thirty (30) calendar days after Discovery of the Breach, and shall include the identification of each Individual whose Unsecured PHI has been, or is

reasonably believed by Business Associate to have been, accessed, acquired or Disclosed during such Breach. Notwithstanding anything herein to the contrary, the provisions of this Section 5.3 shall only be applicable to Breaches that are Discovered on or after the date that is thirty (30) days after the date of publication of interim final regulations promulgated by the Secretary that address notifications of Breaches of Unsecured PHI.

5.4 Business Associate agrees to indemnify and hold harmless, Covered Entity, its Officers, directors, shareholders, agents, and employees against all liability claims, damages, suits, demands, expenses, and civil monetary penalties (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of the negligent errors and omissions or willful misconduct of Business Associate, its agents, servants, employees and independent contractors (excluding Covered Entity) in the performance of or conduct relating to this Section 5.

6. Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this BAA.

7. Individual Rights to Access and Amendment.

7.1 *Access.* If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall permit an Individual to inspect or copy PHI contained in that set about the Individual in accordance with the Privacy Standards set forth in 45 C.F.R. § 164.524, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.524, as determined by the Covered Entity. In the event a Business Associate uses or maintains an Electronic Health Record on behalf of Covered Entity, then, as of the date required by ARRA, an Individual's right of access under 45 C.F.R. § 164.524 shall include the right to obtain a copy of the PHI in an electronic format and, if the Individual chooses in a clear, conspicuous and specific manner, to direct the Business Associate to transmit such copy to any person designated by the Individual. Business Associate shall respond to any request from Covered Entity for access by an Individual within five (5) days of such request unless otherwise agreed to by Covered Entity. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee may be charged for copying PHI or providing a summary of PHI in accordance with 45 C.F.R. § 164.524(c)(4), provided that any such fee relating to a copy or summary of PHI provided in an electronic form may not be greater than the labor costs incurred in response to the request for the copy or summary.

7.2 *Amendment.* Business Associate shall accommodate an Individual's right to amend PHI or a record about the Individual in a Designated Record Set in accordance with the Privacy Standards set forth at 45 C.F.R. § 164.526, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.526, as determined by the Covered Entity. Covered Entity shall determine whether a denial to an amendment request is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for amendment by an Individual and shall make any amendment requested by Covered Entity within ten (10) days of such request. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

8. Accounting of Disclosures.

8.1 *General Accounting Provisions.* Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of Disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time, unless an exception to such Accounting exists under 45 C.F.R. § 164.528. Such Accounting is limited to Disclosures that were made in the six (6) years prior to the request and shall not include any Disclosures that were made prior to the compliance date of the Privacy Standards. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request.

8.2 *Special Provisions for Disclosures made through an Electronic Health Record.* As of the date required by ARRA, if Covered Entity uses or maintains an Electronic Health Record with respect to PHI and if Business Associate makes Disclosures of PHI for Treatment, Payment or Health Care Operations purposes through such Electronic Health Record, Business Associate will provide an accounting of Disclosures that Covered Entity has determined were for Covered Entity's Treatment, Payment and/or Health Care Operations purposes to Individuals who request an accounting directly from Business Associate. Any accounting made pursuant to this Section 8.2 shall be limited to Disclosures made in the three (3) years prior to the Individual's request for the accounting. The content of the accounting shall be in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time.

8.3 Fees for an Accounting. Any accounting provided under Section 8.1 or Section 8.2 must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request.

9. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this BAA is based upon an Individual's specific consent or authorization for the use of his or her PHI, and (i) the Individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such Individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the Privacy Standards expressly applies.

10. Records and Audit. Business Associate shall make available to Covered Entity and to the Secretary or her agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy Standards and the Security Standards or any other health oversight agency, in a timely a manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate by or on behalf of any and all government authorities relating to PHI received from, or created or received by, Business Associate on behalf of Covered Entity.

11. Notice of Privacy Practices. Covered Entity shall provide to Business Associate its Notice of Privacy Practices ("Notice"), including any amendments to the Notice. Business Associate agrees that it will abide by any limitations set forth in the Notice, as it may be amended from time to time, of which it has knowledge. An amended Notice shall not affect permitted Uses and Disclosures on which Business Associate has relied prior to receipt of such Notice.

12. Security. Business Associate will (i) implement Administrative, Physical and Technical Safeguards that reasonably and appropriate protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity; and (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information. Further, as of the date required by ARRA, Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 with respect to such Administrative, Physical and Technical Safeguards.

13. Term and Termination.

13.1 This BAA shall commence on the effective date of the Agreement and shall remain in effect until terminated in accordance with the terms of this Section 13, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this BAA prior to the effective date of termination, all of which shall continue in accordance with their terms.

13.2 Covered Entity shall have the right to terminate this BAA for any reason upon thirty (30) days written notice to Business Associate.

13.3 Covered Entity, at its sole discretion, may immediately terminate this BAA and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

(i) Business Associate shall fail to observe or perform any material covenant or agreement contained in this BAA for ten (10) days after written notice thereof has been given to Business Associate by Covered Entity; or

(ii) A violation by Business Associate of any provision of the Privacy Standards, Security Standards, or other applicable federal or state privacy law.

13.4 Upon the termination of the Agreement, this BAA shall terminate simultaneously without additional notice.

13.5 Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise created through the performance of the Agreement Services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy," Business Associate shall continue to comply with the covenants in this BAA with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this BAA shall be cause for Covered Entity to terminate the Agreement.

14. Compliance with Red Flag Policies. Covered Entity shall provide to Business Associate any policies and procedures adopted by the Covered Entity to detect, prevent and mitigate the risk of identity theft in accordance with the "Red Flag Rules" promulgated by the Federal Trade Commission, as well as any amendments to such policies and procedures. Business Associate agrees that it will abide by such policies and procedures, and any amendments to such policies and procedures of which it is aware, in rendering the Agreement Services to Covered Entity.

15. Miscellaneous.

15.1 *Notice.* Customer hereby agrees that any reports, notification or other notice by Luminare pursuant to this BAA may be made electronically. Customer shall provide contact information to support@luminaremed.com or such other location or method of updating contact information as Microsoft may specify from time to time and shall ensure that Customer's contact information remains up to date during the term of this BAA. Contact information must include name of individual(s) to be contacted, title of individual(s) to be contacted, em-mail address of individual(s) to be contacted, name of Customer organization and if available, either contract number or customer identification number.

15.2 *Waiver.* No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

15.3 *Assignment.* Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

15.4 *Compliance with ARRA; Agreement to Amend BAA.* The parties agree that it is their intention (i) to comply with the privacy and security provisions contained in Title XIII of ARRA and (ii) to incorporate those provisions into this BAA to the extent required by ARRA. The parties further agree to amend this BAA to the extent necessary to comply with state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and ARRA, and any regulations promulgated or other guidance issued pursuant to HIPAA and ARRA.

15.5 *Entire Agreement.* This BAA constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Agreement or any such later agreement(s), the terms of this BAA shall control unless the terms of such Agreement or later agreement comply with the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. This BAA is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.

15.6 *Governing Law.* This BAA shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXHIBIT C

This exhibit shall be attached to the agreement or contract dated June 28, 2021 between Luminare (the "Vendor") and the City of Burleson, Texas (the "City") (the "Agreement"), and is fully made a part of said Agreement. In the event of a conflict between any provision in this exhibit and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this exhibit shall govern. The provisions of this Exhibit shall survive any termination, closing, or completion of the Agreement.

1. 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.

2. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.

3. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

4. Limitations. THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF CITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY. THE TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON CITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

5. Indemnity. The City shall not and does not indemnify Vendor or any other third party under the Agreement.

City of Burleson, Texas (City):

By: 

Printed: Bryan Langley

Title: City Manager

Date: June 28, 2021

Luminare (Vendor):

By: 

Printed:

Sarma Velamuri

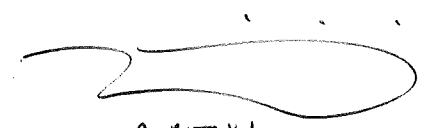
Title:

CEO

Date:

Jul 6 2021

APPROVED AS TO FORM:


MATT RIBITZKI
DEPUTY CITY ATTORNEY
CITY OF BURLESON

CHANGE ORDER #1
(INNOCULATE FOR COVID-19)

This change order dated 6/23/2022 (Effective Date) covered under executed Service Agreement ("**Agreement**"), dated as of 6/28/2021 is made by and between Luminare Inc., with a place of business at TMC Innovation Institute, 2450 Holcombe Blvd., Suite X, Houston, Texas 77021 ("**Luminare**"), and The City of Burleson Texas with place of business at 141 Renfro Street Burleson, TX 76028-4296 ("**Company**").

Where as the executed service agreement states that texts above 100,000 will be prebilled to company in bundles of 50,000. This change order includes the below text messaging charges:

Change Order Items		Amount
1	Burleson Prepaid Messaging	200,000
2	Actual Usage to date	1,111,009
3	Additional Text Segments	911,009
<hr/>		
Additional Amount Owed 950,000 @ \$0.015 per segment (Segments		
4	billed in 50,000 increments)	\$14,250
5	Duplicate Message Credit (Mar - May 2022)	\$1,029
<hr/>		
6	Total Change Order #1	\$13,220.90

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement.

LUMINARE INC. 
By: _____
Name: Sarma Velamuri
Title: Chief Executive Officer

CLIENT: CITY OF BURLESON
By: _____
Name: _____
Title: _____

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.

Luminare Inc.
Houston, TX United States

Certificate Number:
2022-931550

Date Filed:
09/08/2022

Date Acknowledged:

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

Burleson County

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.

Burleson County Innoculate
Vaccine Management Platform

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 Meghan Wittorf, and my date of birth is [REDACTED].

My address is 2450 Holcombe Blvd, Houston, TX, 77021, US.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 8 day of September, 2022.
(month) (year)

Meghan Wittorf

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: PUBLIC WORKS

FROM: Michelle McCullough, Assistant Director of Public Works

MEETING: September 19, 2022

SUBJECT:

Consider approval of a resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with John and Linda Martindale, as seller, to purchase fee simple title to approximately 11,722 square feet of land out of the H.G. Catlett Survey Abstract No. 185 in Johnson County, Texas. *(Staff Contact: Michelle McCullough, Assistant Director of Public Works)*

SUMMARY:

The City Council approved a Chapter 380 Economic Development and Performance Agreement for the Chisholm Summit development on June 7, 2021. The agreement included the design and construction of Lakewood Dr. from County Road 1020 (future Alsbury Blvd) and FM 1902 and the construction of a sanitary sewer lift station to serve the Chisholm Summit development, the future office park, and surrounding area. The design of Lakewood Dr. has been completed and construction is anticipated to begin in the next two months. The design of the sanitary sewer lift station is approximately 85 percent complete.

At least five parcels were identified that require the acquisition of right-of-way to facilitate the construction of Lakewood Blvd and future roundabout at the intersection of Lakewood Blvd. and County Road 1020. Parcel one was acquired in August. The agreement for the second parcel for right-of-way acquisition includes the construction of a pipe fence replicating the same height and color of the existing pipe fence. The existing gate shall be reinstalled and painted to match the new fence. Three parcels remain to complete the acquisition of right of way in order to construct Lakewood Dr.

OPTIONS:

- 1) Approve the resolution.
- 2) Deny the resolution.

RECOMMENDATION:

Approve the resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with John and Linda Martindale, as seller, to purchase fee simple title to approximately 11,722 square feet of land out of the H.G. Catlett Survey Abstract No. 185 in Johnson County, Texas.

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

None

FISCAL IMPACT:

Funding Source: 4A Economic Development Corporation

STAFF CONTACT:

Michelle McCullough, P.E., CFM
Assistant Public Works Director - Development
mmcullough@burlesontx.com
817-426-9616

Right-of-Way Acquisition



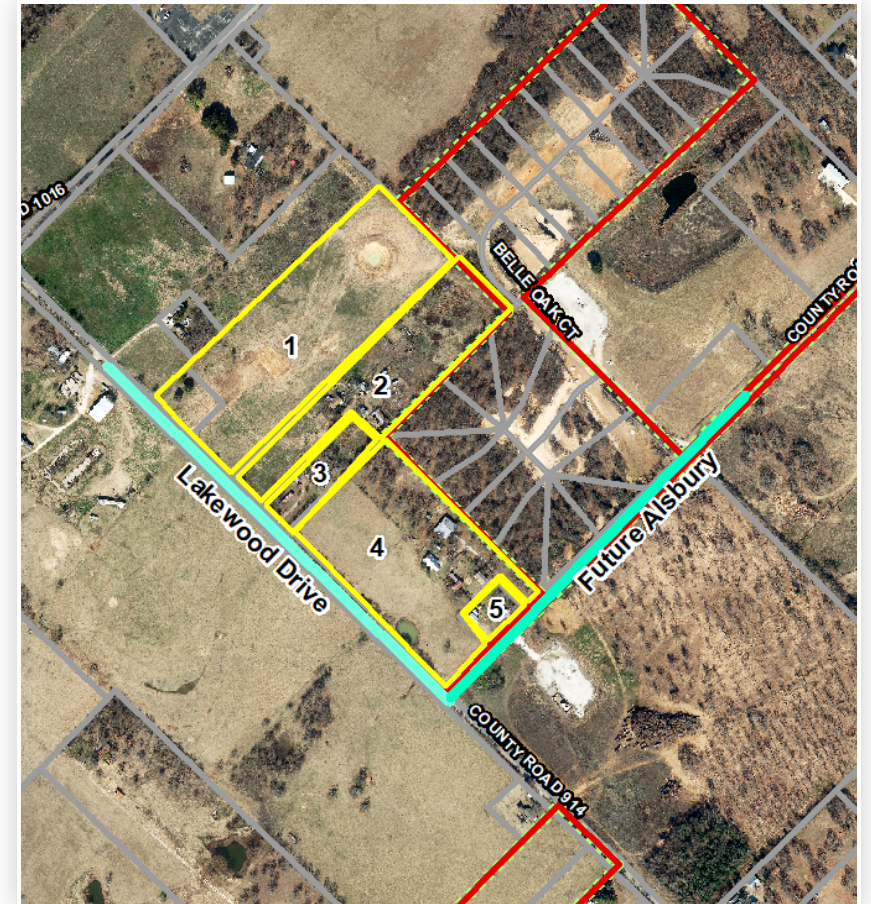
LAKEWOOD RIGHT-OF-WAY

JUNE 7, 2021

- City Council approved Chapter 380 Economic Development agreement
- Construction of Lakewood Drive and sanitary sewer lift station included in agreement

LAKEWOOD DRIVE

- Design is 100 percent completed
- Five parcels identified for right-of-way acquisition
- Construction of Lakewood Drive is anticipated to begin early fall 2022
- Lift Station design is 85 percent complete



PARCEL 2

Property Owner Responsibility

- Agrees to convey approximately 11,722 square feet of property for the purpose of Lakewood Drive construction

City Responsibility

- Compensation for right-of-way acquisition
- Compensation for relocation/reconstruction of existing pipe fence and gate



ACTION REQUESTED

RECOMMENDED



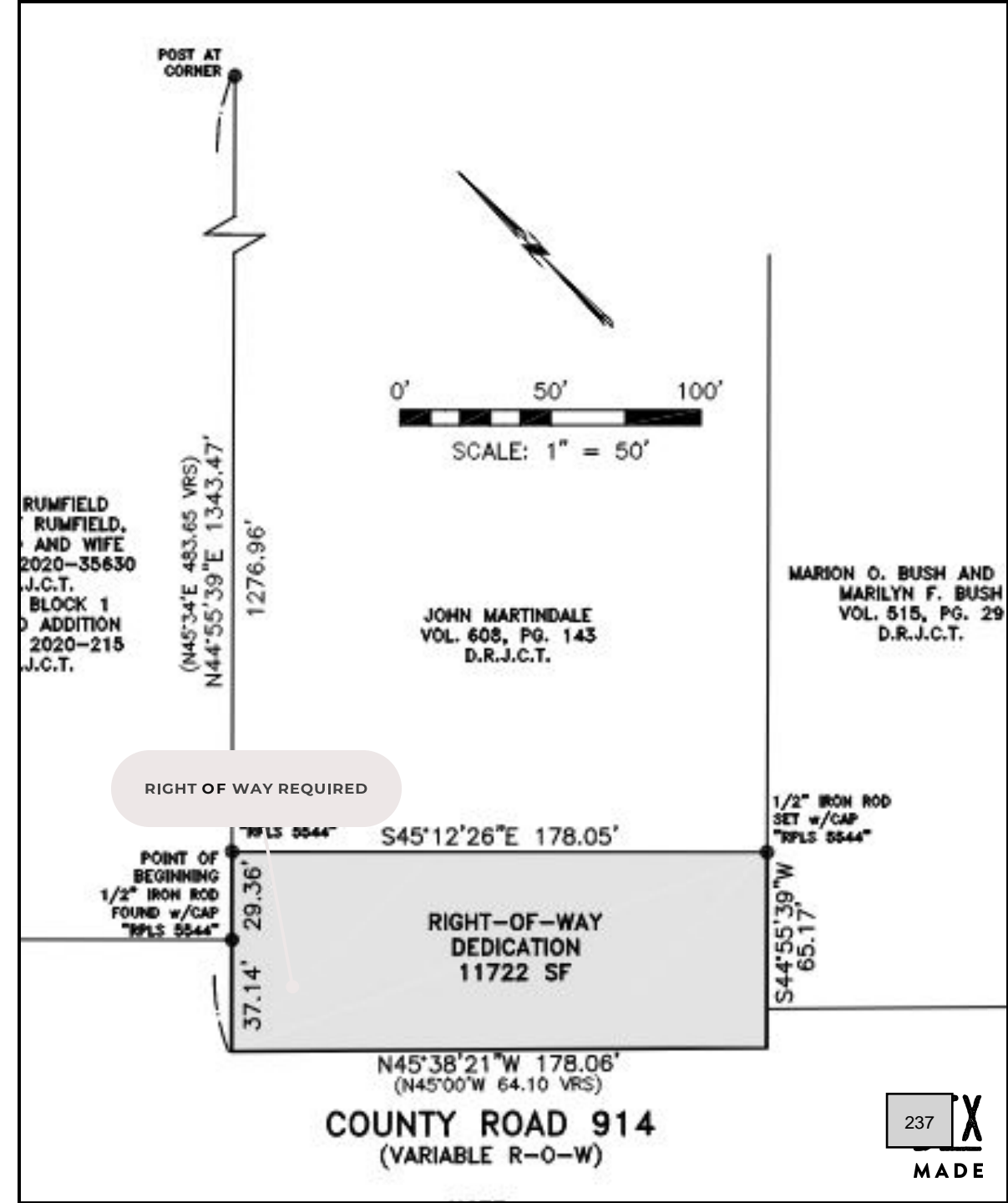
APPROVE

Approve the resolution



DENY

Deny the resolution



City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director

MEETING: September 19, 2022

SUBJECT:

200 S Dobson (Case 22-108): Hold a public hearing and consider approval of an ordinance for a zoning change request from "SF7", Single-family dwelling district-7, to "SFA" Single-family attached dwelling district for future residential development. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission motion for approval failed to pass 2-2).*

SUMMARY:

On July 25, 2022, an application was submitted by Jessica Nelson with Practice architectural office on behalf of Paul Jenkins (Owner) for a zoning change request to build single-family attached on approximately .30 acres.

Development Overview:

This applicant is proposing to develop the site with four (4) townhome style dwelling units. The property is currently zoned SF7, Single-family dwelling district-7. The proposal is in alignment with the vision and goals of the Comprehensive Plan. Prior to the development of this site, the applicant will be required to submit a site plan and Statement of Architectural and Contextual Compatibility (SACC) for staff review and consideration of approval to the Old Town Design Standards Review Committee (DSRC), the Planning and Zoning Commission and City Council.

Zoning and Land Use Table

	Zoning	Use
Subject Site	SF7, Single-family dwelling district-7	Vacant Lot
North	CC, Central Commercial	Residential/Yoga Studio
East	SF7, Single-family dwelling district-7	Elementary School
South	SF7, Single-family dwelling district-7	Single-family residential
West	CC, Central Commercial	Commercial / Salon

This site is designated in the Comprehensive Plan as Old Town.

Development in Burleson's historic and cultural center should further the vision as a social and entertainment destination. Restaurant, offices, retail, personal services, commercial and educational services, and mixed-use residential development that enhance and support a pedestrian friendly and vibrant downtown are expected.

Corresponding zoning districts include CC, Central Commercial and SFA, Single-family dwelling attached

Engineering:

Prior to development of the site, a formal site plan submittal and engineering review will be required.

OPTIONS:

- 1) Approve the zoning change request; or
- 2) Deny the zoning change request

RECOMMENDATION:

Approve the zoning change request from "SF7", Single-family dwelling district-7, to "SFA" Single-family attached dwelling district for future residential development.

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

August 23, 2022 – Planning and Zoning Commission motion for approval failed to pass (2-2)

PUBLIC NOTIFICATION:

Notice was mailed to surrounding property owners within 300 feet of the acreage proposed for this zone change and published in the newspaper in accordance with City ordinances and State law. In addition, a sign was placed on the subject property.

Staff has received several inquiries with concerns regarding this request, as well as three letters of opposition attached as Exhibit 4. Additionally, the following items were discussed during the Planning and Zoning public hearing:

- Access and potential improvements or abandonment of the alley
- Maximum number of dwelling units (4) that could be developed based on the lot size
- Compatibility with old town development

- Traffic and parking

Fiscal IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
Director, Development Services
tmcilwain@burlesontx.com
817-426-9686

200 S Dobson ZC

Location:

- .30 acres

Applicant:

Jessica Nelson

(Practice architecture office)

Paul Jenkins

(Owner)

Item for approval:

Zoning Change (Case22-108)



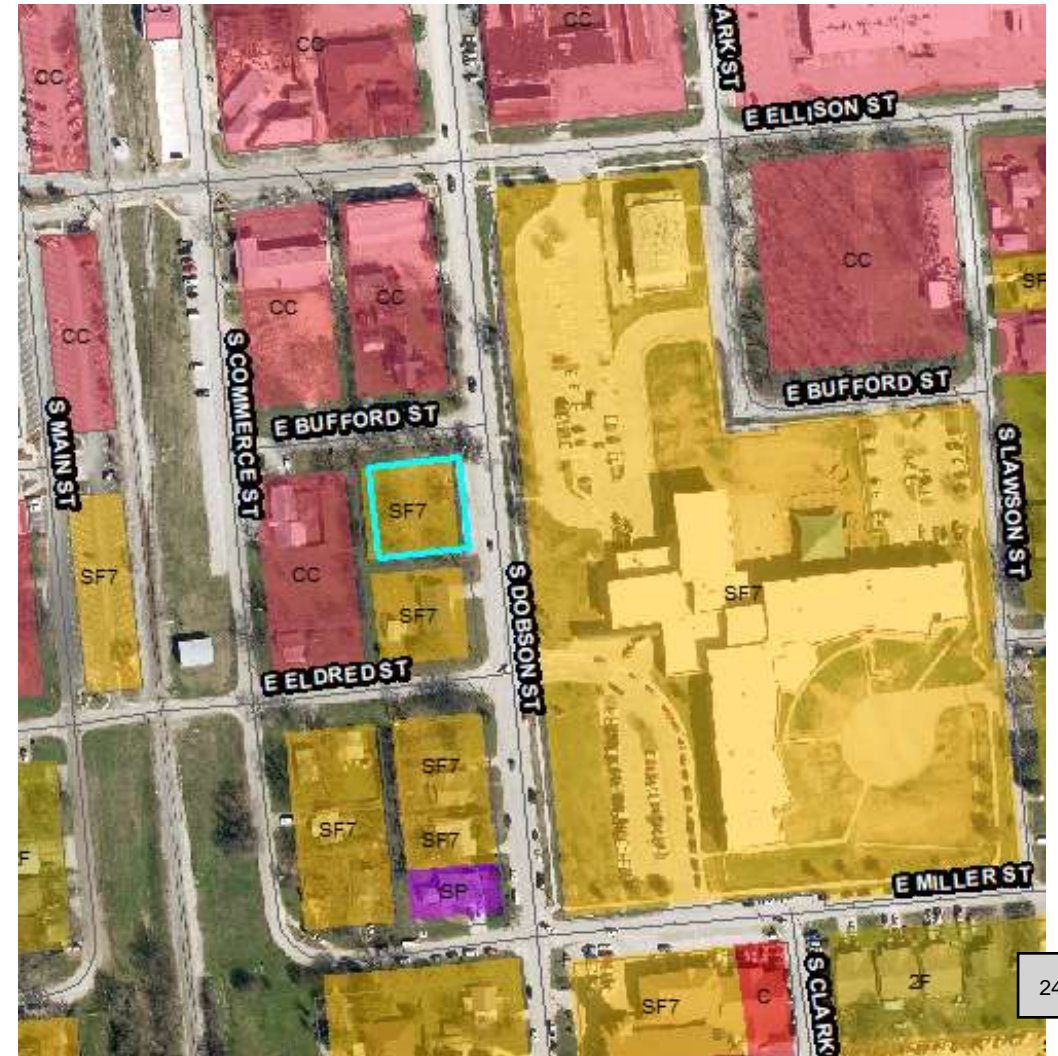
Comprehensive Plan

Old Town



Zoning

SF7, Single Family-7



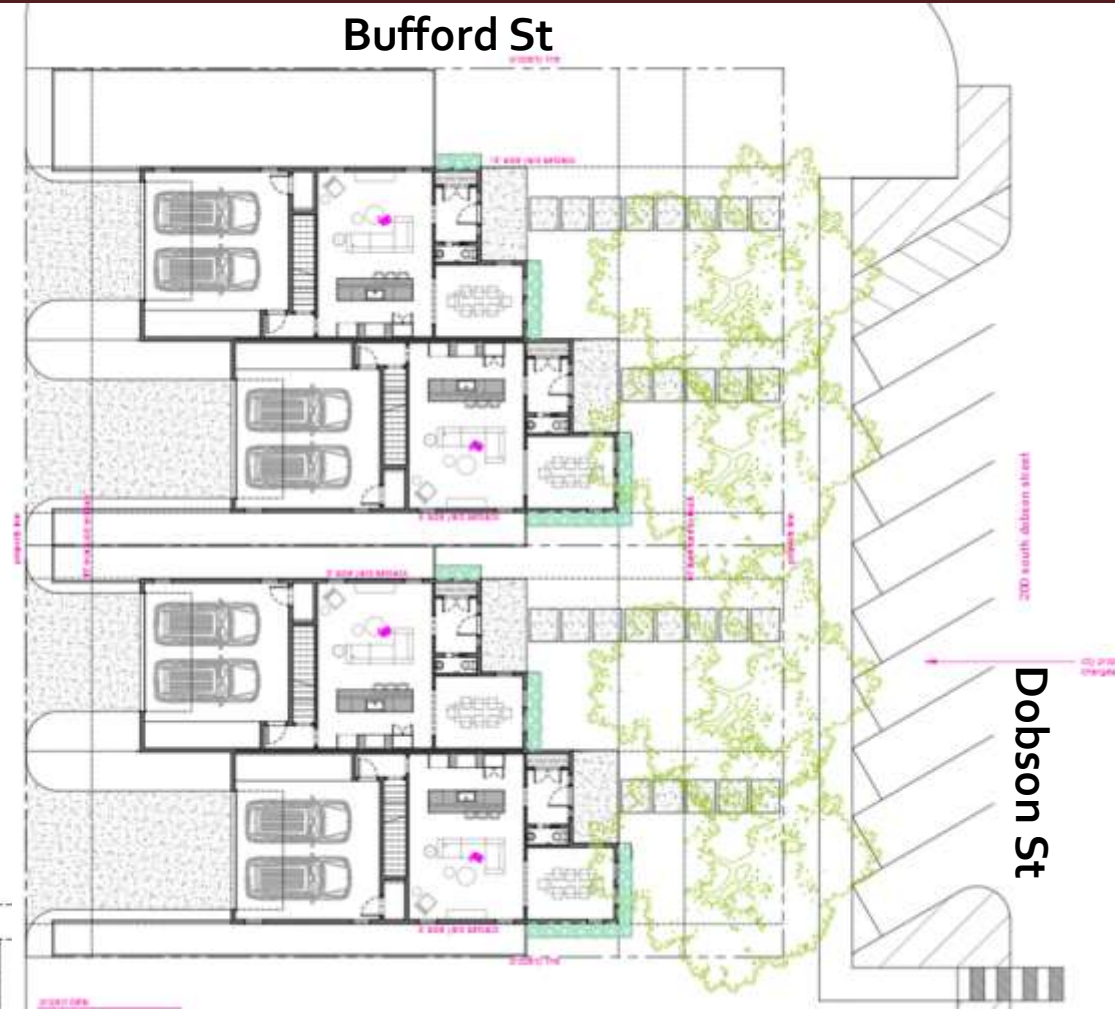
200 S Dobson ZC



View from Dobson St



View from Bufford St



200 S Dobson ZC

Public Hearing Notice Public notices mailed to property owners within 300 feet of subject property.

Published in newspaper
Signs Posted on the property

Received 3 letters of opposition from adjacent property owners



200 S Dobson ZC

P&Z Summary

Vote

Motion for approval failed to pass (2-2).

Discussion

Access to dwelling units (alley), old town design standards review and process, max number of units that could fit on the lot (4), parking , and traffic concerns.

Speakers

Jessica Nelson - applicant

Richard Harrison - adjacent property owner, spoke in opposition

Vicki Sorensen - old town area resident, spoke in opposition

Staff has received 3 letters of opposition (2 within 200 feet)

200 S Dobson ZC

Staff's Recommendation

- Staff recommends approval of the zoning change request due to:
- Proposed zoning (SFA) meets the Comprehensive Plan.

Old Town

This area is Burleson's historic and cultural center. Development in this area should further the vision for a social and entertainment destination for the region. Typical uses include restaurants, offices, retail, personal services, community and educational services, and mixed-use residential development. As Old Town continues to redevelop over time, this mix of uses and historic feel should be preserved and enhanced to support a pedestrian-friendly, vibrant downtown.

Existing low-density, single-family residential (SF7) is suitable in this area, but expansion should not be encouraged.

Development and redevelopment in this area are subject to the Old Town Overlay Design Standards.

Corresponding zoning districts may include (but are not limited to):

- CC, Central Commercial (Old Town Overlay)
- SFA, Single-Family Dwelling (Attached)

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY .30 ACRES OF LAND DESCRIBED AS LOTS 8 AND 9, BLOCK 33, ORIGINAL TOWN OF BURLESON, ACCORDING TO THE PLAT RECORDED IN VOLUME 59, PAGE 638, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), FROM SINGLE FAMILY DWELLING DISTRICT-7 (SF7) TO SINGLE FAMILY ATTACHED DWELLING DISTRICT (SFA), 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, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, an application for a zoning change was filed by Jessica Nelson (applicant) on behalf of Paul Jenkins (property owner) on July 28, 2022, under Case Number 22-108; and

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

WHEREAS, the City Council and Planning and Zoning Commission have held a public hearing and the Planning and Zoning Commission has made a report on the proposed zoning amendment; and

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

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

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

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

Section 1

The Official Zoning Map is hereby amended insofar as it relates to certain land described as Lots 8 and 9, Block 33, Original Town of Burleson, according to the plat recorded in Volume 59, Page 638, deed records, Johnson County, Texas (D.R.J.C.T.), as illustrated in Exhibit A, by changing the zoning of said property from Single family dwelling district-7 (SF7) to Single family attached dwelling district (SFA).

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined,

upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 8.

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

PASSED AND APPROVED:

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"

2-16-27551

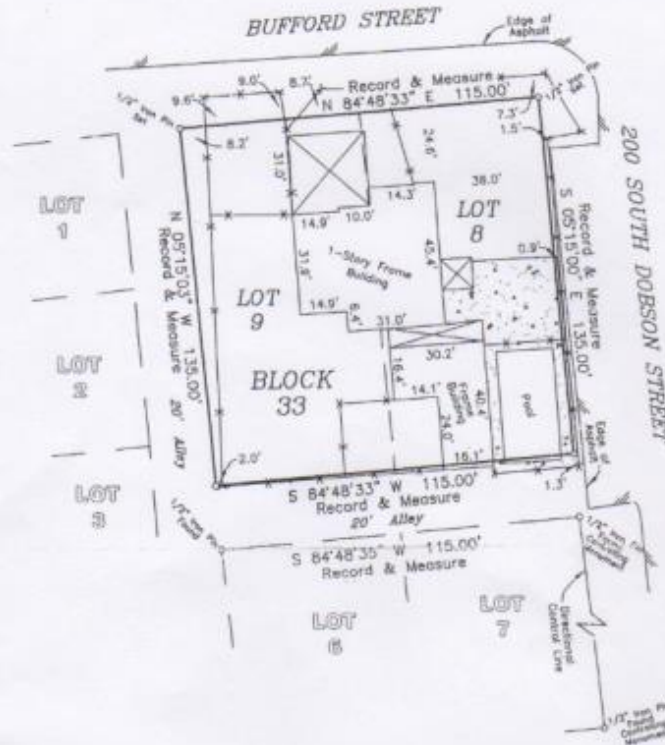
TRIANGLE surveying company

p.o. box 546
burleson, texas 76097
817-295-1148

REGISTERED FIRM NO. 10094100



SCALE:
1" = 40'



**Survey showing Lots 8 and 9, block 33,
ORIGINAL TOWN OF BRLESON, Johnson
County. Texas, according to the plat recorded
In Volume 59, Page 638, Deed Records,
Johnson County, Texas.**

200 So Dobson Street

THIS SURVEY VALID ONLY WITH AN
ORIGINAL SIGNATURE IN RED INK.

I, F.J. Dunaway, Registered Professional Land Surveyor No.
1598, do hereby certify this plat was prepared from a survey
made on the ground under my direction and supervision.
The corner monuments are as shown and there are no visible
conflicts or professions except as shown.

F.J. Dunaway, Registered Professional Land Surveyor No. 1598

Date:

2/17/16



2-17-16

CONCERNS OR QUESTIONS

NAME: RICHARD & MARCIA DEAN HARRISON

ADDRESS: 2323 DONNYBROOK DR. PHONE: 817-229-8693

CITY: BURLESON, STATE: TX 76028

Is concern or question listed on the agenda? X Yes No

If yes, what is the item or case number associated with the development application?

CASE 22-108

Please state the concern or comment:

My wife and I are the owners of the property at 206 South Dobson (lot#7). This property is adjacent to the property in question (Lot #6).

We object to the rezoning of this property from SF7 Single Family Dwelling to SFA Single Family attached dwelling.

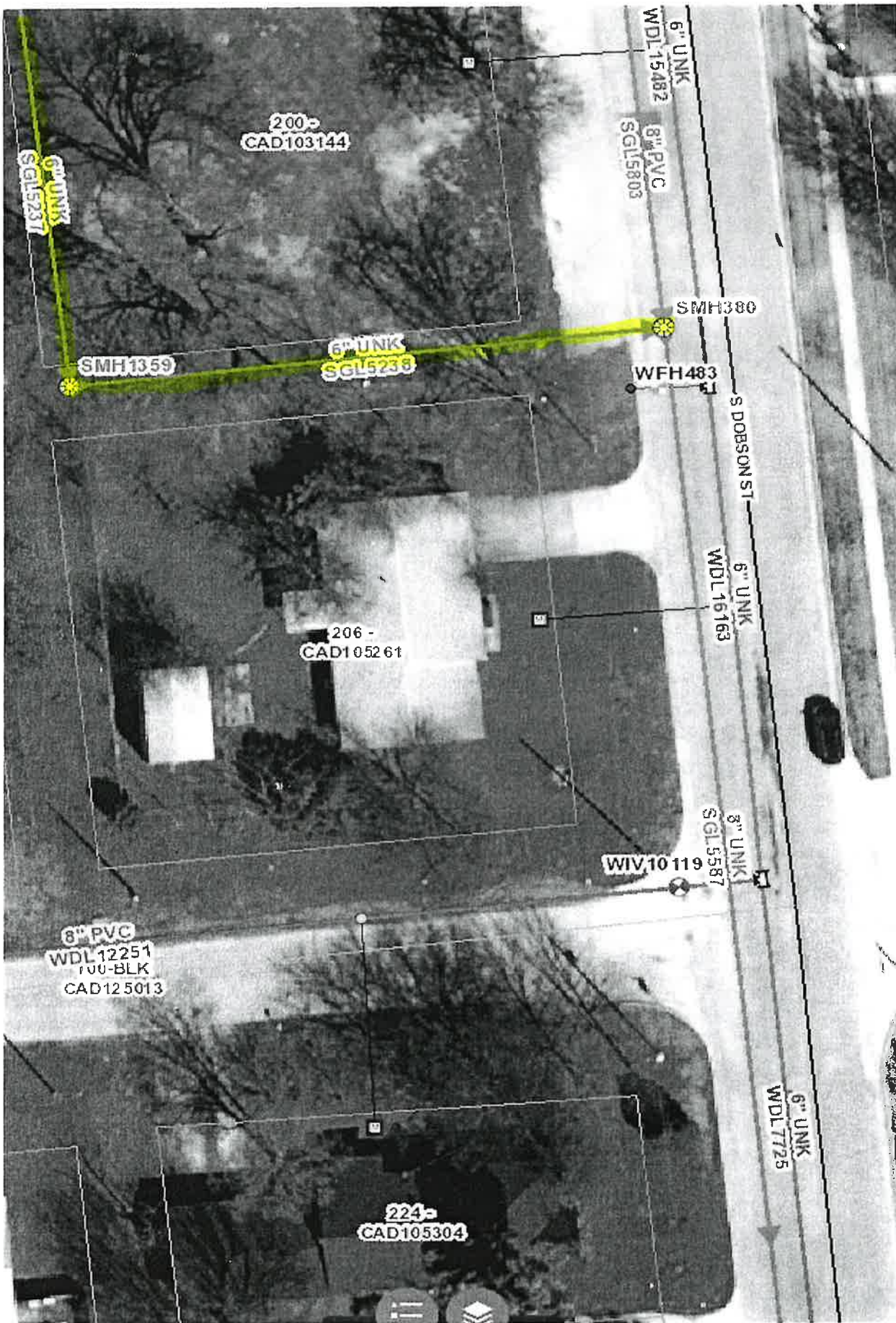
Our understanding is that the plan for this property is to build a Townhouse with four separate units up to 2 ½ stories high.

Our objections are as follows:

1. With four units that means four families and probably up to eight vehicles (2 per unit)
2. Probably opening up the alley behind the Townhouse for parking will create traffic congestion in the neighborhood and the school.
3. Being located directly across from the Nola Dunn Elementary School the present parking directly in front of the property will be lost to the school.
4. A dumpster will probably be required. Each time you see a dumpster at this type of unit or apartment complex there is always trash outside the dumpster and trash blowing around the neighborhood.
5. Our house is rented to a single man (no children). With the noise of supposed children with their outside toys at the Townhouse the noise will be upsetting to our renter.
6. There is a city sanitary sewer manhole on the property near the southwest corner. (see attached) The piping is running behind and beside the property that would probably need to be relocated. This is a 6" line. Will the line be able to handle the additional load? Our property connects to this line which would mean a disruption to our renter during this realignment.
7. Our biggest concern is the type of people that will be living here. They are generally transitory and do not take care of the property running the neighborhood down. Just look at any of the neighborhoods that have duplexes and see what you get.

Thank you for your consideration in this matter

Richard and Marciadean Harrison



CONCERNS OR QUESTIONS

NAME: Debra L Harris McKennie

ADDRESS: 100 E Bufford St

PHONE: 817 994 8854

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?

Property that is within 300' of Case 22-108

Please state the concern or comment:

I rather not see a 4 complex built
on the corner of S Dobson and E Bufford St.
I don't want to deal with the traffic
that main occur. I already have to deal
with people parking in my park spots plus
dealing with people parking on my grass.
Also I deal with people dropping trash
on my property.

CONCERNS OR QUESTIONS

NAME: Brent Peak

ADDRESS: 224 S. Dobson St.

PHONE: 817-845-8052

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 22-108

Please state the concern or comment:

I don't see the point of changing the zoning of that lot. What you're proposing would only make worse a bad situation with Nola Dunn student drop off. This is one step away from changing the zoning from all the residence in the area to commercial, driving out families that have been here for decades!

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: September 19, 2022

SUBJECT:

Consider approval of a minute order appointing members to all the City of Burleson boards/commissions. (*Staff Presenter: Amanda Campos, City Secretary*)

SUMMARY:

The City Council approved Council Policy #40 City Boards & Commission Appointment Process stating the process council will utilize to make appointments.

The city secretary's office received, reviewed, confirmed, and coordinated all the applications for the boards/commission appointments to be considered by city council. In accordance with the policy the following steps were taken:

- The City Secretary shall gather all applications, attendance roles, board/commission membership and place in a binder to be provided to the A&CP as soon as applicable after the July 1 deadline.
- The binder shall provide all information required for the A&CP to make decisions on appointments.
 - i. Full membership list of the each board/commission
 - ii. Re-appointments will be highlighted
 - iii. Attendance
 - iv. Terms, requirements, board/commission make-up and any specific requirements
 - v. Applications will be categorized by board/commission applied for, if applicant applies for multiple board/commission the application will appear for each board/commission applied for.

The policy requires the Appointments & Council Policy (A&CP) committee to meet in an open meeting to review the binder and the current vacancies and make recommendations to the full city council for appointments. The A&CP met on August 30, 2022 to review the applications and are presenting appointments. Recommendations are listed in Exhibit 3 – Appointment recommendations 2022.

The recommendations are presented to the full council to be acted on by the full city council at an open meeting.

OPTIONS:

- 1) Approve appointments as recommended by the Appointments & Council Policy Committee
- 2) Revise recommendations and approve modified appointments.
- 3) Review all applications for appointments and make appointments at the council meeting.

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

Appointment & Council Policy Committee

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com
817-426-9665 or 817-291-5846



City of Burleson Boards & Commission

September 19, 2022 Council Meeting

Applications

The City Secretary's Office reviewed all applications and verified interest.

- To be done annually per Council Policy #40
- Email, letter, and phone call
- Applications are valid for 3 years

All Applicants

[HOME](#)

Eligible & Included in This Book

MELISSA ADDYMAN	DAVID HADLEY	RAMONA PEARCY
JERRY ALLEN	STACEY HENRY	MARTIN POPE
TRINA ARGO	DENA HOOLEY	PAUL ROBERT "BOBBY" READING
JEREMY BLEEKER	TODD HULSEY	JESSICA REAMS
MARVIN CAMPOS	DAWN HUMPHREY	KATHY SANCHEZ
MEGHAN CAPELLE	JAIME IBARRA	CHRISTIAN SCHOTT
ALLAN CARDOZO	STEVEN JANSSEN	LARRY SCOTT
LISA CHICK	ROBERT JOHNSON	SHANNAN SUTTER
LINDSEY COBB	BLAKELEY JOHNSON	DEREK TAYLOR
LIRIANE DAVIS	JAMIE JONES	COBI TITTLE
GABRIELLE DE LA CRUZ	SUZANNE JOSEY	JIM WADLOW
CLINT FARAM	JOSEPH LASTER	JESSICA WASSON
JANET FARMER	JAMES LUCKIE	CHRISTINE WILLIAMS
LINDSAY FRENCH	BRENT MOLEN	BROOKE WILSON
GEORGE GOLIGHTLY	ROMAN MOLINA	JAMES WOOD
BOBBY GOOLSBY	NATHAN NAKAMURA	
BRAD GRIFFIN	SARAH NAVARRETTE	
TYLER KNOX	DAVID O'CONNOR	

Ineligible, Withdrawn or No Response

ASHLYN ALBRACHT	MICAH BEARD	ROMAN MOORE	JESSICA SAUCIER
LINDSI BENNETT	MEGAN KELLY	GWEN MORAVEC	DESTINY SILVA
TY BLAIR	AMANDA KING	KIMBERLY MORGAN	MARY SLANEY
MARCIE CASTIGLIONE	ANTHONY KING	EDEE NEUBAUER	JAMES SMELLEY
EVELYN DOZIER	CARTER LAIN	CHRISTOPHER PACE	MICHELLE TENNANT
JANINE GEHLE	NICHOLAS LARSON	MICHELE PEVETO MCKRELL	MELISSA TINKLE
KEVIN GONZALES	ASHLI LOGAN JERRI	ROMAN PSCHIEDT	ASHLEY UPCHURCH
CHASITY HUBACEK	MCNAIR SHERRI	CHRISTOPHER RANDELL	HOLLEY VINCENT
JEREMY HUBACEK	MECASKEY TERESA	CHRISTINE RATHBONE	STEPHANIE WINCHESTER
MADISON KAHAN	MEYERS	BECCA REESE	MICHAEL YOUNG
JOY LARABELL			

Appointments & Council Policy committee

August 30, 2022

Advisory Committee on People with Disabilities:

- Re-appointments
 - Michael Smith
 - Stephanie Hollins
 - Brandon Bayles
- New appointments
 - None that fit the requirement

Animal Shelter Advisory:

- Re-appointments
 - Jennifer Stockemer
 - Donna Riggs
 - Kim Peckler
- New appointments
 - Dr. Susan Andrews
 - Trina Argo

Cemetery:

- Re-appointments
 - Esmeralda Martin
- New appointments
 - Jaime Ibarra
 - Jamie Jones

Building Codes & Standards Board:

- New appointments
 - James Wood

Library:

- Re-appointments
 - Claire Coggin
 - Daniel McClain
- New appointments
 - Jim Wadlow
 - Gabrielle De La Cruz
 - Sarah Navarrette

Appointments & Council Policy committee

August 30, 2022

Old Town Design Standards Review:

- Re-appointments
 - Neal Jones
 - Winter Moore
 - Tim Spears
- New appointments
 - William Carlson
 - Jeremy Bleeker

Park:

- Re-appointments
 - Michael Massey
 - Matthew Quinn
- New appointments
 - Shannan Sutter
 - Nathan Nakamura
 - Lindsey Cobb

Planning & Zoning:

- Re-appointments
 - Bill Janusch
- New appointments
 - David Hadley
 - Cobi Tittle
 - Clint Faram
 - Bobby Reading

Zoning Board of Adjustments:

- Re-appointments
 - Sarah Brown
 - Dan Milam
 - Charles Chavers
 - Justin Cannon
- New appointments
 - Larry Scott
 - James Chandler
 - Joseph Laster

Board/Commission list

With all applicants listed

Advisory Committee on People with Disabilities

- Melissa Addyman
- Janet Farmer
- Dena Hooley
- Dawn Humphrey
- Jamie Jones
- Suzanne Josey
- Nathan Nakamura
- Derek Tayler
- Cobi Tittle
- Brooke Wilson

Animal Shelter Advisory

- Trina Argo
- Jeremy Bleeker
- Meghan Capelle
- Lisa Chick
- Liriane Davis
- Gabrielle De La Cruz
- Brad Griffin
- Stacey Henry
- Dena Hooley
- Steven Janssen
- Jamie Jones
- James Luckie
- Nathan Nakamura
- Sarah Navarrette
- David O'Connor
- Kathy Sanchez

Adult	Currently on a board
Youth	Outside city limits

Building Codes & Standards Board

- Robert Johnson
- Blakeley Johnson
- James Wood
- Nathan Nakamura
- Sarah Navarrette
- Christian Schott

Cemetery

- Jamie Ibarra
- Jamie Jones
- Sarah Navarrette

Library

- Marvin Campos
- Gabrielle De La Cruz
- Janet Farmer
- Dena Hooley
- Jamie Jones
- Brent Molen
- Nathan Nakamura
- Sarah Navarrette
- Ramona Pearcy
- Jim Wadlow
- Jessica Wasson
- Christine Williams

Adult	Currently on a board
Youth	Outside city limits

Old Town Design Standards

- Jeremy Bleeker
- Meghan Capelle
- Brad Griffin
- Stacey Henry
- Dena Hooley
- Jamie Jones
- Joseph Laster
- James Luckie
- Sarah Navarrette
- David O'Connor
- Cobi Tittle
- Jessica Wasson
- Christine Williams

Parks

- Jeremy Bleeker
- Marvin Campos
- Allan Cardozo
- Lindsey Cobb
- Lindsay French
- George Golightly
- Brad Griffin
- Stacey Henry
- Dena Hooley
- Jaime Ibarra
- Blakeley Johnson
- Joseph Laster
- James Luckie
- Brent Molen
- Roman Molina
- Sarah Navarette
- Martin Pope
- Paul Robert
- "Bobby" Reading
- Jessica Reams
- Kathy Sanchez
- Christian Schott
- Shannan Sutter
- Jim Wadlow
- Jessica Wasson
- Christine Williams
- Tyler Knox

Adult	Currently on a board
Youth	Outside city limits

Planning & Zoning

- Jerry Allen
- Dena Hooley
- Sarah Navarrette
- Cobi Tittle
- Jeremy Bleeker
- Todd Hulse
- David O'Connor
- Christine Williams
- Allan Cardozo
- Robert Johnson
- Paul Robert
- Tyler Knox
- Clint Faram
- Blakeley Johnson
- "Bobby" Reading
- George Golightly
- Jamie Jones
- Christian Schott
- Bobby Goolsby
- James Wood
- Larry Scott
- David Hadley
- Brent Molen
- Shannan Sutter

Zoning Board of Adjustment

- Clint Faram
- Larry Scott
- Joseph Laster

Adult	Currently on a board
Youth	Outside city limits

All Applicants

[HOME](#)

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CLINT FARAM	JOSEPH LASTER	JESSICA WASSON
JANET FARMER	JAMES LUCKIE	CHRISTINE WILLIAMS
LINDSAY FRENCH	BRENT MOLEN	BROOKE WILSON
GEORGE GOLIGHTLY	ROMAN MOLINA	JAMES WOOD
BOBBY GOOLSBY	NATHAN NAKAMURA	
BRAD GRIFFIN	SARAH NAVARRETTE	
TYLER KNOX	DAVID O'CONNOR	

Ineligible, Withdrawn or No Response

ASHLYN ALBRACHT	MICAH BEARD	ROMAN MOORE	JESSICA SAUCIER
LINDSI BENNETT	MEGAN KELLY	GWEN MORAVEC	DESTINY SILVA
TY BLAIR	AMANDA KING	KIMBERLY MORGAN	MARY SLANEY
MARCIE CASTIGLIONE	ANTHONY KING	EDEE NEUBAUER	JAMES SMELLEY
EVELYN DOZIER	CARTER LAIN	CHRISTOPHER PACE	MICHELLE TENNANT
JANINE GEHLE	NICHOLAS LARSON	MICHELE PEVETO MCKRELL	MELISSA TINKLE
KEVIN GONZALES	ASHLI LOGAN JERRI	ROMAN PSCHIEDT	ASHLEY UPCHURCH
CHASITY HUBACEK	MCNAIR SHERRI	CHRISTOPHER RANDELL	HOLLEY VINCENT
JEREMY HUBACEK	MECASKEY TERESA	CHRISTINE RATHBONE	STEPHANIE WINCHESTER
MADISON KAHAN	MEYERS	BECCA REESE	MICHAEL YOUNG
JOY LARABELL			