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

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

The City Council will not discuss or take action on any public hearings, or items listed in Section 2 “Public Presentations”, Section 5 “Citizens Appearances”, or Section 7 “Development Applications”, prior to 5:30 p.m.

1. CALL TO ORDER

Invocation - Mayor Fletcher

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

Administer Oath of Office to Council Place 6 Adam Russell. (Amanda Campos, City Secretary)

A. Minute Order acknowledging and accepting the resignation of Council Place 3, Jimmy Stanford and provide staff direction. *(Staff Presenter: Amanda Campos, City Secretary)*

2. PUBLIC PRESENTATIONS

A. Proclamations

B. Presentations

- A presentation acknowledging the 2023 Burleson Character Council recipients. *(Presenter: Victoria Johnson, Councilmember Place 1)*

C. Community Interest Items

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

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

3. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion and give staff direction regarding Project Workforce. *(Alex Philips, Economic Development Director)*
- B. Receive a report, hold a discussion, and provide staff direction regarding the structure of City Council meetings. *(Staff Presenter: Tommy Ludwig, Interim City Manager)*
- C. Receive a report, hold a discussion and provide staff feedback regarding the design of Shannon Creek Park. *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*
- D. Receive a report, hold a discussion and give staff direction on the General Fund and General Debt Service Fund Financial Overview, and receive any additional direction from City Council regarding the annual budget for fiscal year 2023-2024. *(Staff Presenter: Martin Avila, Director of Finance)*

4. CHANGES TO POSTED AGENDA

- A. Items to be continued or withdrawn.
- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

5. CITIZENS APPEARANCES

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

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

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

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

6. CONSENT AGENDA

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

- A. Consider approval of the minutes from the May 15, 2023 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary)*
- B. Consider approval of a resolution appointing Kevin North, Assistant Director of Public Works, as voting member and Eric Oscarson, Director of Public Works, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2023. *(Staff Contact: Eric Oscarson, Director of Public Works)*

- C. Consider approval of an ordinance amending the Reinvestment Zone Number Two, City of Burleson, Texas, Project and Financing Plan by adopting the Renfro Street & Johnson Avenue Pedestrian Improvements, and the purchase of the Independent Bank lot and construction of the parking lot as additional projects. (Final Reading) (Staff Contact: Martin Avila, Finance Director)
- D. Consider approval of a five year contract with Knight Security Systems for software, hardware, and maintenance for the installation of security cameras and access control throughout city water facilities through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$315,122.25. (Staff Contact: Hugo Rodriguez, Deputy Director, IT)
- E. Consider approval of an Extraterritorial Jurisdiction (ETJ) boundary agreement between the cities of Burleson and Fort Worth, subject to the release of 130.446 acres from Fort Worth's ETJ. (Staff Contact: Tony McIlwain, Development Services Director)
- F. Consider approval of a contract for the purchase of a replacement fleet vehicle with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$87,494.89. (Staff Contact: Eric Oscarson, Director of Public Works)
- G. Consider approval of an interlocal agreement with the City of Midlothian for cooperative purchasing between the cities that will allow among other cooperative purchases, utilization of an existing City of Midlothian agreement with Bound Tree Medical, LLC for EMS supplies. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)
- H. Consider approval of a contract for the purchase of replacement fleet equipment with Turf & Soil Management through the BuyBoard Cooperative in the amount of \$105,950.68. (Staff Contact: Eric Oscarson, Director of Public Works)
- I. Consider approval of a permanent easement and right-of-way to Oncor Electric Delivery Company, LLC, located at approximately 720 W County Road 714, and authorize the Interim City Manager to execute the easement on behalf of the City. (Staff Contact: Errick Thompson, Deputy Public Works Director)
- J. Consider approval of a contract with Motorola Solutions, Inc. through a cooperative purchasing agreement with the City of Fort Worth for the purchase of 23 Motorola APX Next XE portable radios, associated equipment, services, and subscriptions in the amount not to exceed \$188,650.71. (Staff Contact: K.T. Freeman, Fire Chief)
- K. Consider approval of a minute order appointing voting membership of the Mayor's Youth Council to service terms commencing June 6, 2023. (Staff Contact: Lisandra Leal, Assistant City Secretary)
- L. Consider approval of an amendment to CSO#4034-11-2022 modifying the June 2023 City Council regular meeting dates from June 19th to June 20th. (Staff Contact: Tommy Ludwig, Interim City Manager)

7. DEVELOPMENT APPLICATIONS

- A. Top Dog Texas at 136 NW Ellison (Case 22-134): Hold a public hearing and consider approval of an ordinance for a SUP, Specific Use Permit, allowing "Kennel (Indoor)" in the C, Commercial

Zoning District. *(First and Final Reading) (Staff Presenter, Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by a unanimous vote).*

- B. Food Truck Park at 2635 S Burleson Blvd (Case 23-028): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural, to "GR" General Retail with a SUP, Specific Use Permit, allowing for a "Food Truck Park" to operate at 2635 S Burleson Blvd. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by a vote of 8 to 0).*
- C. Burleson ISD at 517 SW Johnson Ave. (Case 23-036): Consider approval of a resolution for a sign variance to allow for two monument signs without masonry wrapping; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

8. GENERAL

- A. Consider approval of a four-month Vehicle Lease Agreement with Einstein Group, LLC, d/b/a, Speedway EMS, to utilize and lease an ambulance to enable the City to begin receiving necessary certifications from the State of Texas to provide emergency medical services in an amount not to exceed \$4,000. *(Staff Presenter: K.T. Freeman)*
- B. Consider approval of a service contract with Freese and Nichols, Inc to create an asset management policy, risk matrix, and a pavement management plan in the amount of \$148,814. *(Staff Contact: Eric Oscarson, Director of Public Works)*
- C. Consider approval of a minute order appointing a councilmember replacement to the Burleson Opportunity Fund Board to fill a vacancy. *(Staff Presenter: Amanda Campos, City Secretary)*
- D. Remove from the table and consider approval a professional services contract with Komatsu/Rangel, Inc. dba Komatsu Architecture for design of the Burleson Fire Station 1 Renovation project in the amount of \$219,831. *(Staff Presenter: K.T. Freeman, Fire Chief)*
- E. Consider approval of a professional services contract with Komatsu/Rangel, Inc. dba Komatsu Architecture for design of the Burleson Fire Station 1 Renovation Project. *(Staff Presenters: K.T. Freeman, Fire Chief, and Eric Oscarson Director of Public Works)*

9. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

10. RECESS INTO EXECUTIVE SESSION

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

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
-Civil Action No. 3:23-cv-00948-k, *Eder v. City of Burleson*, In the U.S. District Court Northern District of Texas, Dallas Division
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
-5500 Vantage Drive, Burleson, Johnson County, Texas

- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073, Texas Government Code**
- D. Personnel matters pursuant to Section 551.074, Texas Government Code**
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076, Texas Government Code**
- F. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**
 - Project Workforce
 - Project Facelift
 - Project 330
 - Project Farmer's Mind
- G. Pursuant to Sec. 418.183(f), Texas Government Code, deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

CERTIFICATE

I hereby certify that the above agenda was posted on the 31st of May 2023, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: City Secretary Office
FROM: Amanda Campos, City Secretary
MEETING: June 5, 2023

SUBJECT:

Minute Order acknowledging and accepting the resignation of Council Place 3, Jimmy Stanford and provide staff direction. (*Staff presenter: Amanda Campos, City Secretary*)

SUMMARY:

Councilmember Jimmy Stanford submitted his letter of resignation on May 31, 2023 with an effective date of June 5, 2023. Per Texas Election Code for a resignation of a city councilmember the resignation must be in writing, signed and delivered to the appropriate authority having power to act on the resignation. If the authority is a governing body it can be accepted by the presiding officer (Mayor) or the City Secretary. The resignation cannot be refused. The resignation was presented in the correct format to both the Mayor and the City Secretary at the same time.

This item is for the city council to acknowledge and accept the resignation and provide direction to the City Secretary on the options available to the city council.

Texas Election Code, Texas Constitution, and the Burleson City Charter all address council vacancies and the procedure for moving forward. For council terms more than 2 years the vacancy MUST be filled within 120 days after the vacancy occurs. This can be either special election (does not need to be on an uniform election date) or by appointment made by the majority of the city council. The deadline to fill the vacancy is September 27, 2023.

At this meeting council will need to determine which option available to them they would like to carry forward. This determination will require a special meeting of the city council either to order the special election or outline the process of appointment. A special election would need to be held. There is currently no procedure for appointing someone to fill a vacancy only the option to do so. Anyone appointed must meet the requirements of a city council member for the City of Burleson.

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com
817.426.9665 or 817.291.5846



May 24, 2023

To: The Honorable Mayor, Fellow City Council, City Staff, and Citizens of Burleson Texas

Please accept this Letter of Resignation as City Council Member Place 3 to take effect at Midnight on June 05, 2023

When I ran for City Council in 2021, I had every intention of being physically available to meet the needs of the Citizens and to properly serve the City as a whole. I am proud of being on the front lines these past two years to serve alongside the Council, Citizens, and Staff to bring about positive change and provide for the needs of an overall Burleson. The accomplishments these past two years are far too many to mention and I firmly believe that more are forthcoming.

Within the past several months, I have been tasked with greater responsibility and travel related to my full-time position outside of Council. This was not anticipated nor foreseen when I ran. This year alone, I have had to miss 4 meetings and there is a very real likelihood that I will need to miss substantially more. In fact, my desire and intentions were to be at tonight's Council Meeting, but Global Disasters have my attention elsewhere. Burleson needs someone that can be in attendance not only in person on Council but within the Community. There are many exciting projects in the works and some very important budget considerations coming up. It would not be fair to the Citizens, Staff, or Council for me to occupy a seat and not being physically present to provide meaningful insight and direction. My desire is the same today as it was when I ran, to serve the Community. It is for this reason, that I am resigning my seat. I believe, I can best serve the Community, Staff, and Council best by stepping down and allowing someone to come in that is physically available to respond at a moment's notice to the ever-changing needs of the Community.

I want to take this opportunity to thank my family, supporters, city staff, and citizens for the opportunity to serve in this position these past two years. I am excited for the future of Burleson and know that great things are in store.

With Blessings,

A handwritten signature in black ink, appearing to read "Jimmy Stanford", with a long horizontal line extending to the right.

Jimmy Stanford
Burleson City Council Place 3





Council Place 3 Vacancy

JUNE 5, 2023

REGULAR COUNCIL MEETING

Minute Order

Acknowledge and Accept resignation of Council Place 3 Jimmy Stanford.

Requirement	
Must be writing	Received letter May 31, 2023
Must be signed	Signed
Delivered to the proper authority	Delivered to Mayor and City Secretary
Must be accepted CANNOT refuse	Minute Order acknowledge/accept
Must be filled within 120 days	September 27, 2023 (calculated from receipt of letter not effective date of resignation)

ACTION

Approve minute order acknowledging and accepting the resignation of Council Place 3 Jimmy Stanford.



What's Next?

Candidate to fill must meet requirements:

At least 18 years of age

US citizen

A qualified voter of the city

Resident of the city on the date of
election or appointment for at least 12
months prior

Not disqualified by reason of any other
provision of law

Council MUST fill the vacancy CANNOT leave vacant within 120 days.

2 options to discuss

Special Election:

- Date
- Location
- Voting Method – Programming / Paper
- Time up front for candidate applications/ hiring workers/ printing ballots, etc. (fastest can be completed 108 to 118 days)
- Find election workers
- Cost \$38,000 to \$45,000

Appointment:

- Requires majority vote of the city council
- Texas Open Meeting Act requirements (72 hour posting timeframe for each action of the city council)
- No legal process requirements other than these first two listed

Council Discussion and Direction



City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: June 5, 2023

SUBJECT:

Receive a report, hold a discussion and give staff direction regarding Project Workforce. *(Alex Philips, Economic Development Director)*

SUMMARY:

Staff will provide a presentation to council regarding this economic development project.

OPTIONS:

N/A

RECOMMENDATION:

N/A

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

City Council Regular Meeting

DEPARTMENT: City Manager's Office

FROM: Tommy Ludwig, Interim City Manager

MEETING: June 5, 2023

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding the structure of City Council meetings. (*Staff Presenter: Tommy Ludwig, Interim City Manager*)

SUMMARY:

This item aims to discuss the current structure related to the city council and board and commission meetings. Staff will provide the council with an overview of the current process and options for change, should the council desire to make changes.

OPTIONS:

N/A

RECOMMENDATION:

N/A

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Tommy Ludwig
Title: Interim City Manager
tludwig@burlesontx.com
817-426-9623

City Council Meeting Structure

June 05, 2023

Reports & Presentations

Purpose

- Review current structure and format of council meetings
- Provide options for possible changes
- Receive feedback from City Council on the following
 - Regular meetings, special meetings, and worksessions
 - Days of meetings and times
 - 4A, 4B, TIF #2, and Council committee meetings
- Review upcoming agenda item forecast

Current Structure and Format

Regular Meetings: council formally adopts calendar each year

- 1st & 3rd Mondays (holiday exceptions)
- 1st Monday start time varies depending on reports
- 3rd Monday start time is 5:30pm

Special Meetings: as needed

- Generally days of the week during the regular business hours
- Normally reserved for budgetary or reports and presentations related items

Worksession: currently not utilized

- Worksession items are encompassed into the Reports & Presentations section of the Regular agenda
- Can be a separate agenda will discuss further

4A, 4B, TIF #2, and Council Committees: specific to each one

- Generally held prior to the a council meeting for 4A, 4B, and TIF#2
- Council committees dates and times vary
- Committee members, or the City Manager request these meetings dependent on need
- Finance & Internal Services committee has annual specific meeting requirements related to the Audit, Annual Comprehensive Financial Report

Regular Meetings



Current process established by council direction (August 2022)

1st Monday meeting – start time varies

- Reports and presentations are added to regular agenda at the beginning
- Public presentations, public comment, public hearings, and development items are not held earlier than 5:30pm

3rd Monday meeting – start time 5:30pm

- Should not include reports and presentations unless requested by city council, deemed critical, or time sensitive

Benefits and Challenges of Current Format

- Provides better time management of meetings, by holding briefings once a month with an earlier start time
- Items appearing before the Council prior to 5:30pm are generally non-actionable, lessening the impact on working individuals who cannot attend a meeting scheduled earlier in the day
- Second meeting of the month is focused solely on action items, resulting in quicker and more efficient meetings
- Format limits staff's ability to bring reports and presentations items forward to Council to once a month, resulting in potential delays in projects
- Forecasting how long the reports and presentations items will be discussed is challenging to predict, making establishing a meeting start time difficult
- There is potential for confusion in the general public with varying meeting start times

Alternative Formats

- Option 1
 - Allow reports and presentations items to appear on the first and second meeting of the month
 - Both meetings begin at a consistent time (historically 5:30, but can be set earlier or later)
 - Format was utilized by the City Council prior to current process
- Benefits and Challenges of Optional Format
 - Provides staff greater flexibility in managing agendas, and bringing items to Council when ready
 - Provides clarity for the general public and Council with consistent meeting start times
 - Results in potentially longer evening meetings, with reports and presentations appearing before Council both meetings of the month

Alternative Formats

- Option 2
 - Reports and presentations are only heard the first meeting of the month
 - Reports and Presentations and Regular Meeting posted as two separate meetings, each with a consistent and established start time (ex. Reports and Presentations - 3:00pm; Regular Meeting - 5:30pm)
- Benefits and Challenges of Optional Format
 - Provides consistent start times for general public and Council
 - Items appearing before the Council during the reports and presentation meeting would be non-actionable, lessening the impact on working individuals who cannot attend a meeting scheduled earlier in the day
 - Second meeting of the month is focused solely on action items, resulting in quicker and more efficient meetings
 - Format limits staff's ability to bring report and presentation items forward to Council to once a month, resulting in potential delays in projects
 - Could potentially result in downtime for the Council if briefing items are finished early

Tentative Agenda Forecast

June 5 <ul style="list-style-type: none"> • Project Workforce 380 • General Government 5 Year CIP • General Debt Service Financial Overview • Council meeting schedule and upcoming agenda forecast • Shannon Creek Discussion 	June 19 <ul style="list-style-type: none"> • Emergency Management update • Notification of Intent to Issue Debt (COs) • W&WW 5 Year CIP/Financial Overview • Parks, Golf, Cemetery 5 Year CIP • 4B, PPF and Golf Financial Overview • 4A CIP Plan / Financial Overview • ITS Project Discussion • Third Party Inspection
July 6 – Special Session <ul style="list-style-type: none"> • Strategic Plan • Compensation and Benefits • Police • Fire • Public Works/Additional CIP Projects • Parks and Recreation 	July 10 <ul style="list-style-type: none"> • Other SRF & Proprietary Funds Financial Overview • General Fund/Supplemental Financial Overview • EMS Ordinance / Mutual Aid • Panchasarp PID Update and Upcoming Items • Gateway Signage briefing • Lakewood Landscape design options • Lakewood resided limited notice to proceed
July 24 <ul style="list-style-type: none"> • Hold for briefing on additional budget discussion • Chisolm Summit Sewer Lift Station Contract Award 	August 7 <ul style="list-style-type: none"> • BRiCK lobby remodel • PD Design Update and CMAR • Resolution calling PID assessment hearing • PD Expansion programming update • City Hall Renovation Bid Award
August 10 – Special Session <ul style="list-style-type: none"> • City Manager's Budget Presentation 	August 21 <ul style="list-style-type: none"> • Masterplan and Impact Fee Update • Bldg./Fire/Property Maint. code update • Budget Update if needed • Bond Sale

Agenda Forecast

- Budget discussions are starting later than typical
- Regardless of the meeting format moving forward, staff recommends Reports and Presentation be an option for all Regular meetings throughout the remainder of this year's budget process
 - This will provide sufficient time for budget discussions
 - Will limit the number of special called meetings

Options

- Follow current practice of council meeting format
- Choose Option 1 or Option 2
 - Option 1
 - Allow reports/presentations on 1st and 3rd meeting
 - Standard start time of 5:30pm
 - Option 2
 - Reports/presentations 1st meeting only
 - Utilize worksession agenda and post two agendas; a worksession agenda and a regular meeting agenda – provides public clear notice of time and content of agenda
 - Establish a set time for worksession agenda – example: 3:00pm
- Choose alternative format as determined by council

Questions / Comments

City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: June 5, 2023

SUBJECT:

Receive a report, hold a discussion and provide staff feedback regarding the design of Shannon Creek Park. (*Staff Presenter: Jen Basham, Director of Parks and Recreation*)

SUMMARY:

Shannon Creek Park has been identified as priority for development as part of the 2019 Parks Master Plan. Staff has worked with the community, park board, and council since 2021 to guide the direction and design of the park. In November of 2022, Park Board and Council recommended proceeding with three phases of design. The initial phase includes:

- Dog Park
- Pond
- Natural Play Area
- Natural Trails
- Low Water Crossing
- Parking
- Drainage improvements
- Wild flower area
- Screening between homes and park

Park Board met and provided feedback regarding design elements on May 11, 2023. The board unanimously supported the design and has requested additional elements be added in this phase, or a future phase.

OPTIONS:

- 1) Recommend design as presented
- 2) Recommend with changes
- 3) Recommend denial

RECOMMENDATION:

Staff recommends approving as presented

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: 4B

Full Account #s:

Amount:

STAFF CONTACT:

Jen Basham

Director of Parks and Recreation

jbasham@burlesontx.com

817-426-9201

Shannon Creek

June 5, 2023

Staff Presenter: Jen Basham, Director of Parks and Recreation



Background

Shannon Creek is centrally located as part of our park system and creates linkages between multiple trails, parks, and open space.

- Shannon Creek was identified as a priority in the 2019 Parks Master Plan
- Staff has worked with the community since 2020 to create a park that meets the needs of the area
 - Shannon Creek (Current Phase)- 14.86 acres
 - Linear linkages to total park system- 25.54 acres
 - Total acres including linear linkages- 116.05 acres
 - Total park acreage within a mile- 90.512 acres
- **Shannon Creek is positioned to serve over 4,000 households within 1 mile**



Public Engagement Process

- Shannon Creek development was identified as a priority in the 2019 park and recreation master plan

- Round 1-Public Engagement

Round 1 consisted of an online survey with 303 respondents and an in-person town hall with 28 attendees. Mailers were sent to everyone within a 1 mile radius of the park, as well as using social media, and email blasts to communicate the request for feedback regarding what type of park the community would like to see.

- Round 2-Public Engagement

Round 2 took the feedback from round one and asked specific items regarding programming. Items included location for parking, screening between homes and the park, and what level of active programming the community would like to see. Based on this feedback the final design was broken out into phases for design. The initial phase includes design elements that are overwhelmingly supported by the community and the neighborhoods adjacent to the park. This round included 509 responses to the on-line survey and 32 attendees at the on-site tour of the park



Former Action

- Staff presented the results of the public engagement and the opinion of probable cost to Council on November 8, 2021
Council supported moving forward with the design of Shannon Creek Park with a budget of \$3,233,640 for construction
- The final design contract was presented to Council February 7, 2022 after round 1 of public engagement
Council awarded the contract to Studio Outside for \$488,985
- Council authorized staff to proceed with a phased approach to design after receiving the results of the second round of public engagement in November of 2022
- All presentations, feedback, and final phasing were reviewed and unanimously supported by Park Board prior to Council authorization



Phase I

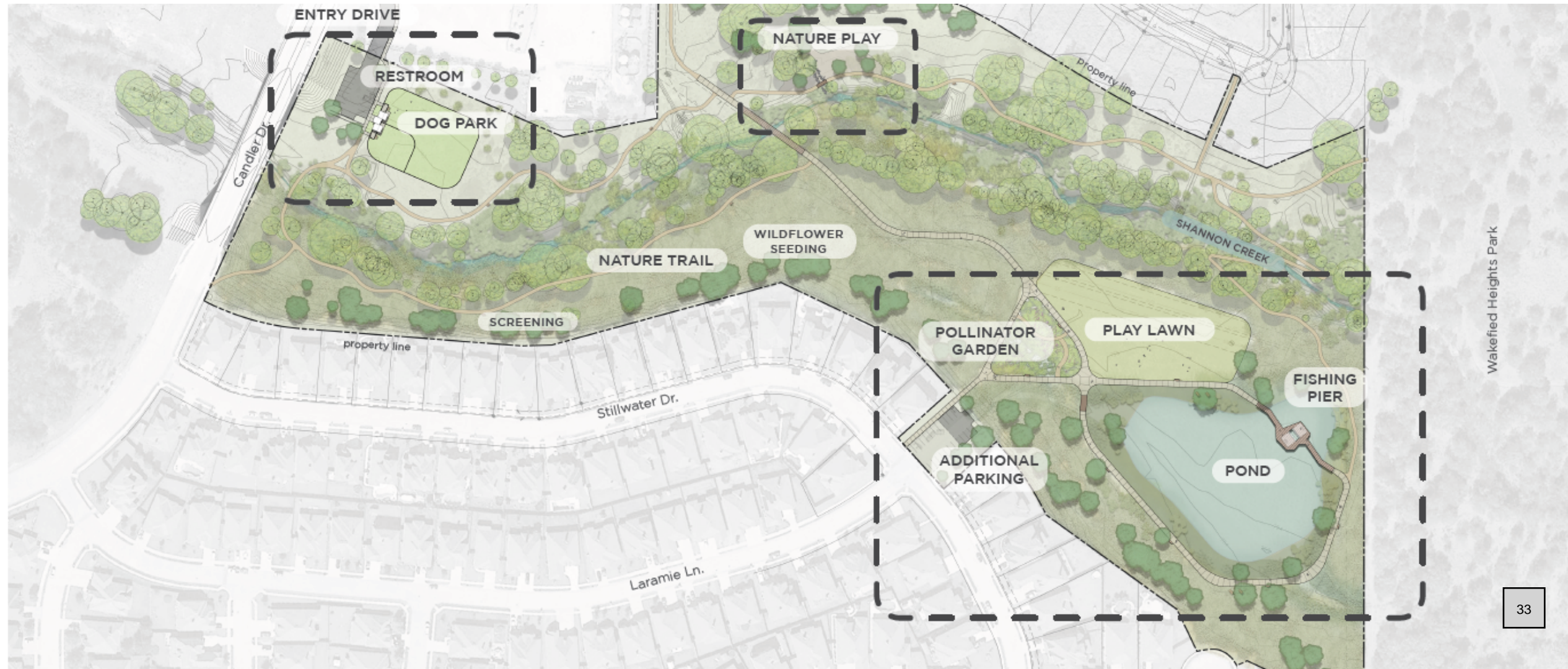


- Pond- \$337,250
Will include drainage improvements for the site
- Play Lawn- \$309,500
- Paved Trail-\$514,100
- Nature Trail- \$262,250
- Nature Play- \$161,750
- Parking- \$570,000
West lot- \$441,500
South lot-\$128,500
- General Costs- \$352,450
(Monument sign, vegetative screening, native grass and seeding, invasive removal)
- Dog Park with restroom added to Phase 1 by community and council request-\$272,000
- Contractor conditions and overhead(15%) -\$351,832
- Total-\$3,131,132
- Contingency of 10% will be included in award

Estimated 24 months to design and construct

Phase I Design

Includes items presented for consideration and authorized by council for the final design scope



Connectivity

Trails, Bridge, Low Water
Crossing



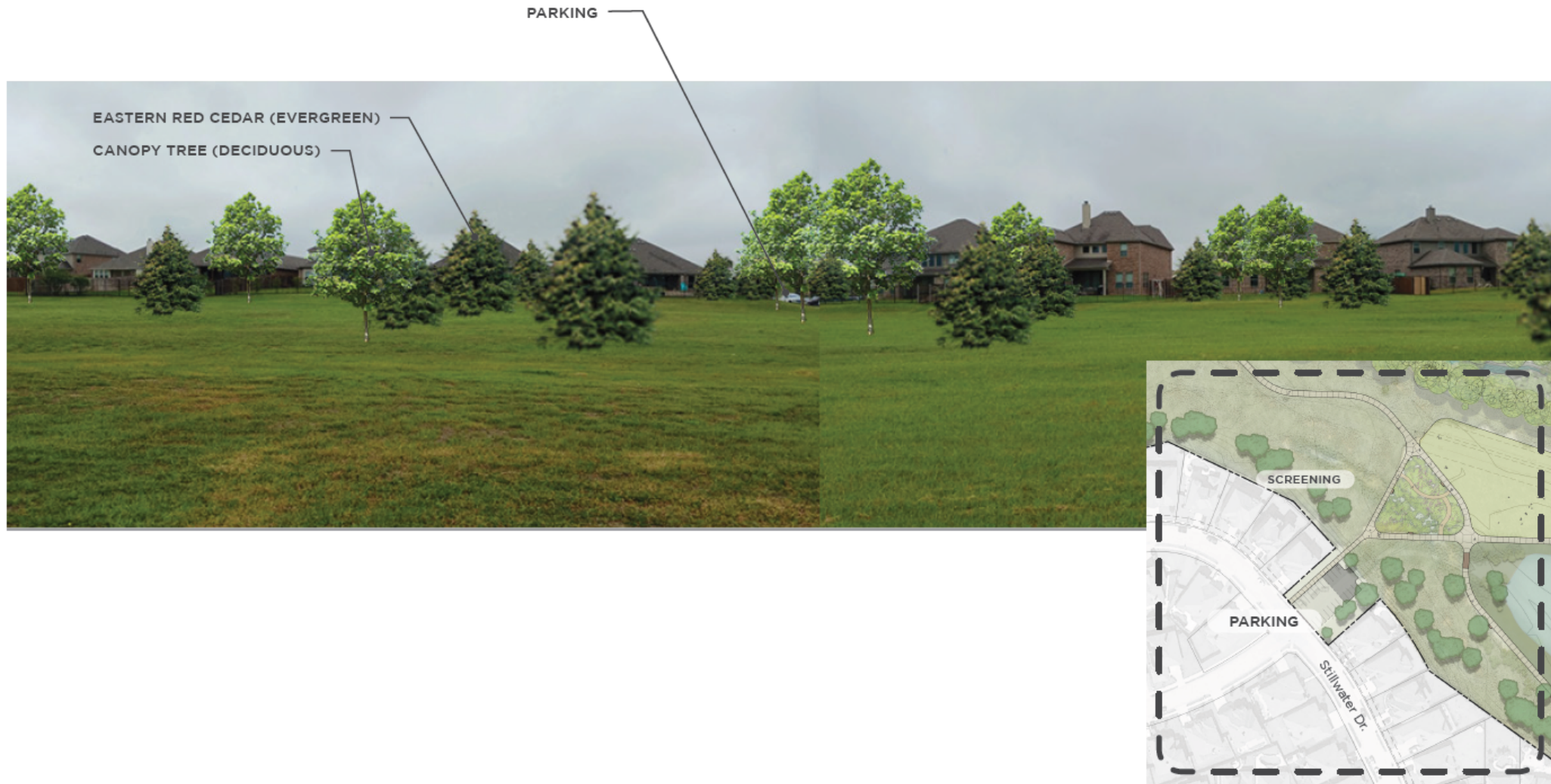
Park Board feedback – will there be a way for visually impaired patrons to know the low water crossing is coming?

Wildflower/Natural
Area
Pollinator garden, wildflower
seeding, landscape screening



Park Board feedback—ensure that pollinator garden is a certified monarch waystation

SCREENING



Dog Park

Parking, Restrooms, Shade, Drainage

ENTRY DRIVE
ENTRY SIGN
GABION WALLS

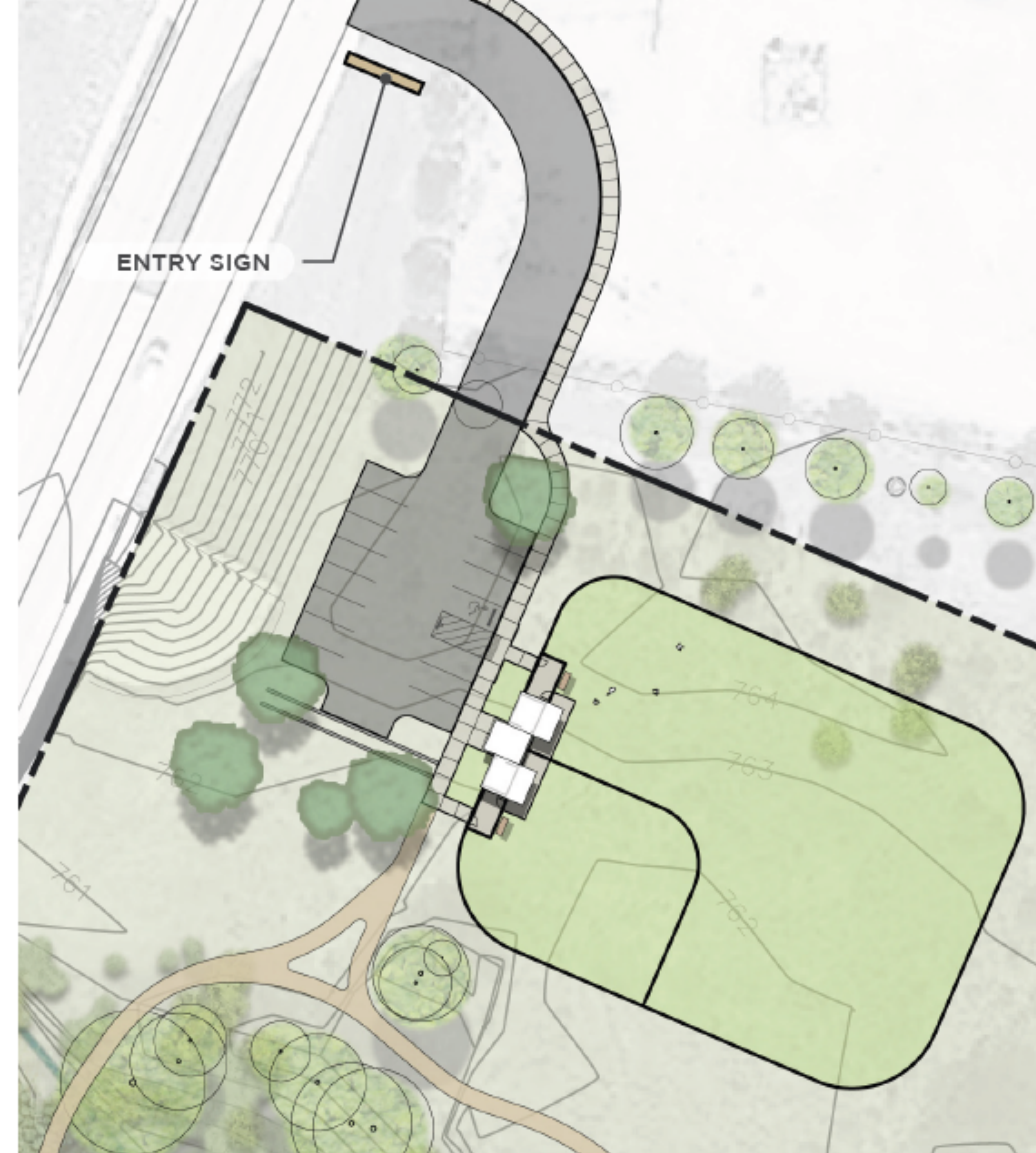
RESTROOM BUILDING
SMALL DOG PARK
LARGE DOG PARK

(16) PARKING SPOTS

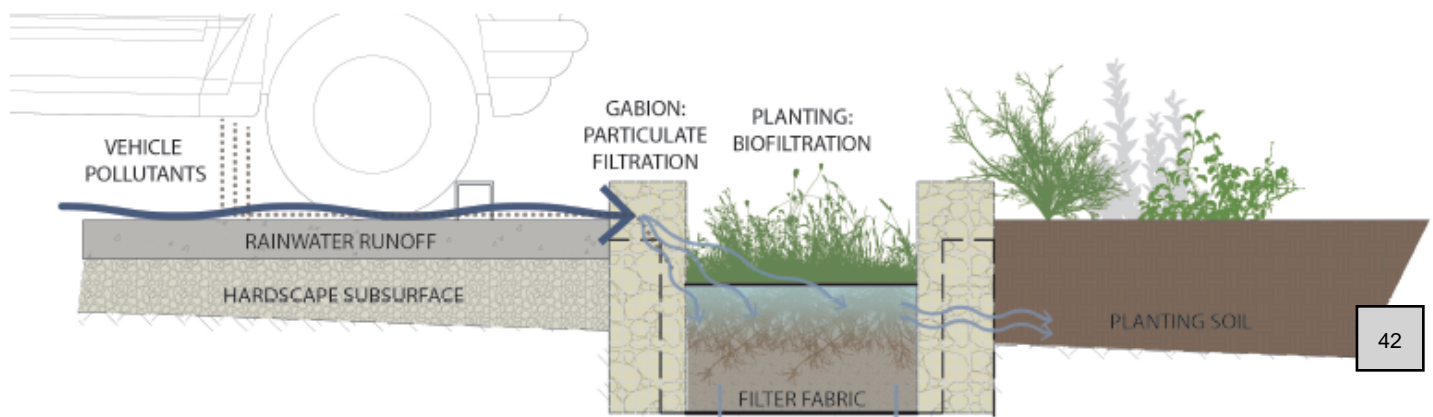
CRUSHED GRANITE TRAIL

Candler Dr.



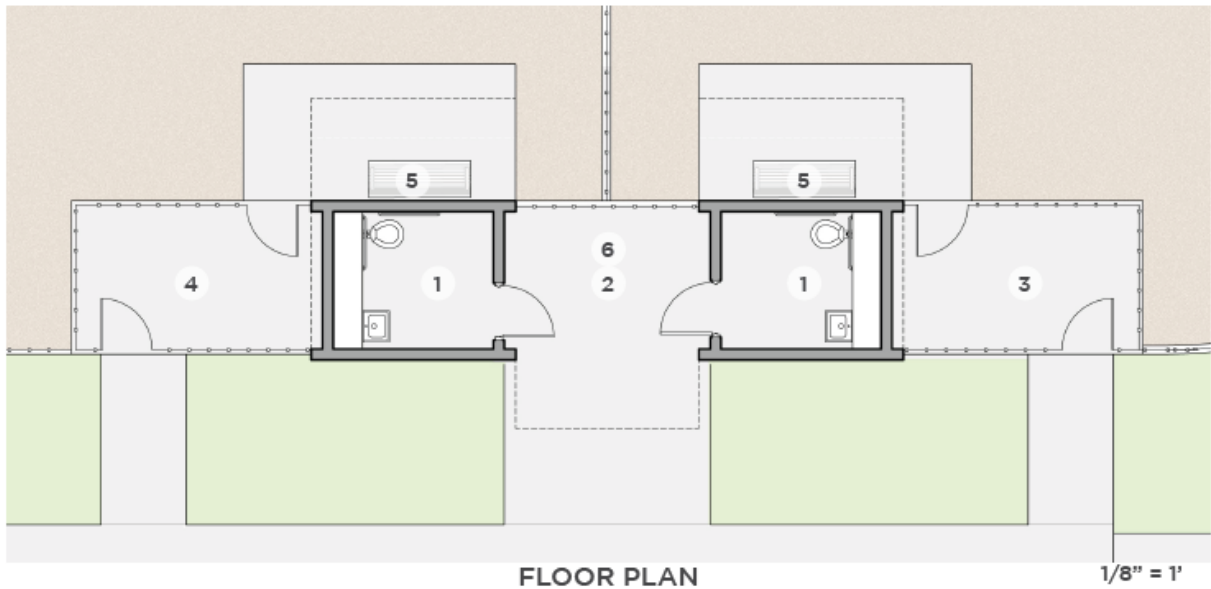


Park Board feedback- would like to see more natural seating such as boulders, ensure shade placement is proper for maximizing use, look into adding additional diagonal parking along one side of the drive





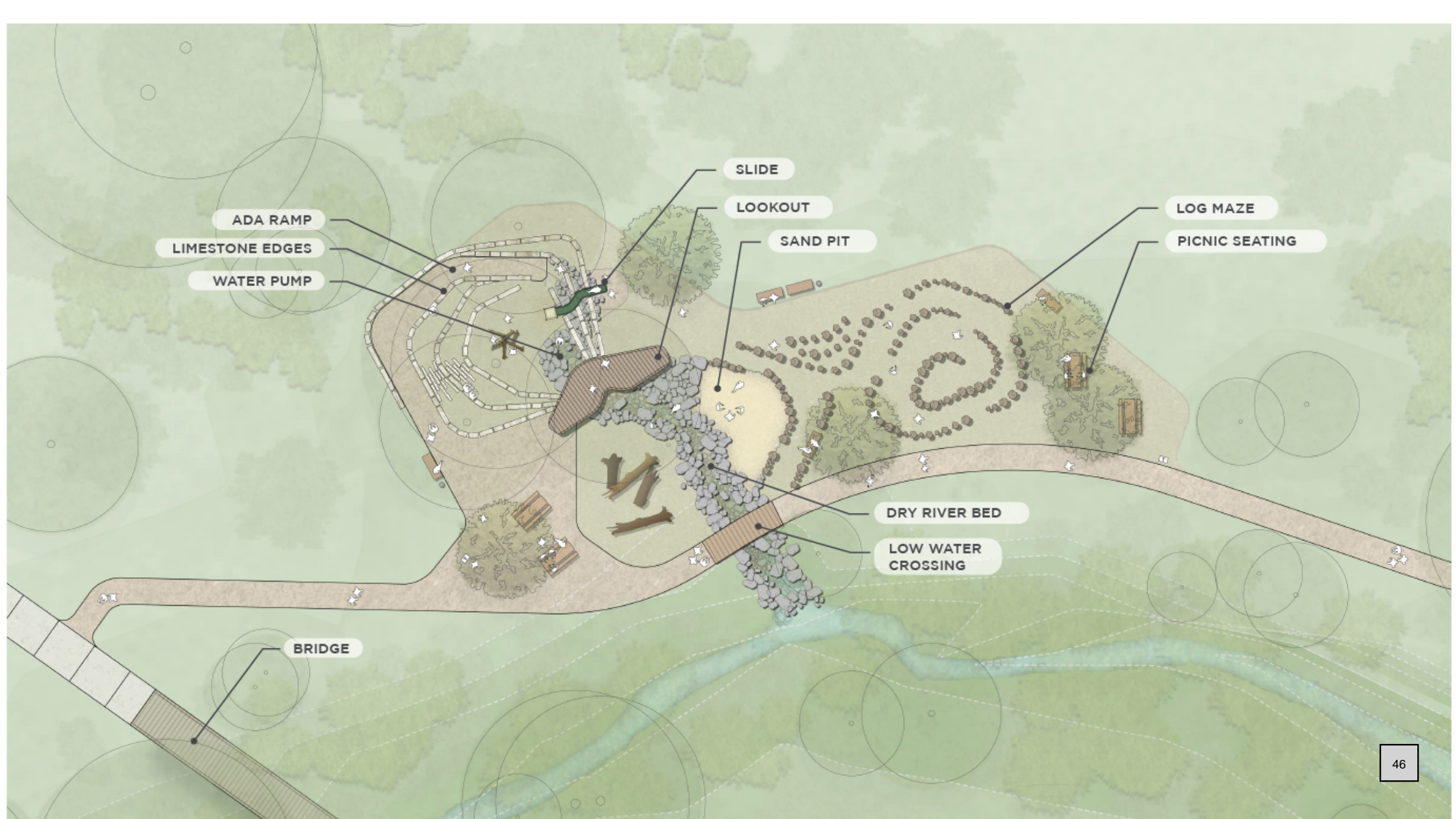
FAMILY RESTROOM BUILDING



- LEGEND**
- 1. FAMILY RESTROOM
 - 2. BREEZEWAY
 - 3. SMALL DOG ENTRY
 - 4. LARGE DOG ENTRY
 - 5. COVERED SEATING
 - 6. DRINKING FOUNTAIN

Natural Play

Dry river bed, log maze,
slides, lookout tower, sand pit



ADA RAMP
LIMESTONE EDGES
WATER PUMP

SLIDE

LOOKOUT

SAND PIT

LOG MAZE

PICNIC SEATING

DRY RIVER BED

LOW WATER
CROSSING

BRIDGE



Park Board feedback- Ensure a rinse station for sand area







NATURE PLAY: LOOKOUT





Park Board feedback-prefer not metal slide

Pond

Fishing pier, riparian areas,
bankside fishing, drainage

FISHING POND

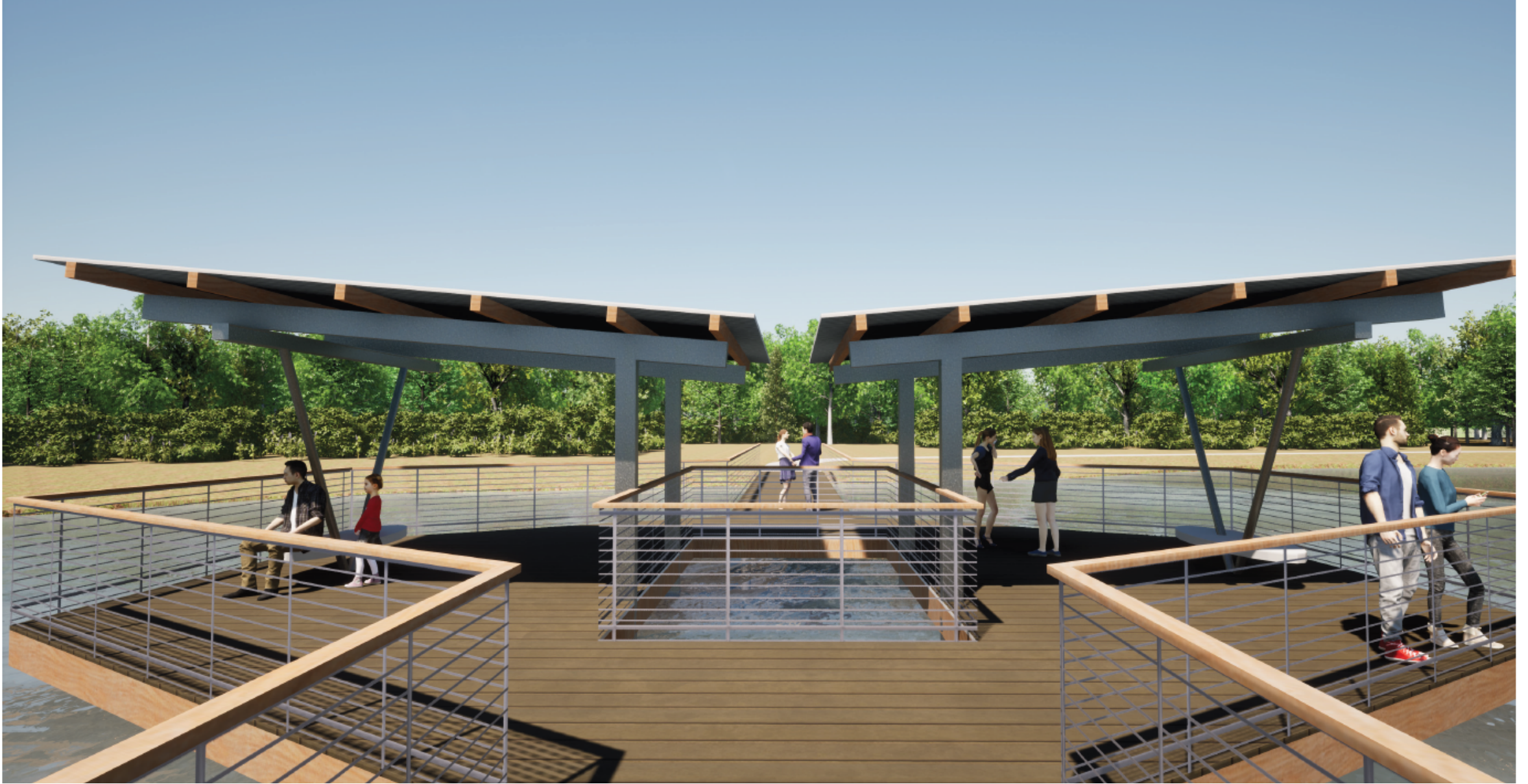


FISHING POND



FISHING PIER ENLARGEMENT





Park Board feedback-would like to see lighting on the pier for night fishing

Furniture

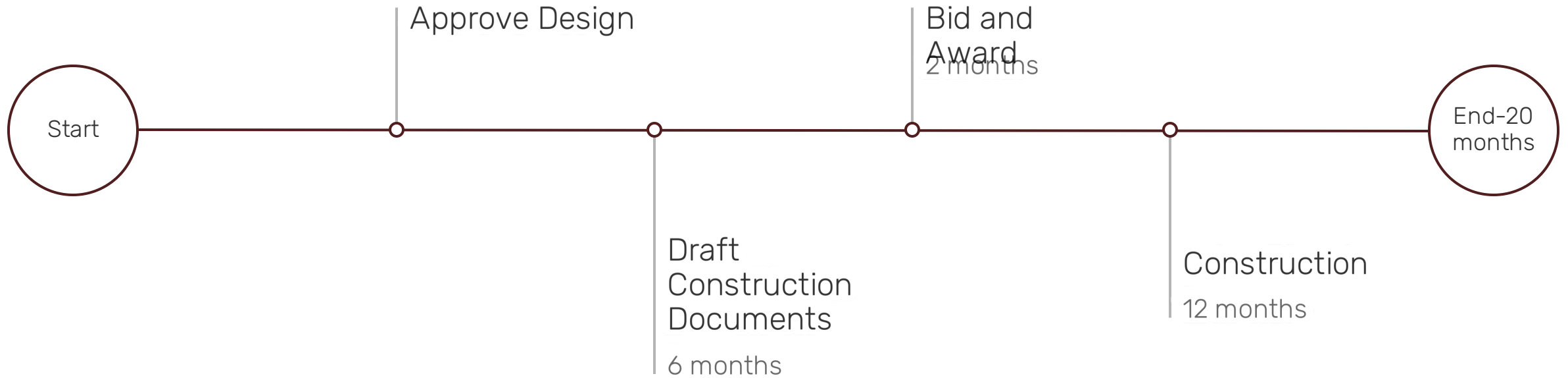
Picnic tables, trash receptacles, benches

Future options for lighting (not included in this phase)

SITE FURNITURE



Timeline



Park Board feedback- how long will it take for us to start and complete the next phase? Once design begins staff anticipates 2 years to complete.

Direction

✓ Approve design as presented

Staff Recommendation

✓ Approve with changes

Park Board Recommendation

✓ Not move forward with the project



DEPARTMENT MEMO

DEPARTMENT: Finance

FROM: Martin Avila, Finance Director

MEETING: June 5, 2023

SUBJECT:

Receive a report, hold a discussion, and give staff direction on the General Fund, Debt Service Fund, and 5-year General Government Capital Improvement Plan (CIP) overview and receive any additional direction from City Council regarding the annual budget for fiscal year 2023-2024. *(Staff Presenter: Martin Avila, Director of Finance and Eric Oscarson, Director of Public Works)*

SUMMARY:

As part of the budget process for fiscal year 2023-2024, staff is presenting an overview of the General Fund, Debt Service Fund and revised 5-year CIP plan.

OPTIONS:

RECOMMENDATION:

FISCAL IMPACT:

Budgeted Y/N: NA

Fund name:

Account number:

Project number:

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

STAFF CONTACT:

Martin Avila
Director of Finance
mavila@burlesontx.com
817-426-9651

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



General Fund, General Debt Service, and 5-year Capital Improvement Plan Update

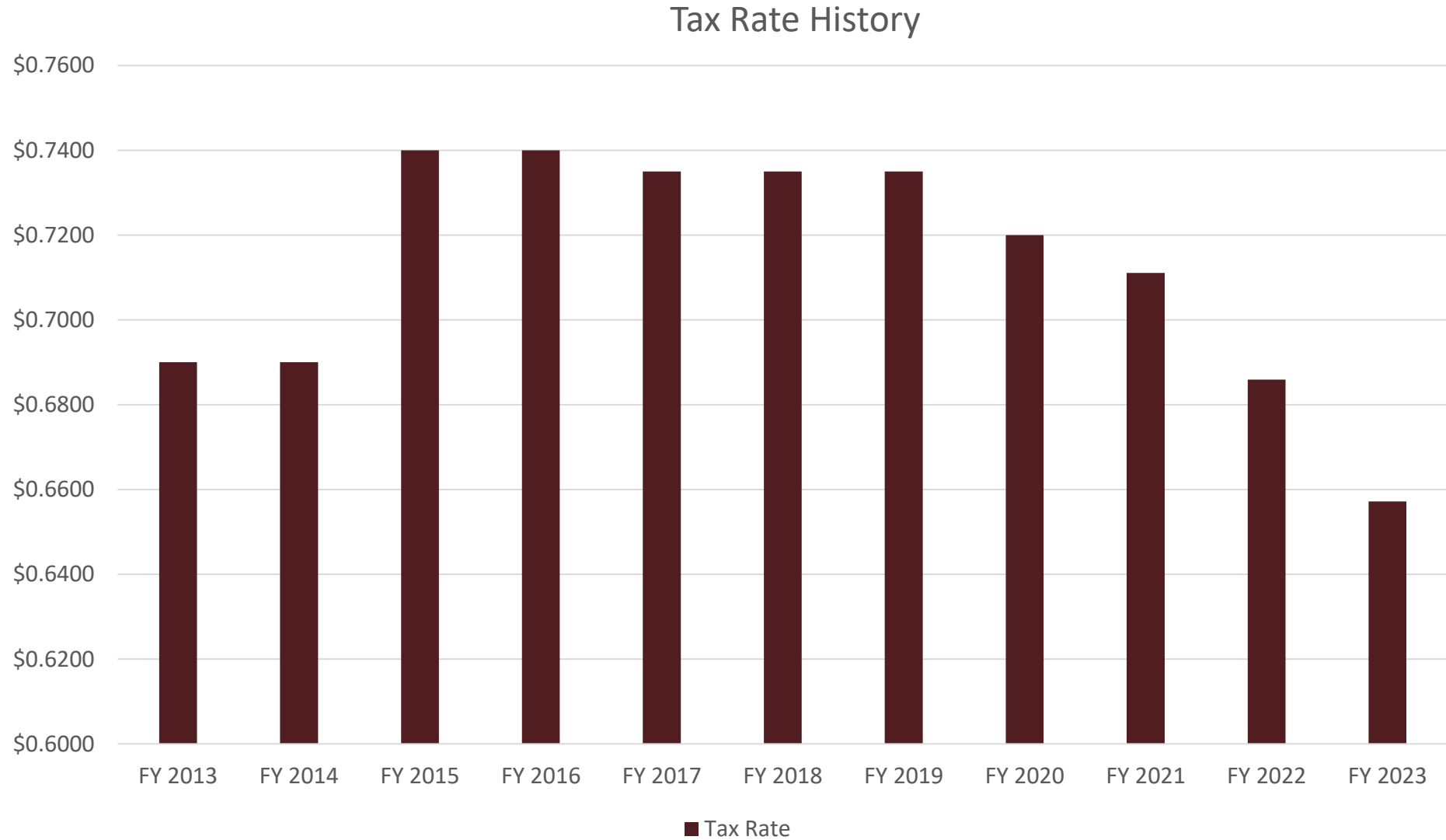
Presented to City Council on June 5, 2023

Discussion Points

- Property Tax Rate
 - Maintenance & Operation (M&O) Rate
 - Supports General Fund Services
 - Debt Rate – General Debt Service Fund
 - Debt Service Payments for Tax Supported Debt
 - Debt proceeds supports the City's General Government Capital Improvement Plan
- General Fund
- General Debt Service Fund
- General Government 5 year Capital Improvement Plan (CIP)

Tax Rate History

Tax Year	GF Rate	Debt Rate	Total Rate
FY 2022-23	\$0.4649	\$0.1923	\$0.6572
FY 2021-22	\$0.4974	\$0.1885	\$0.6859
FY 2020-21	\$0.5187	\$0.1924	\$0.7111
FY 2019-20	\$0.5106	\$0.2094	\$0.7200
FY 2018-19	\$0.5228	\$0.2122	\$0.7350
FY 2017-18	\$0.5228	\$0.2122	\$0.7350
FY 2016-17	\$0.5228	\$0.2122	\$0.7350
FY 2015-16	\$0.5278	\$0.2122	\$0.7400
FY 2014-15	\$0.5278	\$0.2122	\$0.7400
FY 2013-14	\$0.5278	\$0.1622	\$0.6900
FY 2012-13	\$0.5278	\$0.1622	\$0.6900

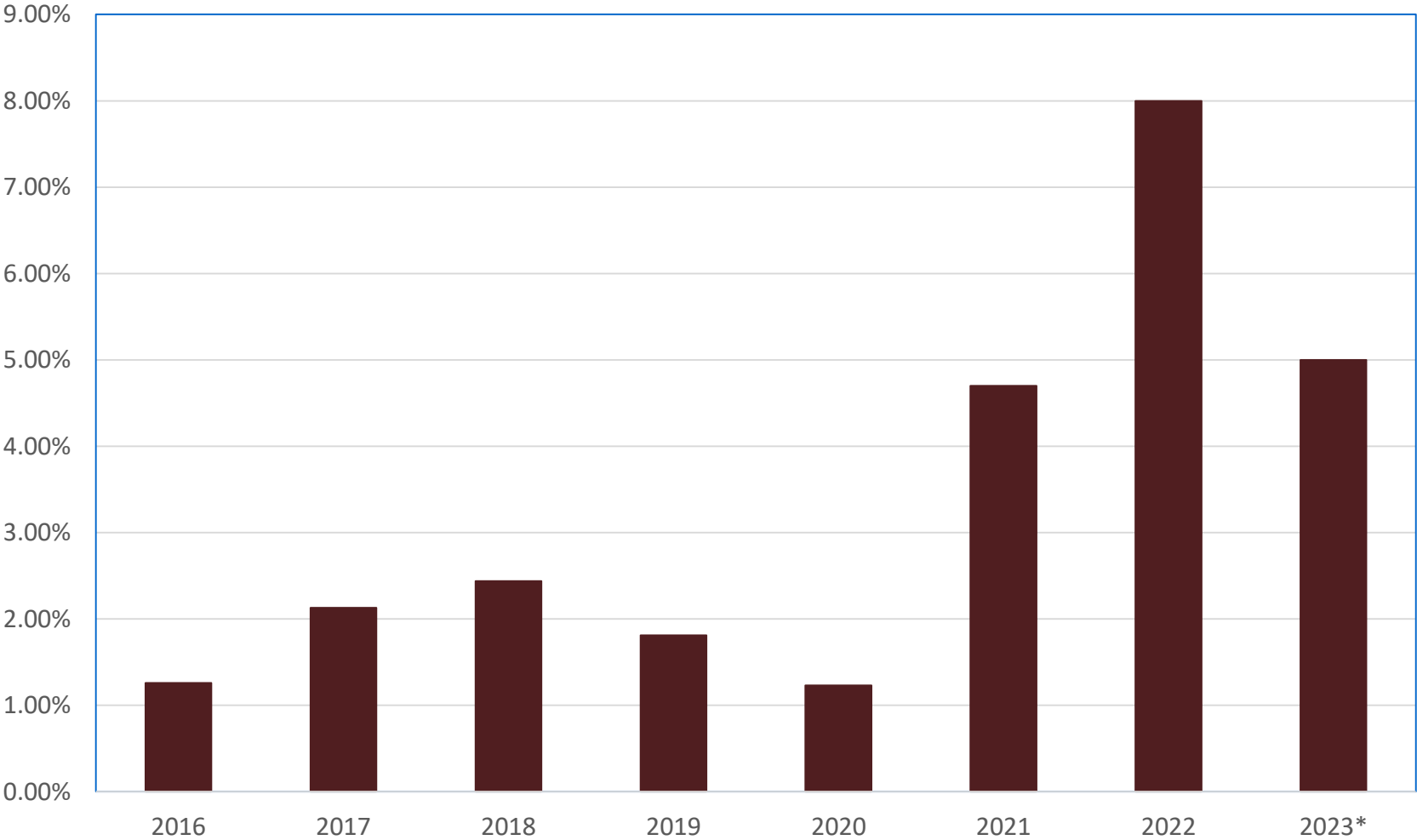


Property Tax Overview

- Senate Bill 2 – In effect since 2020
 - No New Revenue Rate (NNRR) – total tax rate that would generate the same tax revenue from previous year
 - Based on previous year tax base
 - Tax values increase – total tax rate to generate same revenue as last year goes down
 - Tax values decrease – total tax rate to generate same revenue as last year goes up
 - M&O No New Revenue Rate (M&O NNRR) – M&O tax rate that would generate the same tax revenue from previous year – General Fund
 - M&O tax rate has a 3.5% cap without voter approval
 - Previous cap was 8%
 - Above 3.5% tax increase requires voter approval

Consumer Price Index (CPI)

SB2 M&O
Cap of
3.5%

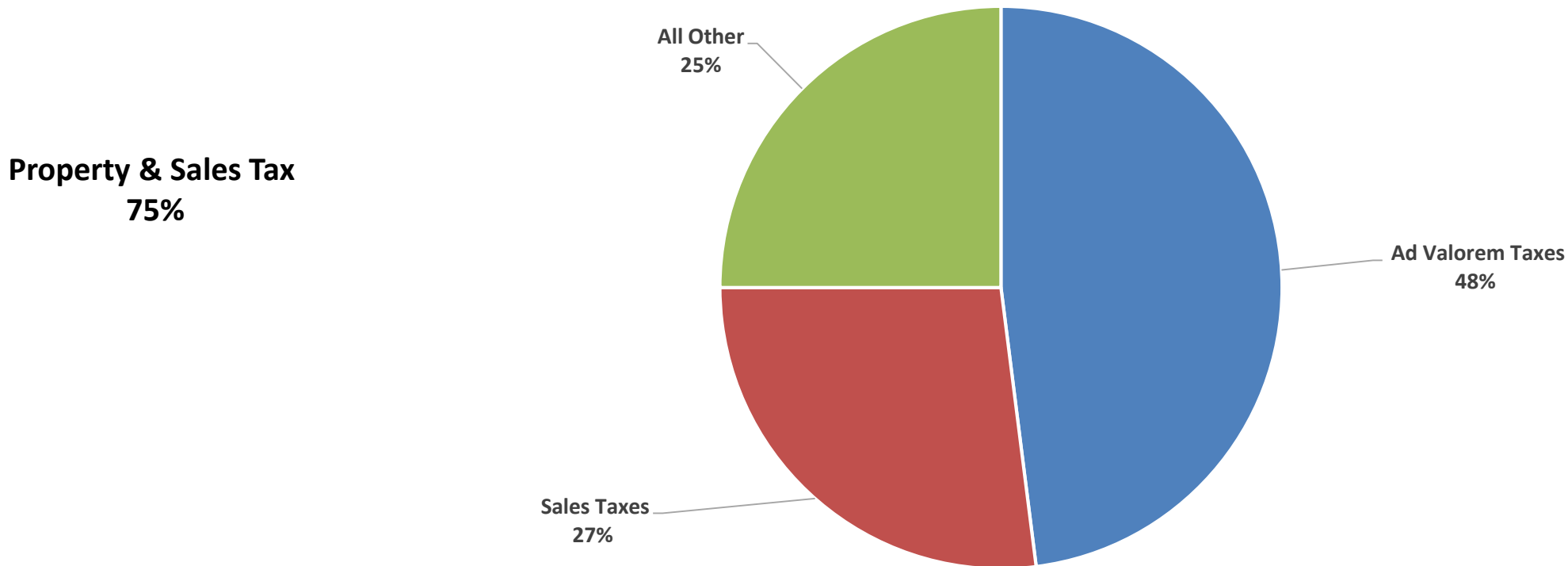


* Annualized

General Fund Overview

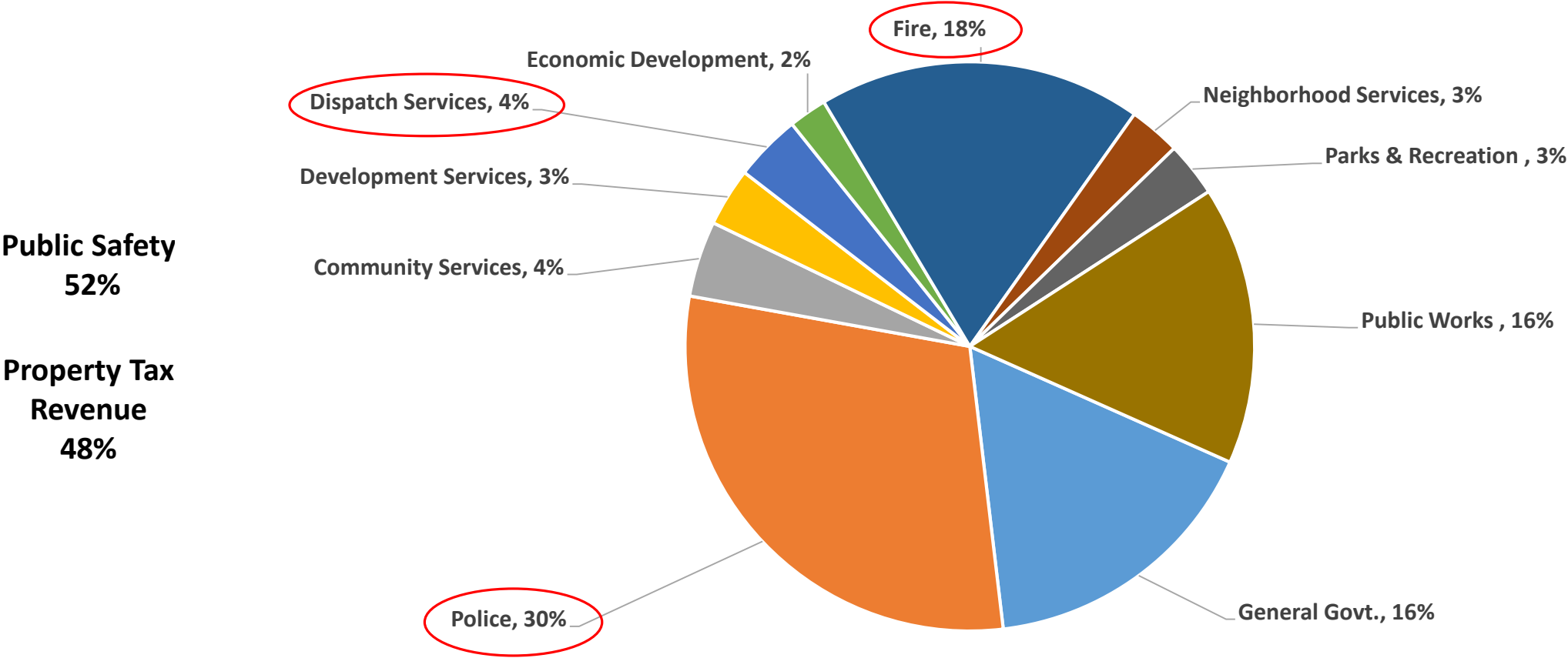
General Fund Revenue

FY 22-23 Adopted Budget- \$53,151,097



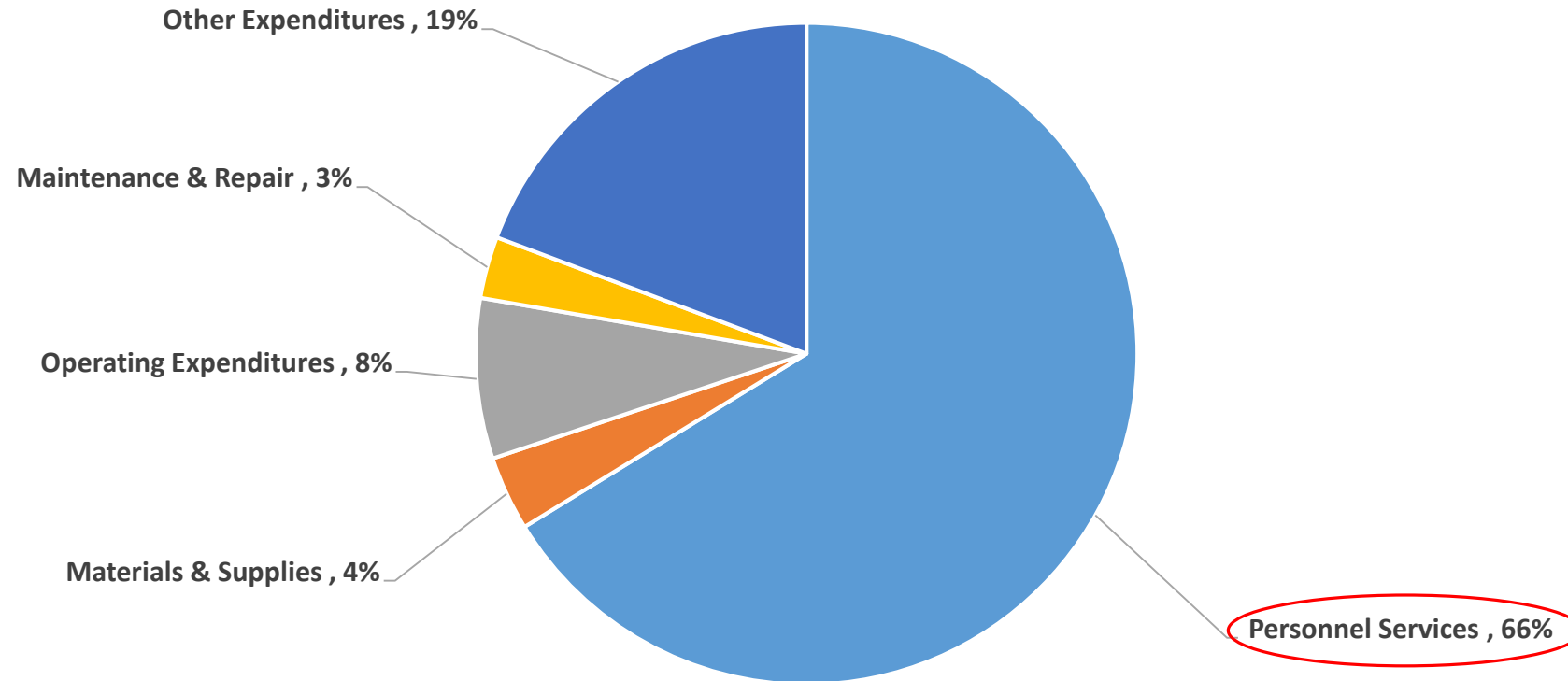
General Fund Expenditures by Function

FY 2022-23 Adopted Budget - \$55,328,010

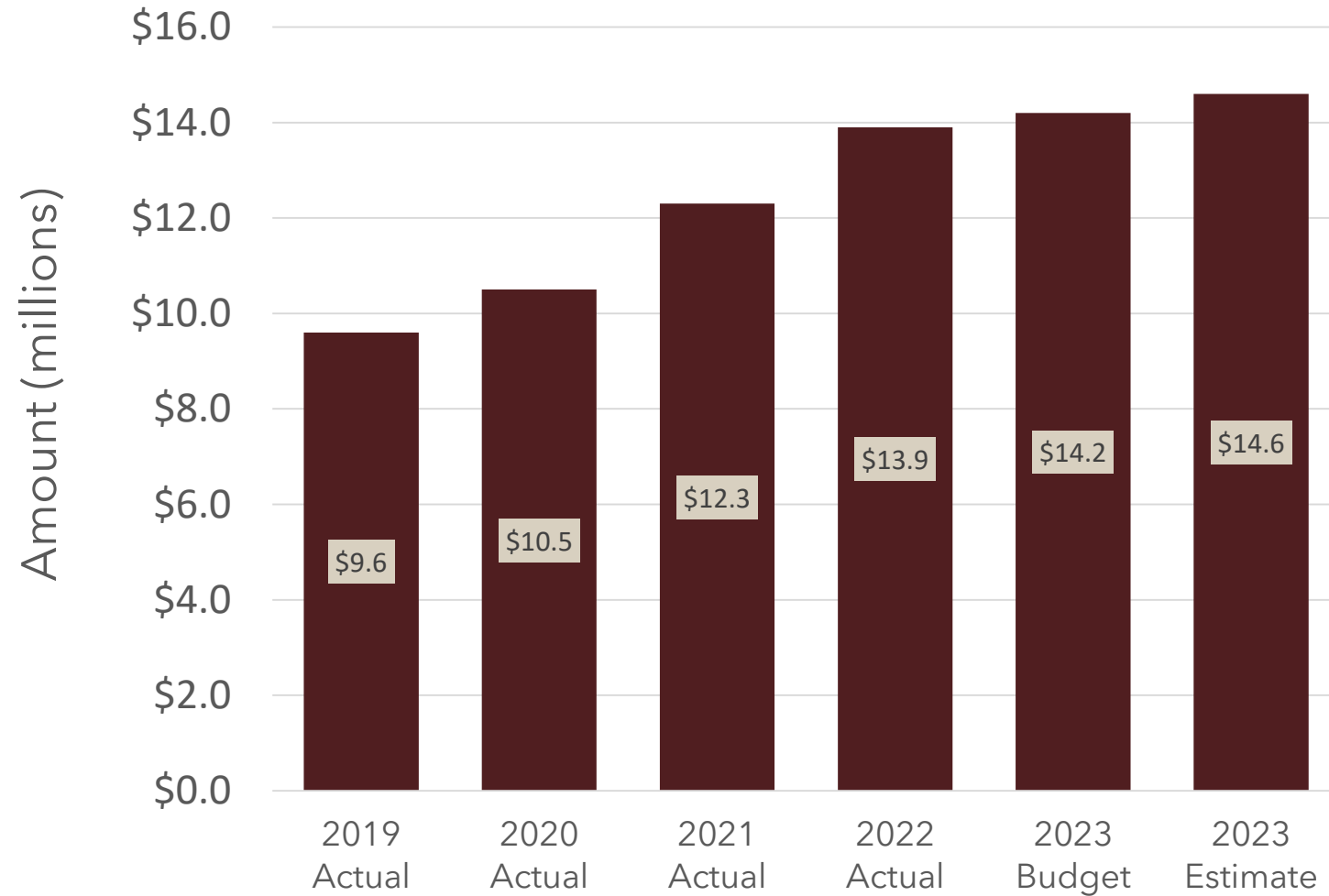


General Fund Expenditures by Category

FY 2022-23 Adopted Budget - \$55,328,010



General Fund Sales Tax 5 Year History



General Fund Focus Areas

- 3% increase in existing tax levy and 2% from new construction
 - Increase will generate more tax revenue than previous year for existing properties
- Increase Homestead exemption by an additional 1% for FY2025
 - 2% homestead exemption will be in effect in FY2024
 - Projected to cap at 5% in FY2027
- Frozen Tax Levy - Voters approved on November 8, 2005 Special Election
 - Over 65 or Disabled tax levy frozen
 - FY 2022 - \$3,638,866 revenue from frozen levy to General Fund
 - FY 2022 - Tax Frozen Levy loss \$1,599,642

General Fund Focus Areas

- Cash Funding of Projects – Up to \$8,000,000 for capital projects
 - Reduces interest cost of future capital projects – cash funding
 - Provides significant financial flexibility if unexpected economic conditions occur
- Public Safety Market Adjustment in November 2022 – \$1,085,000
 - 5 years annualized cost - \$5,876,710
 - Top quartile with other peer Cities

General Fund Adopted Financial Forecast

Updated with Fund Balance as of 9/30/2022

	FY 22-23 Estimate	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected
Beginning Fund Balance	\$ 21,936,298	\$ 19,759,384	\$ 18,891,408	\$ 17,830,702	\$ 16,511,621
Property Tax	\$ 24,609,241	\$ 25,832,513	\$ 27,116,733	\$ 28,464,942	\$ 29,880,332
Property Tax- Chisholm Summit	\$ -	\$ -	\$ 500,000	\$ 1,030,000	\$ 1,575,900
Homestead exemption	\$ -	\$ (175,000)	\$ (350,000)	\$ (525,000)	\$ (700,000)
Sales Tax	\$ 14,415,784	\$ 14,848,257	\$ 15,293,705	\$ 15,752,516	\$ 16,225,092
Other Revenue	\$ 14,126,072	\$ 15,863,614	\$ 16,568,374	\$ 17,289,438	\$ 18,046,513
Total Revenue	\$ 53,151,097	\$ 56,369,385	\$ 59,128,812	\$ 62,011,896	\$ 65,027,837
Base Expenses	\$ 52,828,011	\$ 54,237,361	\$ 58,189,518	\$ 60,830,977	\$ 62,882,471
Future Supplemental	\$ -	\$ 500,000	\$ 1,000,000	\$ 1,500,000	\$ 2,000,000
Cash Funding Projects	\$ 2,500,000	\$ 2,500,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Total Expenditures	\$ 55,328,011	\$ 57,237,361	\$ 60,189,518	\$ 63,330,977	\$ 65,882,471
Change in Fund Balance	\$ (2,176,914)	\$ (867,976)	\$ (1,060,706)	\$ (1,319,081)	\$ (854,634)
Ending Fund Balance	\$ 19,759,384	\$ 18,891,408	\$ 17,830,702	\$ 16,511,621	\$ 15,656,986
FB % of Expenditure	35.71%	33.01%	29.62%	26.07%	23.77%

Fund Balance Policy is minimum of 20%

Items to consider – Future Forecast

- Inflation likely to remain elevated
- ARPA reimbursement for Public Safety expenditures expires December 30, 2024
- Fire Station #4 - 15 Fire Fighters and Operating Cost in FY2028 - \$2,340,000
- Supplemental Packages \$500,000 annually- additional funding needed
- Potential revenue sources for GF
 - Payment in Lieu of Taxes (PILOT)
 - Amount charged to the Water & Waste Water System in Lieu of Property Taxes
 - Payment based on net book value of the system (book value less accumulated depreciation)
 - Updated to book value of the system – additional \$255,561 in revenues
 - Reimbursement from 4B for General Fund expenditures that are 4B eligible
 - \$500,000 annual reimbursement
 - Parks Maintenance Division – GF annual budget approximately \$1,600,000

Stress Test Scenarios

Scenario A

- Property Tax Rate:
 - Flat in FY 2024
 - 2.5% increase in FY 2025
 - 5% increase FY 2026
- Sales Tax
 - Flat in FY 2024
 - 1.5% increase in FY 2025
 - 3% increase in FY 2026

General Fund Financial Forecast- Scenario A

	FY 22-23 Estimate	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected
Beginning Fund Balance	\$ 21,936,298	\$ 19,748,987	\$ 20,347,921	\$ 19,034,142	\$ 17,865,737	\$ 17,561,182
Property Tax	\$ 24,609,241	\$ 24,609,241	\$ 25,224,472	\$ 26,485,696	\$ 27,809,980	\$ 29,200,479
Property Tax- Chisholm Summit	\$ -	\$ -	\$ 500,000	\$ 1,030,000	\$ 1,575,900	\$ 2,138,177
Homestead exemption	\$ -	\$ (175,000)	\$ (350,000)	\$ (525,000)	\$ (700,000)	\$ (700,000)
Sales Tax	\$ 14,405,387	\$ 14,405,387	\$ 14,621,468	\$ 15,060,112	\$ 15,511,915	\$ 15,977,273
Other Revenue	\$ 14,126,072	\$ 15,863,614	\$ 16,568,374	\$ 17,289,438	\$ 18,046,513	\$ 18,820,263
Total Revenue	\$ 53,140,700	\$ 54,703,242	\$ 56,564,314	\$ 59,340,246	\$ 62,244,309	\$ 65,436,192
Base Expenses	\$ 52,828,011	\$ 54,104,309	\$ 57,878,092	\$ 60,508,651	\$ 62,548,864	\$ 64,625,014
Future Supplemental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Funding Projects	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 55,328,011	\$ 54,104,309	\$ 57,878,092	\$ 60,508,651	\$ 62,548,864	\$ 66,965,014
Change in Fund Balance	\$ (2,187,311)	\$ 598,934	\$ (1,313,778)	\$ (1,168,405)	\$ (304,555)	\$ (1,528,823)
Ending Fund Balance	\$ 19,748,987	\$ 20,347,921	\$ 19,034,142	\$ 17,865,737	\$ 17,561,182	\$ 16,032,359
FB % of Expenditure	35.69%	37.61%	32.89%	29.53%	28.08%	23.94%

- Preserve fund balance
- Eliminate \$5,500,000 cash funding projects
- No Future Supplemental Packages
- 3.0% salary increases for FY2024, 3.5% for FY2025-2028

Scenario B

- Property Tax Rate:
 - Flat in FY 2024, FY 2025 and FY 2026
 - 2.5% increase in FY 2027
 - 5% increase FY 2028
- Sales Tax
 - Flat in FY 2024, FY 2025 and FY 2026
 - 1.5% increase in FY 2027
 - 3% increase in FY 2028

General Fund Financial Forecast- Scenario B

	FY 22-23 Estimate	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected
Beginning Fund Balance	\$ 21,936,298	\$ 19,748,987	\$ 21,146,233	\$ 20,841,758	\$ 19,521,491	\$ 18,376,869
Property Tax	\$ 24,609,241	\$ 24,609,241	\$ 24,609,241	\$ 24,609,241	\$ 25,224,472	\$ 26,485,696
Property Tax- Chisholm Summit	\$ -	\$ -	\$ 500,000	\$ 1,030,000	\$ 1,575,900	\$ 2,138,177
Homestead exemption	\$ -	\$ (175,000)	\$ (350,000)	\$ (525,000)	\$ (700,000)	\$ (700,000)
Sales Tax	\$ 14,405,387	\$ 14,405,387	\$ 14,405,387	\$ 14,405,387	\$ 14,621,468	\$ 15,060,112
Other Revenue	\$ 14,126,072	\$ 15,863,614	\$ 16,568,374	\$ 17,289,438	\$ 18,046,513	\$ 18,820,263
Total Revenue	\$ 53,140,700	\$ 54,703,242	\$ 55,733,002	\$ 56,809,066	\$ 58,768,353	\$ 61,804,247
Base Expenses	\$ 52,828,011	\$ 53,305,996	\$ 56,037,477	\$ 58,129,333	\$ 59,912,975	\$ 61,896,870
Future Supplemental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Funding Projects	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 55,328,011	\$ 53,305,996	\$ 56,037,477	\$ 58,129,333	\$ 59,912,975	\$ 64,236,870
Change in Fund Balance	\$ (2,187,311)	\$ 1,397,246	\$ (304,475)	\$ (1,320,267)	\$ (1,144,622)	\$ (2,432,622)
Ending Fund Balance	\$ 19,748,987	\$ 21,146,233	\$ 20,841,758	\$ 19,521,491	\$ 18,376,869	\$ 15,944,247
FB % of Expenditure	35.69%	39.67%	37.19%	33.58%	30.67%	24.82%

- Preserve fund balance
- Eliminate \$5,500,000 cash funding projects
- No Future Supplemental Packages
- No salary increase for FY2024, 2% for FY2025, 3% for FY2026, 3.5% FY2027 and FY2028

General Debt Service

Why Debt?

- Capital Projects are costly – millions of dollars
- No capacity for Maintenance & Operations (M&O) rate to cash fund City's capital improvement plan (CIP). Cash funding capital projects is limited
- Texas Legislature – Senate Bill 2, in effect in 2020, limits property tax revenue growth
 - GF has limited ability to cash fund projects due to SB2
- Cannot issue debt to cover operating costs.
- Capital Projects useful life 20 to 50 years
- Debt issued is paid up to a 20 year period, with ability to refinance at 10 years
- Inter-generational equity – pay over time - use of capital assets over time

Total Outstanding Bond Debt

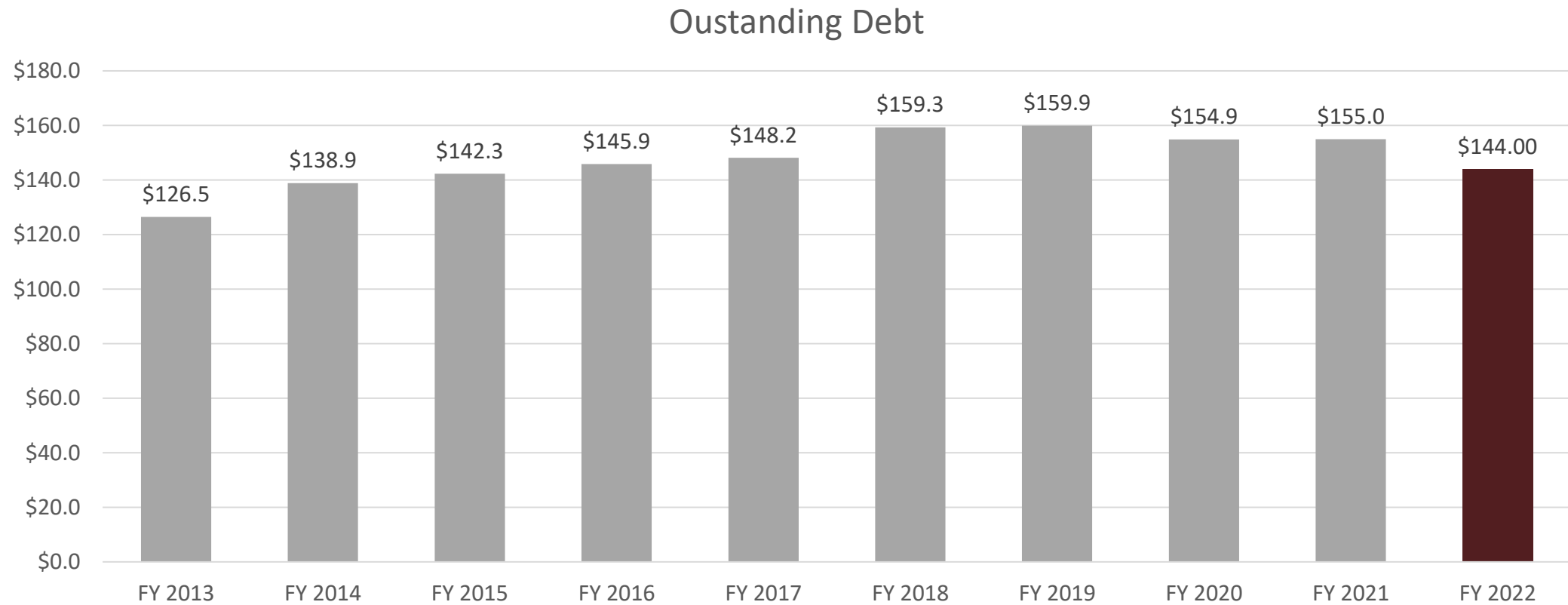
Focus will be on the tax supported Capital Projects

Supporting debt	Outstanding Principal 9/30/2022	Percent
Tax Supported Debt*	\$56,357,368	39%
Water & Sewer	\$55,495,000	39%
4A	\$10,374,490	7%
4B	\$12,845,000	9%
TIF	\$7,890,000	5%
Golf	\$1,093,142	1%
Total Outstanding Debt**	\$144,025,000	100%

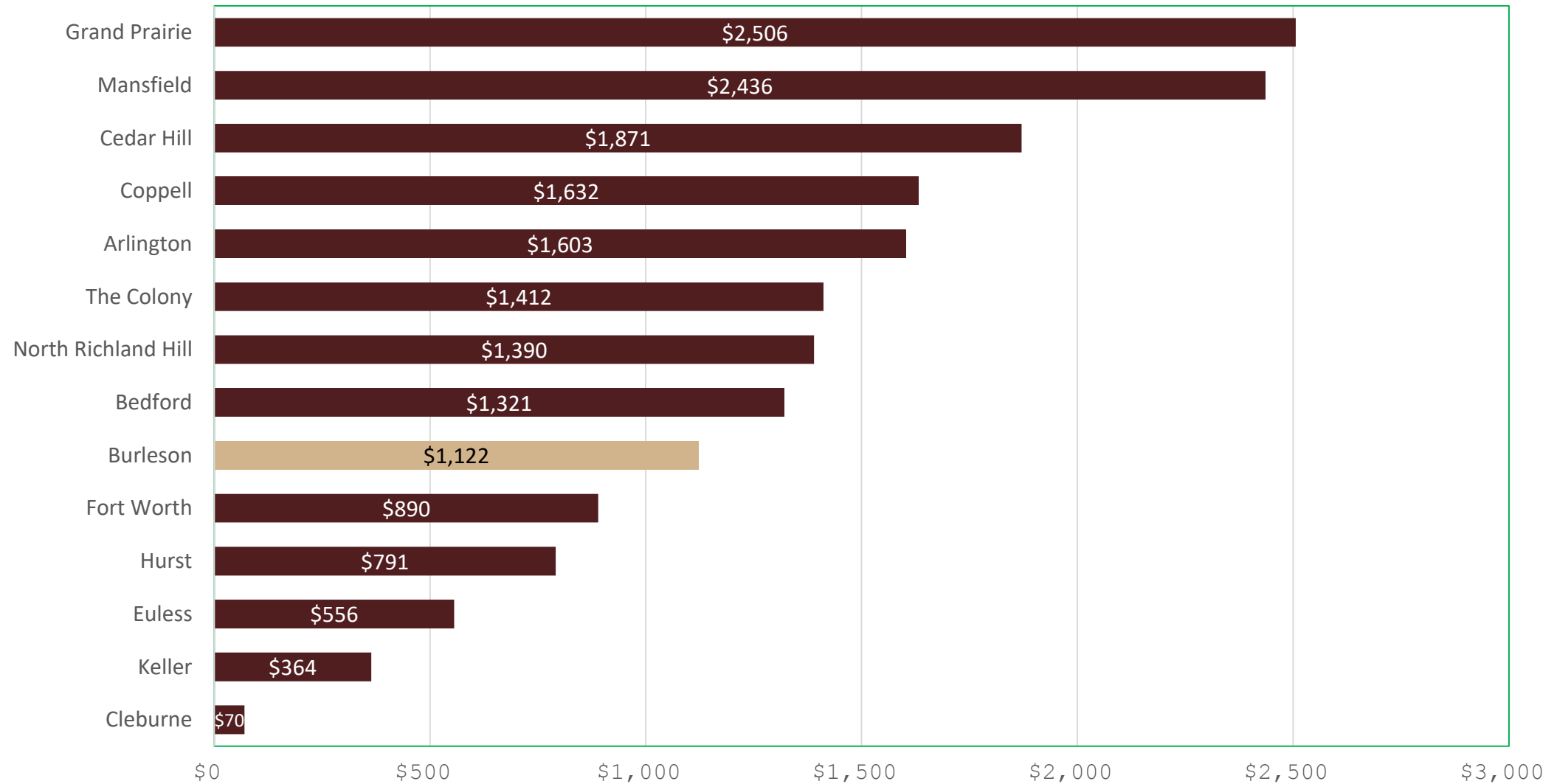
* Property Tax from debt rate

**All bond debt must be used to fund and support capital projects

Outstanding Debt – 10 Year History



City Comparison – Tax Supported Debt per Capita



General Government
5 year CIP Plan
FY2023- FY2027
(Original)

2022 GO Bond Program- \$86,005,000
Issued in 2022 (\$ 1,400,000)
Total- \$84,592,000

Project	2023	2024	2025	2026	2027	Total
GO Bond Projects						
SH174 TRAFFIC SIGNAL IMPROVEMENTS	\$ 1,861,123					\$ 1,861,123
LAKEWOOD LEFT TURN LANES	\$ 85,000					\$ 85,000
NEIGHBORHOOD STREET REBUILDS	\$ 825,833	\$ 750,000	\$ 750,000	\$ 750,000		\$ 3,075,833
ALSBURY BOULEVARD - HULEN STREET TO CR 1020 (Ph.2)		\$ 6,434,496				\$ 6,434,496
SIDEWALK PROGRAM	\$ 446,946	\$ 200,000	\$ 200,000	\$ 200,000	\$ 170,000	\$ 1,216,946
POLICE EXPANSION	\$ 3,600,000	\$ 16,407,500	\$ 16,409,500			\$ 36,417,000
CR 1020 (ALSBURY) WIDENING (DESIGN) (Ph.3)	\$ 2,500,000					\$ 2,500,000
HULEN INTERSECTION/ROAD EXPANSION			\$ 2,000,000	\$ 7,504,680		\$ 9,504,680
SH174 WIDENING (SCHEMATIC AND ENVIRONMENTAL)		\$ 430,000		\$ 1,900,000		\$ 2,330,000
ELK DR, HILLSIDE DR, & FM 731 - INTERSECTION & SIDEWALK IMPROVEMENTS			\$ 200,000	\$ 836,509		\$ 1,036,509
FIRE STATION				\$ 2,500,000	\$ 13,443,000	\$ 15,943,000
FM 1902 AND CR 910 PEDESTRIAN MOBILITY				\$ 300,000	\$ 1,189,901	\$ 1,489,901
E RENFRO (FM3391) WIDENING PS&E					\$ 2,697,512	\$ 2,697,512
Total GO Bond Projects	\$ 9,318,902	\$ 24,221,996	\$ 19,559,500	\$ 13,991,189	\$ 17,500,413	\$ 84,592,000
Additional Project						
FIRE STATION 1	\$ 300,000	\$ 1,700,000				\$ 2,000,000
CITY HALL RENOVATION	\$ 1,500,000					\$ 1,500,000
ALSBURY PH. 1 WIDENING - CANDLER TO HULEN (Ph. 1B)_	\$ 323,545	\$ 3,500,000				\$ 3,823,545
RENFRO ST & JOHNSON AVENUE PEDESTRIAN IMPROVEMENTS	\$ 192,497					\$ 192,497
CR 1020 (ALSBURY) WIDENING (DESIGN) (Ph.3)		\$ 1,833,091				\$ 1,833,091
HULEN INTERSECTION/ROAD EXPANSION				\$ 3,630,029		\$ 3,630,029
VILLAGE CREEK PARKWAY EXPANSION (Tarrant Co. Bond 50% Match)					\$ 3,501,839	\$ 3,501,839
WICKER HILL AND GREENRIDGE RECONSTRUCTION			\$ 949,045	\$ 4,040,465		\$ 4,989,510
HIDDEN VISTAS EXTENSION					\$ 1,575,349	\$ 1,575,349
ADDITIONAL PAVEMENT			\$ 808,198			\$ 808,198
Total Additional Projects	\$ 2,316,042	\$ 7,033,091	\$ 1,757,243	\$ 7,670,494	\$ 5,077,188	\$ 23,854,058
Total	\$ 11,634,944	\$ 31,255,087	\$ 21,316,743	\$ 21,661,683	\$ 22,577,601	\$ 108,446,058
GO BOND TOTAL	\$ 9,318,902	\$ 24,221,996	\$ 19,559,500	\$ 13,991,189	\$ 17,500,413	\$ 84,592,000
CO TOTAL	\$ 381,674	\$ 5,200,000		\$ 6,824,326		\$ 12,406,000
CASH	\$ 1,500,000	\$ 1,833,091	\$ 808,198	\$ 846,168	\$ 3,012,543	\$ 8,000,000
OTHER	\$ 434,368		\$ 949,045		\$ 2,064,645	\$ 3,448,058
Total	\$ 11,634,944	\$ 31,255,087	\$ 21,316,743	\$ 21,661,683	\$ 22,577,601	\$ 108,446,058

General Government
5 year CIP Plan
FY2023- FY2027
(Removals)

Project	2023	2024	2025	2026	2027	Total
GO Bond Projects						
SH174 TRAFFIC SIGNAL IMPROVEMENTS	\$ 1,861,123					\$ 1,861,123
LAKEWOOD LEFT TURN LANES	\$ 85,000					
NEIGHBORHOOD STREET REBUILDS	\$ 825,833	\$ 750,000	\$ 750,000	\$ 750,000		\$ 3,075,833
ALSBURY BOULEVARD - HULEN STREET TO CR 1020 (Ph.2)		\$ 6,434,496				\$ 6,434,496
SIDEWALK PROGRAM	\$ 446,946	\$ 200,000	\$ 200,000	\$ 200,000	\$ 170,000	\$ 1,216,946
POLICE EXPANSION	\$ 3,600,000	\$ 16,407,500	\$ 16,409,500			\$ 36,417,000
CR 1020 (ALSBURY) WIDENING (DESIGN) (Ph.3)	\$ 2,500,000					\$ 2,500,000
HULEN INTERSECTION/ROAD EXPANSION			\$ 2,000,000	\$ 7,504,680		\$ 9,504,680
SH174 WIDENING (SCHEMATIC AND ENVIRONMENTAL)		\$ 430,000		\$ 1,900,000		\$ 2,330,000
ELK DR, HILLSIDE DR, & FM 731 - INTERSECTION & SIDEWALK IMPROVEMENTS			\$ 200,000	\$ 836,509		\$ 1,036,509
FIRE STATION				\$ 2,500,000	\$ 13,443,000	\$ 15,943,000
FM 1902 AND CR 910 PEDESTRIAN MOBILITY				\$ 300,000	\$ 1,189,901	\$ 1,489,901
E RENFRO (FM3391) WIDENING PS&E					\$ 2,697,512	\$ -
Total GO Bond Projects	\$ 9,233,902	\$ 24,221,996	\$ 19,559,500	\$ 13,991,189	\$ 14,802,901	\$ 81,809,488
Additional Project						
FIRE STATION 1	\$ 300,000	\$ 1,700,000				\$ 2,000,000
CITY HALL RENOVATION	\$ 1,500,000					\$ 1,500,000
ALSBURY PH. 1 WIDENING - CANDLER TO HULEN (Ph. 1B)_	\$ 323,545	\$ 3,500,000				\$ 3,823,545
RENFRO ST & JOHNSON AVENUE PEDESTRIAN IMPROVEMENTS	\$ 192,497					\$ 192,497
CR 1020 (ALSBURY) WIDENING (DESIGN) (Ph.3)		\$ 1,833,091				\$ 1,833,091
HULEN INTERSECTION/ROAD EXPANSION				\$ 3,630,029		\$ 3,630,029
VILLAGE CREEK PARKWAY EXPANSION (Tarrant Co. Bond 50% Match)					\$ 3,501,839	\$ 3,501,839
WICKER HILL AND GREENRIDGE RECONSTRUCTION			\$ 949,045	\$ 4,040,465		\$ 4,989,510
HIDDEN VISTAS EXTENSION					\$ 1,575,349	\$ 1,575,349
ADDITIONAL PAVEMENT			\$ 808,198			\$ 808,198
Total Additional Proejcts	\$ 2,316,042	\$ 7,033,091	\$ 1,757,243	\$ 7,670,494	\$ 5,077,188	\$ 23,854,058
Total	\$ 11,549,944	\$ 31,255,087	\$ 21,316,743	\$ 21,661,683	\$ 10,154,376	\$ 105,663,546
GO BOND TOTAL	\$ 9,233,902	\$ 24,221,996	\$ 19,559,500	\$ 13,991,189	\$ 14,802,901	\$ 81,809,488
CO TOTAL	\$ 381,674	\$ 5,200,000		\$ 6,824,326		\$ 12,406,000
CASH	\$ 1,500,000	\$ 1,833,091	\$ 808,198	\$ 846,168	\$ 3,012,543	\$ 8,000,000
OTHER	\$ 434,368		\$ 949,045		\$ 2,064,645	\$ 3,448,058
Total	\$ 11,549,944	\$ 31,255,087	\$ 21,316,743	\$ 21,661,683	\$ 19,880,089	\$ 105,663,546

General Government
5 year CIP Plan
FY2023- FY2027
(Updated)

Project	2023	2024	2025	2026	2027	2028	Total
GO Bond Projects							
SH174 TRAFFIC SIGNAL IMPROVEMENTS	\$ 1,861,123						\$ 1,861,123
LAKEWOOD LEFT TURN LANES							\$ -
NEIGHBORHOOD STREET REBUILDS	\$ 825,833	\$ 750,000	\$ 750,000	\$ 750,000			\$ 3,075,833
ALSBURY BOULEVARD - HULEN STREET TO CR 1020 (Ph.2)		\$ 6,434,496					\$ 6,434,496
SIDEWALK PROGRAM		\$ 1,216,946					\$ 1,216,946
POLICE EXPANSION	\$ 3,600,000	\$ 2,800,000	\$ 13,607,500	\$ 16,409,500			\$ 36,417,000
CR 1020 (ALSBURY) WIDENING (DESIGN) (Ph.3)	\$ 2,500,000						\$ 2,500,000
HULEN INTERSECTION/ROAD EXPANSION	\$ 2,000,000	\$ 7,504,680					\$ 9,504,680
SH174 WIDENING (SCHEMATIC AND ENVIRONMENTAL)	\$ 500,000	\$ 430,000		\$ 1,400,000			\$ 2,330,000
ELK DR, HILLSIDE DR, & FM 731 - INTERSECTION & SIDEWALK IMPROVEMENTS		\$ 1,036,509					\$ 1,036,509
FIRE STATION					\$ 2,500,000	\$ 13,443,000	\$ 15,943,000
FM 1902 AND CR 910 PEDESTRIAN MOBILITY				\$ 300,000	\$ 1,189,901		\$ 1,489,901
Total GO Bond Projects	\$ 11,286,956	\$ 20,172,631	\$ 14,357,500	\$ 18,859,500	\$ 3,689,901	\$ 13,443,000	\$ 81,809,488
Additional Project							
FIRE STATION 1	\$ 300,000	\$ 1,700,000					\$ 2,000,000
CITY HALL RENOVATION		\$ 1,500,000					\$ 1,500,000
ALSBURY PH. 1 WIDENING - CANDLER TO HULEN (Ph. 1B)_	\$ 323,545	\$ 3,500,000					\$ 3,823,545
RENFRO ST & JOHNSON AVENUE PEDESTRIAN IMPROVEMENTS	\$ 192,497						\$ 192,497
CR 1020 (ALSBURY) WIDENING (DESIGN) (Ph.3)			\$ 1,833,091				\$ 1,833,091
HULEN INTERSECTION/ROAD EXPANSION			\$ 3,630,029				\$ 3,630,029
VILLAGE CREEK PARKWAY EXPANSION (Tarrant Co. Bond 50% Match)		\$ 2,064,645	\$ 1,437,194				\$ 3,501,839
WICKER HILL AND GREENRIDGE RECONSTRUCTION			\$ 949,045	\$ 4,040,465			\$ 4,989,510
HIDDEN VISTAS EXTENSION					\$ 1,575,349		\$ 1,575,349
ADDITIONAL PAVEMENT					\$ 808,198		\$ 808,198
Total Additional Project	\$ 816,042	\$ 8,764,645	\$ 7,849,359	\$ 4,040,465	\$ 2,383,547	\$ -	\$ 23,854,058
Total	\$ 12,102,998	\$ 28,937,276	\$ 22,206,859	\$ 22,899,965	\$ 6,073,448	\$ 13,443,000	\$ 105,663,546
GO BOND TOTAL	\$ 11,286,956	\$ 20,172,631	\$ 14,357,500	\$ 18,859,500	\$ 3,689,901	\$ 13,443,000	\$ 81,809,488
CO TOTAL	\$ 381,674	\$ 5,200,000	\$ 4,463,120	\$ 2,361,206		\$ -	\$ 12,406,000
CASH	\$ -	\$ 1,500,000	\$ 2,437,194	\$ 1,679,259	\$ 2,383,547		\$ 8,000,000
OTHER	\$ 434,368	\$ 2,064,645	\$ 949,045				\$ 3,448,058
Total	\$ 12,102,998	\$ 28,937,276	\$ 22,206,859	\$ 22,899,965	\$ 6,073,448	\$ 13,443,000	\$ 105,663,546

General Government
5 year CIP Plan
FY2023- FY2028
(Revised)

Project	2023	2024	2025	2026	2027	2028	Total
GO Bond Projects							
SH174 TRAFFIC SIGNAL IMPROVEMENTS	\$ 1,861,123						\$ 1,861,123
LAKEWOOD LEFT TURN LANES							\$ -
NEIGHBORHOOD STREET REBUILDS	\$ 825,833	\$ 750,000	\$ 750,000	\$ 750,000			\$ 3,075,833
ALSBURY BOULEVARD - HULEN STREET TO CR 1020 (Ph.2)		\$ 6,434,496					\$ 6,434,496
SIDEWALK PROGRAM		\$ 1,216,946					\$ 1,216,946
POLICE EXPANSION	\$ 3,600,000	\$ 2,800,000	\$ 13,607,500	\$ 16,409,500			\$ 36,417,000
CR 1020 (ALSBURY) WIDENING (DESIGN) (Ph.3)	\$ 2,500,000						\$ 2,500,000
HULEN INTERSECTION/ROAD EXPANSION		\$ 2,000,000	\$ 7,504,680				\$ 9,504,680
SH174 WIDENING (SCHEMATIC AND ENVIRONMENTAL)	\$ 500,000	\$ 430,000		\$ 1,400,000			\$ 2,330,000
ELK DR, HILLSIDE DR, & FM 731 - INTERSECTION & SIDEWALK IMPROVEMENTS		\$ 1,036,509					\$ 1,036,509
FIRE STATION					\$ 2,500,000	\$ 13,443,000	\$ 15,943,000
FM 1902 AND CR 910 PEDESTRIAN MOBILITY				\$ 300,000	\$ 1,189,901		\$ 1,489,901
Total GO Bond Projects	\$ 9,286,956	\$ 14,667,951	\$ 21,862,180	\$ 18,859,500	\$ 3,689,901	\$ 13,443,000	\$ 81,809,488
Additional Project							
FIRE STATION 1	\$ 300,000	\$ 3,533,235					\$ 3,833,235
SH174 TRAFFIC SIGNAL IMPROVEMENTS		\$ 1,500,000					\$ 1,500,000
ALSBURY BOULEVARD - HULEN STREET TO CR 1020 (Ph.2)		\$ 1,000,000					\$ 1,000,000
CITY HALL RENOVATION		\$ 2,500,000					\$ 2,500,000
ALSBURY PH. 1 WIDENING - CANDLER TO HULEN (Ph. 1B)_	\$ 323,545	\$ 3,500,000					\$ 3,823,545
RENFRO ST & JOHNSON AVENUE PEDESTRIAN IMPROVEMENTS	\$ 192,497						\$ 192,497
CR 1020 (ALSBURY) WIDENING (DESIGN) (Ph.3)			\$ 1,833,091				\$ 1,833,091
HULEN INTERSECTION/ROAD EXPANSION			\$ 4,630,029				\$ 4,630,029
VILLAGE CREEK PARKWAY EXPANSION (Tarrant Co. Bond 50% Match)		\$ 2,064,645	\$ 1,437,194				\$ 3,501,839
WICKER HILL AND GREENRIDGE RECONSTRUCTION			\$ 949,045	\$ 4,040,465			\$ 4,989,510
HIDDEN VISTAS EXTENSION					\$ 1,575,349		\$ 1,575,349
ADDITIONAL PAVEMENT					\$ 808,198		\$ 808,198
Total Additional Projects	\$ 816,042	\$ 14,097,880	\$ 8,849,359	\$ 4,040,465	\$ 2,383,547	\$ -	\$ 30,187,293
Total	\$ 10,102,998	\$ 28,765,831	\$ 30,711,539	\$ 22,899,965	\$ 6,073,448	\$ 13,443,000	\$ 111,996,781
GO BOND TOTAL	\$ 9,286,956	\$ 14,667,951	\$ 21,862,180	\$ 18,859,500	\$ 3,689,901	\$ 13,443,000	\$ 81,809,488
CO TOTAL	\$ 381,674	\$ 9,533,235	\$ 6,463,120	\$ 2,361,206	\$ -	\$ -	\$ 18,739,235
CASH	\$ -	\$ 2,500,000	\$ 1,437,194	\$ 1,679,259	\$ 2,383,547		\$ 8,000,000
OTHER	\$ 434,368	\$ 2,064,645	\$ 949,045				\$ 3,448,058
Total	\$ 10,102,998	\$ 28,765,831	\$ 30,711,539	\$ 22,899,965	\$ 6,073,448	\$ 13,443,000	\$ 111,996,781

CIP and Debt Recap

	FY 2023-2027	FY2023-2028	
Bond Type	Original	Revised	Net Change
GO	\$84,592,000	\$81,809,488	(2,782,512)
CO	\$12,406,000	\$18,739,235	6,333,235
Total	\$96,998,000	\$100,548,723	3,550,723

- Revised 2023-2028 CIP net increase of \$3,550,723 – debt funded
- Additional Debt Capacity FY2024 – FY2028 projected at \$8,900,000
 - Reduce the debt rate
 - Additional projects
 - Preserve remaining \$5,500,000 in General Fund for cash funding projects and issue COs
 - Combination of these options

Additional Capital Projects

- CAD Back-up at Former Emergency Operations Center
- Neighborhood Street Rebuild
- Sidewalk Program
- Drainage/Bridge Improvements
- Hulen Bridge Design

Stress Test Scenarios

Stress Test Impact on Debt Service Fund

- Scenario A
 - Property Tax Rate:
 - Flat in FY 2024
 - 2.5% increase in FY 2025
 - 5% increase FY 2026
 - Impact
 - Continue to fund GO Bond Program - Revised
 - Available CO debt capacity- Projected to be \$10.4 million
 - \$2 million in 2024, 2025, 2026 and 2027 for a total of \$8 million
 - \$2.4 million in 2028

Stress Test Impact on Debt Service Fund

- Scenario B
 - Property Tax Rate:
 - Flat in FY 2024, FY 2025 and FY 2026
 - 2.5% increase in FY 2027
 - 5% increase FY 2028
 - Impact
 - Continue to fund GO Bond Program - Revised
 - No capacity to issue COs (FY2024 – FY2029)

FY 2023 Debt Issue

- 5 year CIP Plan – Debt Issuance FY2023
- Reimbursement Resolution – Approved in October 3, 2022
- Certificate of Obligation Notice of Intent Resolution – June 19, 2023
- Approve Ordinances authorizing bond sale – August 21, 2023
 - Tax supported Debt
 - Self Supported Debt Certificate of Obligations

Council Considerations

- Is Council comfortable with increasing the base tax levy for existing properties by 3%?
 - Stay within the SB2 requirement of 3.5% of NNRR, but not exceed the Voter Approval Rate which is in excess of 3.5%
- Does Council want to consider focusing on lowering the tax rate further?
- Is the plan to cash fund capital projects appropriate?
 - Should focus be on preserving fund balance?
- Lower debt rate or pursue additional capital projects?
- Is Council comfortable with other revenues sources such as additional PILOT and 4B reimbursement of eligible expenses
- Is Council comfortable with the current fund balance policy of 20% minimum?
- Other considerations Council may have?

QUESTIONS/COMMENTS

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: June 5, 2023

SUBJECT:

Consider approval of the minutes from the May 15, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).

SUMMARY:

The City Council duly and legally met on May 15, 2023 for a regular council meeting.

OPTIONS:

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

RECOMMENDATION:

Approve.

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

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

BURLESON CITY COUNCIL REGULAR MEETING

May 15, 2023

DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Rick Green

Chris Fletcher
Tamara Payne
Dan McClendon
Ronnie Johnson

COUNCIL ABSENT:

Jimmy Stanford

Staff present

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

1. CALL TO ORDER – 5:31 p.m.

Invocation – Bob Massey, Pastor Emeritus Grace Bible Fellowship/Secretary and Treasurer, Burleson Christian Ministerial Alliance.

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. CSO#5102-05-2023, resolution canvassing the May 6, 2023 General Election. (Staff Presenter: Amanda Campos, City Secretary)

Amanda Campos, City Secretary, presented the May 6, 2023 election tabulation results to the city council.

Motion made by Tamara Payne and seconded by Rick Green to accept the tabulation results as presented.

Motion passed 6-0, with Jimmy Stanford absent.

Amanda Campos, City Secretary, presented a resolution canvassing the returns of the May 6, 2023 General Election to the city council.

Motion made by Dan McClendon and seconded by Tamara Payne to approve.

Motion passed 6-0, with Jimmy Stanford absent.

**Administer Oath of Office to Chris Fletcher, Phil Anderson and Larry Scott.
(Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, administered the oath of office to the newly elected officials:

- Chris Fletcher Mayor
- Phil Anderson Council, Place 2
- Larry Scott Council, Place 4

Presentation for Councilmember Place 2 Rick Green, Councilmember Place 4 Tamara Payne, and Councilmember Place 6 Ronnie Johnson. (Amanda Campos, City Secretary)

Amanda Campos, City Secretary, presented each of the outgoing council members a gift of appreciation for their service.

- Rick Green Council, Place 2
- Tamara Payne Council, Place 4
- Ronnie Johnson Council, Place 6

Exchanging of seats with the newly elected officials who took their place at the dais.

ROLL CALL

COUNCIL PRESENT:

Phil Anderson

Chris Fletcher

Larry Scott

Dan McClendon

COUNCIL ABSENT:

Victoria Johnson

Jimmy Stanford

Adam Russell

2. PUBLIC PRESENTATIONS

A. Proclamations

- A Proclamation recognizing May 21-May 27, 2023 as "National Public Works Week" in the City of Burleson. *(Recipient: Eric Oscarson, Director of Public Works)*

B. Presentations

- Burleson Professional Firefighters Association presentation of donation to Burleson Center for ASD.

C. Community Interest Items

- Thank you for your service, City Manager Bryan Langley.
- Congratulations to Tommy Ludwig, Deputy City Manager who will serve as interim City Manager.
- Thank you for your service to all the outgoing council members.

- Welcome to the newly elected officials.

3. **REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion, and give staff direction on a new enhancement for CPR response with automated external defibrillator (AED) deployed in police vehicles. (Staff Contact: K.T. Freeman, Fire Chief)**

K.T. Freeman, Fire Chief, reported on a new enhancement for CPR response to the city council.

4. **CHANGES TO POSTED AGENDA**

- A. Items to be continued or withdrawn**

- None.

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

- None.

5. **CITIZEN APPEARANCES**

- Bill Janusch, 117 NE Clinton Street, came forward with concerns that the recently approved bond money would be used for an emergency project and not what was told to the voters.
- Susan Cato, 820 Cedar Ridge lane, came forward with concerns on election comments on social media.

6. **CONSENT AGENDA**

- A. Minutes from the April 27, 2023 special council meeting and May 1, 2023 regular council meeting. (Staff contact: Amanda Campos, City Secretary).**

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

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

- B. CSO#5103-05-2023, minute order excusing councilmember place 3 Jimmy Stanford's absence from absence. the May 15, 2023 regular council meeting. (Staff Contact: Amanda Campos, City Secretary)**

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

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

- C. CSO#5104-05-2023, ordinance appointing an Associate Court Judge of the Municipal Court of Record, City of Burleson for a term of two years, expiring on May 15, 2025. (Final Reading). (Staff contact: Amanda Campos, City Secretary)**

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

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

- D. CSO#5105-05-2023, service contract with Reliable Paving, Inc. through Inter-local Purchasing Agreement with Tarrant County for Concrete Repair Services in the amount of \$225,000. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)**

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

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

- E. CSO#5106-05-2023, resolution authorizing an agreement between the Texas Department of Transportation and the City of Burleson for contributions of right-of-way funds for FM 917 road and bridge improvements not to exceed \$106,900. (Staff Presenter: Eric Oscarson, Director of Public Works)**

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

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

- F. CSO#5107-05-2023, minute order appointing newly elected City Council members to council appointed positions on boards and committees. (Staff Contact: Amanda Campos, City Secretary)**

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

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

- G. CSO#5108-05-2023, minute order for the purchase and replacement of uniforms, duty gear, tactical clothing and gear, and body armor, with M-Pak through a cooperative purchase agreement with General Service Administration in an amount not to exceed \$75,000.00. (Staff Presenter: Tim Mabry, Lieutenant)**

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

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

7. GENERAL

- A. Hold a public hearing and consider approval of an ordinance amending the Reinvestment Zone Number Two, City of Burleson, Texas, Project and Financing Plan by adopting as new district projects the Pedestrian Improvements Project for sidewalk and mobility improvements along Renfro St and Johnson Ave and the Parking Improvements Project for additional public parking. (First Reading) (Staff Presenter: Martin Avila, Finance Director)**

Martin Avila, Finance Director, presented items 7A and 7B together to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:37 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:37 p.m.**

Motion made by Dan McClendon and seconded by Phil Anderson to approve.

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

- B. CSO#5109-05-2023, ordinance amending the City's budget for fiscal year 2022-2023 by increasing the appropriations in the TIF2 Fund in the amount of \$874,393 for the Renfro Street and Johnson Ave Pedestrian Improvements, purchase of a real estate tract for a future parking lot, and the FY23 debt service payment for the 2022 CO bonds, 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*)**

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

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

- C. CSO#5110-05-2023, resolution authorizing a contract for the acquisition of approximately .264 acres of real property in Burleson, Johnson County, Texas and authorizing the expenditure of funds. (Staff Presenter: *Alex Philips, Economic Development Director*)**

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

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

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

- D. CSO#5111-05-2023, construction contract with Texas Materials Group, Inc., dba Texas Bit for the Neighborhood Street Rebuilds FY22 project in the amount of \$1,775,979.91. (Staff Presenter: *Erick Thompson, Deputy Director of Public Works - Engineering*)**

Erick Thompson, Deputy Director of Public Works-Engineering, presented a contract to the city council.

Bill Janusch 117 NE Clinton Street, came forward with comments and questions on road construction quality.

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

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

- E. Discuss and consider taking possible action supporting or opposing filed legislation that would positively or negatively affect the City of Burleson in the 88th Texas Legislative Session. (Staff Presenter: *Matt Ribitzki, Deputy City Attorney*)**

Matt Ribitzki, Deputy City Attorney, gave an update on the 88th Texas Legislative session to the city council.

Mike Jones, President of the Fire Fighter Association, came forward asking Council to support H.B. 471 and H.B. 2468.

Genelle Martin, 1350 SW Asbury, came forward with concerns with H.B. 2455.

Council requested staff to write letters of support for public safety house bills (H.B. 2468, 718, 471, and 2455).

8. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Commendation for former Mayor Ken Shetter and Pam Beam in their efforts to bring Hill College to Burleson.

9. 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, Texas Government Code**
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
 - 5500 Vantage Drive, Burleson, Johnson County, Texas
 - Discuss and receive direction on a certain parcel of real property in the district boundary of Tax Increment Reinvestment Zone Number Two, City of Burleson, Johnson County, Texas for municipal purposes 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, Texas Government Code**
- D. Personnel matters pursuant to Section 551.074, Texas Government Code**
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076, Texas Government Code**
- F. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**
 - Project Workforce
 - Project Farmer's Mind
- G. Pursuant to Sec. 418.183(f), Texas Government Code, deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

Motion was made by Dan McClendon and seconded by Larry Scott to convene into executive session. **Time: 8:00 p.m.**

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

Motion was made by Dan McClendon and seconded by Larry Scott to reconvene into open session. **Time: 9:00 p.m.**

Motion passed 4-0, with Victoria Johnson, Jimmy Stanford and Adam Russell absent.

ADJOURNMENT

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

Mayor Fletcher adjourned the meeting.

Time: 9:01 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: June 5, 2023

SUBJECT:

Consider approval of a resolution appointing Kevin North, Assistant Director of Public Works, as voting member and Eric Oscarson, Director of Public Works, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2023. (*Staff Contact: Eric Oscarson, Director of Public Works*)

SUMMARY:

The City of Burleson receives all of its treated drinking water from the City of Fort Worth and sends all of its wastewater for treatment to the City of Fort Worth. The City entered into an agreement for wastewater service with the City of Fort Worth with a term from May 8, 2017 through September 30, 2037. The City entered into an agreement for drinking water service with the City of Fort Worth with a term from January 1, 2011 through September 30, 2031.

Article 15 of the water agreement and Article 23 of the wastewater agreement state that the City of Burleson shall annually appoint a representative to be a voting member of the Wholesale Customer/Wastewater Advisory Committee of which the wholesale customers make up the membership.

The purpose of the committee appointment is to consult with and advise Fort Worth on matters pertaining to water conservation, wholesale planning, improvements, grants, wholesale rate studies, administration, budgets and additional wholesale customers.

Due to staffing changes the alternate voting member is currently vacant and the City of Fort Worth has requested Burleson fill the vacancy.

OPTIONS:

- 1) Approve a resolution appointing Kevin North, Assistant Director of Public Works, as voting member and Eric Oscarson, Director of Public Works, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2023.

- 2) Approve different people for annual appointment of voting member and alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2023.

RECOMMENDATION:

Approve a resolution appointing Kevin North, Assistant Director of Public Works, as voting member and Eric Oscarson, Director of Public Works, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2023.

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

On October 17, 2022 the Burleson City Council appointed Kevin North, Assistant Director of Public Works, as voting member and Kip Dernovich, Deputy Director of Public Works, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2023.

FISCAL IMPACT:

None

STAFF CONTACT:

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

CITY OF FORT WORTH'S WHOLESALE WATER & WASTEWATER CUSTOMER ADVISORY COMMITTEE APPOINTMENT

FY 2023



BACKGROUND

- **CITY OF BURLESON HAS AGREEMENTS WITH THE CITY OF FORT WORTH FOR DRINKING WATER SERVICES AND WASTEWATER TREATMENT**
 - Water Agreement - Jan 1, 2011 through Sept 30, 2031
 - Wastewater Agreement - May 8, 2017 through Sept 30, 2037
- **THE AGREEMENTS REQUIRE ANNUAL APPOINTMENT OF MEMBERSHIP TO THE WATER AND WASTEWATER WHOLESALE CUSTOMER ADVISORY COMMITTEE**
 - Voting Member
 - Alternate Member
- **WHOLESALE CUSTOMERS (SUCH AS BURLESON) COMPRISE THE MEMBERSHIP OF THE ADVISORY COMMITTEE**

BACKGROUND (CONT'D)

- **PURPOSE OF THE COMMITTEE APPOINTMENT**

Purpose of the committee is to consult with and advise Fort Worth on matters pertaining to water conservation, wholesale planning, improvements, grants, wholesale rate studies, administration, budgets and additional wholesale customers.

- **TIMING OF THE APPOINTMENT**

- Due to vacancy of Burleson's Alternate Member the City of Fort Worth has requested Burleson to appoint committee members for the remainder of the 2023 fiscal year.

- **CITY COUNCIL'S PREVIOUS APPOINTMENT FOR FY 2023**

- Voting Member - Kevin North, Assistant Director of Public Works
- Alternate Member - Kip Dernovich, Deputy Director of Public Works (vacancy)

RECOMMENDATION

- **STAFF'S RECOMMENDATION FOR FISCAL YEAR 2023 APPOINTMENT**
 - Voting Member - Kevin North, Assistant Director of Public Works
 - Alternate Member - Eric Oscarson, Director of Public Works

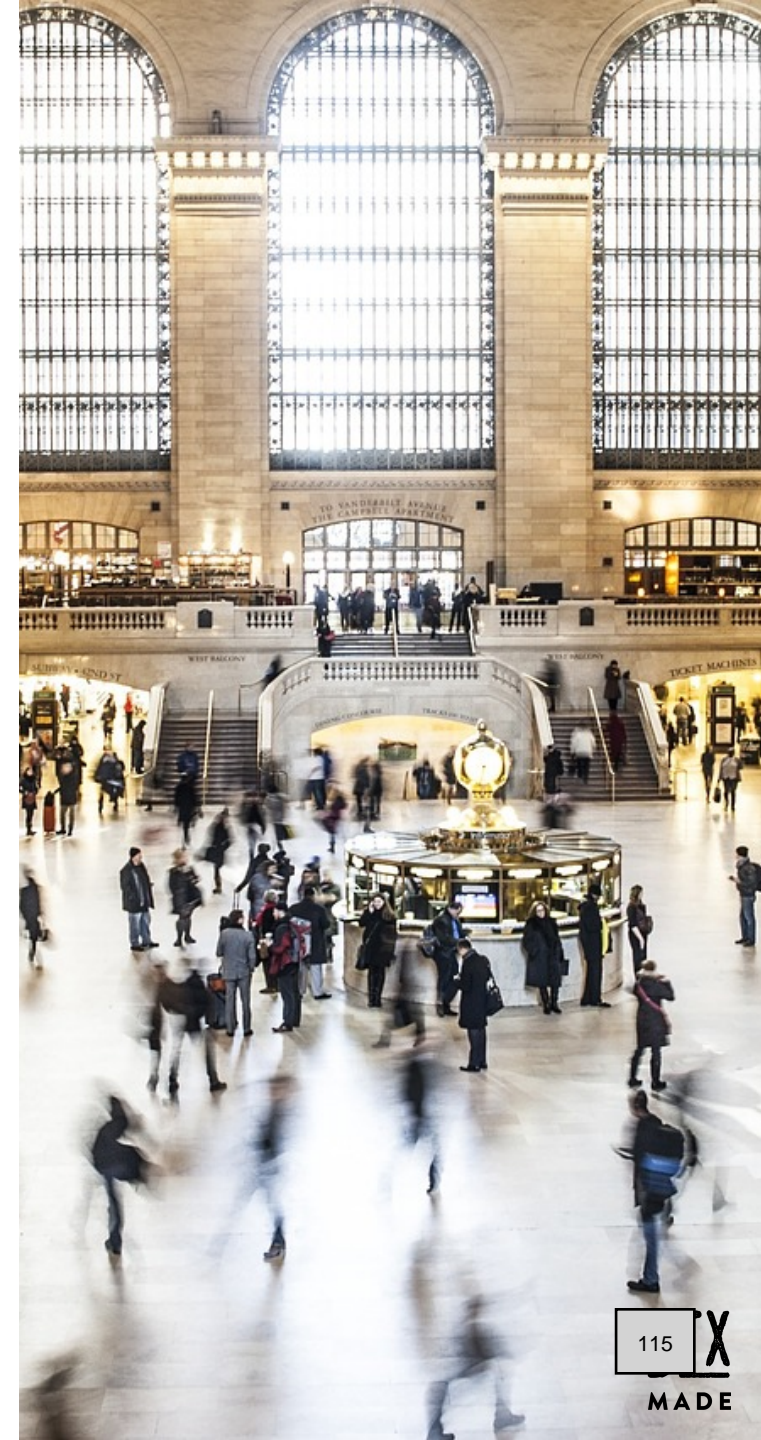
OPTIONS



APPROVE OF A MINUTE ORDER FOR THE APPOINTMENT OF KEVIN NORTH, ASSISTANT DIRECTOR OF PUBLIC WORKS, AS VOTING MEMBER AND ERIC OSCARSON, DIRECTOR OF PUBLIC WORKS, AS ALTERNATE MEMBER OF THE WHOLESALE WATER AND WASTEWATER CUSTOMER ADVISORY COMMITTEE FOR FISCAL YEAR 2023.



APPROVE DIFFERENT PEOPLE AS VOTING MEMBER AND ALTERNATE MEMBER OF THE WHOLESALE WATER AND WASTEWATER CUSTOMER ADVISORY COMMITTEE.



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS APPOINTING KEVIN NORTH AS THE VOTING MEMBER AND ERIC OSCARSON AS THE ALTERNATE MEMBER TO REPRESENT THE CITY OF BURLESON ON THE WHOLESALE WATER AND WASTEWATER CUSTOMER ADVISORY COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas (“City”), is allowed to appoint individuals to the City of Fort Worth’s Wholesale Water and Wastewater Customer Advisory Committee pursuant to the terms of the wholesale contract for serves; and

WHEREAS, the City Council desires to appoint to the Wholesale Water and Wastewater Customer Advisory Committee to represent the City Kevin North, Assistant Public Works Director, as Voting Member and Eric Oscarson, and Alternate Member.

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

SECTION 1

The City of Burleson hereby appoints to the Wholesale Water and Wastewater Customer Advisory Committee to represent the City Kevin North, Assistant Public Works Director, as Voting Member and Eric Oscarson, and Alternate Member for the term of the Fiscal Year beginning October 1, 2022 through September 30, 2023. The Mayor is hereby authorized to sign and execute the City of Fort Worth’s appointment form, substantially in the form attached as Exhibit “A”, designating the City’s representatives as Kevin North, Assistant Public Works Director, as Voting Member and Eric Oscarson, and Alternate Member of the Wholesale Water and Wastewater Customer Advisory Committee.

SECTION 2

This resolution shall become effective immediately upon its passage.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



APPOINTMENT FORM
Wholesale Water and Wastewater Customer Advisory Committee

DATE: _____

WHOLESALE CUSTOMER: City of Burleson

Check all that apply:

☒ Water

☒ Wastewater

The following individuals have been officially appointed by the **CUSTOMER's GOVERNING BODY**, under the terms of the Wholesale Contract for Services as the **VOTING MEMBER** and **ALTERNATE** for the Water and/or Wastewater System Advisory Committee. The term is for the Fiscal Year beginning October 1, 2022 through September 30, 2023.

Voting Member:

Kevin North
Name
Assistant Director of Public Works
Title
(817)426-9839
Office Phone
(817)897-3587
Cell Phone
knorth@burlesontx.com
Email Address

Mailing Address:

725 SE John Jones Drive
Burleson, Texas 76028

Alternate Member

Eric Oscarson
Name
Director of Public Works
Title
(817)426-9837
Office Phone
(832)349-0030
Cell Phone
eoscarson@burlesontx.com
Email Address

Mailing Address:

725 SE John Jones Drive
Burleson, Texas 76028

Signature of Mayor/Board President

Official Seal

Please complete and return as soon as possible, but no later than October 31, 2022 to:

WaterWholesale@fortworthtexas.gov

or

City of Fort Worth
Water Utility Billing Section/Wholesale
P. O. Box 870
Fort Worth, Texas 76101

DEPARTMENT MEMO

DEPARTMENT: Finance
FROM: Martin Avila, Finance Director
MEETING: June 6, 2023

SUBJECT:

Consider approval of an ordinance amending the Reinvestment Zone Number Two (C-597-06), City of Burleson, Texas, Project and Financing Plan by adopting the Renfro Street & Johnson Avenue Pedestrian Improvements, and the purchase of the Independent Bank lot and construction of the parking lot as additional projects. (Final Reading) *(Staff Contact: Martin Avila, Finance Director)*

SUMMARY:

The City Council held a public hearing and approved the first reading of the ordinance at the May 15, 2023 regular council meeting.

Tax Increment Financing Reinvestment Zone Number Two, City of Burleson, Texas (TIF #2) has been in place since 2006 and includes most of Old Town Burleson. TIF #2 captures existing property tax revenues (not an additional tax) within the district to support the re-development of Old Town. The City of Burleson contributes 100% of its property tax increment. The expenditure of TIF #2 increment revenue is governed by the Project and Finance Plan ("the Plan"). The Plan may be amended by the City Council.

To date, TIF #2 has authorized six projects to be included in the Plan: (1) the B&G Commercial development at Renfro Street and Interstate 35W, (2) Old Town Mobility Improvements, (3) infrastructure support for Old Town Station, (4) the Plaza, (5) the depot on Main infrastructure support, and (6) Ellison Street Project, and extending the term of TIF2 through December 31, 2041.

The proposed ordinance would amend the current project and financing plan by adopting a 7th project, Renfro Street & Johnson Avenue Pedestrian Improvements, and an 8th project, purchase of the Independent Bank lot and construction of parking lot.

The Board of Directors of TIF #2 passed a resolution authorizing the amendments to the

project and financing plan. To be effective, City Council must also pass an ordinance adopting the amendments to the plan.

OPTIONS:

- 1) Approve the ordinance amending the Reinvestment Zone Number Two project and financing plan; or
- 2) Deny the ordinance and do not amend project and financing plan.

RECOMMENDATION:

Approve the ordinance amending the Reinvestment Zone Number Two projects and financing plan

FISCAL IMPACT:

TIF 2 Fund

\$200,000 for Pedestrian Improvement

\$450,000 for Land Purchase

\$500,000 for Construction of Parking Lot

STAFF CONTACT:

Name: Alex Philips

Title: Economic Development Director

aphilips@burlesontx.com

Name: Martin Avila

Title: Finance Director

mavila@burlesontx.com



TIF #2 Amendment to Project and Financing Plan

Presented to the City Council on June 5, 2023

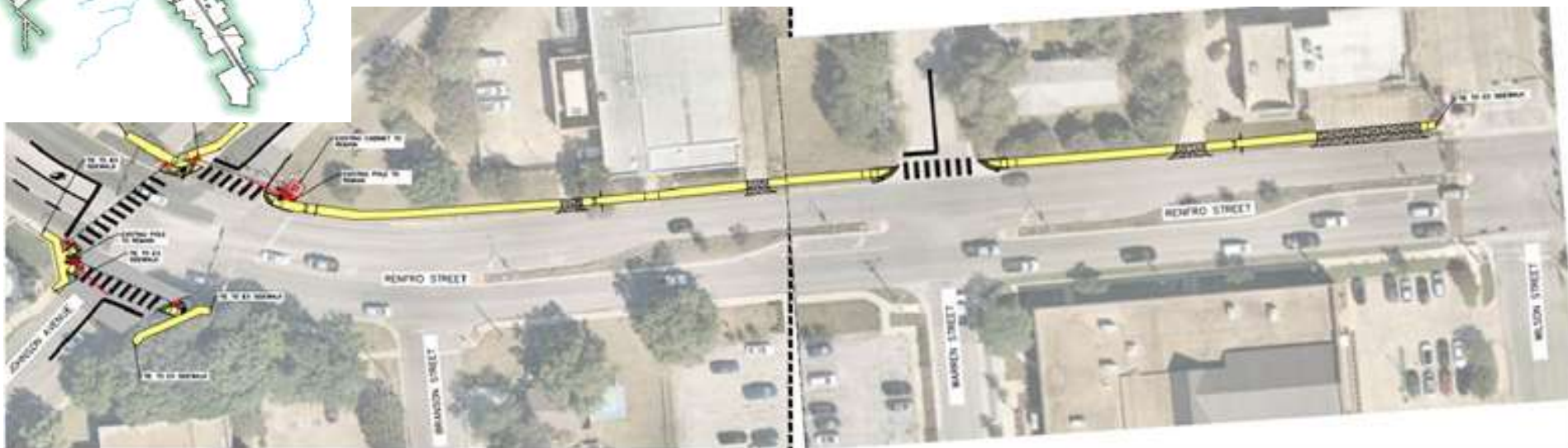
Summary

- Renfro Street & Johnson Avenue Pedestrian Improvement
- Purchase of Independent Bank lot and construction of parking lot
- Budget Amendment

FY2023 - CIP Additional Projects

Additional Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
Fire Station 1 Improvements	\$ 300,000	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 2,000,000
City Hall Renovations	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Alsbury Phase 1 Widening - Candler to Hulen	\$ 323,545	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 3,823,545
Alsbury Design and ROW Acquisition (additional to GO Bond project)	\$ -	\$ 1,833,091	\$ -	\$ -	\$ -	\$ 1,833,091
Hulen 4-Lane Expansion (additional to GO Bond project)	\$ -	\$ -	\$ -	\$ 3,630,029	\$ -	\$ 3,630,029
Renfro Street & Johnson Avenue Pedestrian Improvement	\$ 192,497	\$ -	\$ -	\$ -	\$ -	\$ 192,497
Village Creek Parkway Expansion (Tarrant County Bond 50% Match)	\$ -	\$ -	\$ -	\$ -	\$ 3,501,839	\$ 3,501,839
Wicker Hill Rd & Greenridge Dr Road Reconstruction		\$ -	\$ 949,045	\$ 4,040,465		\$ 4,989,510
Hidden Vistas Extension to CR714					\$ 1,575,349	\$ 1,575,349
Additional Pavement Rehab			\$ 808,198			\$ 808,198
TOTAL	\$ 2,316,042	\$ 7,033,091	\$ 1,757,243	\$ 7,670,494	\$ 5,077,188	\$ 23,854,058
Sources						
Impact Fees	\$ 241,871	\$ -	\$ 949,045	\$ -	\$ 2,064,645	\$ 3,255,561
TIF 2 cash funding	\$ 192,497	\$ -	\$ -	\$ -	\$ -	\$ 192,497
GF Cash funding	\$ 1,500,000	\$ 1,833,091	\$ 808,198	\$ 846,168	\$ 3,012,543	\$ 8,000,000
TIF 3 (dissolved) debt capacity	\$ 81,674	\$ 3,500,000	\$ -	\$ 6,824,326	\$ -	\$ 10,406,000
Excess debt capacity	\$ 300,000	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 2,000,000
TOTAL	\$ 2,316,042	\$ 7,033,091	\$ 1,757,243	\$ 7,670,494	\$ 5,077,188	\$ 23,854,058

Johnson Ave Pedestrian Improvements



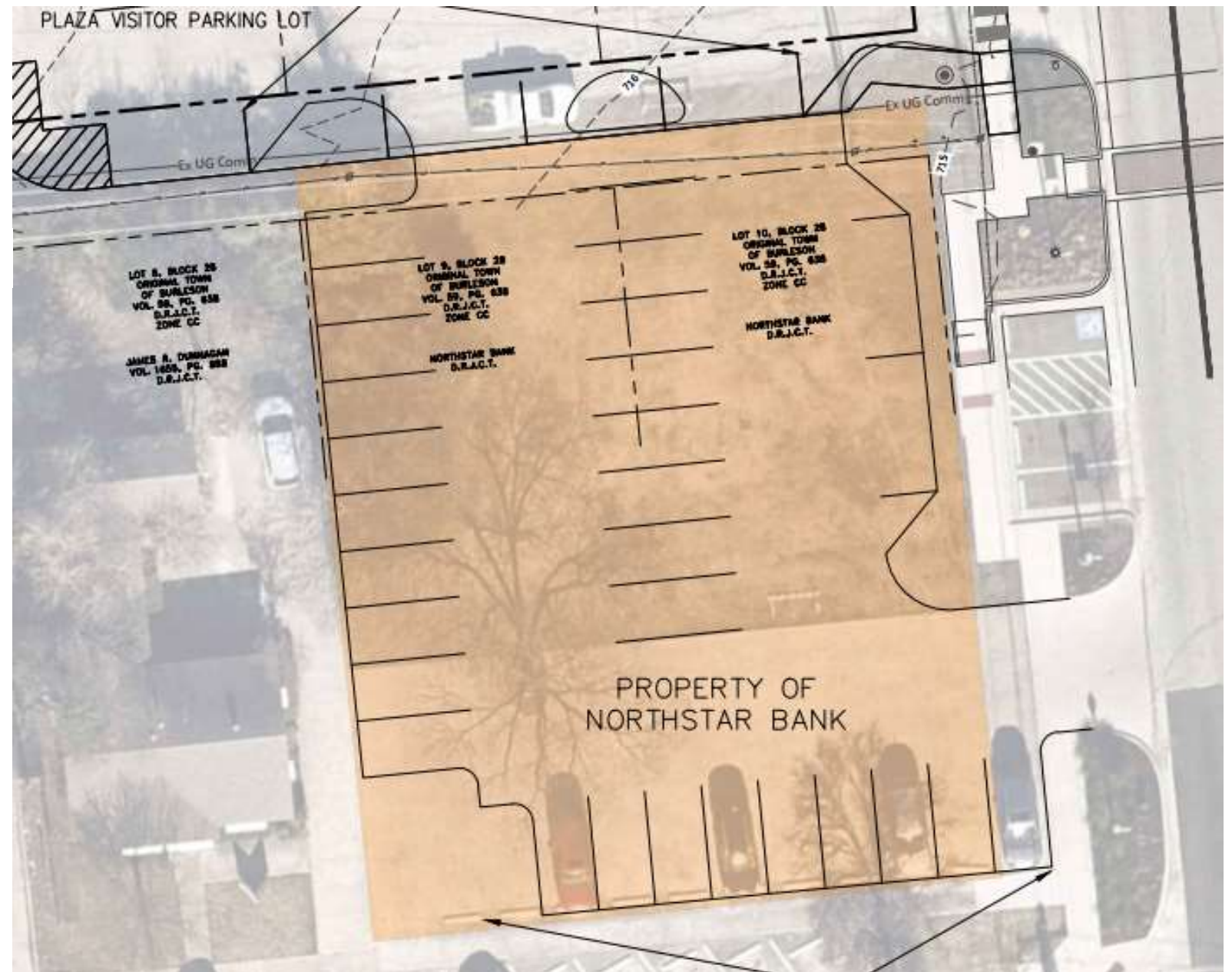
Bank Property

- Parcel Details
 - .264 acres
 - Currently being used as a partial parking area as well as a grass lot.
- Appraisal Details
 - Property appraised for \$450,000 as Commercial property.
 - Central Commercial use was identified as highest and best use





- 30 new public parking spaces
- Would match existing parking lots in the Old Town District
- Estimated cost of construction would be \$500,000
- Design of the new parking lot will be completed by staff



Budget Amendment

- Increase appropriations
 - \$200,000 – Renfro and Johnson Ave Pedestrian Improvement
 - \$450,000 – Purchase of lot and construction of parking lot
 - \$224,393 – CO 2022 Bonds FY23 debt service payment
 - Elisson Street Project

Action

- Approve final reading of the ordinance amending the TIF 2 project and financing plan:
 - Adopting the Renfro and Johnson Ave Pedestrian Improvement Project
 - Adopting the purchase of the Independent Bank lot and construction of parking lot.

QUESTIONS / COMMENTS

ORDINANCE

AN ORDINANCE AMENDING THE REINVESTMENT ZONE NUMBER TWO, CITY OF BURLESON, TEXAS, PROJECT AND FINANCING PLAN ORIGINALLY APPROVED JUNE 22, 2006, BY AMENDING ORDINANCE C-597-06, TO ADOPT TWO ADDITIONAL PROJECTS TO THE PROJECT AND FINANCING PLAN; INCORPORATING THE RECITALS; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas, (the “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, in accordance with the provisions of the Tax Increment Financing Act, Tax Code, Chapter 311, on December 15, 2005, the City Council approved Ordinance No. C-592 that established Reinvestment Zone Number Two, City of Burleson, Texas (the “TIF District”); and

WHEREAS, on May 11, 2006, the City Council approved Ordinance No. C-597-06 that adopted the Project and Financing Plan (the “TIF District Plan”) for the TIF District; and

WHEREAS, the TIF District Plan may be amended with the consent of the City Council to include projects that further the development goals of the TIF District; and

WHEREAS, on May 15, 2023, the Board of Directors of the TIF District approved an amendment to the TIF District Plan that adopts as an additional project described in more detail in Exhibit “A” (the “Pedestrian Improvements Project”); and

WHEREAS, on May 15, 2023, the Board of Directors of the TIF District approved an amendment to the TIF District Plan that adopts as an additional project described in more detail in Exhibit “B” (the “Parking Improvements Project”); and

WHEREAS, the City Council held a public hearing on May 15, 2023, to receive comments on amending the TIF District Plan to include the proposed projects; and

WHEREAS, the City caused notice of the public hearing to be published in the Fort Worth Star-Telegram, a newspaper of general circulation, on May 5, 2023, which was more than seven days before the date of the public hearing; and

WHEREAS, the City Council reviewed the proposed amendments to the TIF District Plan and finds and determines that the proposed amendments are feasible, conform to the master plan of the City, and further the goals of the TIF District; and

WHEREAS, the City Council further finds and determines that the amended TIF District Plan will result in benefits to the City, its residents, and property owners, in general, and to the property, residents, and property owners included in the TIF District;

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

Section 1.

The City hereby amends the TIF District Plan as set forth in Exhibits “A and “B”, attached hereto and incorporated herein by reference for all purposes, and authorizing the Pedestrian Improvements Project as Project #7 and the Parking Improvements Project as Project #8 of the TIF District Plan for the TIF District.

Section 2.

The recitals set forth above 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.

This ordinance shall be in full force and effect from and after its passage and publication as

provided by law.

PASSED AND APPROVED:

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

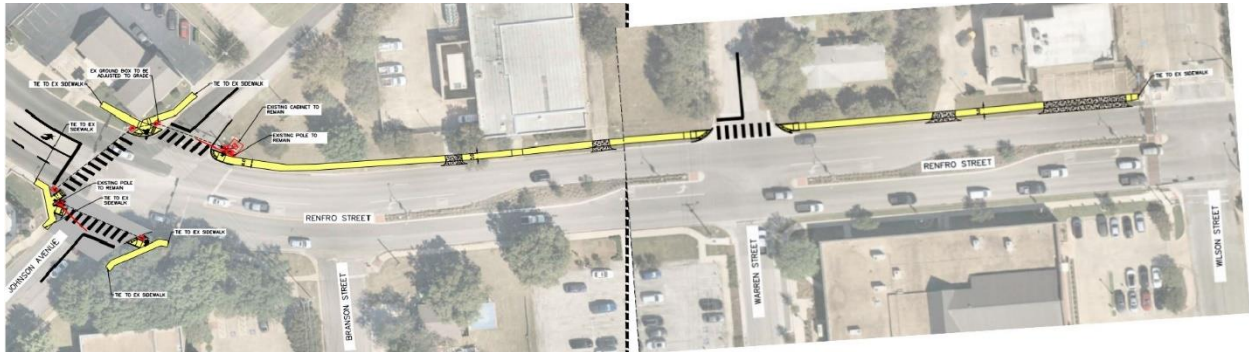
APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT “A”

The TIF would support the construction of public improvements in accordance with the approved Project and Financing Plan. The TIF would contribute an estimated \$200,000.00 for construction of sidewalk and pedestrian crossing improvements within the District along Renfro Street and Johnson Avenue. The improvements will be paid out of existing fund capacity.



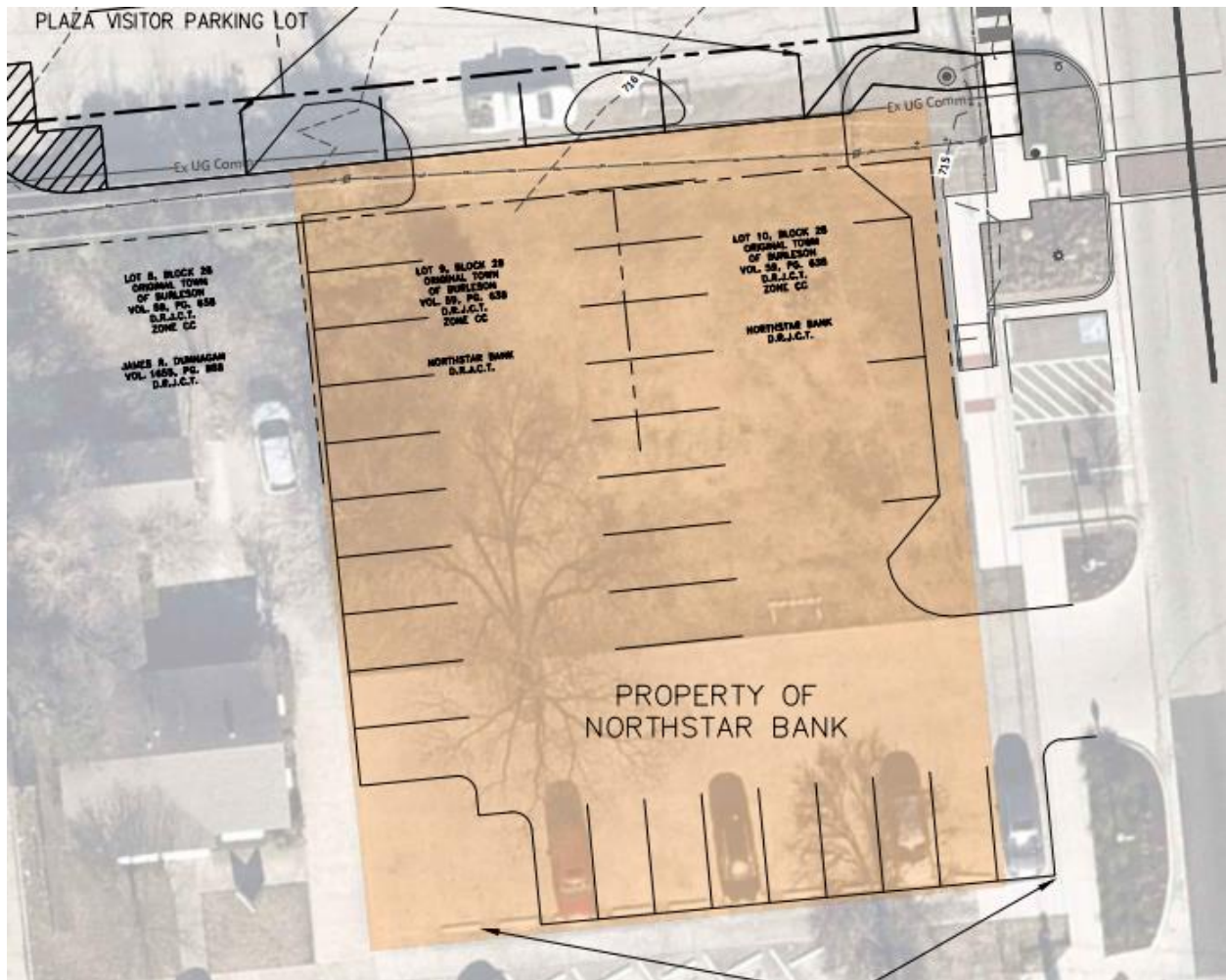
The project will increase pedestrian mobility in the District by providing sidewalks along the north side of W Renfro St from N Wilson St to NE Johnson Ave and along the intersection of Renfro and Johnson. The project will include crosswalks, ramps, and signal improvements to make the connection ADA compliant.

EXHIBIT "B"

Parking Improvements Project

The TIF would support the construction of public improvements in accordance with the approved Project and Financing Plan. The TIF would contribute an estimated \$950,000.00 for the acquisition and construction of a parking lot at the corner of S Warren St and W Ellison St at 116 S Warren St. The improvements will be paid out of existing fund capacity.

The project will provide additional parking for the District by adding approximately 29 new spaces.



City Council Regular Meeting

DEPARTMENT: Information Technology
FROM: Hugo Rodriguez, Deputy Director, IT
MEETING: June 5, 2023

SUBJECT:

Consider approval of a five year contract with Knight Security Systems for software, hardware, and maintenance for the installation of security cameras and access control throughout city water facilities through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$315,122.25. (Staff Contact: Hugo Rodriguez, Deputy Director, IT)

SUMMARY:

The contract will authorize Knight Security Systems to establish an infrastructure for security cameras and access control at our water properties. A Risk and Resilience study was conducted last year, identifying potential vulnerabilities in our water tower properties. The agreement aims to address these vulnerabilities by adding security cameras, repairing gates, and implementing access control.

The security camera network will be set up for the water towers to monitor the properties and alert Public Works staff of any suspicious activity. Repairs will be made to gates to improve security, and access control will be implemented. The Service Center currently has a security risk due to a lack of access control, but the contract will address this by installing access control on various doors to manage entry and eliminate the vulnerability.

BTX-IT reviewed a number of vendors but is recommending the selection of Knight Security System due to their experience in installation and programming similar systems for various other entities.

The Water Fund will cover the costs of installing and programming of cameras, access control, and gate repairs at the water tower locations, as well as the required server infrastructure. This scope of work was planned expense in the water fund for FY22-23.

We anticipate the project timeline to proceed as follows.

Project Phase	Estimated Date Completed
Water Towers	November 2023
Service Center	September 2023

OPTIONS:

- 1) Approve a contract with Knight Security Systems for software and hardware for the installation of security cameras and access control throughout city water facilities properties through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$315,122.25 or five years.
- 2) Approve with changes
- 3) Deny

RECOMMENDATION:

Approve a contract with Knight Security Systems for software and hardware for the installation of security cameras and access control throughout city water facilities properties through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$315,122.25 for five years.

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

None

FISCAL IMPACT:

The total contract is \$315,122.25 which \$235,732.65 is a one-time cost and \$79,389.60 in recurring annual costs for software licensing for the next five years budgeted in the current fiscal year and within budget.

5017101-70045 WWW Water Service Improvements

STAFF CONTACT:

Hugo Rodriguez
Deputy Director, IT
hrodriguez@burlesontx.com
682-312-2766



Information Technology

Cameras and Access Control

City Council

June 5, 2023

Cameras and Access Control

A Risk and Resilience study was conducted last year, identifying potential vulnerabilities in our water facilities properties.

The following items are included in the contract for all water locations to address the vulnerabilities:

- Adding security cameras
- Access Control for Public Works Department Center
- Repairing gates
- Implementing access control



Cameras and Access Control

The advantages of the project:

- Cameras will monitor the properties and alert Public Works staff of any suspicious activity.
- Repairs will be made to gates to improve security, and access control will be implemented.

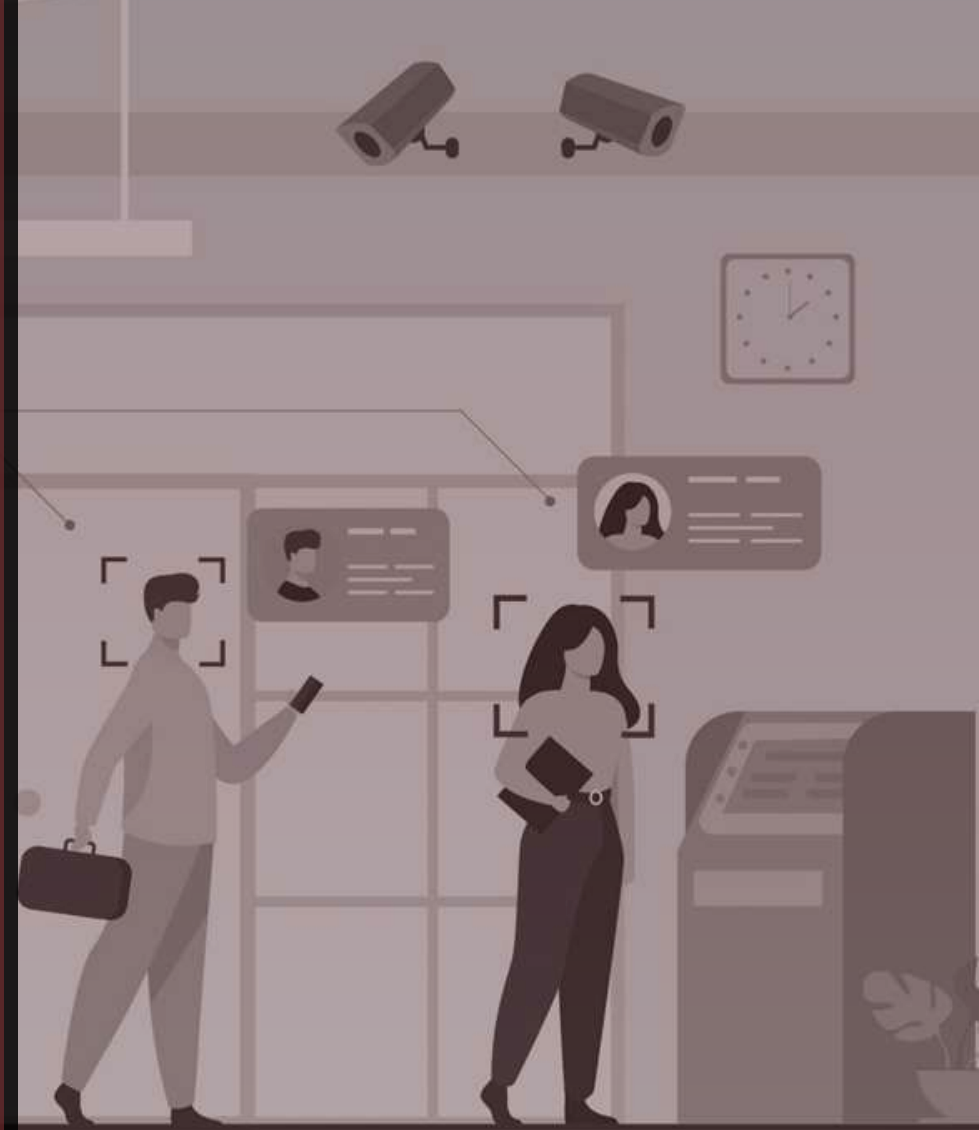
Timeline:

Project Phase	Estimated Date Completed
Water Towers	November 2023
Service Center	September 2023

Cameras and Access Control

BTX-IT reviewed a number of vendors but is recommending the selection of Knight Security System due to their experience in installation and programming similar systems for various other entities.

- Over 40 years of experience
- Installation of 3,200 systems in 335 buildings



Cameras and Access Control

The total contract is \$315,122.25 which \$235,732.65 is a one-time cost and \$79,389.60 in recurring annual costs for software licensing for the next five years budgeted in the current fiscal year and within budget.

5017101-70045 WWW Water Service Improvements

Cameras and Access Control

Staff Recommendation:

Approve a contract with Knight Security Systems for software and hardware for the installation of security cameras and access control throughout city water facilities properties through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$315,122.25 for five years.

Questions / Comments





Proposal: 22649-2-0

City of Burleson water towers

Prepared for:

Hugo Rodriguez

City of Burleson

141 West Renfro Street

Burleson TX, 76028

Prepared by:

Kevin Cook

214-350-1632

kcook@knightsecurity.com

10105 Technology Blvd West

Suite 100

Dallas, TX 75220

Proposal Issued:

5/30/2023

Proposal Valid To:

6/14/2023

DESCRIPTION

CLIENT INFORMATION

Name: City of Burleson

Site

141 West Renfro Street
Burleson, TX 76028

Billing

141 West Renfro Street
Burleson, TX 76028

Contact

Hugo Rodriguez
P (817) 426-9112
E hrodriguez@burlesontx.com

PROJECT NAME: City of Burleson water towers

PROJECT SCOPE OF WORK

Upgrading the city of Burleson security system for the (4) water towers.
this is for the Industrial park location

Hulen Low and High

~~Will require 3 multi sensor cameras. 1 will be pole mounted one of those will require PTP wireless. the other 2 cameras will be wall mounted on the exterior of the building. 1 Switch will be required.~~

~~The city will be responsible to getting 120VAC to the remote locations.~~

~~Hulen will require 1 access control point at control bldg,~~

Turkey Peak

~~Will require 2 multi sensor cameras. One will be remote mounted on poles~~

~~The city will be responsible to getting 120VAC to the remote locations.~~

~~TP also will require 3 access control points. 2 at bldgs and one at gate.~~

Hidden Creek

~~Will require one multi sensor camera and PTP wireless to the tower of FD16 added to the network at FD16~~

~~And 2 access control points one for gate and one for bldg.~~

Industrial PS and Tanks Will require 2 multi sensor quad cameras and 2 access control point. Gate and Control Bldg,

Gates to be motorized by 3rd party or city. All locations requiring Poles and 120VAC both will be supplied by the city or third parties.

KSS will make every effort to use existing infrastructure of the RG59 by adding veracity adaptors. Changes may be necessary if this is not possible.

Access Control System

KSS will furnish and install the following at each door:

- One access control server
- One access control panel
- One lock power supply
- One single door will have the following installed:
 - One card reader
 - One door position sensor
 - One request-to-exit motion sensor

Client Initials: _____

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- Electrified locking hardware
- Initial programming will include:
 - Door enrollment into one main access level and time schedule
 - Customer will be responsible for creating additional access levels and schedules
 - Two system user levels
 - Operator
 - Administrator
 - Three time schedules
 - May be assigned to cardholders, doors, or automation outputs
 - One access level
 - Associates available doors and times allowed to cardholders
 - Seven holiday days
 - Allows doors that are scheduled open to remain locked on holidays

Door fit and finish provided by General Contractor or hardware trade. KSS cannot provide services to correct alignment issues and will not modify doors, frames, or hardware for the purpose of correct operation of the door. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Video Surveillance System

KSS will furnish and install the following:

- Initial programming will include:
 - Enrolling the cameras and setting up basic motion detection
 - One administrative account
 - One view only account
 - Estimated days of storage 30
 - 1080p at H.264 and 15 IPS
 - Calculations are based on 40% motion detection or event recording

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Network configurations for connection of devices to Customer's network

Finance

Per DIR Contract regulations DIR-CPO-4494

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

Client Initials: _____

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- Upon delivery of materials
 - The remaining balance is due upon completion of the project
- Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter.

KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices

KSS will provide all necessary devices and hardware included on the attached equipment list. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. A quote will be provided to the customer for any devices that are found to be defective or inoperable. KSS is not responsible for any damages left from the removal of existing devices. The Customer is responsible for patching and repairing any damages left from the removal of existing devices.

Programming and Testing

KSS trained personnel will program the security system to provide a functioning operational system. Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. Upon final acceptance, it is the Customer's responsibility to ensure proper periodic testing per the manufacturers' recommendation.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.

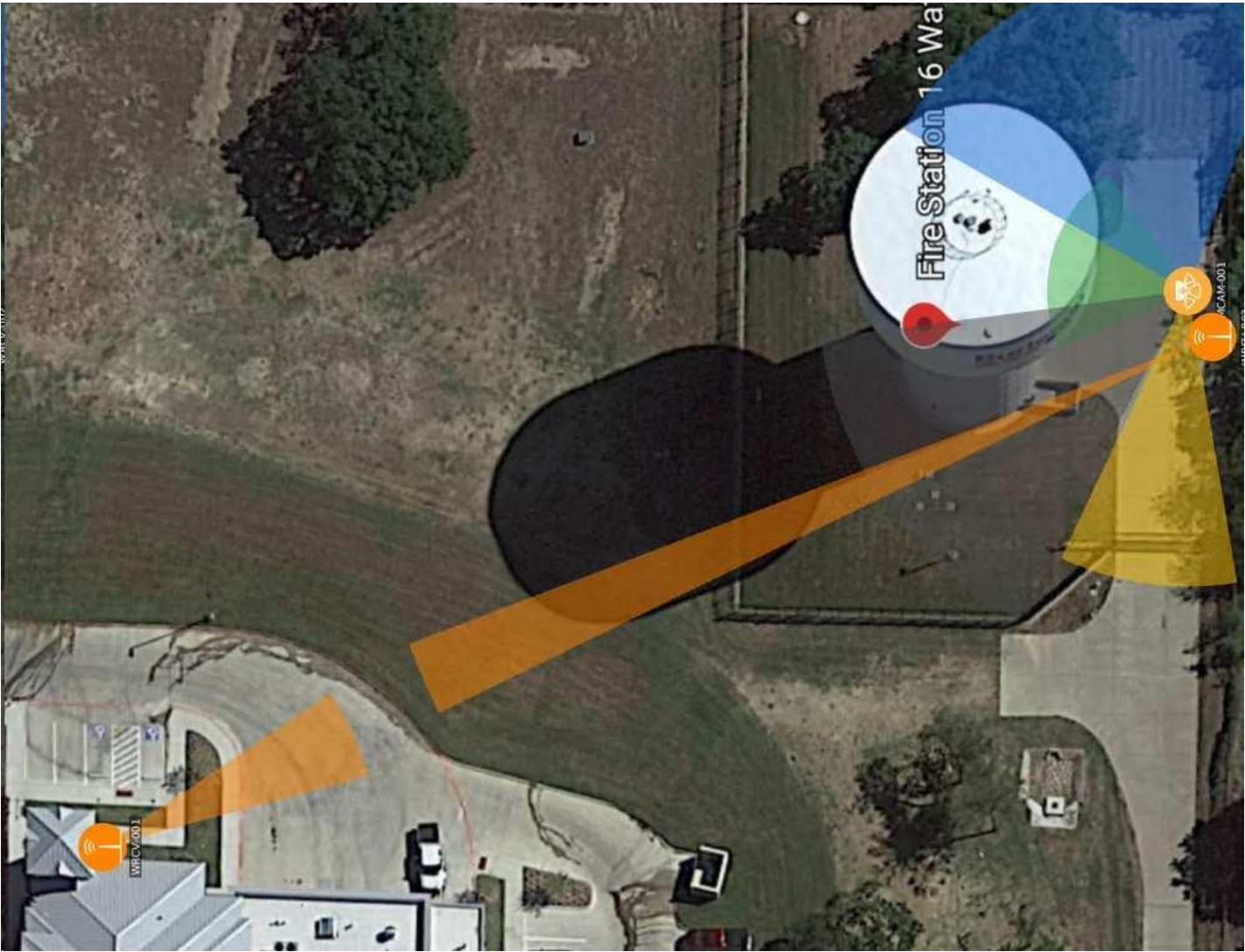
2. This proposal is valid for 30 days. After the 30 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Final Location of all equipment to be approved by owner prior to start of installation.
5. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
6. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
7. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.









PROJECT INVESTMENT

Estimate					
QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	DIR-Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	\$7,156.36	\$7,156.36
Annual Recurring:					
Description					Ext.Price
SecurePlan Premium Service Level Agreement					\$1,988.76
Equipment Subtotal				\$7,156.36	
Estimate SubTotal				\$7,156.36	
Annual Recurring Subtotal				\$1,988.76	

Investment Summary

Total Equipment	\$7,156.36
Total Proposal Amount	\$7,156.36
Annual Recurring	\$1,988.76

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$7,156.36**

The price above includes: material, equipment and labor as described within this proposal.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Knight Security Systems is hereby authorized to perform the work as specified.

KNIGHT SECURITY SYSTEMS

City of Burleson

By: _____
Signature

ISR

Title

Kevin Cook

Print Name

By: _____
Signature

Title

Print Name

TERMS & CONDITIONS

SEE PURCHASING CONTRACT
DIR-CPO-4494
FOR TERMS AND CONDITIONS.

Web Access:

<https://dir.texas.gov/contracts/dir-cpo-4494>



Proposal: 22649-6-0

City of Burleson Service Center

Prepared for:

Hugo Rodriguez

City of Burleson

725 S John Jones

Burleson TX, 76028

Prepared by:

Kevin Cook

214-350-1632

kcook@knightsecurity.com

10105 Technology Blvd West

Suite 100

Dallas, TX 75220

Proposal Issued:

5/30/2023

Proposal Valid To:

6/14/2023

DESCRIPTION

CLIENT INFORMATION

Name: City of Burleson

Site

725 S John Jones
Burleson, TX 76028

Billing

141 West Renfro Street
Burleson, TX 76028

Contact

Hugo Rodriguez
P (817) 426-9112
E hrodriguez@burlesontx.com

PROJECT NAME: City of Burleson Service Center

PROJECT SCOPE OF WORK

Knight Security Systems (KSS) will provide and install Access control system for the City of Burleson's Service Center, Admin building.

Service center will have 2 doors, (1) interior and (1) exterior.

Admin building will have 3 exterior single doors, (1) Glass double door exterior with push to exit, (1) interior double door and (1) Interior door

Access control will be added to 1 pedestrian gate. Intercoms with readers for the drive up entry to the service center will be added as well.

The city of Burleson will be responsible for insuring access points for the gates IF trenching is necessary.

Access Control System

KSS will furnish and install the following:

- One access control panel
- Lock power supplies
- Each single/double door will have the following installed:
 - One card reader
 - One door position sensor
 - One request-to-exit motion sensor
 - Electrified locking hardware strike or mag lock as appropriate
- Initial programming will include:
 - Door enrollment into one main access level and time schedule
 - Customer will be responsible for creating additional access levels and schedules
 - Two system user levels
 - Operator
 - Administrator
 - Three time schedules
 - May be assigned to cardholders, doors, or automation outputs
 - One access level
 - Associates available doors and times allowed to cardholders
 - Seven holiday days
 - Allows doors that are scheduled open to remain locked on holidays

Service center will have 2 doors, (1) interior and (1) exterior.

Admin building will have 3 doors, (1) Glass double door exterior with push to exit, (1) single exterior and (1) Interior door

Client Initials: _____

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Door fit and finish provided by General Contractor or hardware trade. KSS cannot provide services to correct alignment issues and will not modify doors, frames, or hardware for the purpose of correct operation of the door. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- Assigning different schedules and access levels to the access control doors
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- Phone line and / or network connection to intrusion panel for monitoring services
- 120VAC by a certified electrician for all security devices where needed
- Exterior and fire partition penetrations where needed
- Installation of conduit with a pull string to security devices where needed
- A dry contact connection from the fire system for fire drop out if needed

Finance

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- An initial investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing Knight's Customer Service Agreement (CSA)
 - *An invoice will be generated and forwarded at the project kickoff meeting that is held with the customer. Materials will not be ordered until payment is received.*
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Refer to the CSA sections 2A, 2B, and 2C.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional manner. KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the

Client Initials: _____

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existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

Rental Equipment

Lift rental is not included in this proposal and shall be provided by the Customer if required.

Testing

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Training

KSS will provide training for one combined end user training session. The individuals for the system training session will be determined by the Customer. All training for the above mentioned systems to follow the manufacturer guidelines for Customer training. This training will be provided for administrators and users for each system.

Training will include upgrade implementation, system administration, end-user, and reports. The training will be classroom style and will include manuals, training material, and hands on training. Two hours of training are provided with this proposal. Additional training may be provided with additional cost.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in the Customer Service Agreement.
2. This proposal is valid for 30 days. After the 30 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Please allow 4-6 weeks lead time for door hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.
6. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.

Client Initials: _____

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4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Roles & Responsibilities

Essential activities conducted in the course of project by the Customer, Knight Security Systems (KSS), and the General Contractor (GC).

Project Administration Tasks	Customer	KSS	GC
General project management & administration		X	
Designate primary customer point of contact and site supervisor		X	
Host initial site orientation and kick-off meeting	X		
Pre-installation walk-through and design verification	X		
Pre-construction utility assessment	X		
System design and engineering		X	
System design and engineering approval	X		
Develop master project schedule		X	
Approval of master project schedule	X		
System design acceptance within overall master plan of larger facility	X		
Provide lists of existing equipment and building drawing backgrounds	X		
Develop and maintain drawings and equipment schedules		X	
Provide written communication regarding work site conditions	X		
Coordinate monthly in-progress reviews for active sites		X	
Change order management		X	

Project Installation Tasks	Customer	KSS	GC
Provide locations for materials staging	X		
Materials pre-installation configuration and delivery		X	
Pre-installation testing of existing equipment		X	
Installation of electric locking hardware		X	
Installation of electric locking mechanism power supplies		X	
Installation of device power supplies		X	
120VAC at each device location where needed	X		
Building penetrations to exterior		X	
Fire partition penetrations and sealing		X	
Installation of conduit to security system devices where needed		X	
Installation of cables to security system devices		X	
Network cables from security system devices to copper patch panels		X	
Patch cables between patch panels and network switches		X	
Create panel, cable, and equipment labeling scheme	X		
Install cable labels per labeling scheme		X	

Network Tasks	Customer	KSS	GC
Rack and rack space for rack mount equipment	X		

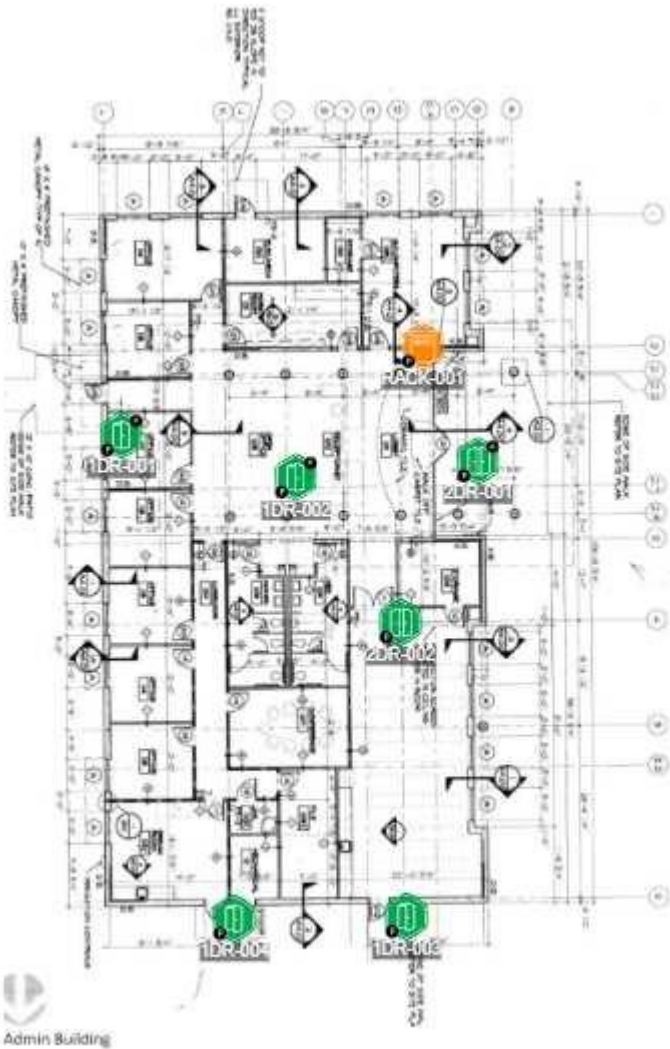
Client Initials:

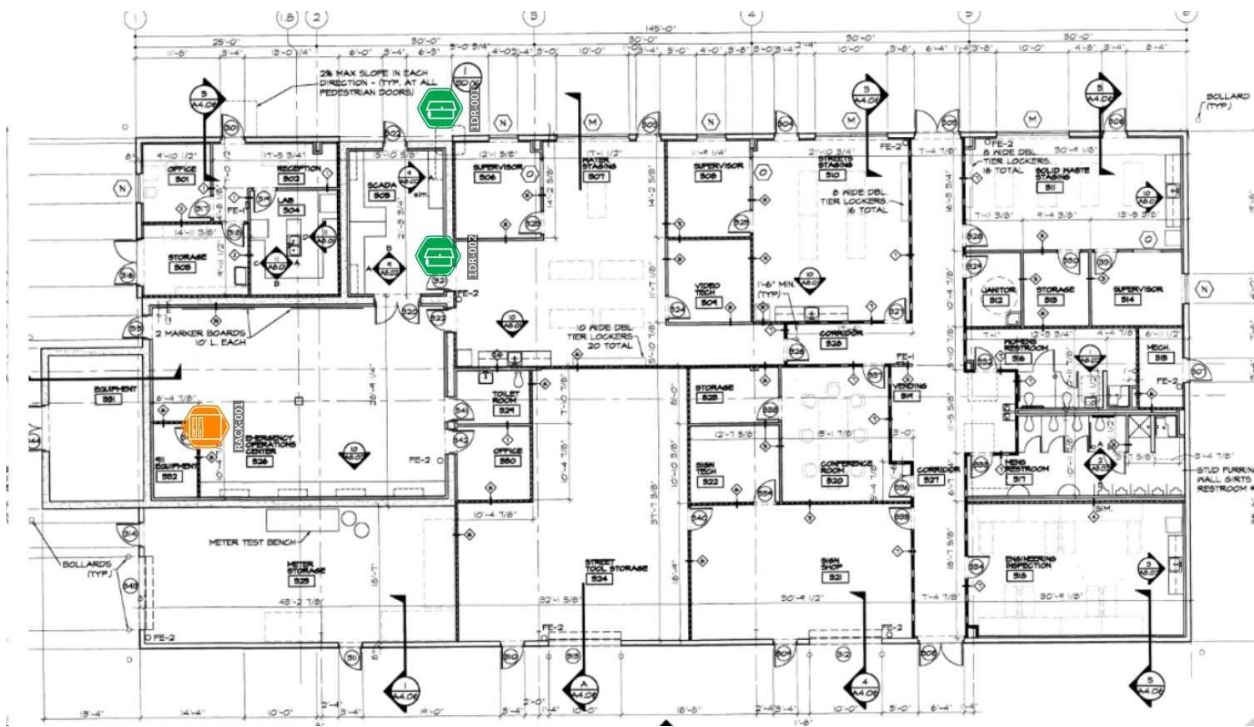
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Network PoE switches and configuration	X		
Patch panels and uninterruptable power supply	X		
IP address assignment for security system equipment and workstations	X		
Configure client workstations to the security system		X	

Programming Tasks	Customer	KSS	GC
Create custom security system programming matrix		X	
Program initial security system configuration		X	
Import initial cardholder database from Owner provided information	X		
Develop and implement database update procedure	X		

Testing and Acceptance Tasks	Customer	KSS	GC
System test forms and checklists		X	
Full system test		X	
Customer on-site system acceptance	X		
As-built drawings and final engineering document submittal		X	





PROJECT INVESTMENT

AC					
QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
11	GRI	8080-T	3/4" Recessed Steel Door/Closed Loop/Terminals	\$4.06	\$44.66
1	DIR-Assa Abloy HES	DIR-5000C-12/24D-LBM	5000C-12/24D-LBM 5000 STRIKE COMPLETE	\$170.01	\$170.01
9	DIR-Bosch Intr/Fire/Acc	DIR-DS160	PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY (DIR)	\$72.62	\$653.58
1	RCI	83202DSS28	MULTIMAG DOUBLEMAG LOCK W/ 2 DOOR STATUS SENSOR 28	\$940.00	\$940.00
1	DIR-Axis Communications	DIR-01334-001	2N IP Force - 1 button + HD camera + pictograms +	\$1,191.59	\$1,191.59
6	Unknown	4200CC-10B-32D	TRINE DOOR ELECTRIC STRIKE, 12/24V AC-DC BRONZE	\$224.25	\$1,345.50
3	DIR-Life Safety Power	DIR-FPO150-B100C4D8PE2M	4DR Mercury, 12V & 24V, 150W max, E2M enclosure 20	\$450.11	\$1,350.33
1	DIR-Lenel S2 Security	DIR-S2-LP-1502	MERCURY LP1502 INTELLIGENT CONTROLLER 2 Readers,	\$1,419.37	\$1,419.37
2	Von Duprin	114317-00	QEL Modular Conversion Kit	\$887.00	\$1,774.00
11	DIR-Lenel S2 Security	DIR-LNL-R10320-05TB	BLUEDIAMOND MOBILE-READY US SINGLE GANG Multi-Tech	\$196.46	\$2,161.06
1	DIR-Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	\$2,307.69	\$2,307.69
5	DIR-Lenel S2 Security	DIR-S2-MR-52-S3	MERCURY MR52 READER INTERFACE MODULE 2 Readers, 8	\$496.29	\$2,481.45
6	DIR-Windy City Wire	DIR-44601060-500	4 Element Composite Cable CMP Green Jacket	\$437.97	\$2,627.82
1	DIR-Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit/ for Ped Gate	\$2,750.00	\$2,750.00
1	DIR-Lenel S2 Security	DIR-S2-EXT-64-WM	NETBOX EXTREME CONTROLLER (64 PORTAL LICENSE, WAL	\$7,123.43	\$7,123.43

Client Initials:

Labor:

QTY	Description	Ext.Price
4	SYSDESIGN	\$615.84
14	PROJECTMGR	\$2,594.62
16	SYSTECH	\$2,378.40
22	INSTALLCABLE	\$2,590.72
86	INSTALL	\$10,127.36

Annual Recurring:

Description	Ext.Price
SecurePlan Premium Service Level Agreement	\$4,803.00

Equipment Subtotal	\$28,340.49
Labor Subtotal	\$18,306.94
Misc. Items Subtotal	\$357.14
AC SubTotal	\$47,004.57
Annual Recurring Subtotal	\$4,803.00

Investment Summary

Total Equipment	\$28,340.49
Total Labor	\$18,306.94
Total Miscellaneous Items	\$357.14
Total Proposal Amount	\$47,004.57
Annual Recurring	\$4,803.00

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$47,004.57**

The price above includes: material, equipment and labor as described within this proposal.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Knight Security Systems is hereby authorized to perform the work as specified.

KNIGHT SECURITY SYSTEMS

City of Burleson

By: _____
Signature

ISR

Title

Kevin Cook

Print Name

By: _____
Signature

Title

Print Name

TERMS & CONDITIONS

SEE PURCHASING CONTRACT DIR-CPO-4494 FOR TERMS AND CONDITIONS.

Web Access:

<https://dir.texas.gov/contracts/dir-cpo-4494>



Proposal: 22649-13-0

City of Burleson Traffic Cam Server

Prepared for:

Hugo Rodriguez

City of Burleson

725 S John Jones

Burleson TX, 76028

Prepared by:

Kevin Cook

214-350-1632

kcook@knightsecurity.com

10105 Technology Blvd West

Suite 100

Dallas, TX 75220

Proposal Issued:

5/30/2023

Proposal Valid To:

6/14/2023

DESCRIPTION

CLIENT INFORMATION

Name: City of Burleson

Site

725 S John Jones
Burleson, TX 76028

Billing

141 West Renfro Street
Burleson, TX 76028

Contact

Hugo Rodriguez
P (817) 426-9112
E hrodriguez@burlesontx.com

PROJECT NAME: City of Burleson Traffic Cam Server

PROJECT SCOPE OF WORK

City of Burleson is looking to convert its video system from Synology to Milestone. Current system includes the products listed below.

This city may require client servers for the video wall or walls based on deployment or existing server quality.

This server will be located at the IDF room of the Service Center facility. vCity will insure all traffic cameras are routed to this facility.

Video Surveillance System

KSS will furnish and install the following:

- Initial programming will include:
 - Enrolling the cameras and setting up basic motion detection
 - One administrative account
 - One view only account
 - Estimated days of storage 30
 - 1080p at H.264 and 12 IPS
 - Calculations are based on 40% motion detection or event recording

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support. Server capabilities are based on less than 110 cameras at 1080p 12 IPS motion based recording.

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- Assigning different schedules and access levels to the access control doors
- PoE switches and patch panels
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Network configurations for connection of devices to Customer's network
- Network connection to intrusion panel for monitoring services
- 120VAC by a certified electrician for all security devices where needed
- Installation of conduit with a pull string to security devices where needed

Client Initials: _____

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Finance

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- An initial investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing Knight's Customer Service Agreement (CSA)
 - An invoice will be generated and forwarded at the project kickoff meeting that is held with the customer. Materials will not be ordered until payment is received.
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Refer to the CSA sections 2A, 2B, and 2C.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional manner. KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

Rental Equipment

Lift rental is not included in this proposal and shall be provided by the Customer if required.

Testing

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

Client Initials: _____

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A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Training

KSS will provide training for one combined end user training session. The individuals for the system training session will be determined by the Customer. All training for the above mentioned systems to follow the manufacturer guidelines for Customer training. This training will be provided for administrators and users for each system.

Training will include upgrade implementation, system administration, end-user, and reports. The training will be classroom style and will include manuals, training material, and hands on training. Two hours of training are provided with this proposal. Additional training may be provided with additional cost.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in the Customer Service Agreement.
2. This proposal is valid for 30 days. After the 30 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Please allow 4-6 weeks lead time for hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.
6. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Roles & Responsibilities

Essential activities conducted in the course of project by the Customer, Knight Security Systems (KSS), and the General Contractor (GC).

Client Initials: _____

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Project Administration Tasks	Customer	KSS	GC
General project management & administration		X	
Designate primary customer point of contact and site supervisor		X	
Host initial site orientation and kick-off meeting	X		
Pre-installation walk-through and design verification	X		
Pre-construction utility assessment	X		
System design and engineering		X	
System design and engineering approval	X		
Develop master project schedule		X	
Approval of master project schedule	X		
System design acceptance within overall master plan of larger facility	X		
Provide lists of existing equipment and building drawing backgrounds	X		
Develop and maintain drawings and equipment schedules		X	
Provide written communication regarding work site conditions	X		
Coordinate monthly in-progress reviews for active sites		X	
Change order management		X	

Project Installation Tasks	Customer	KSS	GC
Provide locations for materials staging	X		
Materials pre-installation configuration and delivery		X	
Pre-installation testing of existing equipment		X	
Installation of electric locking hardware		X	
Installation of electric locking mechanism power supplies		X	
Installation of device power supplies		X	
120VAC at each device location where needed	X		
Building penetrations to exterior		X	
Fire partition penetrations and sealing		X	
Installation of conduit to security system devices where needed		X	
Installation of cables to security system devices		X	
Network cables from security system devices to copper patch panels		X	
Patch cables between patch panels and network switches		X	
Create panel, cable, and equipment labeling scheme	X		
Install cable labels per labeling scheme		X	

Network Tasks	Customer	KSS	GC
Rack and rack space for rack mount equipment	X		
Network PoE switches and configuration	X		
Patch panels and uninterruptable power supply	X		
IP address assignment for security system equipment and workstations	X		
Configure client workstations to the security system		X	

Programming Tasks	Customer	KSS	GC
Create custom security system programming matrix		X	
Program initial security system configuration		X	
Import initial cardholder database from Owner provided information	X		
Develop and implement database update procedure	X		

Testing and Acceptance Tasks	Customer	KSS	GC
System test forms and checklists		X	
Full system test		X	
Customer on-site system acceptance	X		

Client Initials:

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As-built drawings and final engineering document submittal		X	
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PROJECT INVESTMENT

Estimate					
QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	DIR-BCDVideo	DIR-BCD-SA-IDRAC-ENT-14G	IDRAC ENTERPRISE FOR 14G SERVERS	\$276.38	\$276.38
1	DIR-BCDVideo	DIR-BCD-SA-BVA-1.6T	1.6T BCD Video Accelerator	\$2,074.64	\$2,074.64
1	DIR-BCDVideo	DIR-BCD208X-PVS-210-48T-8	2U 8-Bay Professional Video Recording Server Dual	\$11,351.78	\$11,351.78
Labor:					
QTY	Description				Ext.Price
1	PROJECTMGR				\$202.01
1	SYSDSIGN				\$167.81
8	SYSTECH				\$1,296.24
Annual Recurring:					
Description					Ext.Price
SecurePlan Premium Service Level Agreement					\$1,560.00
Equipment Subtotal				\$13,702.80	
Labor Subtotal				\$1,666.06	
Misc. Items Subtotal				\$166.67	
Estimate SubTotal				\$15,535.53	
Annual Recurring Subtotal				\$1,560.00	

Investment Summary

Total Equipment	\$13,702.80
Total Labor	\$1,666.06
Total Miscellaneous Items	\$166.67
Total Proposal Amount	\$15,535.53
Annual Recurring	\$1,560.00

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: \$15,535.53

The price above includes: material, equipment and labor as described within this proposal.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Knight Security Systems is hereby authorized to perform the work as specified.

KNIGHT SECURITY SYSTEMS

City of Burleson

By: _____
Signature

ISR

Title

Kevin Cook

Print Name

By: _____
Signature

Title

Print Name

TERMS & CONDITIONS

SEE PURCHASING CONTRACT
DIR-CPO-4494
FOR TERMS AND CONDITIONS.

Web Access:

<https://dir.texas.gov/contracts/dir-cpo-4494>



Proposal: 22649-12-0

City of Burleson Service Center Server

Prepared for:

Hugo Rodriguez

City of Burleson

141 West Renfro Street

Burleson TX, 76028

Prepared by:

Kevin Cook

214-350-1632

kcook@knightsecurity.com

10105 Technology Blvd West

Suite 100

Dallas, TX 75220

Proposal Issued:

5/30/2023

Proposal Valid To:

6/14/2023

DESCRIPTION

CLIENT INFORMATION

Name: City of Burleson

Site

141 West Renfro Street
Burleson, TX 76028

Billing

141 West Renfro Street
Burleson, TX 76028

Contact

Hugo Rodriguez
P (817) 426-9112
E hrodriguez@burlesontx.com

PROJECT NAME: City of Burleson Service Center Server

PROJECT SCOPE OF WORK

City of Burleson is requesting a sever located at the Service Center for its camera recording. This server will be responsible for the cameras at Animal services, Administration, and Water towers. Server will be located in Service center IDF room. City of Burleson will be providing Point to point from towers to IDF room.

- Initial programming will include:
 - Enrolling the cameras and setting up basic motion detection
 - One administrative account
 - One view only account
 - Estimated days of storage 30
 - 1080p at H.264 and 12 IPS
 - Calculations are based on 40% motion detection or event recording

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- Assigning different schedules and access levels to the access control doors
- PoE switches and patch panels
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Network configurations for connection of devices to Customer's network
- Network connection to intrusion panel for monitoring services
- 120VAC by a certified electrician for all security devices where needed
- Installation of conduit with a pull string to security devices where needed

Finance

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

Client Initials: _____

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- An initial investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing Knight's Customer Service Agreement (CSA)
 - An invoice will be generated and forwarded at the project kickoff meeting that is held with the customer. Materials will not be ordered until payment is received.
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Refer to the CSA sections 2A, 2B, and 2C.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional manner. KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix. KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

Rental Equipment

Lift rental is not included in this proposal and shall be provided by the Customer if required.

Testing

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Client Initials: _____

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Training

KSS will provide training for one combined end user training session. The individuals for the system training session will be determined by the Customer. All training for the above mentioned systems to follow the manufacturer guidelines for Customer training. This training will be provided for administrators and users for each system.

Training will include upgrade implementation, system administration, end-user, and reports. The training will be classroom style and will include manuals, training material, and hands on training. Two hours of training are provided with this proposal. Additional training may be provided with additional cost.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in the Customer Service Agreement.
2. This proposal is valid for 30 days. After the 30 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Please allow 4-6 weeks lead time for hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.
6. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Roles & Responsibilities

Essential activities conducted in the course of project by the Customer, Knight Security Systems (KSS), and the General Contractor (GC).

Project Administration Tasks	Customer	KSS	GC
General project management & administration		X	
Designate primary customer point of contact and site supervisor		X	
Host initial site orientation and kick-off meeting	X		
Pre-installation walk-through and design verification	X		
Pre-construction utility assessment	X		

Client Initials:

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System design and engineering		X	
System design and engineering approval	X		
Develop master project schedule		X	
Approval of master project schedule	X		
System design acceptance within overall master plan of larger facility	X		
Provide lists of existing equipment and building drawing backgrounds	X		
Develop and maintain drawings and equipment schedules		X	
Provide written communication regarding work site conditions	X		
Coordinate monthly in-progress reviews for active sites		X	
Change order management		X	

Project Installation Tasks	Customer	KSS	GC
Provide locations for materials staging	X		
Materials pre-installation configuration and delivery		X	
Pre-installation testing of existing equipment		X	
Installation of electric locking hardware		X	
Installation of electric locking mechanism power supplies		X	
Installation of device power supplies		X	
120VAC at each device location where needed	X		
Building penetrations to exterior		X	
Fire partition penetrations and sealing		X	
Installation of conduit to security system devices where needed		X	
Installation of cables to security system devices		X	
Network cables from security system devices to copper patch panels		X	
Patch cables between patch panels and network switches		X	
Create panel, cable, and equipment labeling scheme	X		
Install cable labels per labeling scheme		X	

Network Tasks	Customer	KSS	GC
Rack and rack space for rack mount equipment	X		
Network PoE switches and configuration	X		
Patch panels and uninterruptable power supply	X		
IP address assignment for security system equipment and workstations	X		
Configure client workstations to the security system		X	

Programming Tasks	Customer	KSS	GC
Create custom security system programming matrix		X	
Program initial security system configuration		X	
Import initial cardholder database from Owner provided information	X		
Develop and implement database update procedure	X		

Testing and Acceptance Tasks	Customer	KSS	GC
System test forms and checklists		X	
Full system test		X	
Customer on-site system acceptance	X		
As-built drawings and final engineering document submittal		X	

PROJECT INVESTMENT

9 Cameras

Client Initials:

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QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	DIR-BCDVideo	DIR-BCD-SA-IDRAC-ENT-14G	IDRAC ENTERPRISE FOR 14G SERVERS	\$276.38	\$276.38
1	DIR-BCDVideo	DIR-BCD-SA-BVA-1.6T	1.6T BCD Video Accelerator	\$2,074.64	\$2,074.64
1	DIR-BCDVideo	DIR-BCD208X-PVS-210-48T-8	2U 8-Bay Professional Video Recording Server Dual	\$11,351.78	\$11,351.78

Labor:

QTY	Description	Ext.Price
1	PROJECTMGR	\$185.33
8	SYSTECH	\$1,189.20

Annual Recurring:

Description	Ext.Price
SecurePlan Premium Service Level Agreement	\$1,560.00

Equipment Subtotal	\$13,702.80
Labor Subtotal	\$1,374.53
9 Cameras SubTotal	\$15,077.33
Annual Recurring Subtotal	\$1,560.00

Investment Summary

Total Equipment	\$13,702.80
Total Labor	\$1,374.53
Total Proposal Amount	\$15,077.33
Annual Recurring	\$1,560.00

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$15,077.33**

The price above includes: material, equipment and labor as described within this proposal.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Knight Security Systems is hereby authorized to perform the work as specified.

KNIGHT SECURITY SYSTEMS

City of Burleson

By: _____
Signature

ISR

Title

Kevin Cook

Print Name

By: _____
Signature

Title

Print Name

TERMS & CONDITIONS

SEE PURCHASING CONTRACT
DIR-CPO-4494
FOR TERMS AND CONDITIONS.

Web Access:

<https://dir.texas.gov/contracts/dir-cpo-4494>



Proposal: 22649-14-0

City of Burleson Gates

Prepared for:

Hugo Rodriguez

City of Burleson

725 S John Jones

Burleson TX, 76028

Prepared by:

Kevin Cook

214-350-1632

kcook@knightsecurity.com

10105 Technology Blvd West

Suite 100

Dallas, TX 75220

Proposal Issued:

5/30/2023

Proposal Valid To:

6/14/2023

DESCRIPTION

CLIENT INFORMATION

Name: City of Burleson

Site

725 S John Jones
Burleson, TX 76028

Billing

141 West Renfro Street
Burleson, TX 76028

Contact

Hugo Rodriguez
P (817) 426-9112
E hrodriguez@burlesontx.com

PROJECT NAME: City of Burleson Gates

PROJECT SCOPE OF WORK

City of Burleson is requesting the addition of gates at the Water towers. This is for the Industrial park location.

4 locations are;

~~Hidden Creek; 945 South Dobson Street Burleson TX 76028~~

~~Hulen; 2250 Southwest Hulen Street Burleson TX 76028~~

~~Turkey Peak; 635 Northwest Jayellen Avenue Burleson TX 76028~~

Industrial: 101 Industrial Park Boulevard Burleson TX 76028

All work and warranty performed by Royal Access

Knight requires the city provide power to the gates as well as pathway for internet connection to the building housing the control box on site.

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- Assigning different schedules and access levels to the access control doors
- PoE switches and patch panels
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Network configurations for connection of devices to Customer's network
- Network connection to intrusion panel for monitoring services
- 120VAC by a certified electrician for all security devices where needed
- Installation of conduit with a pull string to security devices where needed

Finance

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- An initial investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing Knight's Customer Service Agreement (CSA)
 - An invoice will be generated and forwarded at the project kickoff meeting that is held with the customer. Materials will not be ordered until payment is received.
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Client Initials: _____

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Refer to the CSA sections 2A, 2B, and 2C.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional manner. KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices

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Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

Rental Equipment

Lift rental is not included in this proposal and shall be provided by the Customer if required.

Testing

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Training

Client Initials: 185

KSS will provide training for one combined end user training session. The individuals for the system training session will be determined by the Customer. All training for the above mentioned systems to follow the manufacturer guidelines for Customer training. This training will be provided for administrators and users for each system.

Training will include upgrade implementation, system administration, end-user, and reports. The training will be classroom style and will include manuals, training material, and hands on training. Two hours of training are provided with this proposal. Additional training may be provided with additional cost.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in the Customer Service Agreement.
2. This proposal is valid for 30 days. After the 30 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Please allow 4-6 weeks lead time for hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.
6. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Roles & Responsibilities

Essential activities conducted in the course of project by the Customer, Knight Security Systems (KSS), and the General Contractor (GC).

Project Administration Tasks	Customer	KSS	GC
General project management & administration		X	
Designate primary customer point of contact and site supervisor		X	
Host initial site orientation and kick-off meeting	X		
Pre-installation walk-through and design verification	X		
Pre-construction utility assessment	X		
System design and engineering		X	
System design and engineering approval	X		
Develop master project schedule		X	
Approval of master project schedule	X		

Client Initials: _____

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System design acceptance within overall master plan of larger facility	X		
Provide lists of existing equipment and building drawing backgrounds	X		
Develop and maintain drawings and equipment schedules		X	
Provide written communication regarding work site conditions	X		
Coordinate monthly in-progress reviews for active sites		X	
Change order management		X	

Project Installation Tasks	Customer	KSS	GC
Provide locations for materials staging	X		
Materials pre-installation configuration and delivery		X	
Pre-installation testing of existing equipment		X	
Installation of electric locking hardware		X	
Installation of electric locking mechanism power supplies		X	
Installation of device power supplies		X	
120VAC at each device location where needed	X		
Building penetrations to exterior		X	
Fire partition penetrations and sealing		X	
Installation of conduit to security system devices where needed		X	
Installation of cables to security system devices		X	
Network cables from security system devices to copper patch panels		X	
Patch cables between patch panels and network switches		X	
Create panel, cable, and equipment labeling scheme	X		
Install cable labels per labeling scheme		X	

Network Tasks	Customer	KSS	GC
Rack and rack space for rack mount equipment	X		
Network PoE switches and configuration	X		
Patch panels and uninterruptable power supply	X		
IP address assignment for security system equipment and workstations	X		
Configure client workstations to the security system		X	

Programming Tasks	Customer	KSS	GC
Create custom security system programming matrix		X	
Program initial security system configuration		X	
Import initial cardholder database from Owner provided information	X		
Develop and implement database update procedure	X		

Testing and Acceptance Tasks	Customer	KSS	GC
System test forms and checklists		X	
Full system test		X	
Customer on-site system acceptance	X		
As-built drawings and final engineering document submittal		X	

PROJECT INVESTMENT

Estimate

Labor:

Client Initials:

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QTY	Description	Ext.Price
1	PROJECTMGR	\$372.52
1	SYSDESIGN	\$778.73

Labor Subtotal	\$1,151.25
Misc. Items Subtotal	\$24,311.93
Estimate SubTotal	\$25,463.18

Investment Summary

Total Equipment	\$0.00
Total Labor	\$1,151.25
Total Miscellaneous Items	\$24,311.93
Total Proposal Amount	\$25,463.18

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$25,463.18**

The price above includes: material, equipment and labor as described within this proposal.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Knight Security Systems is hereby authorized to perform the work as specified.

KNIGHT SECURITY SYSTEMS

City of Burleson

By: _____
Signature

ISR

Title

Kevin Cook

Print Name

By: _____
Signature

Title

Print Name

TERMS & CONDITIONS

SEE PURCHASING CONTRACT
DIR-CPO-4494
FOR TERMS AND CONDITIONS.

Web Access:

<https://dir.texas.gov/contracts/dir-cpo-4494>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

Mobile Communications America

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 goods or services to be provided under the contract.

access, video, intrusion security

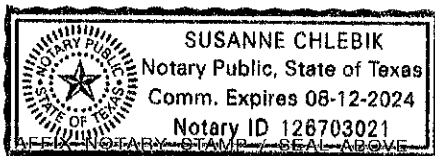
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Troy Berry	Dallas, TX		

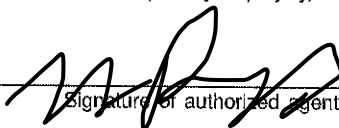
5 Check only if there is NO Interested Party.

☒

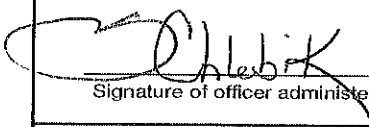
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.




Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the 24 day
of April, 20 23, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Susanne Chlebiak

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: June 5, 2023

SUBJECT:

Consider approval of an Extraterritorial Jurisdiction (ETJ) boundary agreement between the cities of Burleson and Fort Worth, subject to the release of 130.446 acres from Fort Worth's ETJ. (*Staff Contact: Tony McIlwain, Development Services Director*)

SUMMARY:

Staff from the cities of Burleson and Fort Worth have been in discussions regarding the release of 130.446 acres of land located at 9340 FM 1902, for the purposes of roadway improvement and corridor planning. As the city continues to grow, it is strategically beneficial for the city to work collaboratively with TxDOT for roadway improvements. Having the property released from the City of Fort Worth, will allow the City of Burleson greater regulatory authority in this emerging west end corridor.

OPTIONS:

- 1) Approve the ETJ boundary agreement, subject to Fort Worth's release of the subject properties
- 2) Deny the ETJ boundary agreement

RECOMMENDATION:

Staff recommends approval of an Extraterritorial Jurisdiction (ETJ) boundary agreement between the cities of Burleson and Fort Worth, subject to the release of approximately 130.446 acres from Fort Worth's ETJ.

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

None

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684

ETJ Boundary Agreement -Animal Pancakes

Location:

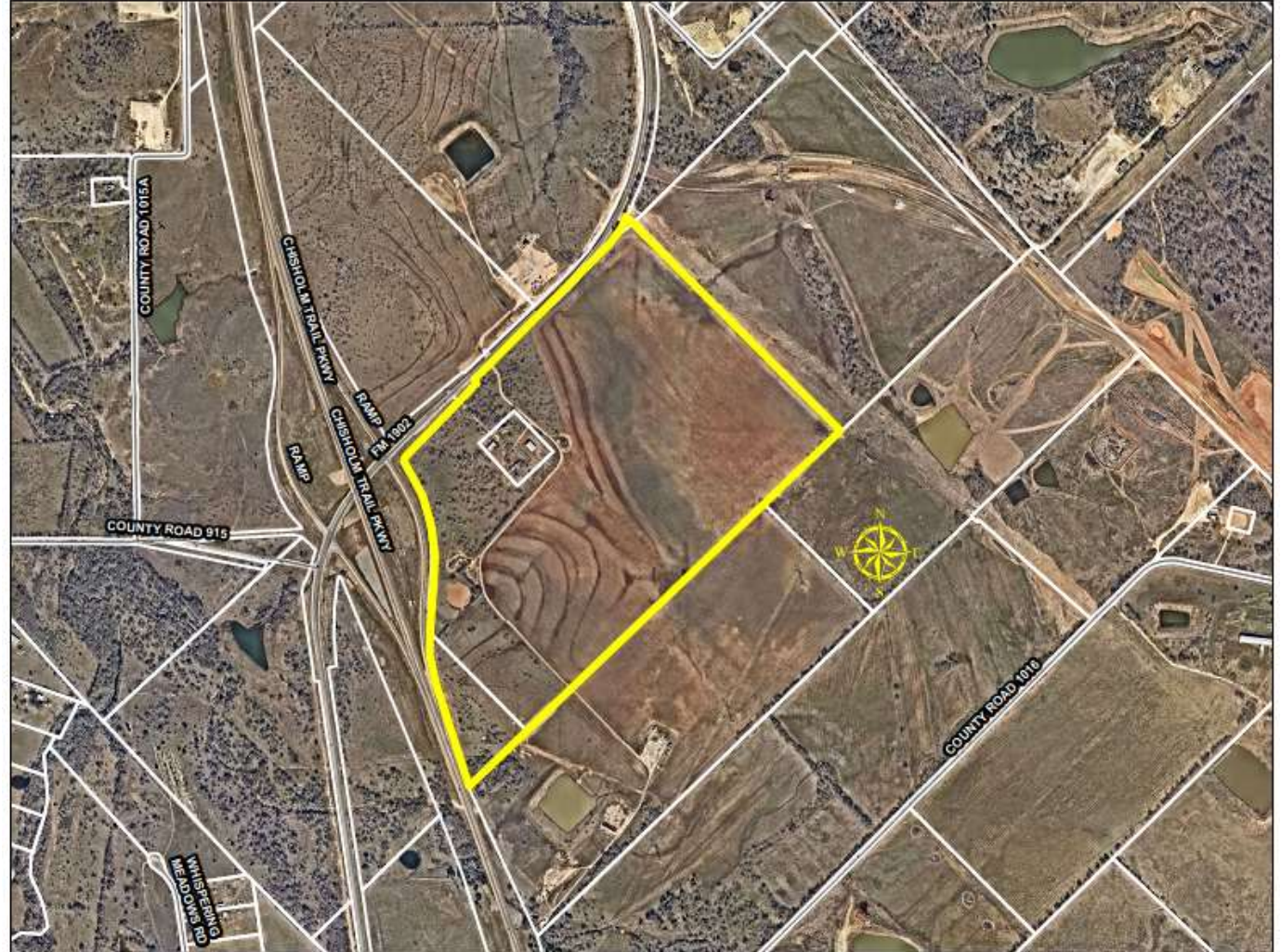
- 130.446 acres of land located at 9340 FM 1902

Applicant:

City of Burleson

Item for approval:

Approve ETJ boundary agreement between the Cities of Burleson and Fort Worth



ETJ Boundary Agreement-Animal Pancakes

- Staff from the cities of Burleson and Fort Worth have been in discussions regarding the release of 130.446 acres of land located at 9340 FM 1902
- As the city continues to grow, it is beneficial for the city to proactively capture strategic sites for the purposes of roadway improvement and corridor planning purposes.
- If property is contained within Burleson's ETJ, it will allow greater regulatory authority in this emerging west-end corridor.



ETJ Boundary Agreement-Animal Pancakes

Staff's Recommendation

- Staff recommends approval of the ETJ boundary agreement.
- If approved, Fort Worth will conduct a subsequent meeting to release the property from their ETJ.
- City's ETJ boundary and map will be amended accordingly.



LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE DENNIS DYKES SURVEY, ABSTRACT NO. 229, JOHNSON COUNTY, TEXAS, BEING A PORTION A TRACT OF LAND CONVEYED TO ANIMAL PANCAKES, LLC, IN THAT DEED RECORDED IN VOLUME 4313, PAGE 277, DEED RECORDS, JOHNSON COUNTY, TEXAS(D.R.J.C.T.), SAID TRACT ALSO BEING A PORTION OF A TRACT OF LAND CONVEYED TO JAMES CLIFTON ARMSTRONG AND DESCRIBED AS TRACT 1 IN THAT DEED RECORDED IN VOLUME 2060, PAGE 282, D.R.J.C.T., TOGETHER WITH A PORTION OF A TRACT OF LAND CONVEYED TO JAMES CLIFTON ARMSTRONG AND DESCRIBED AS TRACT 2 IN THAT DEED RECORDED IN VOLUME 2060, PAGE 282, D.R.J.C.T., AND TOGETHER WITH A PORTION OF A TRACT OF LAND CONVEYED TO JAMES CLIFTON ARMSTRONG AND DESCRIBED AS TRACT 7 IN THAT DEED RECORDED IN VOLUME 2060, PAGE 282, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT, INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24891, D.R.J.C.T., FOR THE MOST EASTERLY CORNER OF SAID TRACT 2 AND FOR THE MOST SOUTHERLY CORNER OF A TRACT OF LAND CONVEYED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-21498, D.R.J.C.T.;

THENCE S 45°42'36" W ALONG SAID NORTHWESTERLY LINE AND THE NORTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO JAMES CLIFTON ARMSTRONG AND DESCRIBED AS TRACT 9 IN THAT DEED RECORDED IN VOLUME 2060, PAGE 282, D.R.J.C.T., A DISTANCE OF 3409.79 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 121 (VARIABLE R-O-W);

THENCE N 19°30'36" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 855.08 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE N 15°52'01" W, A DISTANCE OF 285.81 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1384.22 FEET AND WHOSE LONG CHORD BEARS N 01°27'05" E, 108.66 FEET;

THENCE CONTINUING ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°29'56", AN ARC LENGTH OF 108.69 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE N 03°42'03" E, A DISTANCE OF 189.82 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A TANGENT CURVE TO LEFT WITH A RADIUS OF 1193.78 FEET AND WHOSE LONG CHORD BEARS N 14°57'40" W, 763.99 FEET;

THENCE CONTINUING ALONG SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°19'28", AN ARC LENGTH OF 777.67 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE N 30°38'56" W, A DISTANCE OF 37.19 FEET TO A TXDOT MONUMENT FOUND;

THENCE N 09°24'28" E, A DISTANCE OF 44.37 FEET TO A TXDOT MONUMENT FOUND;

THENCE N 44°08'07" E, A DISTANCE OF 711.93 FEET TO A TXDOT MONUMENT FOUND;

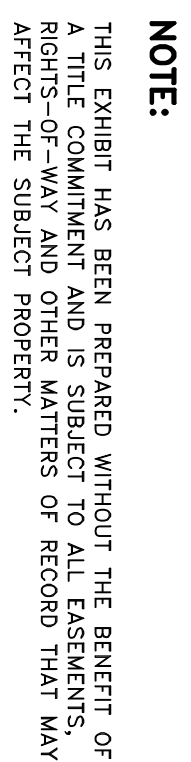
THENCE N 43°29'46" W, A DISTANCE OF 25.47 FEET TO A TXDOT MONUMENT FOUND IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FARM TO MARKET HIGHWAY NO. 1902 (80' R-O-W);

THENCE N 46°16'14" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 912.52 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1948.88 FEET AND WHOSE LONG CHORD BEARS N 36°58'36" E, 645.08 FEET;

THENCE CONTINUING ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°03'10", AN ARC LENGTH OF 648.06 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" FOR THE MOST SOUTHWESTERLY CORNER OF A TRACT OF LAND CONVEYED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-22172, D.R.J.C.T.;

THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE S 43°45'49" E ALONG THE SOUTHWESTERLY LINE OF SAID BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION TRACT, A DISTANCE OF 67.00 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION TRACT AND FOR THE MOST WESTERLY CORNER OF THE AFOREMENTIONED BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION TRACT;

THENCE S 44°44'59" E ALONG THE SOUTHWESTERLY LINE OF SAID BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION TRACT, A DISTANCE OF 2026.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 130.446 ACRES OF LAND, MORE OR LESS.



A TRACT OF LAND SITUATED IN THE DENNIS EVES SURVEY, ABSTRACT NO. 229, JOHNSON COUNTY, MISSOURI, BEING A PORTION OF A TRACT OF LAND CONVEYED TO ANIMAL FARMERS, LLC, IN AND TO BE SHOWN AS A TRACT OF LAND CONVEYED TO ANIMAL FARMERS, LLC, BY DEED DATED 10/25/2006, ABSTRACT NO. 229, JOHNSON COUNTY, MISSOURI, BEING A PORTION OF A TRACT OF LAND CONVEYED TO JAMES CLIFTON ANSTROM AND DESCRIBED AS TRACT 1 IN THAT DEED RECORDED IN VOLUME JAMES CLIFTON ANSTROM AND DESCRIBED AS TRACT 2 IN THAT DEED RECORDED IN VOLUME JAMES CLIFTON ANSTROM AND DESCRIBED AS TRACT 2 IN THAT DEED RECORDED IN VOLUME 2080, PAGE 282, D-0-1-1, AND TOGETHER WITH A PORTION OF A TRACT OF LAND CONVEYED TO JAMES CLIFTON ANSTROM AND DESCRIBED AS TRACT 2 IN THAT DEED RECORDED IN VOLUME 2080, PAGE 282, D-0-1-1, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

[illegible]

THENCE N 19°30.36' W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 855.08 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE N 15°52.01' W, A DISTANCE OF 285.81 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544", AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1384.22 FEET AND WHOSE LONG CHORD BEARS N 01°27'05" E, 108.66 FEET;

THEENCE CONTINUING ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°29'56", AN ARC LENGTH OF 108.69 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THESE CONTINUING ALONG SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 57°19'28", AN ARC LENGTH OF 777.67 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "R/L 5544".

THENCE N 30°38'56" W, A DISTANCE OF 37.19 FEET TO A TXDOT MONUMENT FOUND;
THENCE N 09°24'28" E, A DISTANCE OF 44.37 FEET TO A TXDOT MONUMENT FOUND;

THENCE N 44°08'07" E, A DISTANCE OF 711.93 FEET TO A TXDOT MONUMENT FOUND

THENCE N 43°39'46" W. A DISTANCE OF 25.47 FEET TO A TYPED MONUMENT FOUND IN THE SOUTHEASTERN RIGHT-OF-WAY LINE OF FARM TO MARKET HIGHWAY NO. 1902 (80' R-O-W);

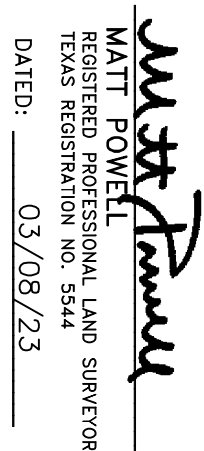
THENCE N 46°16'14" E. ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 912.55 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A NON-ADJACENT CURVE TO THE LEFT WITH A RADIUS OF 1346.88 FEET AND WHOLE LONG CHORD BEARS N 36°38'36" E, 643.08 FEET;

THESE CONTINUING ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 190°31.0". AN ARC LENGTH OF 646.06 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RRLS 5544" FOR THE MOST SOUTHWESTERLY CORNER OF A TRACT OF LAND CONVEYED TO BURLINSON 4A ECONOMIC DEVELOPMENT CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-22172. D.R.J.C.11;

THE NICHES LEANING AND SOUTHEASTERSLY RIGHT-OF-WAY LINE S 43.45 N 49° E, ALONG THE SOUTHEASTERSLY LINE OF SAID BIRLESON 44 ECONOMIC DEVELOPMENT CORPORATION TRACT, A DISTANCE OF 67.00 FEET, $\pm 1/2$ " FROM ROAD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID BIRLESON 44 ECONOMIC DEVELOPMENT CORPORATION TRACT AND FOR THE MOST WESTELY CORNER OF THE FOREMENTIONED BIRLESON 44 ECONOMIC DEVELOPMENT CORPORATION TRACT; THENCE S 44.45 N 39° E ALONG THE SOUTHEASTERSLY LINE OF SAID BIRLESON 44 ECONOMIC DEVELOPMENT CORPORATION TRACT, A DISTANCE OF 2026.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 130.446 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, TEXAS NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.

PREPARED BY ME OR UNDER MY DIRECTION PURSUANT TO 22 TEXAS
ADMINISTRATIVE CODE § 138.95.



AN AERIAL EXHIBIT OF
130.446 ACRES
OF LAND SITUATED IN THE
DENNIS DYKES SURVEY
ABSTRACT NO. 229
JOHNSON COUNTY, TEXAS

CITY OF FORT WORTH ORDINANCE NO. _____
CITY OF BURLESON ORDINANCE NO. _____
JOINT ORDINANCE AND BOUNDARY AGREEMENT

WHEREAS, the City of Burleson (hereinafter called "BURLESON") is a home rule city located in Tarrant and Johnson Counties; and

WHEREAS, the City of Fort Worth (hereinafter called "FORT WORTH") is a home rule city located in Tarrant, Wise, Parker, Johnson and Denton Counties; and

WHEREAS, FORT WORTH shares extraterritorial jurisdiction ("ETJ") boundaries with BURLESON; and

WHEREAS, BURLESON has approached FORT WORTH regarding a large tract of land located within FORT WORTH's ETJ (the "Animal Pancakes Tract") (depicted on Exhibit "A") with a corridor improvement plan, and with a request that FORT WORTH release its ETJ within the Animal Pancakes Tract to BURLESON; and

WHEREAS, FORT WORTH agrees that it would promote orderly development to release the 130.446 acres of the Animal Pancakes Tract located in its current ETJ to BURLESON; and

WHEREAS, BURLESON agrees to accept the Animal Pancakes Tract that FORT WORTH will release from its ETJ; and

WHEREAS, FORT WORTH and BURLESON desire to adjust the boundary between the ETJ of the two cities to promote orderly development to ensure public safety and effective delivery of municipal services; and

WHEREAS, Section 42.023 of the Texas Local Government Code authorizes a municipality to reduce its ETJ by ordinance approved by its governing body; and

WHEREAS, Section 43.015 of the Texas Local Government Code authorizes adjacent municipalities to make mutually agreeable changes to their boundaries that are less than 1,000 feet in width.

NOW, THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH AND THE CITY COUNCIL OF THE CITY OF BURLESON:

SECTION 1.

Pursuant to Sections 42.023 and 43.015 of the Texas Local Government Code, FORT WORTH agrees to release and hereby releases the 130.446 acre Animal Pancakes Tract located in FORT WORTH's ETJ, as depicted and described in Exhibit

“A”, for the sole benefit of BURLESON, and BURLESON hereby agrees to accept the tract into its ETJ.

SECTION 2.

This ordinance shall be cumulative of all provisions of the ordinances of the Cities of BURLESON and FORT WORTH, 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.

SECTION 3.

It is hereby declared to be the intention of the City Councils of BURLESON and FORT WORTH 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 without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

The Cities of BURLESON and FORT WORTH do hereby covenant and agree to protect, preserve and defend the herein described boundary adjustments. Should any other municipality successfully claim a superior right to the ETJ relinquished herein by FORT WORTH, the relinquishment shall be null and void.

SECTION 5.

The Cities of BURLESON and FORT WORTH agree and ordain that the adoption by both cities of this Joint Ordinance and Boundary Agreement, and the boundary change resulting from this Agreement does not mitigate, diminish or lessen in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations or extraterritorial jurisdiction claims made by the other party.

SECTION 6.

This Joint Ordinance and Boundary Agreement shall become effective and shall become a binding agreement upon the Cities of BURLESON and FORT WORTH by the adoption of same in regular open city council meetings of the Cities of BURLESON and FORT WORTH.

SECTION 7.

The Mayor of each city shall execute this Joint Ordinance and Boundary Agreement, upon adoption by both cities, in duplicate originals.

PASSED AND APPROVED by the City Council of the City of Fort Worth on this ____ day of _____, 2023.

Mayor

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

City Secretary

PASSED AND APPROVED by the City Council of the City of Burleson on this
____ day of _____, 2023.

Chris Fletcher, Mayor
City of Burleson

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor Jr., City Attorney

[illegible]

BASIS OF BEARINGS:
 BASE OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, TEXAS
 NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.

SURVEYOR'S CERTIFICATE:
PREPARED BY ME OR UNDER MY SUPERVISION PURSUANT TO 22 TEXAS
ADMINISTRATIVE CODE § 125.05.



John F. Powell
JOHN F. POWELL
SHERIFF, CLACK COUNTY, WASH. COUNTY
CLACK COUNTY, WASH. COUNTY
DATE: 03/08/83



NOTE:
THIS EXHIBIT HAS BEEN PREPARED WITHOUT THE BENEFIT OF
A TITLE COMMITMENT AND IS SUBJECT TO ALL EASEMENTS,
RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD THAT MAY
AFFECT THE SUBJECT PROPERTY.

AN AERIAL EXHIBIT OF
130.446 ACRES
OF LAND SITUATED IN THE
DENNIS DYKES SURVEY
ABSTRACT NO. 229
JOHNSON COUNTY, TEXAS

DEPARTMENT MEMO

City Council

DEPARTMENT: Public Works
FROM: Eric Oscarson, Public Works Director
MEETING: June 5, 2023

SUBJECT:

Consider approval of a contract for the purchase of a replacement fleet vehicle with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$87,494.89. *(Staff Contact: Eric Oscarson, Public Works Director)*

SUMMARY:

The Public Works Department is responsible for the maintenance and overall lifecycle management of the City's fleet. Replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs from exceeding the capital dollars saved by extending vehicle replacement. Indirect or "hidden" costs associated with delayed asset replacement include:

- Reduced employee efficiency and lost productivity.
- Increased fleet size to compensate for higher out of service rates
- Increased accident rates or liability exposure.

Given this, along with the fiscal magnitude and operational importance of the City of Burleson's vehicles and equipment, Equipment Services staff use a scorecard evaluation with six criteria including Age, Miles/Hours, Type of Service, Reliability, Maintenance and Repair Costs, as well as Condition. This method effectively determines the optimal time vehicles and/or equipment should be replaced. According to the City's Equipment Replacement Policy, assets will be replaced with a total score of 21 or higher.

The Approved Replacement Policy allows for discretion by the Fleet Manager to replace or retain items outside of the scorecard system. This asset belonging to the Fire Department has been evaluated by the Director of Public Works over Equipment Services and based on available data this asset has been deemed in need of replacement due to a totaled insurance claim.

On March 23, 2023, while responding to a call, the Fire Department's Battalion Tahoe asset was struck on the passenger side causing the vehicle to roll over and hit another vehicle. The result of the accident has caused extreme cosmetic and mechanical damage; the cost to repair the damage exceeds the value of the vehicle and it is not economically feasible to proceed with repairs.

The table below indicates the vehicle to be replaced.

Vehicle	Replacements Cost
<i>Fire Department</i>	
Chevrolet Tahoe (Unit 727)	\$ 69,305.00
Paint	\$ 8,672.68
Decals	\$ 1,563.13
10% Contingency	\$ 7,954.08
Grand Total	\$ 87,494.89

The total costs associated with this proposed purchase is \$87,494.89, which includes a 10% contingency fee. The vehicle does come in white and needs to be painted "Fire Red" as this option is not available from the dealer. These costs are not planned expenditures, however; funding the replacement will be withdrawn from the Equipment Replacement Fund budget. The fund will be reimbursed when the insurance payment is received. Total replacement costs will be off-set with contributions that have already been contributed to the ERF for this asset. Any additional funds not reimbursed to the ERF will result in an increase in contributions to future replacement of this asset. Staff is recommending purchasing all equipment utilizing the BuyBoard Purchasing Cooperative.

Staff reached out to other vendors to obtain comparison quotes. The quote that we have received proved Caldwell Chevrolet to be the best value. Staff has been requesting the remaining quotes for over one month by sending regular emails and making more than a dozen phone calls, we have not received responses to these communications.

OPTIONS:

- 1) Approve a contract for the purchase of a replacement fleet vehicle with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$87,494.89.
- 2) Deny a contract for the purchase of a replacement fleet vehicle with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$87,494.89.

RECOMMENDATION:

Approve a contract for the purchase of a replacement fleet vehicle with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$87,494.89.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Governmental Equipment Replacement Fund

Full Account #s: 6021302-71001

Amount: \$87,494.89

Project (if applicable):

Financial Considerations:

STAFF CONTACT:

Name: Eric Oscarson
Department: Public Works
Email: eoscarson@burlesontx.com
Phone: 817-426-9837

FLEET VEHICLE CALDWELL
Fiscal Year 2023



WHEN WE REPLACE ASSETS

Introduction

- The Equipment Services Division of Public Works is responsible for Vehicle and Equipment Purchases along with the continuing Maintenance and Repair of all assets during their life cycle with the City.
- During the budget process Equipment Services provides a list of Assets that have been identified as in need of replacement for the following Fiscal Year along with a multi year projection.
- Departments that plan to ask for additional vehicles or equipment are provided design assistance as well as quotes from Equipment Services for their Supplemental requests.
- A scoring system of 6 criteria provides staff information to consider when recommending retention or replacement of assets.
- The scoring system includes:

Age	Reliability	Usage
Type of Service	Condition	Maintenance Cost



WHEN WE REPLACE ASSETS

Why Are All Vehicles Not Replaced At One Time

In most instances, the Equipment Services Division strives to replace / purchase all equipment and new vehicles at one time. Due to several factors, Staff anticipate replacing / purchasing equipment / vehicles throughout the year. Factors include but are not limited to:

- Availability of vehicles on Dealership Lots
- Purchasing from different vendors / cooperatives to ensure best pricing
- Lead time to receive the vehicle
- Ability of vendor to provide a final price quote
- Original vehicle selection not available - finding a suitable alternative
- Replacement of vehicle due to a totaled accident insurance claim



REASON FOR REPLACEMENT

Total Loss Insurance Claim

On March 23, 2023, while responding to a call, the Fire Department's Battalion Tahoe asset was struck on the passenger side causing the vehicle to roll over and hit another vehicle

- No major injuries to were sustained in the accident
- The result of the accident has caused extreme cosmetic and mechanical damage; the insurance company considers the vehicle as Totaled and not repairable.
- An insurance claim has been submitted and we are currently waiting reimbursement
- The Equipment Replacement Fund (ERF) will be used to fund the new asset and funding will be replaced with the insurance payment



FLEET EQUIPMENT PURCHASES

Fire Department - BuyBoard

- FY 2023 Fleet Equipment Purchases
- Replacement Fleet Vehicle

Fire Department

Chevrolet Tahoe (Battalion Unit 727)

- Caldwell Chevrolet with CAP Fleet Upfit \$69,305.00
- S&A Collision to re-paint to COB Fire Red \$8,672.68
 - Vehicle comes white and needs to be painted Fire Red. Fire Red is not available off the lot.
- KMP Graphics package installation \$1,563.13
- 10% Contingency (If Needed) \$7,954.08

Sub-Total - \$87,494.89



***Staff anticipate the delivery of vehicles in late fall of 2023**

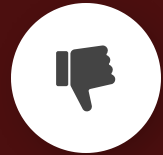
OPTIONS

RECOMMEND APPROVAL



APPROVE BUYBOARD CONTRACT

Consider approval of a contract for the purchase of a replacement fleet vehicles with Caldwell Country Chevrolet through the BuyBoard Cooperative in the amount of \$87,494.89



DENY BUYBOARD CONTRACT



Vehicle Quote

Quote No.: DL 220612
Exp. Date: May 6, 2023

Prepared for: Burleson, City of
Burleson TX.
Finis Gee
fgee@burlesontx.com

NAME	PRICE	QTY	SUBTOTAL
2023 Chevrolet Tahoe SSV 4x4	\$51,500.00	1	\$51,500.00
Color: Red MY2023			



Upfit Equipment	\$15,680.00	1	\$15,680.00
CAPQ - 106059			
Floor Plan Interest	\$1,200.00	1	\$1,200.00
Delivery	\$525.00	1	\$525.00
COOP Fee	\$400.00	1	\$400.00
			\$69,305.00

Discount \$0.00

Buy Board 601-19

Tax \$0.00

Total \$69,305.00

****PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED****



Quote

Date **11/1/2022**
Quote # **CAPQ-106059**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address

BURLESON, CITY OF
141 W Renfro St, Burleson, Texas 76028 United States

Ship To:

BURLESON, CITY OF
Finis Gee
141 W Renfro St, Burleson, Texas 76028 United States

Salesperson:	Carlo Di Ganci
Email:	
Contact Name:	

Year:	2023
Make:	Chevrolet
Model:	TAHOE PPV

Job Description: BUILD AND INSTALL BAILMENT SSV FOR FIRE

Quote Summary

Per Vehicle Subtotal	\$15,680.00
Per Vehicle Tax	\$0.00
Per Vehicle Total	\$15,680.00

# Vehicles Quoted	1
-------------------	---

Grand Total \$15,680.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.
ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X _____ Date: / /

Quote

Date **11/1/2022**
Quote # **CAPQ-106059**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
1		Notes: WILL NEED DRIVER SIDE LED SPOTLIGHT
CAR		
1	T152	ROCKFORD FOSGATE T152 POWER 5.25" 2-WAY FULL-RANGE SPEAKER (PAIR) Notes: CONNECT TO RADIO, MOUNT ON HEADLINER, CENTERLINE BETWEEN FRONT SEATS
CONSOLE/MDT		
1	PP-2021-TAH-FS	(PP-2021-TAH-FS) 2021-2022 CHEVY TAHOE FULL SIZE CENTER CONSOLE
1	C-EB25-XTL-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 2.5' MOUNTING SPACE; FITS MOTOROLA XTL2500; XTL5000-05; APX7500 Location/Order : 1
2	MMBP	MAGNETIC MIC KIT Notes: MUST BE GROUNDED ON BOTH, SCAN FEATURE WILL BE USED ON BOTH RADIOS
1	RAM-HOL-TABL20U	UNPKD RAM TAB-LOCK IPAD AIR W/ CASE
1	RAM-B-101U-C	UNPKD. RAM MNT. W/2 2 1/2" BASES & C ARM
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 4" MOUNTING SPACE; FITS WHELEN CENCOM CCSRN; CCSRNTA; MPC03 Location/Order : 2
ELECTRONICS		
1	90503	Survivor - IEC Type A (120V) AC/12V DC - Orange Notes: 1 ON FRONT CONSOLE
1	AP-CG-Q-S22-BL	ANTENNA PLUS ANTENNA - THREADED BOLT - BLACK 15' CABLES - 1 LTE (SMA M) - 1 GNSS (SMA M)
1	091-11-12	AUTO CHARGE 11
1	091-55-20-120-BK	SUPER 20 AUTO EJECT W/BLACK COVER
1	32575	450-470 PHANTOM ANTENNA BLACK; MODEL # TRAB4503
1	338265	3/4 IN MOUNT 25 FT RG58/U MINI-UHF LOOSE
1	HKN4192C	MOTOROLA 20FT 12V POWER CABLE TO BATTERY
1	HKN6168B	Remote Head Cable for Motorola
1	HKN6188B	RADIO REMOUNT HEAD POWER CABLE
1	HLN7002A	ASSY: KIT, HARDWARE, TRUNNION HARDWARE
1	C29SP-5SJ	CS29 CABLE 5M SMA PLG TO SMA JACK
1	C23FP-5SP	FME(M)-SMA(M) 5M CS23
EMERGENCY LIGHTING		
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : PB - FRONT CENTER Notes: MOUNT ON GRILLE GUARD
1	SAK1	SA-315 MOUNT KIT UNIVERSAL
1	CHWLUNI	WCX LOW FREQ SIREN AMP UNIV MT
6	M4D	M4 LED FLASHER WHITE/RED

Quote

Date **11/1/2022**
Quote # **CAPQ-106059**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
		Mounting Location : O - OTHER - SEE NOTES Notes: 2 ON FRONT OF GRILL GUARD, 1 OVER EACH WHEEL WELL
2	M4K	M4 LED FLASHER AMBER/RED Mounting Location : LP1 - SURFACE MOUNT - DS - VERT Notes: 1 EACH SIDE OF REAR LIC PLT ON HATCH
2	VTX9D	VERTEX SUPER-LED DUO RED/WHT Mounting Location : T - TAILLIGHTS Notes: TAILLIGHTS
4	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Notes: 2 ON INSIDE HATCH, 2 OVER REAR CARGO AREA ON 3WAY TOGGLES
1	RPWS54-KIT	ION REAR PILLAR WC SOLO TAHOE
1	07-26K067-0230	BRACKET MTG DRVR TOP BLACK
1	07-26K067-1230	BRACKET MTG PASS TOP BLACK
1	07-26K096-0230	BRACKET MTG DRVR CENTER
1	07-26K096-1230	BRACKET MTG PASS CENTER
1	07-26K101-0230	BRACKET MTG DRVR BOTTOM
1	07-26K101-1230	BRACKET MTG PASS BOTTOM
1	11-488814-L000	HOUSING DRVR REAR PILLAR
1	11-488814-R000	HOUSING PASS REAR PILLAR
6	I3JA	TRIO ION R/B W/ AMB OVERRIDE Wiring Instructions : INCLUDED IN KIT ; WIRE SOLO Notes: TOP AND BOTTOM FLASH RED AMBER IN THE MIDDLE POSITION
1	LGYCD54CORE-DD	54" DUO LEGACY FULLY POPULATED W/CLEAR LENSES (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE RED/WHITE FRONT; RED/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K*; SA315U SPEAKER; SAK*; STPKT*
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : PB - FRONT CENTER Notes: MOUNT ON GRILLE GUARD
1	EB2SP3R	LEGACY WCX 54" D/D/D/D PROMO; W/CLEAR LENSES
1	C399	CENCOM CORE WCX CONTROL CENTER
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD
1	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD
1	STPKT101	LIGHTBAR STRAP KIT #101
1	SAK1	SA-315 MOUNT KIT UNIVERSAL
1	C399K6	OBD II CANPORT KIT TAHOE/SUB
1	HWLRB32	HOWLER BKT 21 TAHOE
2	SWITCH	LIGHTED ROCKER SWITCH Notes: REAR AREA DOME LIGHTS- ON/OFF/ON
EXTERIOR		
1	RNHGGC21SBL1	2021+ TAHOE LEGEND GRILLE GUARD

Quote

Date **11/1/2022**
Quote # **CAPQ-106059**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
OTHER		
1	KD-FHLP-6-SFPHS	ZICO 1066 KNOCK-DOWN BRACKET W/LOW PROFILE HIGH CYCLE CLIPS BACKPLATE, SHORT FOOTPLATE & PHS STRAP, 6.1" TO 6.9" DIAMETER CYLINDER - N/A

QTY	Part #	Description
1	LABOR	LABOR
1	SHIPPING	SHIPPING
1	DEALER	DEALER PREP
1	PDKIT	POWER DISTRIBUTION KIT
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)
1	PROGFEE	PROGRAMMING FEE
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY
1	WIRING HARNESS	WIRING HARNESS
1	SHOP SUPPLIES	SHOP SUPPLIES

QTY	Make	Model	Used
1	Cradlepoint	IBR900-1200M-B	<input type="checkbox"/>

KMP Graphics Inc.
105 Black Jack lane
Burleson, TX 76028

Estimate

DATE	ESTIMATE NO.
5/3/2023	15848

NAME / ADDRESS
City of Burleson - Fire Department 141 West Renfro Street Burleson, Texas 76028

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT
	Net 30	5/4/2023	K		
QTY	DESCRIPTION			COST	TOTAL
92	Burleson Fire/ EMS 2023 Tahoe Fire EMS on back 22.3" x 3.3" qty 1 3M Reflective ZA0096 (IJ680CR-10 with upgraded adhesive per KMP Graphics Specifications) with 3M 8518 Laminate including installation at KMPG Shop (priced per square inch)			0.221	20.33T
64	Logo on back 7.7" x 7.6" qty 1 3M Reflective ZA0096 (IJ680CR-10 with upgraded adhesive per KMP Graphics Specifications) with 3M 8518 Laminate including installation at KMPG Shop (priced per square inch)			0.221	14.14T
2,352	Step up Stripe 41.8" x 27.4" qty 2 3M Reflective ZA0096 (IJ680CR-10 with upgraded adhesive per KMP Graphics Specifications) with 3M 8518 Laminate including installation at KMPG Shop (priced per square inch)			0.221	519.79T
1,936	Straight Stripe 120" x 7" qty 2 3M Reflective ZA0096 (IJ680CR-10 with upgraded adhesive per KMP Graphics Specifications) with 3M 8518 Laminate including installation at KMPG Shop (priced per square inch)			0.221	427.86T
680	Cab Door Logos 19" x 16" qty 2 3M Reflective ZA0096 (IJ680CR-10 with upgraded adhesive per KMP Graphics Specifications) with 3M 8518 Laminate including installation at KMPG Shop (priced per square inch)			0.221	150.28T
1,638	Chevron for Rear 62" x 25" qty 1 3M Reflective ZA0096 (IJ680CR-10 with upgraded adhesive per KMP Graphics Specifications) with 3M 8518 Laminate including installation at KMPG Shop (priced per square inch)			0.22636	370.78T
Estimate valid for 30 days.				TOTAL	

Phone #	Fax #	E-mail
817-295-5565	None	Keith.Kelly@KMPGraphics.com

KMP Graphics Inc.
 105 Black Jack lane
 Burleson, TX 76028

Estimate

DATE	ESTIMATE NO.
5/3/2023	15848

NAME / ADDRESS
City of Burleson - Fire Department 141 West Renfro Street Burleson, Texas 76028

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT
	Net 30	5/4/2023	K		
QTY	DESCRIPTION			COST	TOTAL
1	Reflective strips added to the inside door edges of all vehicle doors as well as additional reflective striping added to the underside of the trunk lid to help protect officers while along the side of the road after dark. All estimates are valid for 30 days. Please contact us if you need additional time or a re-quote after 30 days. NOTE - This estimate is based on current graphics scheme. The department is considering changing this scheme which would result in a requote and the price changing accordingly. Sales Tax			59.95	59.95T
				0.00	0.00T
				0.00	0.00
					\$1,563.13
Estimate valid for 30 days.				TOTAL \$1,563.13	

Phone #	Fax #	E-mail
817-295-5565	None	Keith.Kelly@KMPGraphics.com

S & A COLLISION

2204 FM 731, BURLESON, TX 76028
Phone: (817) 447-6635

Workfile ID:
PartsShare:

8db901e0
7hg536

Preliminary Estimate**Customer: Burleson, City of****Job Number:**

Insured: Burleson, City of
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Burleson, City of

Inspection Location:
S & A COLLISION
2204 FM 731
BURLESON, TX 76028
Repair Facility
(817) 447-6635 Business

Insurance Company:

Vin for estimate only!

VEHICLE

2023 CHEV Tahoe Premier 4D UTV 8-5.3L Gasoline Direct Injection

VIN: 1GN5CSKD8PR116359
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:

Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers

Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Heated Steering Wheel
Climate Control
Dual Air Condition
Navigation System

Backup Camera
Parking Sensors
Surround View Camera
Remote Starter
Home Link

RADIO

AM Radio

FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Premium Radio
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps
Positraction
Blind Spot Detection

Lane Departure Warning

SEATS

Bucket Seats
Leather Seats
Heated Seats
Rear Heated Seats
Ventilated Seats
Power Third Seat

WHEELS

20" Or Larger Wheels

PAINT

Clear Coat Paint

OTHER

Signal Integrated Mirrors

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps
Power Trunk/Liftgate

Preliminary Estimate

Customer: Burleson, City of

Job Number:

2023 CHEV Tahoe Premier 4D UTV 8-5.3L Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2		O/H bumper assy				3.8	
3	R&I	R&I bumper cover				Incl.	
4	<>	Refn Bumper cover w/frt park assist w/o hand free					3.3
5		FRONT LAMPS					
6	R&I	RT Headlamp assy				0.5	
7	R&I	LT Headlamp assy				0.5	
8		HOOD					
9	R&I	R&I hood assy				0.6	
10	Refn	Hood					3.2
11		Overlap Major Non-Adj. Panel					-0.2
12	#	Add for underside		1			1.5
13		FENDER					
14	R&I	RT R&I fender assy				2.0	
15	Refn	RT Fender					2.2
16		Overlap Major Adj. Panel					-0.4
17	R&I	LT R&I fender assy				2.0	
18	Refn	LT Fender					2.2
19		Overlap Major Adj. Panel					-0.4
20		ROOF					
21	Refn	Roof panel w/o luggage rails					5.4
22		Overlap Major Non-Adj. Panel					-0.2
23		PILLARS, ROCKER & FLOOR					
24	Refn	RT Uniside assy			s		8.0
25		Overlap Major Adj. Panel					-0.4
26	Refn	LT Uniside assy			s		8.0
27		Overlap Major Adj. Panel					-0.4
28		FRONT DOOR					
29	R&I	RT R&I door assy				1.2	
30	Refn	RT Door shell w/o body side moldings					2.1
31		Overlap Major Adj. Panel					-0.4
32	R&I	LT R&I door assy				1.2	
33	Refn	LT Door shell w/o body side moldings					2.1
34		Overlap Major Adj. Panel					-0.4
35	R&I	RT Belt molding chrome				0.3	
36	R&I	LT Belt molding chrome				0.3	
37	R&I	RT Upper molding chrome				0.2	
38	R&I	LT Upper molding chrome				0.2	
39	R&I	RT R&I mirror				0.4	
40	R&I	LT R&I mirror				0.4	

Preliminary Estimate

Customer: Burleson, City of

Job Number:

2023 CHEV Tahoe Premier 4D UTV 8-5.3L Gasoline Direct Injection

41	R&I	RT Door glass GM Tahoe	0.5	
42	R&I	LT Door glass GM Tahoe	0.5	
43	R&I	RT Handle, outside w/chrome	0.4	
44	R&I	LT Handle, outside w/chrome	0.4	
45	R&I	RT R&I trim panel	0.4	
46	R&I	LT R&I trim panel	0.4	
47	REAR DOOR			
48	R&I	RT R&I door assy	1.2	
49	Refn	RT Door shell w/o body side moldings		2.1
50		Overlap Major Adj. Panel		-0.4
51	R&I	LT R&I door assy	1.2	
52	Refn	LT Door shell w/o body side moldings		2.1
53		Overlap Major Adj. Panel		-0.4
54	R&I	RT Belt molding chrome	0.3	
55	R&I	LT Belt molding chrome	0.3	
56	R&I	RT Upper molding chrome	0.2	
57	R&I	LT Upper molding chrome	0.2	
58	R&I	RT Door glass GM w/o privacy tint	0.5	
59	R&I	LT Door glass GM w/o privacy tint	0.5	
60	*	R&I RT Handle, outside w/chrome	0.4	
61	*	R&I LT Handle, outside w/chrome	0.4	
62	R&I	RT R&I trim panel	0.4	
63	R&I	LT R&I trim panel	0.4	
64	QUARTER PANEL			
65	R&I	RT Qtr glass GM, w/o glass breakage sensor w/o privacy tint	2.0	
66	R&I	LT Qtr glass GM, w/o glass breakage sensor w/o privacy tint	2.0	
67	LIFT GATE			
68	R&I	R&I liftgate assy	1.4	
69	Refn	Lift gate		2.4
70		Overlap Major Adj. Panel		-0.4
71	R&I	R&I spoiler	0.5	
72	Refn	Spoiler		1.4
73		Overlap Major Non-Adj. Panel		-0.2
74	R&I	Applique panel type 1	0.5	
75	Refn	Applique panel type 1		1.6
76	R&I	Upper gate trim black	0.3	
77	R&I	Lift gate glass GM w/o privacy tint	1.6	
78	REAR BUMPER			
79		O/H bumper assy	3.2	
80	R&I	R&I bumper cover	Incl.	

Preliminary Estimate

Customer: Burleson, City of

Job Number:

2023 CHEV Tahoe Premier 4D UTV 8-5.3L Gasoline Direct Injection

81	<>	Refn	Bumper cover	3.0
82			Overlap Major Non-Adj. Panel	-0.2
83			Clear Coat	2.5
84	#	Refn	Addl time for inside of doors and liftgate	7.5
SUBTOTALS				0.00 33.7 56.2

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					0.00
Body Labor	33.7 hrs	@		\$ 60.00 /hr	2,022.00
Paint Labor	56.2 hrs	@		\$ 60.00 /hr	3,372.00
Paint Supplies	63.1 hrs	@		\$ 48.00 /hr	3,028.80
Subtotal					8,422.80
Sales Tax	\$ 3,028.80	@		8.2500 %	249.88
Grand Total					8,672.68

MyPriceLink Estimate ID / Quote ID:

1073257512481857536 /

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Caldwell Country Chevrolet
Caldwell, TX United States

Certificate Number:
2023-1025330

Date Filed:

05/24/2023

Date Acknowledged:

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

City of Burleson

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

#601-19

Purchase of Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	KNAPP, Averyt	Caldwell, TX United States	X	
	SLATER, Ryan	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Kaybee Nelson, and my date of birth is 06/10/1998.

My address is PO BOX 27 Caldwell TX 77836 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Burleson County, State of Texas, on the 24 day of May, 20 23.
(month) (year)

Kaybee Nelson
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Legal Department

FROM: Justin Scharnhorst, Assistant to the City Manager

MEETING: June 5, 2023

SUBJECT:

Consider approval of an interlocal agreement with the City of Midlothian for cooperative purchasing between the cities that will allow among other cooperative purchases, utilization of an existing City of Midlothian agreement with Bound Tree Medical, LLC for EMS supplies. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)

SUMMARY:

The purpose of this action is to request approval of an interlocal agreement with the City of Midlothian to give staff another avenue to use resources through existing contracts, leveraging economies of scale to find the best value for goods and services for the City of Burleson. There is no cost associated with this agreement. This agreement simply allows the City to purchase equipment and services through pre-negotiated contracts with the City of Midlothian and vice versa.

The City of Burleson is currently requesting the use of a contract the City of Midlothian negotiated with Bound Tree Medical, LLC for EMS supplies.

OPTIONS:

- 1) Approve as presented
- 2) Deny

RECOMMENDATION:

Approve as presented

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Justin Scharnhorst

Assistant to the City Manager

jscharnhorst@burlesontx.com

817-426-9646



Interlocal Agreement

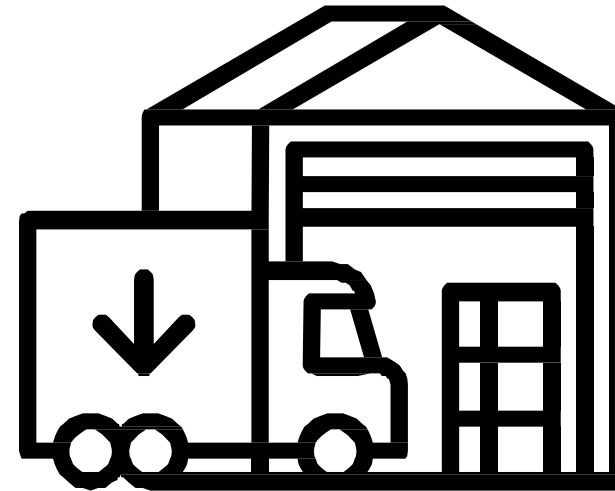
City Council Presentation

June 5, 2023

Interlocal Agreements



Cooperative agreements between two entities for the utilization of existing contracts to achieve a mutual cost benefit.



Leverage economies of scale to achieve the best value available.



There are no cost with entering into a interlocal agreement.



Summary

An Interlocal Agreement with the City of Midlothian would allow the City of Burleson to utilize an existing agreement with Bound Tree Medical, LLC for EMS supplies that the City of Midlothian competitively bid.

Interlocal Agreements are mutually beneficial, and are utilized to take advantage of existing bids and decreases purchasing time.

Staff recommends approval of an Interlocal Agreement with the City of Midlothian.

Requested Action



Approve
Approve Interlocal
Agreement with the City of
Midlothian



Deny
Deny Interlocal
Agreement with the City
of Midlothian

Staff recommends approval

STATE OF TEXAS
COUNTY OF ELLIS

§
§
§

INTERLOCAL COOPERATION AGREEMENT

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

RECITALS:

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

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

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

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

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

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

ARTICLE I PURPOSE

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

ARTICLE II TERM

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

ARTICLE III TERMINATION

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

ARTICLE IV PURCHASING

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

ARTICLE V MISCELLANEOUS

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

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

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

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

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

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

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

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

EXECUTED this _____ day of _____, 2023.

CITY OF MIDLOTHIAN, TEXAS

By: _____
CHRIS DICK, CITY MANAGER

ATTEST:

By: _____
CITY SECRETARY

EXECUTED this 5th day of June 2023.

CITY OF BURLESON, TEXAS

By: _____
TOMMY LUDWIG, INTERIM CITY MANAGER

ATTEST:

By: _____
CITY SECRETARY

DEPARTMENT MEMO

City Council

DEPARTMENT: Public Works

FROM: Eric Oscarson, Public Works Director

MEETING: June 5, 2023

SUBJECT:

Consider approval of a contract for the purchase of replacement fleet equipment with Turf & Soil Management through the BuyBoard Cooperative in the amount of \$105,950.68. *(Staff Contact: Eric Oscarson, Public Works Director)*

SUMMARY:

The Public Works Department is responsible for the maintenance and overall lifecycle management of the City's fleet. Replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs from exceeding the capital dollars saved by extending vehicle replacement. Indirect or "hidden" costs associated with delayed asset replacement include:

- Reduced employee efficiency and lost productivity.
- Increased fleet size to compensate for higher out of service rates
- Increased accident rates or liability exposure.

Given this, along with the fiscal magnitude and operational importance of the City of Burleson's vehicles and equipment, Equipment Services staff use a scorecard evaluation with six criteria including Age, Miles/Hours, Type of Service, Reliability, Maintenance and Repair Costs, as well as Condition. This method effectively determines the optimal time vehicles and/or equipment should be replaced. According to the City's Equipment Replacement Policy, assets will be replaced with a total score of 21 or higher.

The Approved Replacement Policy allows for Discretion by the Fleet Manager to replace or retain items outside of the scorecard system. These assets have been evaluated by the Director of Public Works over Equipment Services and based on available data these items have been deemed in need of replacement. All other equipment has met replacement criteria.

The table below indicates the list of Athletic Fields, Hidden Creek Golf Course and Parks Maintenance Equipment to be replaced.

Equipment	Replacements Cost
<i>Athletic Fields</i>	
713 Zero-Turn Mower 72" Deck	\$ 14,184.00
726 Zero-Turn Mower 72" Deck	\$ 14,184.00
<i>Hidden Creek Golf Course</i>	
1507 Top Dresser	\$ 18,170.80
1508 Turbine Blower	\$ 10,445.00
<i>Parks Maintenance</i>	
571 Zero-Turn Mower 52" Deck	\$ 10,967.00
724 Zero-Turn Mower 72" Deck	\$ 14,184.00
725 Zero-Turn Mower 72" Deck	\$ 14,184.00
10% Contingency	\$ 9,631.88
Grand Total	\$ 105,950.68

The total costs associated with this proposed purchase are \$96,318.80, which includes a 10% contingency of \$9,631.88 for a total of \$105,950.68. These costs are planned expenditures, but our over budget based on the Equipment Replacement Fund contributions. However, there are sufficient funds in the ERF to support the additional costs. Staff recommends purchasing all equipment utilizing the BuyBoard Purchasing Cooperative.

Staff reached out to other vendors to obtain comparison quotes. The quotes that we have received proved Deere and Company to be the best value. Staff has been requesting the remaining quotes for over one month by sending regular emails and making more than a dozen phone calls, we have not received responses to these communications.

OPTIONS:

- 1) Approval of a contract for the purchase of replacement fleet equipment with Turf & Soil Management through the BuyBoard Cooperative in the amount of \$105,950.68.
- 2) Deny a contract for the purchase of replacement fleet equipment with Turf & Soil Management through the BuyBoard Cooperative in the amount of \$105,950.68.

RECOMMENDATION:

Approve a contract for the purchase of replacement fleet equipment with Turf & Soil Management through the BuyBoard Cooperative in the amount of \$105,950.68.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Proprietary Equipment Replacement Fund

Full Account #s: 6031302-71001

Amount: \$31,477.38

Project (if applicable):

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

Financial Considerations:

Budgeted Y/N: Y

Fund Name: Governmental Equipment Replacement Fund

Full Account #s: 6021302-71001

Amount: \$74,473.30

Project (if applicable):

Financial Considerations:

STAFF CONTACT:

Name: Eric Oscarson

Department: Public Works

Email: eoscarson@burlesontx.com

Phone: 817-426-9837

EQUIPMENT REPLACEMENT

Fiscal Year 2023



WHEN WE REPLACE ASSETS

Introduction

- The Equipment Services Division of Public Works is responsible for Vehicle and Equipment Purchases along with the continuing Maintenance and Repair of all assets during their life cycle with the City.
- During the budget process Equipment Services provides a list of Assets that have been identified as in need of replacement for the following Fiscal Year along with a multi year projection.
- Departments that plan to ask for additional vehicles or equipment are provided design assistance as well as quotes from Equipment Services for their Supplemental requests.
- A scoring system of 6 criteria provides staff information to consider when recommending retention or replacement of assets.
- The scoring system includes:

Age	Reliability	Usage
Type of Service	Condition	Maintenance Cost

WHEN WE REPLACE ASSETS

Why Are All Vehicles Not Replaced At One Time

In most instances, the Equipment Services Division strives to replace / purchase all equipment and vehicles at one time. Due to several factors, Staff anticipate replacing / purchasing equipment / vehicles throughout the year. Factors include but are not limited to:

- Availability of vehicles on Dealership Lots
- Purchasing from different vendors / cooperatives to ensure best pricing
- Lead time to receive the vehicle
- Ability of vendor to provide a final price quote
- Original vehicle selection not available - finding a suitable alternative



FLEET EQUIPMENT PURCHASES

Athletics Fields, Hidden Creek Golf Course, Parks Maintenance - BuyBoard

Athletics Fields

Zero-Turn Mower 72" Deck (Unit 713 Replacement) - \$14,184.00

Zero-Turn Mower 72" Deck (Unit 726 Replacement) - \$14,184.00

Hidden Creek Golf Course

Top Dresser (Unit 1507 Replacement) - \$18,170.80

Turbine Blower (Unit 1508 Replacement) - \$10,445.00

Parks Maintenance

Zero-Turn Mower 52" Deck (Unit 571 Replacement) - \$10,967.00

Zero-Turn Mower 72" Deck (Unit 724 Replacement) - \$14,184.00

Zero-Turn Mower 72" Deck (Unit 725 Replacement) - \$14,184.00

10% Contingency \$9,631.88

*This equipment was approved in the FY2023 Equipment Replacement Budget Process

Total Equipment Amount Budgeted - \$84,210.90

Total Equipment Cost - \$96,318.80

Contingency - \$9,631.88

Total - \$105,950.68

FY23 ERF Fund Balance has sufficient funds to fund the additional costs



HOW WE PURCHASE

Purchasing

- We recommend purchasing Turn-Key from Cooperative Contracts
- The overall objective of Cooperative contracts is to provide a mechanism for all local governments in Texas to pool their collective purchasing power and save funding. The Cooperative evaluates vendor proposals on the basis of best value to the Cooperative members
- When using the turn-key process, City Staff are in control of the build before the quote is generated. This ensures that we are getting a budget quote that will be very close to the purchasing price
- The turn-key process delivers a unit ready to get working upon delivery
- To ensure that the quoted BuyBoard pricing is fair and competitive, City Staff reached out to three (3) equipment dealerships in the DFW area. Staff received three (3) responses and is proceeding with the most economically feasible bid.



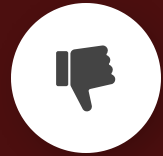
OPTIONS

RECOMMEND APPROVAL



APPROVE BUYBOARD CONTRACT

Consider approval of a contract for the purchase of replacement fleet equipment with Turf and Soil Management through the BuyBoard Cooperative in the amount of \$105,950.68.



DENY BUYBOARD CONTRACT



Equipment Quotation



Date: 3/28/2023

Invoice to:

Hidden Creek Golf Course
Bryan Woolard
555 E Hidden Creek Pkwy
Burleson, texas 76028

Ship to:

Hidden Creek Golf Course
Bryan Woolard
555 E Hidden Creek Pkwy
Burleson, texas 76028

Qty	Manufacturer	Model	Description	Price Each	Price Extended
1	TurfTime	GT100E	Base Unit: 13 HP Honda Engine Driven Hydraulics with remote start and spinner/belt on/off switch .75 Cu. Yd. Struck Level, 1.25 Cu. Yd.	\$16,970.80	\$16,970.80
1		FRT	Estimated Inbound Freight	\$1,200.00	\$1,200.00
				Total	\$18,170.80
1	Buffalo Blower	BT-CKB6	Cyclone KB6 Debris Blower with Heavy Duty Air Cleaner, Maintenance Meter, ECH749-3135 Kohler Engine and Wireless Remote w/throttle and Auto Nozzle Position System EPA Certified	\$9,695.00	\$9,695.00
1		FRT		\$750.00	\$750.00
				Total	\$10,445.00

F.O.B.: Destination

Taxes: Price Quoted Excludes Sales/Use Taxes

Delivery: 3-4 Weeks

Warranty: Manufacturers' Stated

Payment: City PO

Thank you for the opportunity to provide the enclosed equipment quotation. After your review, and if you have any questions, please feel free to call on me. We look forward to servicing your turf equipment needs.

Best regards,

Mike Epps

Mike Epps
VP/Commercial Service
T&S Management, LLC
817-307-8906
mepps@turfandsoil.net

Customer Acceptance

Name

Title

Date



Exclusive South Central US Distributor for Baroness

Equipment Quotation

Invoice to:

Tray Gee
 City of Burleson Parks Department
 1011 Mitchell Lane
 Burleson, Texas 76028
 817-426-9838

Ship to:

Tray Gee
 City of Burleson Parks Department
 1011 Mitchell Lane
 Burleson, Texas 76028
 817-426-9838



Date: 5/2/2023

Turf and Soil Management, LLC
 4531 South I-35W
 Alvarado, Texas 76009
 (817)854-1210
 www.turfandsoil.net

Mike Epps
 Vice President
 T&S Management, LLC
 Cell: 817-307-8906
 mepps@turfandsoil.net

Quote pricing is valid for 30 days.

Qty	Manufacturer	Model	Description	Price Each	Total
2	SPARTAN	SSXD172999KX	SRT XD Series, Suspension Seat/Full Beam Light Kit 72" Kaw FX 1000E, 38.5hp, HTG 16cc	\$12,584.00	\$25,168.00
2	SPARTAN	422-0054-00	24 X12-12 Rear Tweel, (Set of 2)	\$800.00	\$1,600.00
2	SPARTAN	423-0002-00	13X6.50-6 Front Tweel, (Set of 2)	\$310.00	\$620.00
2	SPARTAN	493-0083-00	Front Suspension Fork w/Fender	\$490.00	\$980.00
1	SPARTAN	SSXDE54730KT	SRT XD Series, Suspension Seat/Full Beam Light Kit 54" Kawasaki FT730, HTJ 12cc	\$9,367.00	\$9,367.00
1	SPARTAN	422-0054-00	24 X12-12 Rear Tweel, (Set of 2)	\$800.00	\$800.00
1	SPARTAN	423-0002-00	13X6.50-6 Front Tweel, (Set of 2)	\$310.00	\$310.00
1	SPARTAN	493-0083-00	Front Suspension Fork w/Fender	\$490.00	\$490.00

Sub Total \$39,335.00

Sales Tax 8.25% \$0.00

Final Total \$39,335.00

Customer Acceptance

F.O.B. Destination

Taxes: Price Quoted Includes Sales/Use Taxes

Delivery: 10 Days ARO

Warranty: Manufacturers' Stated

Name

Title



Terms: Net Tenth Prox

Date

Equipment Quotation

Invoice to:

Tray Gee
City of Burleson Parks Department
1011 Mitchell Lane
Burleson, Texas 76028
817-426-9838

Ship to:

Tray Gee
City of Burleson Parks Department
1011 Mitchell Lane
Burleson, Texas 76028
817-426-9838



Date: 5/2/2023

Turf and Soil Management, LLC
4531 South I-35W
Alvarado, Texas 76009
(817)854-1210
www.turfandsoil.net

Mike Epps
Vice President
T&S Management, LLC
Cell: 817-307-8906
mepps@turfandsoil.net

Quote pricing is valid for 30 days.

Qty	Manufacturer	Model	Description	Price Each	Total
2	SPARTAN	SSXD172999KX	SRT XD Series, Suspension Seat/Full Beam Light Kit 72" Kaw FX 1000E, 38.5hp, HTG 16cc	\$12,584.00	\$25,168.00
2	SPARTAN	422-0054-00	24 X12-12 Rear Tweel, (Set of 2)	\$800.00	\$1,600.00
2	SPARTAN	423-0002-00	13X6.50-6 Front Tweel, (Set of 2)	\$310.00	\$620.00
2	SPARTAN	493-0083-00	Front Suspension Fork w/Fender	\$490.00	\$980.00

Sub Total	\$28,368.00
Sales Tax 8.25%	\$0.00
Final Total	\$28,368.00

Customer Acceptance

F.O.B. Destination

Taxes: Price Quoted Includes Sales/Use Taxes

Delivery: 10 Days ARO

Warranty: Manufacturers' Stated

Terms: Net Tenth Prox

Name

Title

Date



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1025276

Date Filed:
05/24/2023

Date Acknowledged:

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

Turf and Soil Management
Alvarado, 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.

611-20
Equipment Sales, Contract Services, Repair and Maintenance,

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.

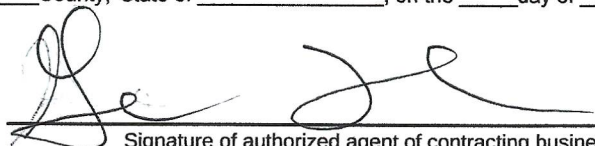
**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

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

MEETING: June 5, 2023

SUBJECT:

Consider approval of a permanent easement and right-of-way to Oncor Electric Delivery Company, LLC, located at approximately 720 W County Road 714, and authorize the Interim City Manager to execute the easement on behalf of the City. *(Staff Contact: Errick Thompson, Deputy Public Works Director)*

SUMMARY:

Oncor Electric Delivery Company, LLC (Oncor) is currently constructing a new electric substation located southeast of SW Wilshire Blvd. (SH 174) within the proposed Bear Ridge residential development. This new substation is needed to support expected growth in the area. Oncor plans to install a new wooden pole approximately 50 feet tall with down guy wires for tension purposes within the proposed easement which will connect to the new substation. Oncor has obtained an easement and right-of-way from three private property owners as well as BISSD for the purpose of the new electric distribution line.

The proposed easement is located on City of Burleson park property just north of County Road 714 and southeast of Oncor's existing transmission line. The easement is approximately 0.014 acres. A new, separate easement is required to achieve the required distance to comply with safety requirements between the existing transmission and proposed distribution lines.

The Parks Department staff has reviewed the proposed easement's location and worked with Oncor's designers to minimize removal of brush and small trees in the area. The proposed easement will not impact the existing bike trails or any future programming of the area.

OPTIONS:

- 1) Approve a permanent easement and right-of-way to Oncor Electric Delivery Company, LLC, located at approximately 720 W County Road 714, and authorize the Interim City Manager to execute the easement on behalf of the City.
- 2) Deny a permanent easement and right-of-way to Oncor Electric Delivery Company, LLC, located at approximately 720 W County Road 714, and authorize the Interim City Manager to execute the easement on behalf of the City.

RECOMMENDATION:

Approve a permanent easement and right-of-way to Oncor Electric Delivery Company, LLC, located at t approximately 720 W County Road 714, and authorize the Interim City Manager to execute the easement on behalf of the City.

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

None

FISCAL IMPACT:

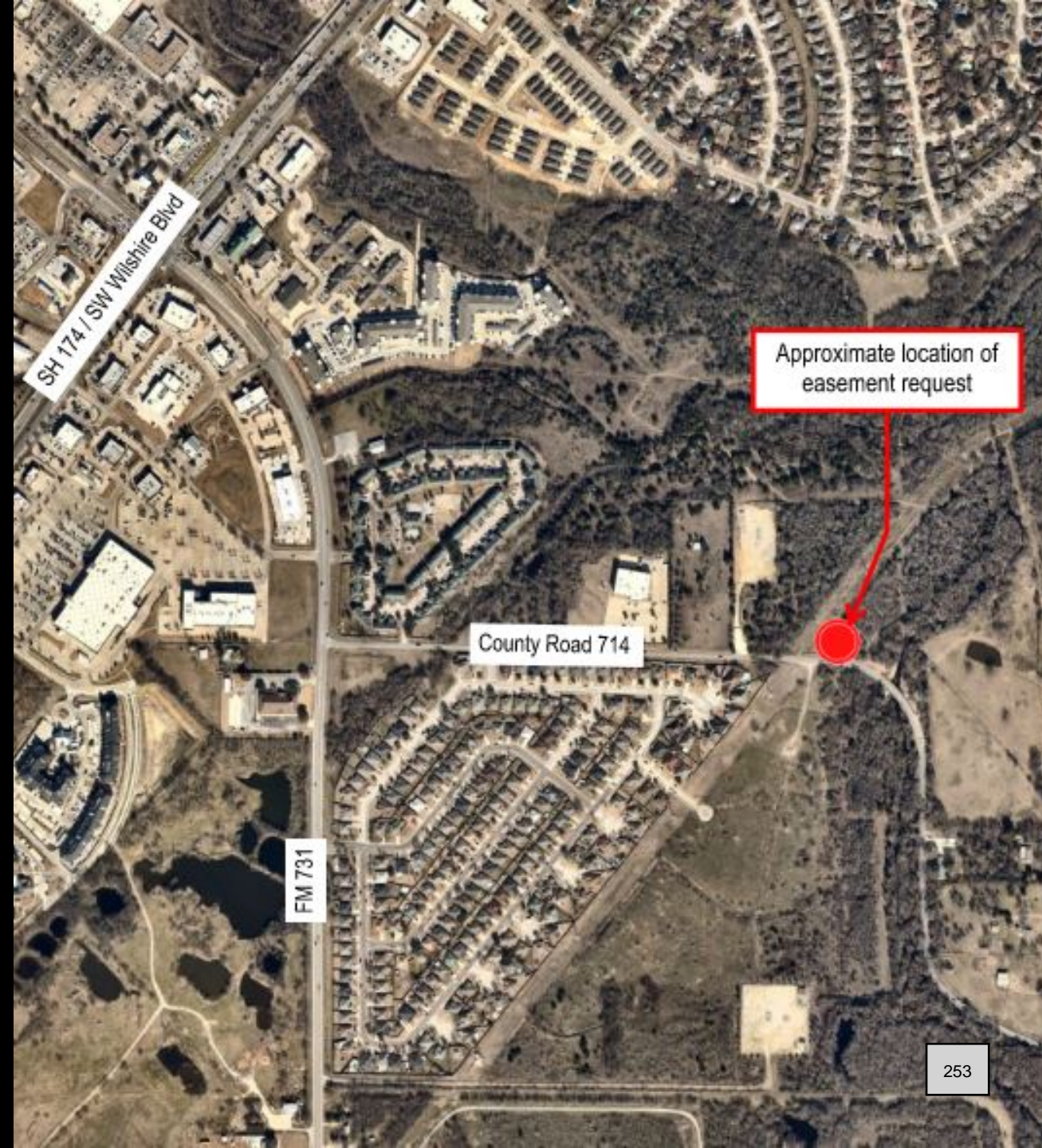
None

STAFF CONTACT:

Errick Thompson, P.E.
Public Works Deputy Director
ethompson@burlesontx.com
817-426-9610

ONCOR ELECTRIC DELIVERY, LLC

Proposed Permanent Electric
Easement Dedication request



REQUEST

PROPOSED 0.014 ACRE ELECTRIC EASEMENT

- NEW ONCOR SUBSTATION UNDER CONSTRUCTION TO SUPPORT EXPECTED GROWTH
- NEW DISTRIBUTION LINE FROM NEW SUBSTATION TO CR 714 - WILL SUPPORT ADDITIONAL INFRASTRUCTURE AS GROWTH CONTINUES
- THREE PRIVATE PROPERTY OWNERS AND BISD HAVE GRANTED AN ELECTRIC EASEMENT FOR NEW LINE



REQUEST

PROPOSED 0.014 ACRE ELECTRIC EASEMENT

- LOCATED NORTH OF CR 714 AND SOUTHEAST OF EXISTING ELECTRIC EASEMENT
- APPROXIMATELY 50 FOOT TALL WOODEN POLE WITH DOWN GUY WIRE FOR TENSION/ANCHORING
- PARKS STAFF REVIEWED AND WORKED WITH ONCOR DESIGNERS FOR LOCATION TO MINIMIZE VEGETATION REMOVAL (SMALL BUSHES AND SAPLINGS IMPACTED)
- NO EXISTING BIKE TRAILS OR FUTURE PARK PROGRAMING WILL BE IMPACTED



OPTIONS



Approve a request for a permanent electric easement to Oncor Electric Delivery Company, LLC, located at approximately 720 W County Road 714, and authorize the City Manager to execute the easement on behalf of the City Council



Deny a request for a permanent electric easement to Oncor Electric Delivery Company, LLC, located at approximately 720 W County Road 714, and authorize the City Manager to execute the easement on behalf of the City Council



ER#:

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2023.

Grantor: City of Burleson

By: _____

Printed Name: Tommy Ludwig
Title: Interim City Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Tommy Ludwig, as the Interim City Manager of the **City of Burleson**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2023.

Notary Public in and for the State of Texas

EXHIBIT "A"



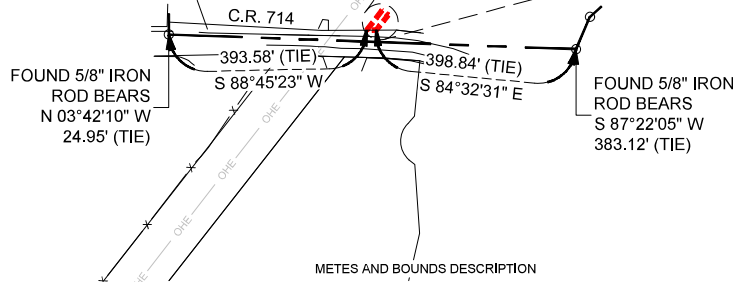
CITY OF BURLESON
INSTRUMENT NO. 2017-23306
O.P.R.J.C.T

SECTION 1145
B.B.B. & C. RR. CO. SURVEY
ABSTRACT NO. 98
JOHNSON COUNTY, TEXAS

- LEGEND**
- PROPERTY LINE
 - OHE OVERHEAD ELECTRIC
 - PROPOSED ELECTRIC EASEMENT
 - EXISTING PIPELINE
 - X FENCE LINE
 - POWER POLE
 - FOUND MONUMENT
 - CALCULATED CORNER
 - BEARING CHANGE

PROPOSED ELECTRIC EASEMENT
AREA = 659 SQUARE FEET
(0.015 ACRES)

ELECTRIC EASEMENT BEARING & DISTANCE TABLE		
LINE #	BEARING	DISTANCE
L1	N 38°05'32" E	49.89'
L2	S 51°54'28" E	15.00'
L3	S 38°05'32" W	38.02'
L4	S 89°44'22" W	19.13'



BEING A PROPOSED ELECTRIC EASEMENT SITUATED IN A TRACT OF LAND AS DESCRIBED IN A DEED TO THE CITY OF BURLESON, RECORDED IN INSTRUMENT NO. 2017-23306 IN THE OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS, SECTION 1145, B.B.B. & C. RR. CO. SURVEY, ABSTRACT NO. 98, JOHNSON COUNTY, TEXAS. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (N:6872538.03, E:2326507.89) IN THE SOUTH BOUNDARY LINE OF SAID TRACT OF LAND IN SAID SECTION 1145, FROM WHICH THE CALCULATED SOUTHWEST CORNER OF SAID TRACT OF LAND BEARS S 88°45'23" W, A DISTANCE OF 393.58 FEET (TIE), FROM WHICH A FOUND 5/8" IRON ROD BEARS N 03°42'10" W, A DISTANCE OF 24.95 FEET (TIE);

THENCE N 38°05'32" E, A DISTANCE OF 49.89 FEET TO A POINT;

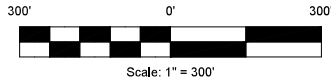
THENCE S 51°54'28" E, A DISTANCE OF 15.00 FEET TO A POINT;

THENCE S 38°05'32" W, A DISTANCE OF 38.02 FEET TO A POINT, FROM WHICH THE CALCULATED SOUTHEAST CORNER OF SAID TRACT BEARS S 84°32'31" E, A DISTANCE OF 398.84 FEET (TIE), FROM WHICH A FOUND 5/8" IRON ROD BEARS S 87°22'05" W, A DISTANCE OF 383.12 FEET (TIE);

THENCE S 89°44'22" W, A DISTANCE OF 19.13 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING A TOTAL OF 659 SQUARE FEET OR 0.015 ACRES IN SAID SECTION 1145.

THE POINT OF BEGINNING IS LOCATED APPROXIMATELY 2 MILES
NORTHWEST OF BRIAROAKS, TEXAS



NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202). ALL BEARINGS AND DISTANCES SHOWN ARE GRID.
2. LATITUDE & LONGITUDE ARE NAD 83 DECIMAL GEOGRAPHIC.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 16173



TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181



05/30/2023

CLYDE C. LUNSFORD III TEXAS R.P.L.S. NO. 6506 DATE

S25 NEW BUILD ALONG T-LINE

WO #20504631

CITY OF BURLESON

PROPOSED ELECTRIC EASEMENT

SITUATED IN
SECTION 1145
B.B.B. & C. RR. CO. SURVEY
ABSTRACT NO. 98
JOHNSON COUNTY, TEXAS



DRAWN BY: AVP/MAC

DATE: 05/23/2023

CHECKED BY: CL

DATE: 05/23/2023

SCALE: 1"=300'

PAGE 1 OF 1

DWG. NO.

16173_05.00_SEC 1145

REV.

0

City Council Regular Meeting

DEPARTMENT: Fire/EMS

FROM: K.T. Freeman, Fire Chief

MEETING: June 5, 2023

SUBJECT:

Consider approval of a contract with Motorola Solutions, Inc. through a cooperative purchasing agreement with the City of Fort Worth for the purchase of 23 Motorola APX Next XE portable radios, associated equipment, services, and subscriptions in the amount not to exceed \$188,650.71 (Staff Contact: K.T. Freeman, Fire Chief)

SUMMARY:

Burleson Fire/EMS system has been using Motorola portable radios since 2009. However, these radios have reached the end of their lifespan, and in a matter of time replacement parts and servicing will become unavailable. Additionally, the main radio infrastructure operated through Johnson County has been experiencing frequent outages. For example, the Johnson County radio system lacks redundancy, meaning there is no radio backup system in case of a failure. Most recently, the Johnson County primary radio system failed during a weather event while Burleson firefighters were dispatched to simultaneous reported structure fires caused by lightning strikes. Upon arrival at each incident fire crews were faced with fire conditions that required aggressive interior fire attack operations without the benefit of any of the primary radio channels working. The lack of the ability to receive and transmit vital communication during emergency operations, places our firefighters in an unacceptable and increased risk to injury.

The Burleson public safety radio system has a limited-capacity backup system with only three channels and is used when the primary system is down and is only accessible to Burleson Public Safety Personnel. Although available, during interior fire operations it is not prudent to expect or plan for fire crews to successfully switch to our back up system. In other words, our back up provides value when the primary system is down, however it is not seamless during operations, and does not have interoperability capabilities between Burleson units and surrounding mutual aid providers.

In order to immediately address the unreliability of the primary radio system and to provide more robust seamless redundant backup capabilities, Burleson Fire/EMS is requesting an upgrade to the Motorola APX Next XE portable radio by purchasing 23 units and associated charging equipment and First Net Services. This new radio has all the features of our current radios and includes a redundant system that utilizes cellular technology. During radio system outages, the APX Next XE radio seamlessly transfers operations to the cellular system, ensuring

uninterrupted communication. This upgrade not only provides our firefighters with some of the most reliable advanced communication technology, it will allow seamless interoperability with all Johnson County ESD units, in addition to Fort Worth Fire Department units, since both organizations have begun transitioning their respective departments to the Motorola's APX Next XE portable radio. Funding for the purchase of this request is through ARPA funding contained within the Fire Departments current FY 22/23 budget.

OPTIONS:

- 1) Approve request as submitted
- 2) Approve request with modifications
- 3) Deny request

RECOMMENDATION:

Staff recommends approval of request as submitted

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

N/A

FISCAL IMPACT:

Operating Budget 1012201 70025

STAFF CONTACT:

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



Motorola Portable Radio APX Next XE

CITY COUNCIL PRESENTATION

JUNE 5, 2023

Radio System Challenges

- Radio System has recently began experiencing outages on a regular basis
- Fire Department has immediate need to replace all portable radios assigned to each apparatus i.e. (each fire fighter will have the capability to use next generation enhanced portable radios with cellular back up capabilities)
- Current Radios are at the end of life and need to be upgraded. This purchase will upgrade 23 portable radios addressing immediate needs for the backup capability
- Additional 8 Next Generation portable radios needed next budget cycle to serve as backup units (Approx cost \$65K)
- Burleson Back-Up Radio system is limited to only 3 channels to operate on



SmartConnect

APX NEXT portable radio is the next-generation radio for first responders to access and act on information while maintaining focus in critical situations. The portable radios are equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities. These radios will incorporate into the current system while also adding a smart connect feature through cellular capabilities





BURLESON, CITY OF
APX Next XE QTY23
03/28/2023

Highlights

- Smart Connect – Cellular back-up (Automatically & seamlessly transitions to cellular service if primary system fails)
- Maintain all radio channels on cellular back-up
- Smart Programming – Radios can now be remotely configured saving man hours and fuel
- New radios work within our current system and continues to work with our mutual/aid partners
- Fort Worth is transitioning to APX Next XE radios
- Burleson has a contract with the City of Fort Worth to fix and program radios as needed through their radio shop
- Radios are Bluetooth enabled and work with newly purchased SCBA facepieces

Pricing Summary

	List Price	Contract Price
Upfront Costs for Hardware, Accessories and Implementation, plus Subscription Fee	\$308,984.61	\$185,612.10
Year 2 Subscription Fee	\$2,506.08	\$1,519.30
Year 3 Subscription Fee	\$2,506.08	\$1,519.30
Grand Total System Price	\$313,996.77	\$188,650.71

ARPA Funding for 23 Portable Radios
Lead time is 5-6 months



Council Action Requested

Approve

- Staff recommends approval of this purchase using existing ARPA funding
- Not to exceed \$188,650.71



Questions Comments



BURLESON, CITY OF

APX Next XE QTY23

05/10/2023

05/10/2023

BURLESON, CITY OF
141 W RENFRO ST
BURLESON, TX 76028

RE: Motorola Quote for APX Next XE QTY23
Dear Jake Hopps,

Motorola Solutions is pleased to present BURLESON, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BURLESON, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jonathan Castilaw at jonathancastilaw@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jonathan Castilaw
Account Executive

Motorola Solutions Manufacturer's Representative

Billing Address:
BURLESON, CITY OF
141 W RENFRO ST
BURLESON, TX 76028
US

Shipping Address:
BURLESON, CITY OF
1131 SW WILSHIRE
BURLESON, TX 76028
US

Quote Date:05/10/2023
Expiration Date:07/09/2023
Quote Created By:
Jonathan Castilaw
Account Executive
jonathancastilaw@callmc.com
469-263-5292

End Customer:
BURLESON, CITY OF
Jake Hopps
jhopps@burlesontx.com
(817) 426-9186

Contract: 50054 - FORT WORTH TX

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT XE MULTI					
1	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE	23		\$8,241.00	\$4,812.74	\$110,693.02
1a	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	23		\$28.00	\$16.35	\$376.05
1b	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	23		\$770.00	\$449.68	\$10,342.64
1c	BD00001AA	ADD: CORE BUNDLE	23		\$3,106.00	\$1,813.90	\$41,719.70
1d	H499KC	ENH: SUBMERSIBLE (DELTA T)	23		Included	Included	Included
1e	H38DA	ADD: SMARTZONE OPERATION	23		Included	Included	Included
1f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	23		Included	Included	Included
1g	QA09028AA	ADD: VIQI VC RADIO OPERATION	23		Included	Included	Included
1h	Q629BD	ENH: AES ENCRYPTION AND ADP	23		Included	Included	Included
1i	QA03399AK	ADD: ENHANCED DATA	23		Included	Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	Q387CB	ADD: MULTICAST VOTING SCAN	23		Included	Included	Included
1k	QA00580BA	ADD: TDMA OPERATION	23		Included	Included	Included
1l	QA09001AM	ADD: WIFI CAPABILITY	23		Included	Included	Included
1m	Q361CD	ADD: P25 9600 BAUD TRUNKING	23		Included	Included	Included
1n	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	23		\$0.00	\$0.00	\$0.00
1o	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO+	23		-\$300.00	-\$300.00	-\$6,900.00
1p	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO+	23		-\$56.00	-\$56.00	-\$1,288.00
1q	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	23		\$0.00	\$0.00	\$0.00
1r	H637AB	ADD: RADIO CENTRAL PROGRAMMING PROMO CARVE OUT+	23		-\$32.04	-\$32.04	-\$736.92
2	NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	23		\$284.35	\$213.26	\$4,904.98
3	SSV01P01407B	SMARTPROGRAMMING PROMO+	23	1 YEAR	\$75.00	\$75.00	\$1,725.00
4	SSV01P01406A	SMARTCONNECT PROMO+	23	1 YEAR	\$75.00	\$75.00	\$1,725.00
5	SSV01P01476A	SMARTLOCATE PROMO+	23	1 YEAR	\$75.00	\$75.00	\$1,725.00
6	SSV01P01902A	SMARTMAPPING PROMO+	23	1 YEAR	\$75.00	\$75.00	\$1,725.00
7	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	23	1 YEAR	\$56.00	\$56.00	\$1,288.00
8	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
9	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10	LSV00Q00202A	DEVICE PROGRAMMING	23		\$100.00	\$100.00	\$2,300.00
11	LSV01S03446A	APX NEXT DMS ESSENTIAL	23	3 YEARS	\$230.76	\$102.05	\$2,347.15
12	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO	23	1 YEAR	\$32.04	\$32.04	\$736.92
13	LSV01S03082A	RADIOCENTRAL PROGRAMMING	23	2 YEARS	\$64.08	\$64.08	\$1,473.84
14	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
15	PMMN4137A	XVE500 REMOTE SPEAKER MICROPHONE, HIGH IMPACT GREEN, NO CHANNEL KNOB	23		\$642.60	\$481.95	\$11,084.85
16	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC- CHARGER	3		\$1,420.20	\$1,136.16	\$3,408.48

Grand Total **\$188,650.71(USD)**

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$308,984.61	\$185,612.10
Year 2 Subscription Fee	\$2,506.08	\$1,519.30
Year 3 Subscription Fee	\$2,506.08	\$1,519.30
Grand Total System Price	\$313,996.77	\$188,650.71

Notes:

- Additional information is required for one or more items on the quote for an order.

+ Promotional pricing for 1 year Application Service trial.



Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband



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network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

SmartProgramming

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

SmartMapping

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

DEPARTMENT MEMO

DEPARTMENT: City Secretary's Office

FROM: Amanda Campos

MEETING: June 5, 2023

SUBJECT:

Consider approval of a minute order appointing voting membership of the Mayor's Youth Council to service terms commencing June 6, 2023. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*

SUMMARY:

Council is being asked to approve a minute order appointing four (4) new members to fill unexpired terms for 2022-2024, appoint eight (8) new members to serve terms 2023-2025, five (5) reappointments to serve terms 2023-2025, and appoint one (1) new member as an alternate. The Mayor's Youth council consists of 25 voting youth members, 3 adult voting members, and various city staff and community members. Youth between the ages of 13-19 who reside in the City of Burleson apply for these positions and are selected through a lottery process.

The Mayor's Youth Council is charged with identifying key community issues that face Burleson youth and advising the City Council on youth-related matters. The board focuses on being actively and authentically engaged with City Council on issues in Burleson that pertain to youth. All appointments will commence on June 6, 2023.

Mayor's Youth Council 2023-2024 Voting Members

NEW APPOINTMENTS:

<ul style="list-style-type: none"> • Preston Graham (2022-2024) <i>unexpired term</i> • Syriana Smith (2022-2024) <i>unexpired term</i> • Travis Rousseau (2022-2024) <i>unexpired term</i> • Megan Kelly (2022-2024) <i>unexpired term</i> • Magnus Ahrens (2023-2025) • Kacey Burbridge (2023-2025) 	<ul style="list-style-type: none"> • Kayleigh Cavazos (2023-2025) • Jace Giddings (2023-2025) • Elizabeth Josey (2023-2025) • McKenzie Kimbrell (2023-2025) • Ava Strother (2023-2025) • Cooper Yarbough (2023-2025)
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REAPPOINTMENTS:

<ul style="list-style-type: none"> • Mayce Ball (2023-2025) • Gavin Bloom (2023-2025) • Dylan Forbus (2023-2025) 	<ul style="list-style-type: none"> • Alexa Samorano (2023-2025) • Ely Terrell (2023-2025)
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ALTERNATE MEMBER:

<ul style="list-style-type: none"> • Zoe Morse

CURRENT MEMBERS:

<ul style="list-style-type: none"> • SORCHA AHRENS (2022-2024) • Dawson Coffee (2022-2024) • Preston Hamilton (2022-2024) • Wyatt Klotthor (2022-2024) 	<ul style="list-style-type: none"> • Emma Kornegay (2022-2024) • Ava Monroe (2022-2024) • Kenneth Sanders (2022-2024) • Stormy Stanford (2022-2024)
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EX-OFFICIO, NON-VOTING MEMBERS:

<ul style="list-style-type: none"> • MYC Staff Liaison – Lisandra Leal, Assistant City Secretary • Mayor Chris Fletcher • MYC Council Liaison – Victoria Johnson, Council Place 1 • MYC Law Enforcement Liaison – Joseph Byrom, Community Resource Officer
--

OPTIONS:

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

RECOMMENDATION:

Staff recommends approval as presented.

FISCAL IMPACT:

None.

STAFF CONTACT:

Amanda Campos
City Secretary
acampos@burlesontx.com
817-426-9665

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Tommy Ludwig, Interim City Manager
MEETING: June 5, 2023

SUBJECT:

Consider approval of an amendment to CSO#4034-11-2022 modifying the June 2023 City Council regular meeting dates from June 19th to June 20th. (*Staff Contact: Tommy Ludwig, Interim City Manager*)

SUMMARY:

Mayor Pro Tem has requested an item be placed on the agenda for council to consider moving the originally scheduled council meeting from June 19th to June 20th, in observation of the federal holiday, Juneteenth.

OPTIONS:

- 1) Approve the amendments to 2023 Council Calendar for June as presented
- 2) Deny the amendments

RECOMMENDATION:

N/A

STAFF CONTACT:

Name: Tommy Ludwig
Title: Interim City Manager
tludwig@burlesontx.com
817-426-9623



City Council Meeting Calednar

PRESENTED TO THE CITY COUNCIL ON
JUNE 5, 2023

City Council Meeting Calendar

- City Council approved the 2023 City Council Meeting calendar on November 14, 2022
- City Council has a regular scheduled meeting on June 19th
- At the request of Mayor Pro Tem, staff is seeking council's feedback on moving the originally scheduled council meeting from June 19th to June 20th in observation of Juneteenth

2023

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31						

January:	
Jan 02	New Year's Holiday
Jan 16	MLK Day
May:	
May 29	Memorial Day
July:	
Jul 04	Independence Day
September:	
Sep 04	Labor Day
November:	
Nov 23	Thanksgiving Day
Nov 24	Thanksgiving
December:	
Dec 25	Christmas
Dec 26	Christmas Holiday
	City Council Meetings

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Council Action Requested

- Approve as presented to amend CSO#4034-11-2022 modifying the June 2023 City Council regular meeting dates from June 19th to June 20th
- Deny Request



Motion was made by Dan McClendon
and seconded by Rick Green to
approve.,
Motion passed 7-0

CSO#4034-11-2022

Department Memo

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: November 14, 2022

SUBJECT:

Consider approval of a minute order confirming the City Council meeting dates for calendar year 2023. (*Staff Contact: Amanda Campos, City Secretary*).

SUMMARY:

The Burleson City Council approves, by minute order, the regularly scheduled council meeting dates each calendar year. This procedure allows council and staff to plan and review the dates for possible conflicts. For calendar year 2023 there are two holiday conflicts.

- January 2, 2023 (closed in observance of New Year's holiday)
- September 4, 2023 (closed in observance of Labor Day)

Council is requested to change these dates as seen in the calendar provided.

Council is further requested to consider having only one meeting in November and December 2023. These two months have multiple days of holidays and council has granted this request in previous years for administrative ease of use.

OPTIONS:

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

RECOMMENDATION:

Approve.

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

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

2023

January						
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June						
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July						
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August						
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October						
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November						
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December						
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31						

January:	
Jan 02	New Year's Holiday
Jan 16	MLK Day
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May 29	Memorial Day
July:	
Jul 04	Independence Day
September:	
Sep 04	Labor Day
November:	
Nov 23	Thanksgiving Day
Nov 24	Thanksgiving
December:	
Dec 25	Christmas
Dec 26	Christmas Holiday
<input type="checkbox"/>	City Council Meetings

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City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director of Development Services

MEETING: June 5, 2023

SUBJECT:

Top Dog Texas at 136 NW Ellison (Case 22-134): Hold a public hearing and consider approval of an ordinance for a SUP, Specific Use Permit, allowing “Kennel (Indoor)” in the C, Commercial Zoning District. *(First and Final Reading) (Staff Presenter, Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by a unanimous vote).*

SUMMARY:

On September 19, 2022, an application was submitted by Adam Gibson owner of Top Dog Texas, LLC. requesting a SUP, Specific Use Permit, allowing for the use of “Kennel (indoor)” in the C, Commercial Zoning District for Top Dog Texas at 136 NW Ellison. Top Dog Texas has been operating at this location since 2018. When the original certificate of occupancy was approved by the Development Services Department, the dog training facility was designated as a personal service use that included a special condition prohibiting the boarding and kenneling of animals at any time. The use was originally misclassified as a personal service designation and did not fit the proposed use of a dog training facility. However, the current operation violates the boarding condition as established by the certificate of occupancy.

In 2022, the Animal Services Department inspected the facility and found that dogs were being boarded overnight. City staff contacted the owner and informed him that the boarding services were in direct violation of the certificate of occupancy and the base zoning district. The subject property is zoned C, Commercial which allows for Kennel (indoor) uses if approved by SUP. The applicant should have had to pursue a SUP for the use of “Kennel (indoor)” when originally proposing to operate his dog training business at this location.

Per the zoning ordinance, the use of Kennel (indoor) is defined as a facility for the boarding, grooming, and/or training of small, domesticated household animals for commercial purposes. Considering this, the Top Dog Texas training facility should have been designated as a “Kennel (indoor)” use in lieu of the original designation of a personal service establishment in 2018. Subsequently, the pre-existing business is now retro-actively requesting SUP approval for its services. In order to bring the Top Dog Texas training facility into zoning compliance a SUP must be granted for the use of Kennel (indoor).

PLANNING ANALYSIS:

When considering the approval of a SUP one of the considerations is, whether the proposed use meets the City's Comprehensive Plan. In this case, the City's Imagine Burleson 2020 Midpoint Comprehensive Plan Update designates the subject property as Old Town, which specifies the following description:

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.

This request is in conformance with the Comprehensive Plan as this designation provides opportunity for service based businesses. Staff supports this request as Top Dog Texas is a pre-existing business that is retro-actively pursuing approval for its services.

OPTIONS:

- 1) Approve the ordinance for a specific use permit allowing the use of Kennel (indoor) for Top Dog Texas, LLC; or
- 2) Approve the ordinance for a specific use permit allowing the use of Kennel (indoor) for Top Dog Texas, LLC with additional conditions; or
- 3) Deny the ordinance for a specific use permit allowing the use of Kennel (indoor) for Top Dog Texas, LLC.

RECOMMENDATION:

Staff recommends approval of this request as the Old Town Comprehensive Plan designation promotes service based businesses. Furthermore, Top Dog Texas is a pre-existing business that is retro-actively pursuing approval for services that were in violation due to misclassification.

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

May 9, 2023: The Planning and Zoning Commission recommendation to approve the Top Dog Texas SUP was approved unanimously.

PUBLIC NOTIFICATION:

Notice was mailed to surrounding property owners within 300 feet and published in the newspaper in accordance with City ordinances and State law. In addition, a sign was placed on the subject property.

At this time staff has received no inquiries regarding this case.

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
Director of Development Services
tmcilwain@burlesontx.com
817-426-9684

Top Dog Texas SUP

Location:

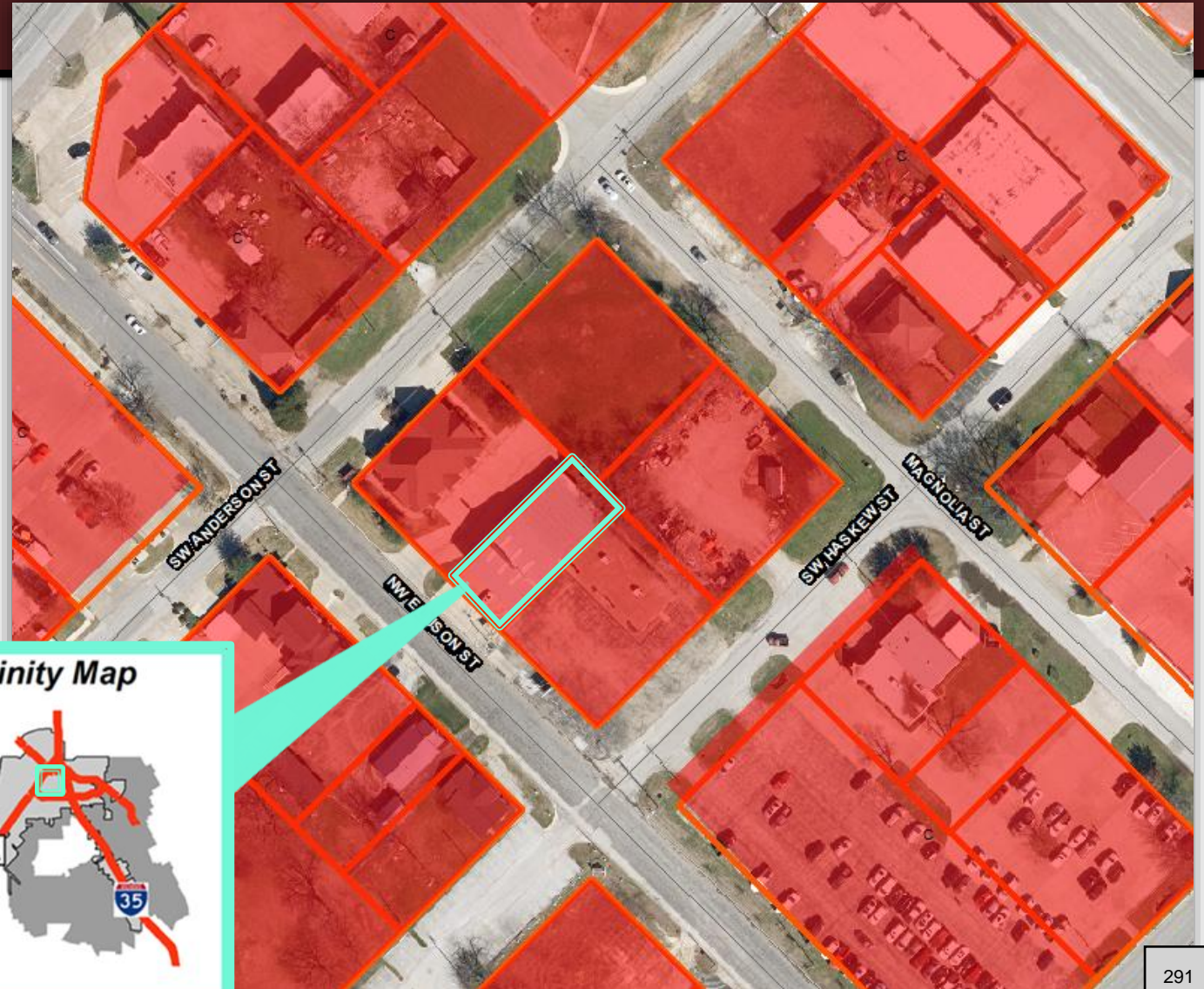
- 0.14 acres
- 136 NW Ellison St

Applicant/Owner:

Adam Gibson – Applicant / Owner

Item for approval:

SUP (Case 22-134)



Top Dog Texas SUP

Background

2018: Certificate of Occupancy was submitted and approved for Top Dog Texas at 136 NW Ellison St.

- The proposed dog training facility was designated as a "Personal service" use.
- Condition prohibiting the boarding of animals.

2022: Animal Services Department inspected the facility and found that dogs were boarded overnight.

- Violation of the C/O and base zoning C, Commercial.
- Kennel (indoor) use is allowed in Commercial if approved by SUP (use was originally misclassified).

Request: Top Dog Texas training facility is retro-actively requesting a SUP to operate a Kennel (indoor) use in the C, Commercial Zoning District.

Burleson
TEXAS

Certificate of Occupancy Application
Building Inspections

PLANNING NOTES

Address: 136 NW Ellison St. Permit No. 18-2253

Current zoning: C, Commercial / OT overlay

Is the use of the building and/or land described in the application allowable under the property's current zoning? ☒ Y ☐ N

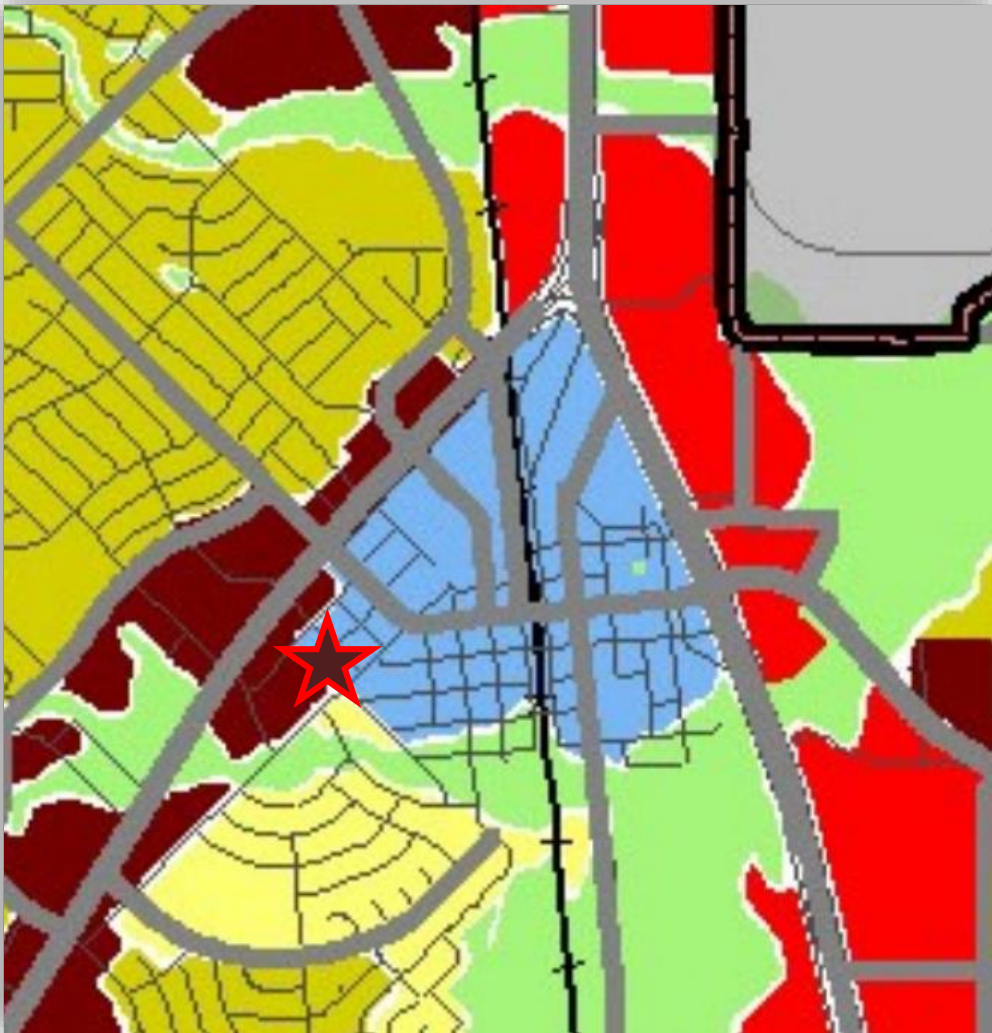
Comments or special conditions: USE: Personal service, NOTE on C/O: NO Kenneling / boarding allowed at any time. NO outside storage parking. 1000 SWEET total floor area

\$80



Comprehensive Plan

Old Town



Current Zoning

Commercial



Top Dog Texas SUP

Public Hearing Notice

- Public notices mailed to property owners within 300 feet of subject property.
- Published in newspaper.
- Sign posted on the property.

Staff has not received any inquiries regarding this request.



Top Dog Texas SUP

P&Z Summary

Vote

Motion to approve the SUP as requested by the applicant (allow for the use of Kennel Indoor) was approved by a unanimous vote.

Discussion

Discussion was had regarding the original use classification and the services the businesses provides.

Speakers

Adam Gibson (Owner / Applicant)

Top Dog Texas SUP

Staff's Recommendation

Staff recommends approval of the SUP to allow the use of Kennel (indoor) for Top Dog Texas at 136 NW Ellison St.

- Staff supports the SUP request as the Old Town Comprehensive Plan designation promotes service based businesses. Furthermore, Top Dog Texas is a pre-existing business that is retro-actively pursuing approval for services that were in violation due to misclassification.



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING **ON APPROXIMATELY 0.14 ACRES OF LAND DESCRIBED AS LOT 8, BLOCK 11, CUMMINGS ADDITION; ADDRESSED AS 136 NW ELLISON STREET, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, FROM COMMERCIAL (C) TO COMMERCIAL (C), WITH A SPECIFIC USE PERMIT ALLOWING “KENNEL (INDOOR)”**, MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the “Zoning Ordinance and Map”); and

WHEREAS, an application for a **specific use permit** was filed by Adam Gibson (**property owner**) on **September 19, 2022**, under **Case Number 22-134**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to allow for the **use of Kennel (indoor) in its current zoning classification of Commercial (C)**; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed **SUP** had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **9 to 0** to recommend to the City Council of Burleson, Texas, that the hereinafter described property is authorized to operate a Kennel (indoor) use in its current zoning classification of **Commercial (C)**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **Commercial (C)**; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

Section 1

The Zoning Ordinance and Map is hereby amended insofar as it relates to certain land described as **0.14 acres of land described as Lot 8, Block 11, Cummings Addition; Addressed As 136 NW Ellison Street, City of Burleson, Johnson County, Texas** as shown on the attached Exhibit A incorporated herein by reference, by allowing for the **use of Kennel (indoor) in its current zoning classification of Commercial (C)**.

Section 2.

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

Section 3.

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

Section 4.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable., and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 8.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

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

Chris Fletcher, Mayor
City of Burleson, Texas

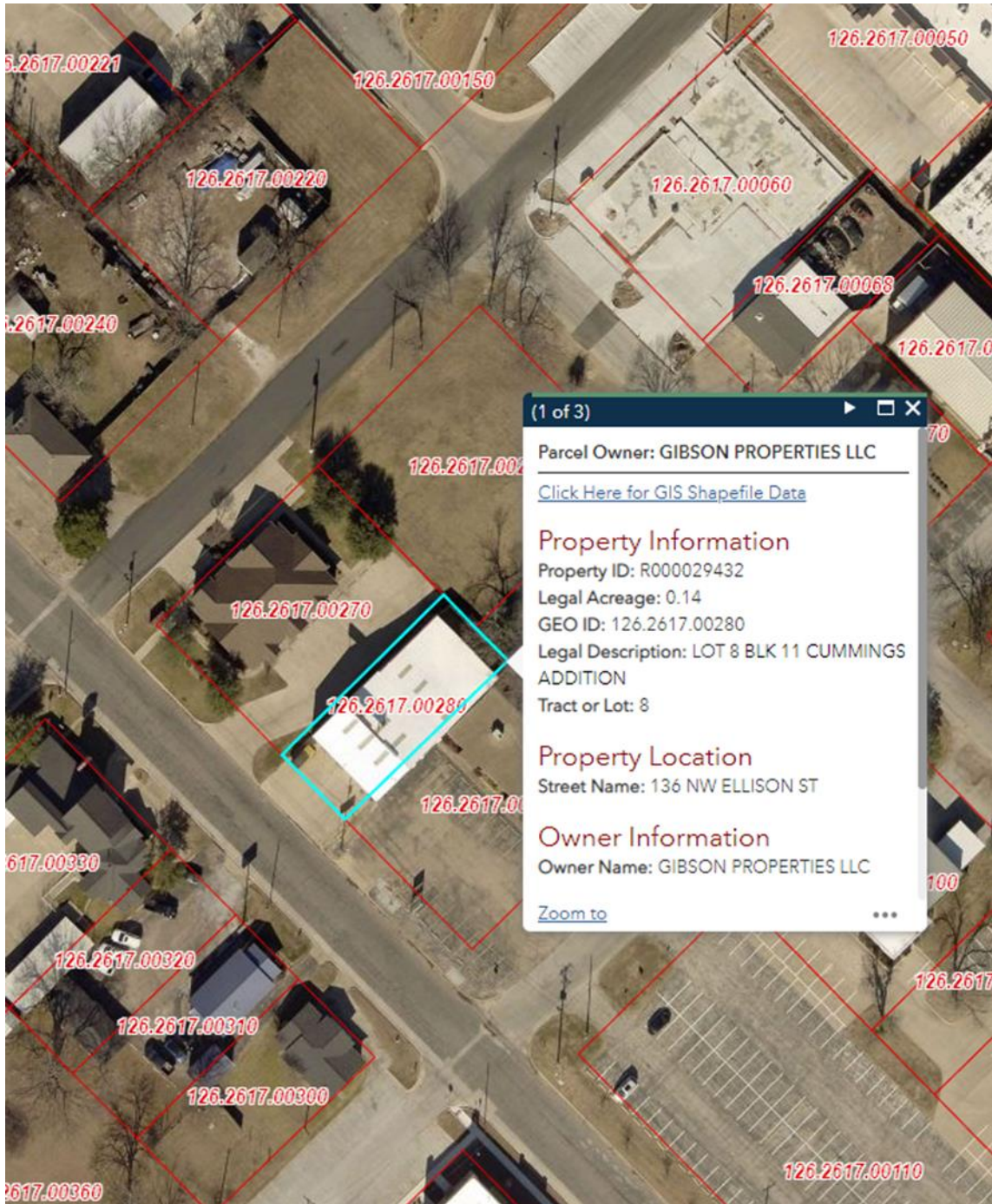
ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A
Property Description



Top Dog Texas LLC.

Burleson, TX

Top Dog Texas LLC. is a premier dog training service that has been in business since 2005. The business relocated, making Burleson its home base, in 2012. Since coming to Burleson the team at Top Dog has helped over a thousand Burleson residents and their pets to become better behaved citizens of the community!



Adam Gibson in front, followed by some of the Top Dog Staff

Top Dog provides training through an excellent variety of formats including private classes, group classes, in home lessons, and board and train programs. Top Dog is also a certified evaluator through the American Kennel Club (AKC) and hosts quarterly Canine Good Citizen evaluations.

Adam Gibson

Adam Gibson is the founder, CEO, and Training Director of Top Dog Texas LLC. Over the course of his career he's trained Police and Military Working Dogs, Service animals, Therapy Dogs, and thousands of pet dogs. He is a former board member and director of the International Association of Canine Professionals, holds more than a dozen training certifications, and is a leading mentor for several dog training organizations around the country.

Currently he has set up Top Dog so that it is best able to help the community by giving dog owners the deeper and more fulfilling



Founder and Training Director Adam Gibson with a Black Labrador "Rocky" who is a Diabetic Alert Dog accredited with saving his owner's life over a dozen times, as well as Rocky's younger brother "Tito" who was just beginning his training journey at seven weeks old.

relationships that so many want to have with their dogs, but are unable to accomplish due to poor training. Not only does he provide training to help pet owners gain better control over their dogs, but he also specializes in training Diabetic Alert Dogs for Type 1 Diabetics, and Therapy Dogs that participate in a variety of programs for Children's Hospitals, Autistic Learning Centers, and Senior Assisted Living Facilities.

Adam is recognized as an industry leader and has spoken twice at annual conferences for the International Association of Canine Professionals. He has been a guest lecturer at three different accredited schools for higher learning.

Adam employs a team of eight staff here in Burleson and the impact that he and his staff have made on the community has been immense.

Some local testimonials:



I can't say enough good things about Top Dog! We brought our 3 year old golden retriever in after he started showing signs of anxiety and reactivity as well as prepare him to be a part of our wedding. We started seeing changes and improvements with him as quickly as the first lesson. Adam and Madison really know what they're doing and they care for your dog as if they were their own. Our dog has been a completely different dog since taking him to top dog. Once our training was over Adam went above and beyond and offered us two free group training sessions where we could set up a fake wedding and practice walking our dog down the aisle with distractions and such. It was so fun and such a sweet gesture. And our dog was PERFECT throughout our whole wedding. He did such a good job and none of

the would have been possible without Top Dog. Thank you to Adam, Madison, and the whole team!

-Emma Epps

We love the Top Dog team. We trust them for training and boarding. They have done so much to help us live a better, healthier, well balanced life with our dogs. Being good dog owners is just as much human training as it is dog training. We are thankful for the guidance in being better humans to our dogs, and for the education and manners they have taught our pooches.

-Amber Tollison

We learned about Top Dog a few years ago, but didn't become clients until a few months ago when we decided to adopt one of their foster dogs. Now, having known the owners and employees both personally and professionally, I can attest to their extremely high level of expertise.

Our sweet doberman, was abused by his former family. Top Dog took him in, rehabilitated him, socialized him, trained him, and MOST importantly - gave him the love and security he needed to feel safe again. Now he's part of my family, but that would not have been possible without Top Dog and their incredible work.

Adam is a top-tier trainer with a wealth of knowledge and experience, and a life-long dedication to his trade - and it shows in the results. I've never seen someone take so much care when dealing with animals (while also devoting the same attention to their people).

-Matt Cobb

PLEASE PRINT OR TYPE – INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

Application is made to the Building Official of the City of Burleson, Texas for Certificate of Occupancy authorizing the use of building and/or land:

Property Address: 136 NW Ellison Burleson, TX Suite: _____Description of business (be specific): Dog TrainingBUSINESS NAME: Top Dog Professional TrainingEmail: Adm@TopDogTexas.com Phone: (817) 668-5867Address: 136 NW Ellison City: Burleson State: TX Zip: 76028BUSINESS CONTACT: Adam GibsonEmail: Adam@TopDogTexas.com Phone: ()Address: 136 NW Ellison City: Burleson State: TX Zip: 76028EMERGENCY CONTACT: Andrea CathcartEmail: Andrea.eden@hotmail.com Phone: (903) 279-7776Address: 748 Willow Creek Dr City: Burleson State: TX Zip: 76028BUSINESS OWNER: Adam GibsonEmail: Adam@TopDogTexas.com Phone: ()Address: 136 NW Ellison City: Burleson State: TX Zip: 76028PROPERTY OWNER: "Email: _____ Phone: ()

Address: _____ City: _____ State: _____ Zip: _____

TYPE OF APPLICATION (Check all that apply)**SQUARE FOOTAGE**

- New owner / new business _____
- New owner / existing business ☒ correct
- Name change ☐
- New or additional uses ☐
- Clean & Show ☐
- Remodeling or expanding (describe below) ☐
- Other (specify): _____

Sales area	<u>0</u>
Office	<u>100</u>
Warehouse / Storage	<u>4800</u>
Dining / Seating	<u>0</u>
Manufacturing	<u>0</u>
Waiting area	<u>0</u>
Other	<u>0</u>
Total business sq. ft.	<u>4950</u>
Total building sq. ft.	<u>4950</u>

*Describe any building, site or interior remodeling and expansions:

We plan to paint the exterior and seal the floors.

Certificate of Occupancy Application
Building Inspections**CHECK ALL FEATURES OF THE BUILDING AND/OR PROPERTY:**

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Fire Alarm System | <input type="checkbox"/> Hood Ansul System | <input type="checkbox"/> Irrigation System | <input type="checkbox"/> Sand Trap |
| <input type="checkbox"/> Fire Sprinkler System | <input type="checkbox"/> Above/Underground Tank(s) | <input type="checkbox"/> Backflow Devices | <input type="checkbox"/> Swimming pool or spa* |
| <input type="checkbox"/> Standpipe System | <input type="checkbox"/> Paint Booth | <input checked="" type="checkbox"/> Grease Interceptor/Trap | <input type="checkbox"/> Interactive water feature* |

CHECK ALL ACTIVITIES WHICH WILL BE CONDUCTED ON THE PREMISES:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Food or food products* | <input type="checkbox"/> Hotel / Motel | <input type="checkbox"/> Petroleum products | <input type="checkbox"/> Auto sales – new |
| <input type="checkbox"/> Restaurant* | <input type="checkbox"/> Laundry / Clean-Press | <input type="checkbox"/> Welding or cutting | <input type="checkbox"/> Auto sales – used |
| <input type="checkbox"/> Grocery or convenience store* | <input type="checkbox"/> Lithography / Print shop | <input type="checkbox"/> Painting or coating | <input type="checkbox"/> Auto parts/accessories - new |
| <input type="checkbox"/> Alcoholic beverage sales* | <input checked="" type="checkbox"/> Pet shop | <input type="checkbox"/> Sanding, mill or woodcutting | <input type="checkbox"/> Auto parts/accessories - used |
| <input type="checkbox"/> Child care center* | <input type="checkbox"/> Industrial / Manufacturing | <input type="checkbox"/> Incineration | <input type="checkbox"/> Brakes / muffler repair |
| <input type="checkbox"/> School* | <input type="checkbox"/> Parts or vehicle wash | <input type="checkbox"/> Reclaiming waste materials | <input type="checkbox"/> Engine repair |
| <input type="checkbox"/> Church* | <input type="checkbox"/> Flammable / combustible liquid | <input type="checkbox"/> Outside storage | <input type="checkbox"/> Auto body repair |
| <input type="checkbox"/> Office | <input type="checkbox"/> Compressed gases | <input type="checkbox"/> Items stacked higher than 12' | <input type="checkbox"/> Auto painting |
| <input type="checkbox"/> Retail | <input type="checkbox"/> Ammunition / fireworks | <input type="checkbox"/> Tire sales / installation | <input type="checkbox"/> State inspection |
| <input type="checkbox"/> Medical | <input type="checkbox"/> Poisonous or hazardous chemicals or acids | <input type="checkbox"/> Tire storage | <input type="checkbox"/> Oil change / lube |
| <input type="checkbox"/> Mortuary / Funeral home | | <input type="checkbox"/> Auto related business | <input type="checkbox"/> Vehicle parking |

* Plans for food establishments and public and semi-public swimming pools and spas may be required to be submitted to Tarrant County Public Health. A food establishment includes any establishment that offers food for public consumption (including restaurants, vitamin stores, coffee shops, and establishments which offer only pre-packaged food). A food establishment does not include vending machines, employee break rooms or private residences.

QUESTIONNAIRE

1. Will a significant portion of the business interior space be used for storage? ☐ Y ☒ N

If yes, please answer the following:

What types of materials will be stored? _____

Will the materials be stored on racks? _____

How high will materials be stored? _____

2. What is the water source for this facility? (Check all boxes that apply)

☒ City water ☐ On-site well water ☐ Other (explain): _____

3. What type of system will wastewater be discharged to? (Check all boxes that apply)

☒ City sewer ☐ Septic system* ☐ Other (explain): _____

*Properties with septic systems are required to submit plans to the City of Burleson Neighborhood Services Department. Additional plans may be required to be submitted to Tarrant County Public Health.

4. Does (or will) this facility discharge any wastewater OTHER than domestic wastewater (wastewater from restrooms) to the sewer system? ☐ Y ☒ N

If yes, please explain: _____

5. Will any portion of the building or tenant space be used as a training room, classroom or daycare? ☐ Y ☒ N

If yes, please provide the following:

☐ 0 – 2 ½ years old _____ (# of students) ☐ Older than 2 ½ years old _____ (# of students)

I certify that all the information contained herein is true and correct to the best of my knowledge and I understand that failure to make full disclosure may result in revocation of the Certification of Occupancy.

Adem Gibson
Printed Name

[Signature]
Signature

5/17/2018
Date

OFFICE USE ONLY

Certificate of Occupancy Application

Building Inspections

PLANNING NOTES

Address: 136 NW Ellison St Permit No. 18-2253
Current zoning: C, Commercial / OT Overlay
Is the use of the building and/or land described in the application allowable under the property's current zoning? ☒ Y ☐ N
Comments or special conditions: USE: personal service NOTE on
C/O: NO kenneling / boarding allowed at any
time. NO outside storage
parking. 1700 SQ FT total floor area
Driveway
Planning Department 5.18.2018
Date

INSPECTION NOTES

FIRE MARSHAL

Inspected by: _____

NEIGHBORHOOD SERVICES

Inspected by: _____

BUILDING OFFICIAL

Comments or special conditions: _____

Construction Type: _____

Occupancy Group: _____

Sprinkler Provided: _____

Sprinkler Required: _____

Occupant Load: _____

Building Official _____

Date _____

City of Burleson
Non-Residential Water/Wastewater User Survey

- I. **Purpose.** The City of Burleson is responsible for protection of the drinking water supply and ensuring all state and federal pretreatment (wastewater) rules are adhered to. The purpose of this survey is to ensure compliance with these regulations. **This survey must be completed by the applicant and then reviewed and approved by the Public Works Department before a certificate of occupancy will be issued.**

II. **Company Information**

- A. Water/Wastewater Service Address 136 NW Ellison St
B. Date Operations were (will be) established at this site 6/1/2018
C. Company Name Top Dog Professional Training
D. Mailing Address (if different than listed above) _____
City, State, Zip Burleson, TX, 76028
E. Phone No. (817) 668-5867 Fax No. _____

III. **Contact Information**

- A. Contact Name Adam Gibson
B. Contact Title Owner
C. Phone No. (817) 668-5867 Fax No. _____ Email Adam@TopDogTexas.com

IV. **Business Activity**

- A. Check all boxes that correspond with operations at this facility. Give a brief description under "other" for any not listed on this form.
☐ Auto/Equipment Cleaning, Repair or Servicing ☐ Convenience store ☐ Hotel/Motel ☐ Laundry/Clean-Press
☐ Lithography/Print shop ☐ Medical (other than office) ☐ Mortuary/Funeral home ☐ Office ☒ Pet shop
☐ Restaurant/Fast Food ☐ Retail ☐ Industrial/Manufacturing (list details of operations on "other" line)
☐ Other _____
B. Are any potential hazardous substances handled at this facility? If yes please explain: NO

V. **Water Services**

- A. What is water source for facility? Check all boxes that apply.
☒ City Water ☐ On-Site Well Water ☐ Other (please explain) _____
B. Does this facility have any backflow prevention assemblies? ☐ Yes ☐ No ☒ Unknown
C. Does (or will) this facility have a fire sprinkler system? ☐ Yes ☒ No
D. Does (or will) this facility have a lawn irrigation system? ☐ Yes ☒ No
E. Does (or will) this facility have a carbonated beverage dispenser (fountain drink machine)? ☐ Yes ☒ No

VI. **Wastewater Services**

- A. Where will wastewater be discharged to? Check all boxes that apply.
☒ City Sewer ☐ Septic System ☐ Other (please explain) _____
B. Does (or will) this facility discharge any wastewater OTHER than domestic wastewater (wastewater from restrooms) to the sewer system? ☐ Yes ☒ No If Yes, please explain _____
C. Will any liquid waste or sludges be disposed of in the sewer system? ☐ Yes ☒ No
D. Will any wastewater that is discharged from this facility be treated by the below listed treatment types? Check all boxes that apply.
☒ Grease Trap/Interceptor ☐ Sand Trap ☐ Other _____

VII. **Signature**

I have personally examined and am familiar with the information submitted in this document. Based upon my inquiry of those individuals responsible for obtaining the information reported herein, I believe submitted information is true, accurate and complete.

Adam Gibson
(Signature of Respondent)
Adam Gibson
(Printed Name of Respondent)

Owner
(Title of Respondent)
5/17/2018
(Date)

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director of Development Services

MEETING: June 5, 2023

SUBJECT:

Food Truck Park at 2635 S Burleson Blvd (Case 23-028): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural, to "GR" General Retail with a SUP, Specific Use Permit, allowing for a "Food Truck Park" to operate at 2635 S Burleson Blvd. *(First and Final Reading) (Staff Presenter, Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by a vote of 8 to 0).*

SUMMARY:

On March 6, 2023, an application was submitted by Suleman Sultan owner of RSS-97 Inc., requesting a zoning change from "A", Agricultural, to "GR" General Retail with a SUP, Specific Use Permit, allowing for a "Food Truck Park" to operate at 2635 S Burleson Blvd. The subject site is an unplatted, one acre tract zoned A, Agricultural that currently contains a Valero gas station. The owner contacted the Neighborhood Services Department inquiring about the additional operation of a food truck on the same property. After a preliminary review by city staff, it was determined that a food truck operation site could not be pursued as the food truck would be operating within 100 feet of the property line of a "Brick and Mortar" food establishment (the Valero grocery/snack bar operation). This requirement was in place to protect against the proliferation of food trucks, however, in this case the applicant owns the brick and mortar business. Subsequently, the only alternative approach to allow for the operation of a food truck would be to pursue a food truck park.

According to the food truck ordinance, in order to establish a food truck park, a Specific Use Permit request must be approved by City Council. Additionally, food truck parks shall only be permitted on a private platted property. Subsequently, the applicant was informed that if he wished to pursue a food truck, the following items would need to be completed:

- Plat the property proposed to contain the food truck.
- Request a SUP allowing for the operation of a Food Truck Park at 2635 S Burleson Blvd.
- Rezone the subject property to a more conducive zoning district as the property will be non-compliant with the 3 acre minimum lot size standard required by the existing A, Agricultural District.

A minor plat was submitted by the applicant and cleared by city staff under case number (23-027). The applicant has also submitted the subject zoning change request proposing to rezone the property from A, Agricultural, to GR, General Retail with a SUP, Specific Use Permit, allowing for a "Food Truck Park" to operate at 2635 S Burleson Blvd.

PLANNING ANALYSIS:

Section 14-240 (b.2.b) *Acceptable location – permitted land use* for food truck operation sites requires the following:

- 100-foot minimum from a food truck to an existing "brick and mortar" food establishment property line.

Section 14-240 (a.1) *General Provisions – Required permits, plans, and inspections* of the Food Trucks Ordinance provides the following standard:

- Specific use permit required (food truck parks only): A Specific Use Permit approved by the city council as outlined in section 130, "Specific use permits," of appendix B, "Zoning" of the Code of Ordinances, is required for the operation of a food truck park.

Section 14-240 (b.1.a) *Acceptable location – Permitted land use* of the Food Trucks Ordinance provides the following standard:

- Food truck parks shall only be permitted on a private platted property.

Article I Administrative – Section 19-105 *Nonconforming uses regulated* of Nonconforming uses, lots and structures establishes the following:

- Except as herein provided, no nonconforming use of land or buildings nor any nonconforming structure shall be enlarged, changed, altered or repaired in conformity with the regulations contained in this article.

The subject property is approximately 1 acre and is currently zoned A, Agricultural. The A, Agricultural zoning district provides a minimum lot size standard of 3 acres. Subsequently, the subject property is currently deemed legal non-conforming. However, the legal non-conforming status has been terminated now that changes or alterations to the site are being proposed in the form of an additional use (food truck park) and platting of the property. In attempt to bring the site back into zoning compliance, the applicant has requested to rezone the property from A, Agricultural to GR, General Retail.

Zoning and Land Use Table

	Zoning	Use
Subject Site	A, Agricultural	Developed (Valero)
North	A, Agricultural	Developed (United Cooperative Services)
East	A, Agricultural	Developed
South	A, Agricultural	Developed (Hotel)

West	A, Agricultural	Developed (Residential & Industrial)
------	-----------------	--------------------------------------

This site is designated in the Comprehensive Plan as Employment Growth Center.

Employment Growth Centers offer important employment opportunities, occupy large areas of land, and are generally located near major roads. The City's Highpoint Business Park has been a great start to diversifying the economy and bringing world-class industries to the City. This future land use category focuses on the opportunities to expand the development. Corresponding zoning districts include "C", Commercial and "I", Industrial.

Staff supports a zoning change request to "GR", General Retail district based on the existing utilization of the property and diversification of use the proposed food truck will bring to an Industrial dominated corridor.

ENGINEERING / NEIGHBORHOOD SERVICES:

The food truck is proposed to be located on an improved surface that does not impede existing parking spaces or encroach into the fire lane. The proposed location has been preliminarily cleared by the Engineering and Neighborhood Services Departments. If the zoning request is approved, all permitting and inspection based processes will be handled by the Neighborhood Services Department.

OPTIONS:

- 1) Approve the ordinance for a zoning change request and specific use permit for a food truck park; or
- 2) Approve the ordinance for a zoning change request and specific use permit for a food truck park with additional conditions; or
- 3) Deny the ordinance for a zoning change request and specific use permit for a food truck park.

RECOMMENDATION:

Staff recommends approval of the ordinance for a zoning change request from "A", Agricultural, to "GR" General Retail with a SUP, Specific Use Permit, allowing for a "Food Truck Park" to operate at 2635 S Burleson Blvd with the following condition:

- The Food truck park shall be limited to no more than 2 food trucks.

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

May 22, 2023: The Planning and Zoning Commission recommended approval of the applicant's zoning request by a vote of 8 to 0.

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

PUBLIC NOTIFICATION:

Notice was mailed to surrounding property owners within 300 feet and published in the newspaper in accordance with City Ordinances and State Law. In addition, a sign was placed on the subject property.

At this time, staff has received no inquiries regarding this case.

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
Director of Development Services
tmcilwain@burlesontx.com
817-426-9684

Food Truck Park 2635 S Burleson Blvd

Location:

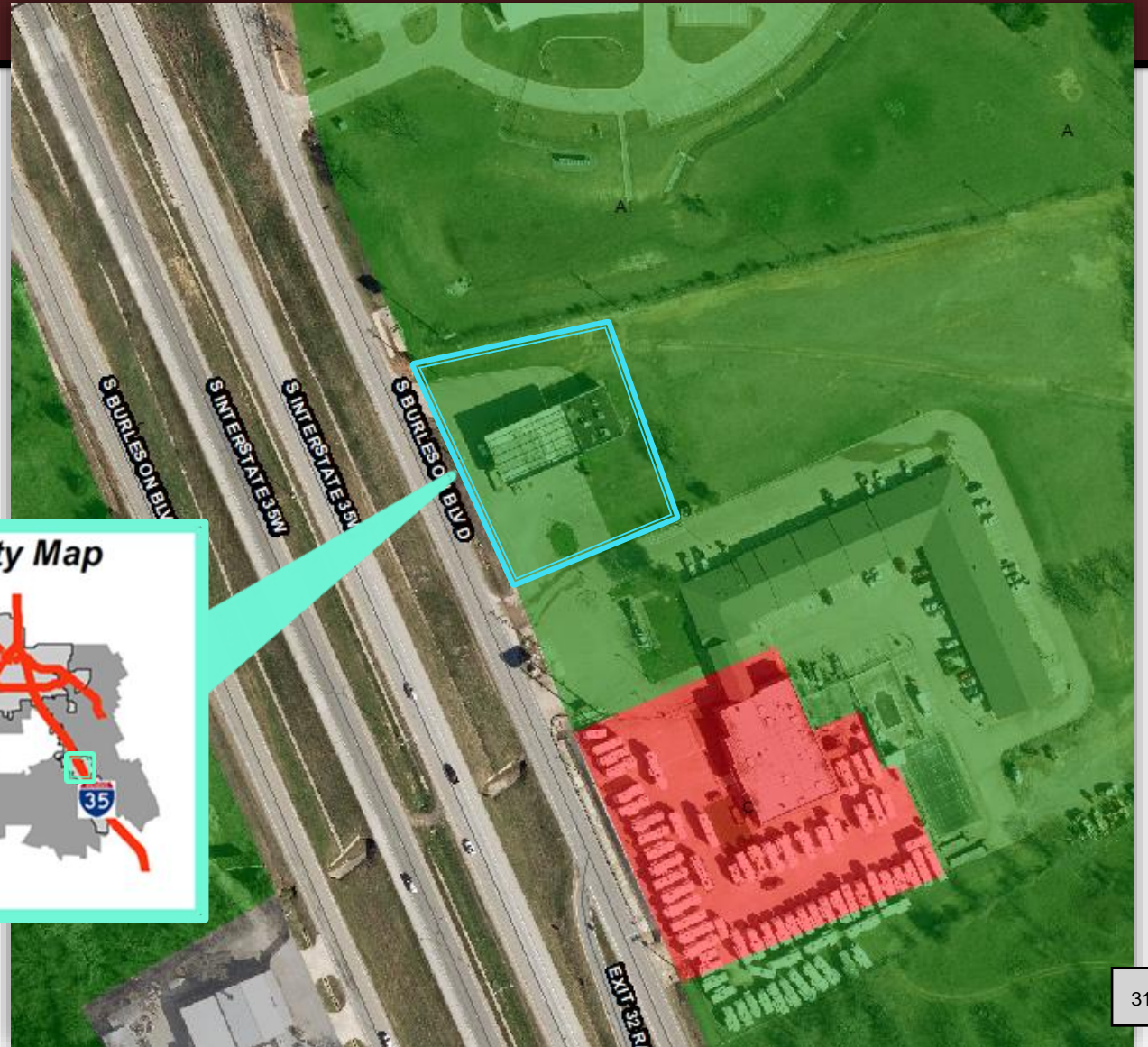
- 2635 S Burleson Blvd.
- 1.00 acre

Applicant/Owner:

Suleman Sultan
RSS-97 Inc.

Item for approval:

Zoning Change with a specific
use permit for "Food Truck
Park" (Case23-028)



Food Truck Park 2635 S Burleson Blvd

Background

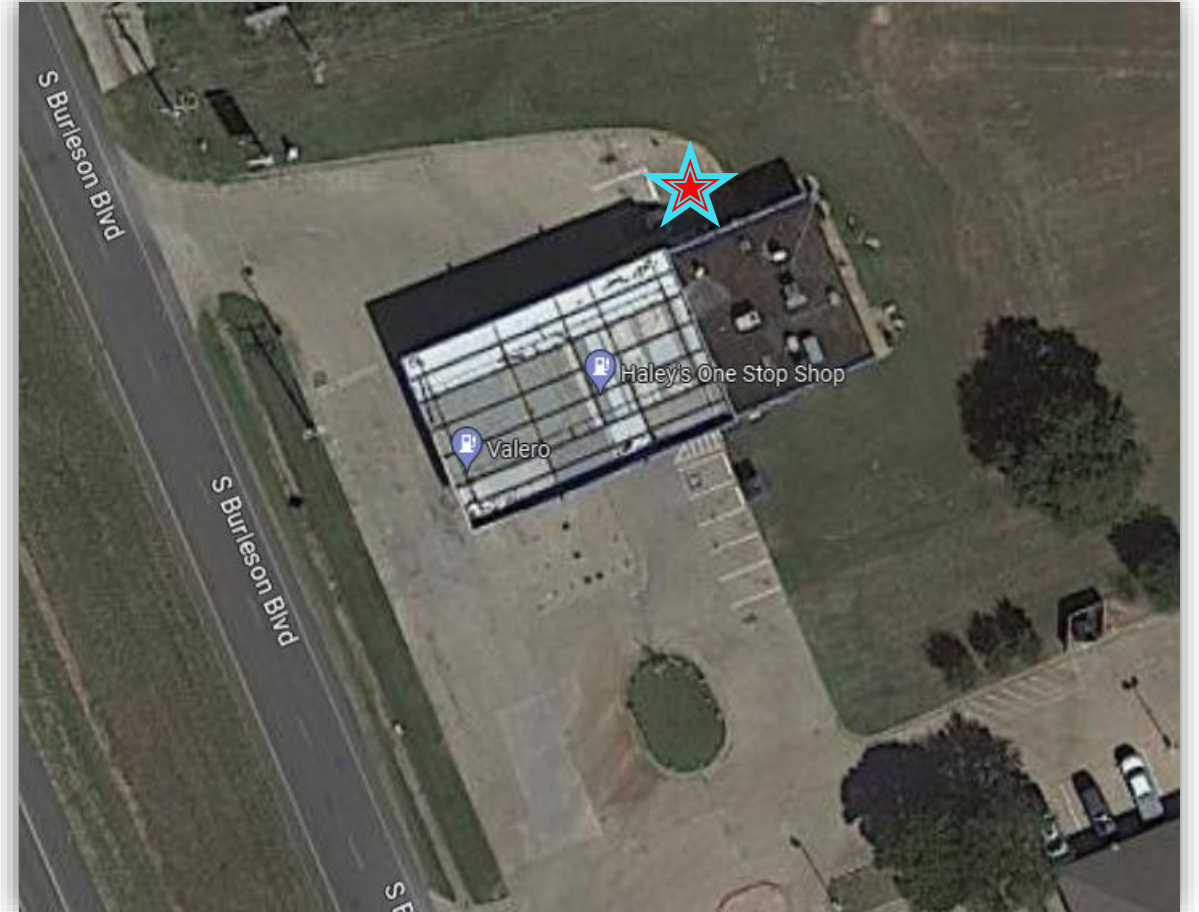
Current zoning is A, Agricultural

- 1-acre site containing Valero Gas Station
- Applicant requesting to operate a food truck on the same property

Requirements

Per the Food Trucks Ordinance:

- Provides two processes allowing for the operation of a food truck: Food truck operation site & Food truck park
 - Applicant was unable to comply with a food truck operation site standard and is now pursuing a food truck park.
- Food Truck Parks are permitted if approved by SUP



Food Truck Park 2635 S Burleson Blvd

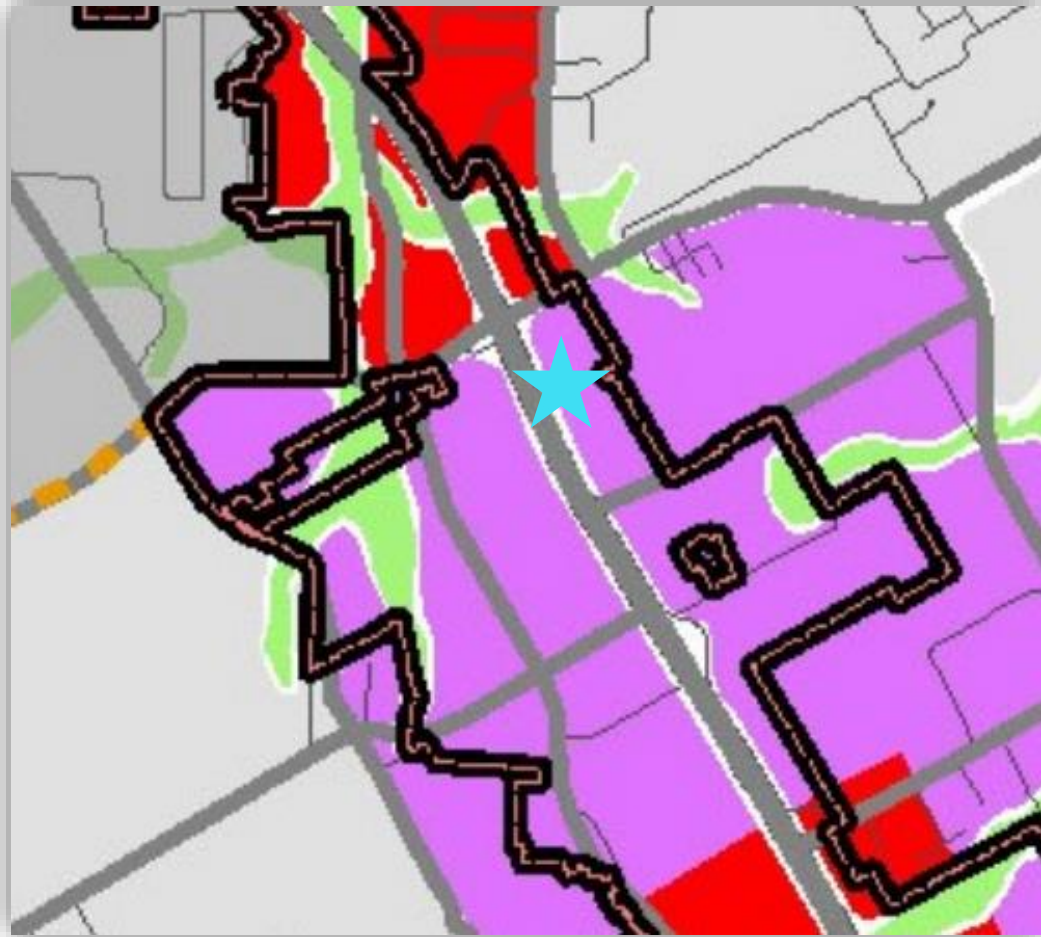
Requests

- SUP allowing for a “Food Truck Park” to operate at 2635 S Burleson Blvd.
- Rezone property from A, Agricultural, to GR, General Retail (losing legal non-conforming status)



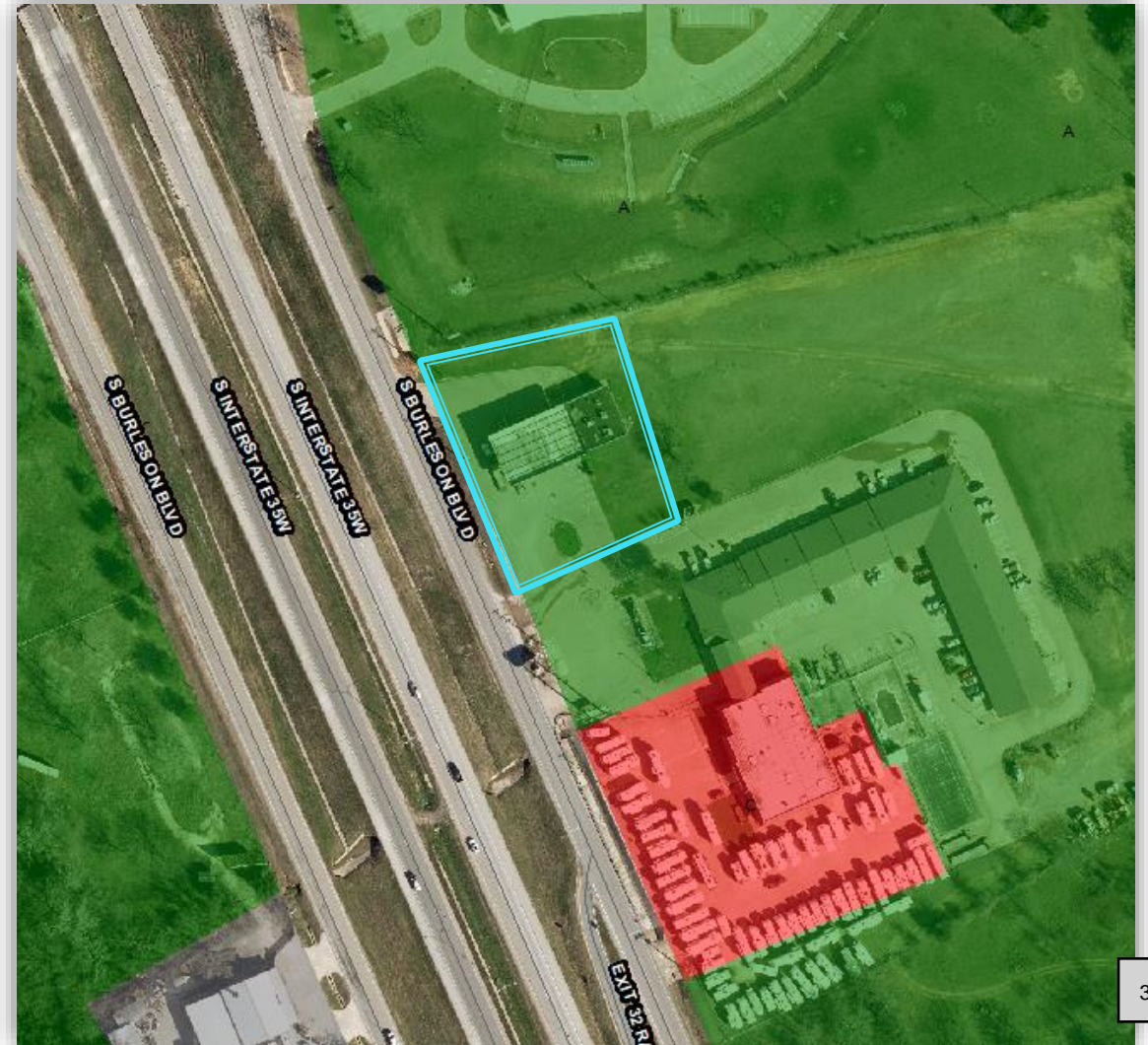
Comprehensive Plan

Employment Growth Center



Current Zoning

A, Agricultural

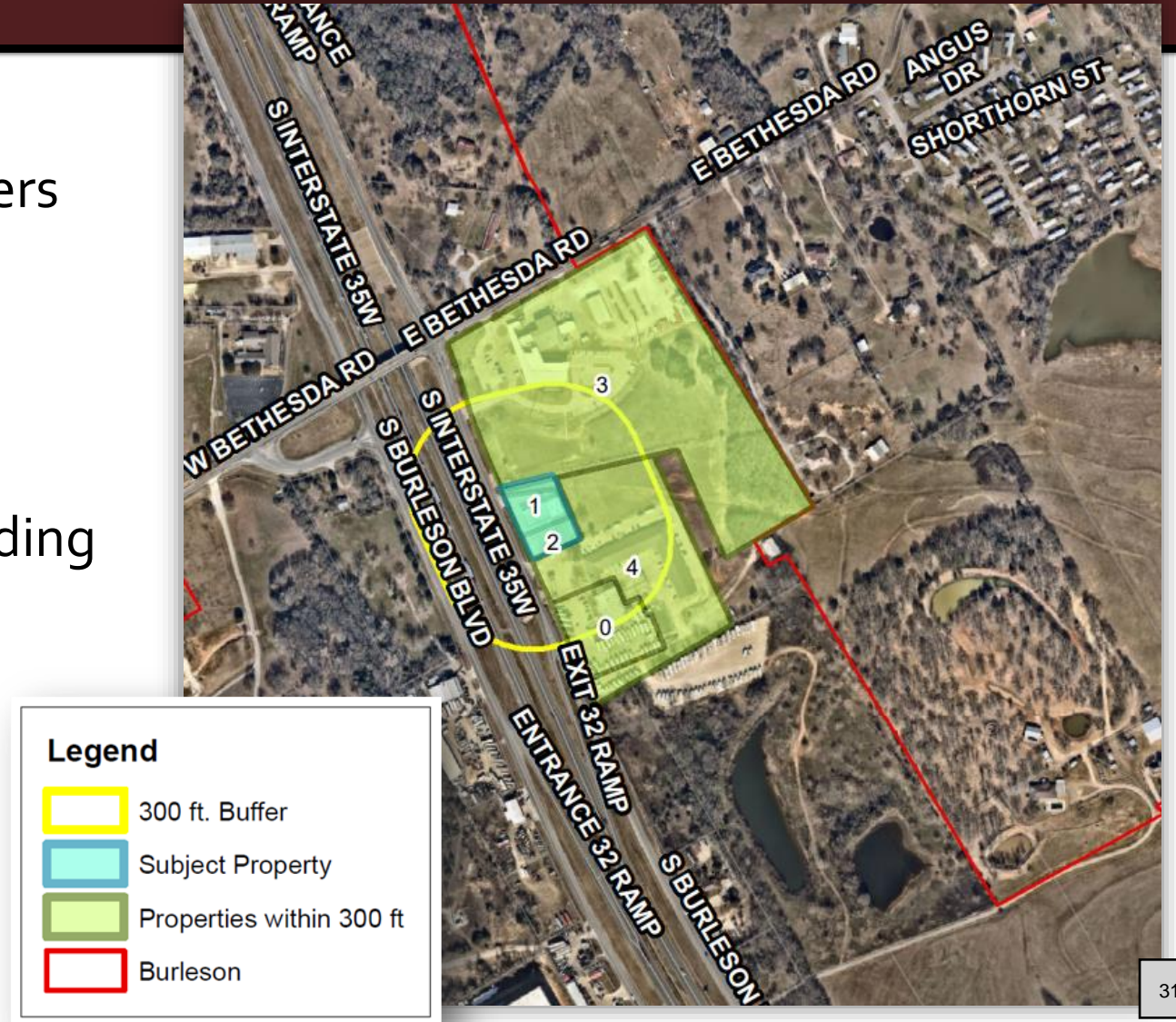


Food Truck Park 2635 S Burleson Blvd

Public Hearing Notice

- Public notices mailed to property owners within 300 feet of subject property.
- Published in newspaper.
- Sign posted on the property.

Staff has not received any inquiries regarding this request.



Food Truck Park 2635 S Burleson Blvd

P&Z Summary

Vote

The Planning and Zoning Commission recommended approval of the applicant's request, based on staff's recommendation, by a vote of eight to zero.

Discussion

None

Speakers

None

Food Truck Park 2635 S Burleson Blvd

Staff's Recommendation

Staff recommends approval of the ordinance for a zoning change request from "A", Agricultural, to "GR" General Retail with a Specific Use Permit, allowing for a "Food Truck Park" to operate at 2635 S Burleson Blvd with the following condition:

- The Food truck park shall be limited to no more than 2 food trucks at any given time.



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING **ON APPROXIMATELY 1.00 ACRE OF LAND SITUATED WITHIN SAMUEL MYERS SURVEY, ABSTRACT NO. 627, AND THE J.W. RAWLS SURVEY, ABSTRACT NO. 728; ADDRESSED AS 2635 S BURLESON BOULEVARD, CITY OF BURLESON, JOHNSON COUNTY, TEXAS FROM AGRICULTURAL (A) DISTRICT TO GENERAL RETAIL (GR) WITH A SPECIFIC USE PERMIT ALLOWING “FOOD TRUCK PARK”,** MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the “Zoning Ordinance and Map”); and

WHEREAS, an application for a **zoning change** and **specific use permit** was filed by **Suleman Sultan (property owner)** on **March 6, 2023**, under **Case Number 23-028**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to allow for the changing in zoning of said property from **Agricultural (A) district to General Retail (GR) with a specific use permit allowing for the operation of a “Food Truck Park”**; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed Zone Change had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **8 to 0** to recommend to the City Council of Burleson, Texas,

that the hereinafter described property be rezoned from its classification of **Agricultural (A) district to General Retail (GR) with a specific use permit allowing for the operation of a “Food Truck Park”** ; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **Agriculture (A)**; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

Section 1

The Zoning Ordinance and Map is hereby amended insofar as it relates to certain land described as **1.0 acres of land situated within Samuel Myers Survey, Abstract NO.627, and the J.W. Rawls Survey, Abstract NO 728, addressed as 2635 S Burleson Blvd, City of Burleson, Johnson County, Texas** as shown on the attached Exhibit A incorporated herein by reference, by allowing for the change in zoning from **Agricultural (A) to General Retail (GR) with a specific use permit allowing for the operation of a “Food Truck Park”** with the following condition:

- 1. The Food truck park shall be limited to no more than two (2) food trucks at any given time.**

Section 2.

The findings and recitals set forth above in the preamble of this ordinance are incorporated into

the body of this ordinance as if fully set forth herein.

Section 3.

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

Section 4.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable., and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 8.

This ordinance shall be in full force and effect from and after its passage and publication as

provided by law.

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A

Metes and Bounds

Being a 1.00 acre tract or parcel of land situated in the Samuel Myers Survey, Abstract No. 627 and the J.W. Rawls Survey, Abstract No. 728, Johnson County, Texas, and being all of that certain called 0.990 acre tract of land conveyed from SBJ Investments, Inc. to RSS-97, Inc., by Special Warranty Deed with Vendor's Lien, as recorded in File No. 2016-16571, Official Public Records, Johnson County, Texas, (Bearings are based on NAD 83 (2011), Texas North Central 4202, as observed by GPS. Area and distances shown hereon are at grid), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the Northwest corner of said 0.990 acre tract, at the most Westerly Southwest corner of Lot 1, Block 1, UCS Burleson Addition, an Addition to the City of Burleson, according to the plat thereof as recorded in Volume 10, Page 293, Slide E, Plat Records, Johnson County, Texas, and in the East line of S. Burleson Boulevard, also known as Interstate 35 W., a variable width right-of-way, from which a concrete right-of-way monument found bears North 23 degrees 41 minutes 20 seconds West, a distance of 164.49 feet;

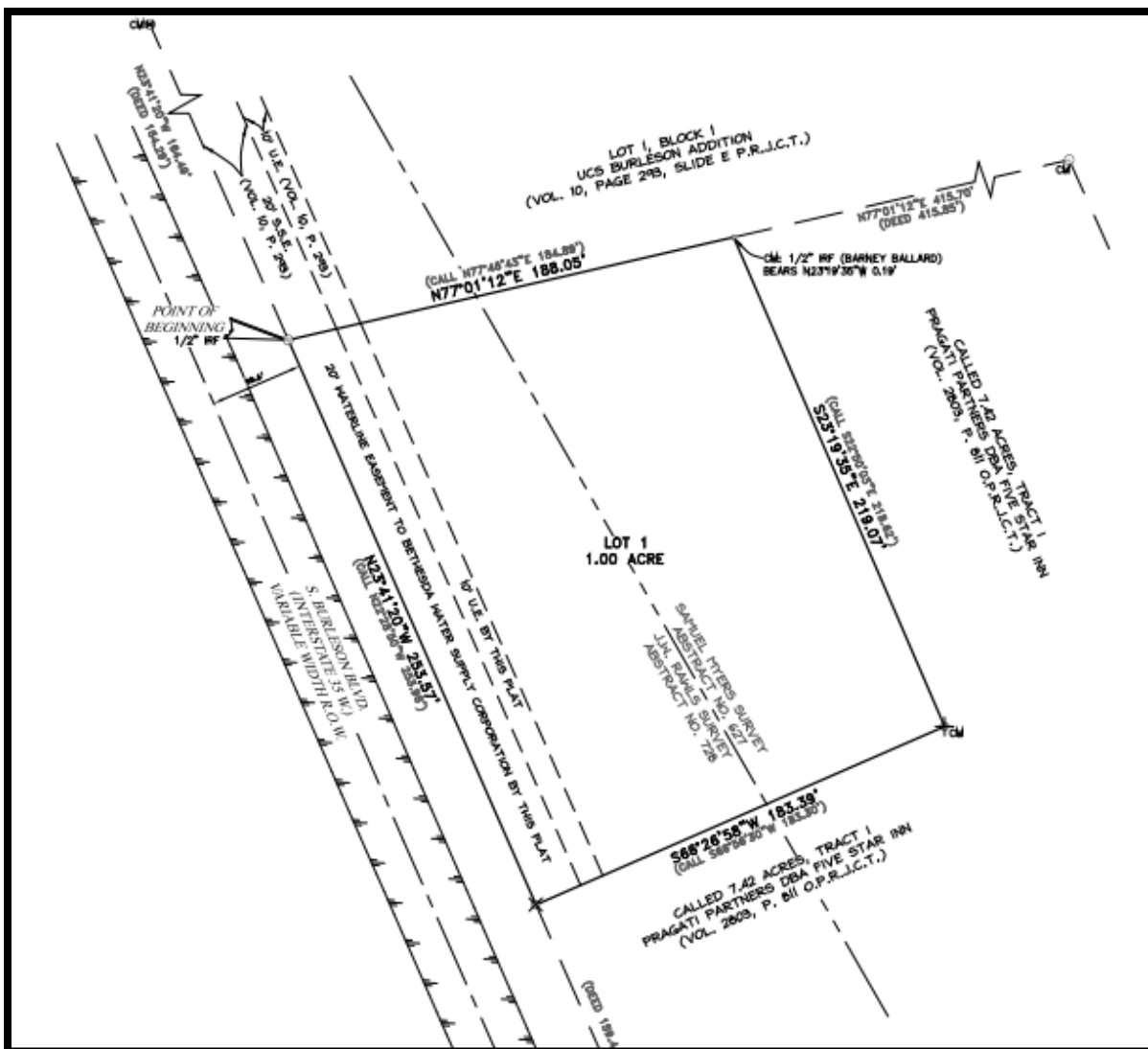
THENCE North 77 degrees 01 minutes 12 seconds East, with the North line of said 0.990 acre tract and with a South line of said UCS Burleson Addition, a distance of 188.05 feet to a point at the Northeast corner of said 0.990 acre tract and at the most Northerly Northwest corner of a called 7.42 acre tract of land, described as Tract I, conveyed to Pragati Partners DBA Five Star Inn, by deed as recorded in Volume 2803, Page 811, Official Public Records, Johnson County, Texas, from which a 1/2" iron rod found capped (Barney Ballard) bears North 23 degrees 19 minutes 35 seconds West, a distance of 0.19 feet and a 3/8" iron rod found at an ell corner of said UCS Burleson Addition and at the most Northerly Northeast corner of said 7.42 acre tract bears North 77 degrees 01 minutes 12 seconds East, a distance of 415.70 feet;

THENCE with the common line of said 0.990 acre tract and said 7.42 acre tract, the following courses and distances:
South 23 degrees 19 minutes 35 seconds East, a distance of 219.07 feet to a PK nail found stamped (Ballard) at the Southeast corner of said 0.990 acre tract and at an ell corner of said 7.42 acre tract;
South 66 degrees 26 minutes 58 seconds West, a distance of 183.39 feet to a punch hole found at the Southwest corner of said 0.990 acre tract, at the most Westerly Northwest corner of said 7.42 acre tract, and in the East line of said S. Burleson Boulevard, from which a 3/8" iron rod found bears South 23 degrees 41 minutes 20 seconds East, a distance of 438.10 feet;

THENCE North 23 degrees 41 minutes 20 seconds West, with the West line of said 0.990 acre tract and with the East line of said S. Burleson Boulevard, a distance of 253.57 feet to the POINT OF BEGINNING and CONTAINING 1.00 acre of land.

Exhibit B

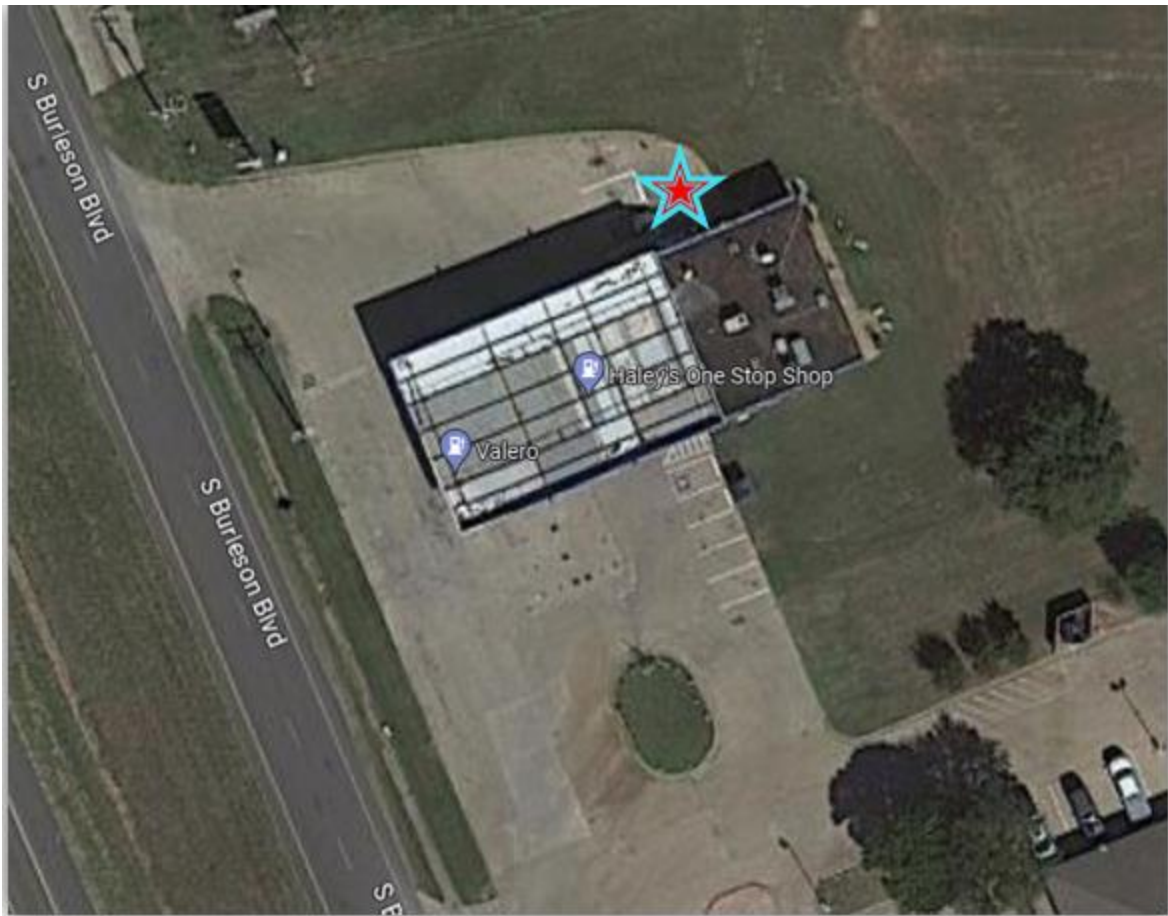
Food Truck Park











HOURS OF OPERATION

Monday / 7am-3pm
 Tuesday / 7am-3pm
 Wednesday / 7am-3pm
 Thursday / 7am-3pm
 Friday / 7am-3pm
 Saturday / 7am-3pm
 Sunday / 7am-3pm



ENTREES

BIG BURRITO

description of what the item is, or ingredients, calories.
 Choice of Meat
9.99

FLAUTAS 8.99

ENCHILADAS 8.99
 Choice of Meat

RICO MENUDO 9.99
 Choice of Meat

CHILAQUILES 6.99

BURGERS

CHEESE BURGER 9.99
 W/ Fries & Drink

CHEESE BURGER 5.99

FRIES 3.99

WINGS

8pc Combo W/ Fries & Drink **\$9.99**
 12pc Combo W/ Fries & Drink **\$12.99**
 25pc Combo W/ Fries & Drink..... **\$24.99**
 35pc Combo W/ Fries & Drink..... **\$34.99**
 50pc Combo W/ Fries & Drink..... **\$45.99**

*Please inform us of any allergies prior to placing an order

TORTAS

BEANS, CHEESE, LETTUCE, TOMATOES, ONIONS, AVOCADO, JALAPEÑOS, AND YOUR CHOICE OF MEAT
9.99

CHICKEN TOSTADA 4.99
 CORN TOSTADA, BEANS, LETTUCE, TOMATOES, ONIONS, AVOCADO, CHEESE AND SOUR CREAM

BREAKFAST ITEM 9.99
 description of what the item is, or ingredients, calories.

BREAKFAST BURRITO 7.99
 FLOUR TORTILLA, EGGS AND YOUR CHOICE OF :

CHOOSE FROM

- Sausage
- Bacon
- Ham
- Potatoes
- Chorizo

TACOS Flour & Corn

CARNITAS **1.99**

AL PASTOR **1.99**

BARBOACO **2.29**

POLLO **2.29**

TRIPA **2.29**

FAJITA **2.29**

TACO PLATE

3 Tacos + Drink **9.99**

Rice, Beans, and Choice of Meat

- Barbacoa
- Fajita
- Pastor
- Pollo
- Carnitas
- Tripa

NACHOS

NACHOS W/ CHEESE **4.99**

NACHOS W/ CHEESE **7.99**
 Choice of Meat

QUESADILLAS

description of what the item is, or ingredients, calories.
9.99

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director Development Services

MEETING: June 5, 2023

SUBJECT:

Burleson ISD at 517 SW Johnson Ave. (Case 23-036): Consider approval of a resolution for a sign variance to allow for two monument signs without masonry wrapping; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

SUMMARY:

On April 4, 2023, an application was submitted by Jeffrey Parrack with Burleson ISD for a sign variance allowing for two monument signs without adequate masonry wrapping. Per the sign code, monument signs must be wrapped in masonry material to match or compliment the main building. The masonry material wrapping the advertising area shall not exceed 100 percent, nor fall below 30 percent of the commercial advertising area. Building permits for the school were submitted and approved in 2021. The applicant was under the impression that signage approval was included in the building permit approval. Unaware that signs have a separate permitting process, the two monument signs were constructed without permits or inspections in 2022. The applicant was informed that sign permits would need to be submitted retro-actively for the already constructed signs. Following staff review, it was determined that the existing signs were not in compliance with the masonry wrapping standard for monument signs. The applicant is now requesting a waiver to allow for the two existing signs to remain as constructed without adequate masonry wrapping. The applicant's justification for approval in granting the variance has been attached as Exhibit 5.

Planning Analysis

Section 63-54(f) (Monument sign) of the Sign Ordinance contains the following standard:

- Monument signs must be wrapped in masonry material to match or compliment building, exposed sign cabinets or poles are prohibited. The masonry material wrapping the advertising area shall not exceed 100 percent nor fall below 30 percent of the commercial advertising area.

Approval Standards in Granting a Variance.

(Chapter 63-Sign Regulations, Section 63-12(b) - Variances):

Consideration

Special conditions exist that are **peculiar to the land, structure or building** involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.

The **strict interpretation** of the chapter would **deprive the applicant of rights commonly enjoyed by other properties** in the vicinity under the terms of this chapter.

Special conditions and circumstances do not **result from the actions of the applicant(s)** and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.

Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare

The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and

Granting the variance will be in harmony with the **spirit and purpose** of this chapter.

OPTIONS:

- 1) Approve the sign variance with or without conditions;
- 2) Deny the sign variance.

RECOMMENDATION:

Staff recommends Council render a decision on the variance request. It is staff's determination that the variance request is minimal in nature and the signs match the overall architectural theme of the campus. Additionally, the masonry base is substantial and complements other masonry aspects of the adjacent educational buildings.

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
Director of Development Services
tmcilwain@burlesontx.com
817-426-9684

Burleson ISD Sign Variance

Location:

- 517 SW Johnson Ave.

Applicant:

Jeffrey Parrack
Burleson ISD

Item for approval:

Sign Variance (Case 23-036)



Burleson ISD Sign Variance

Background:

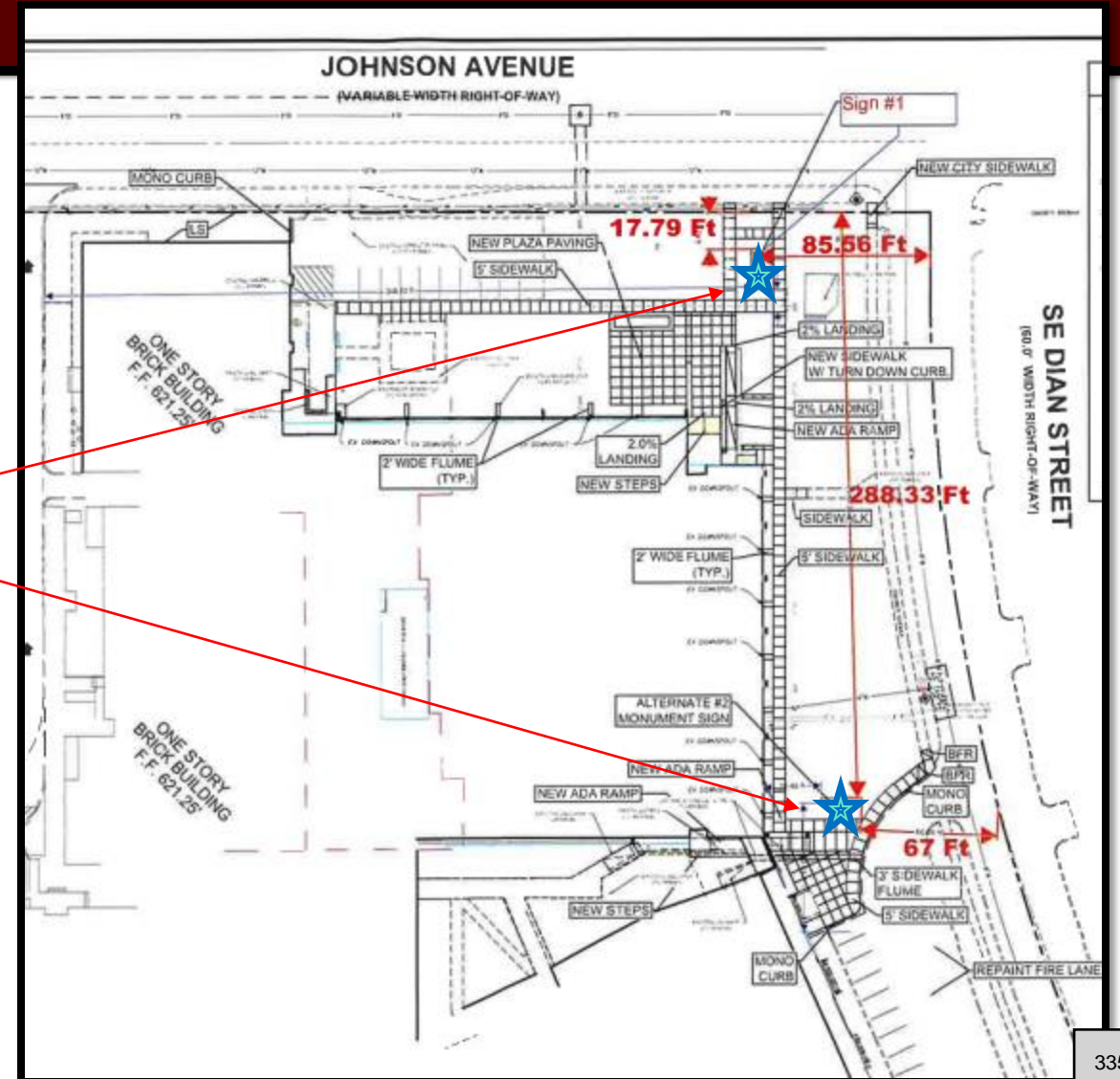
2021: Building Permits for Burleson ISD were approved.

- Applicant was under the impression that signage approval was included in building permit approval.

2022: Two monument signs were constructed without permits.

2023: Sign permits were retro-actively submitted.

- Staff review determined that the existing signs are not in compliance with masonry wrapping standard.

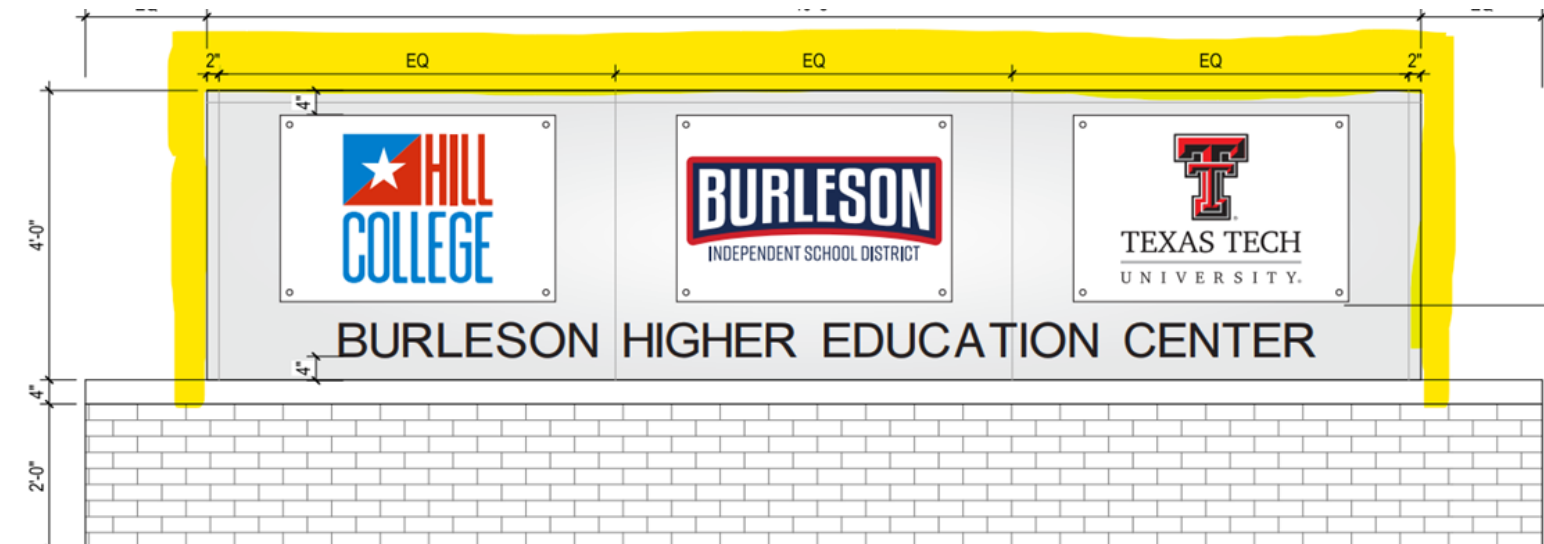


Burleson ISD Sign Variance

Sign Variance Summary:

Section 63-54(f) (Monument sign) of the Sign Ordinance contains the following standard:

- Monument signs must be wrapped in masonry material to match or compliment the building, exposed sign cabinets or poles are prohibited. The masonry material wrapping the advertising area shall not exceed 100 percent nor fall below 30 percent of the commercial advertising area.



Burleson ISD Sign Variance

Request #1:

- A variance to allow for two monument signs without sufficient masonry wrapping.

Applicant's Justification:

- Sign design contains characteristics of main building.
- Contract funds have been relocated.

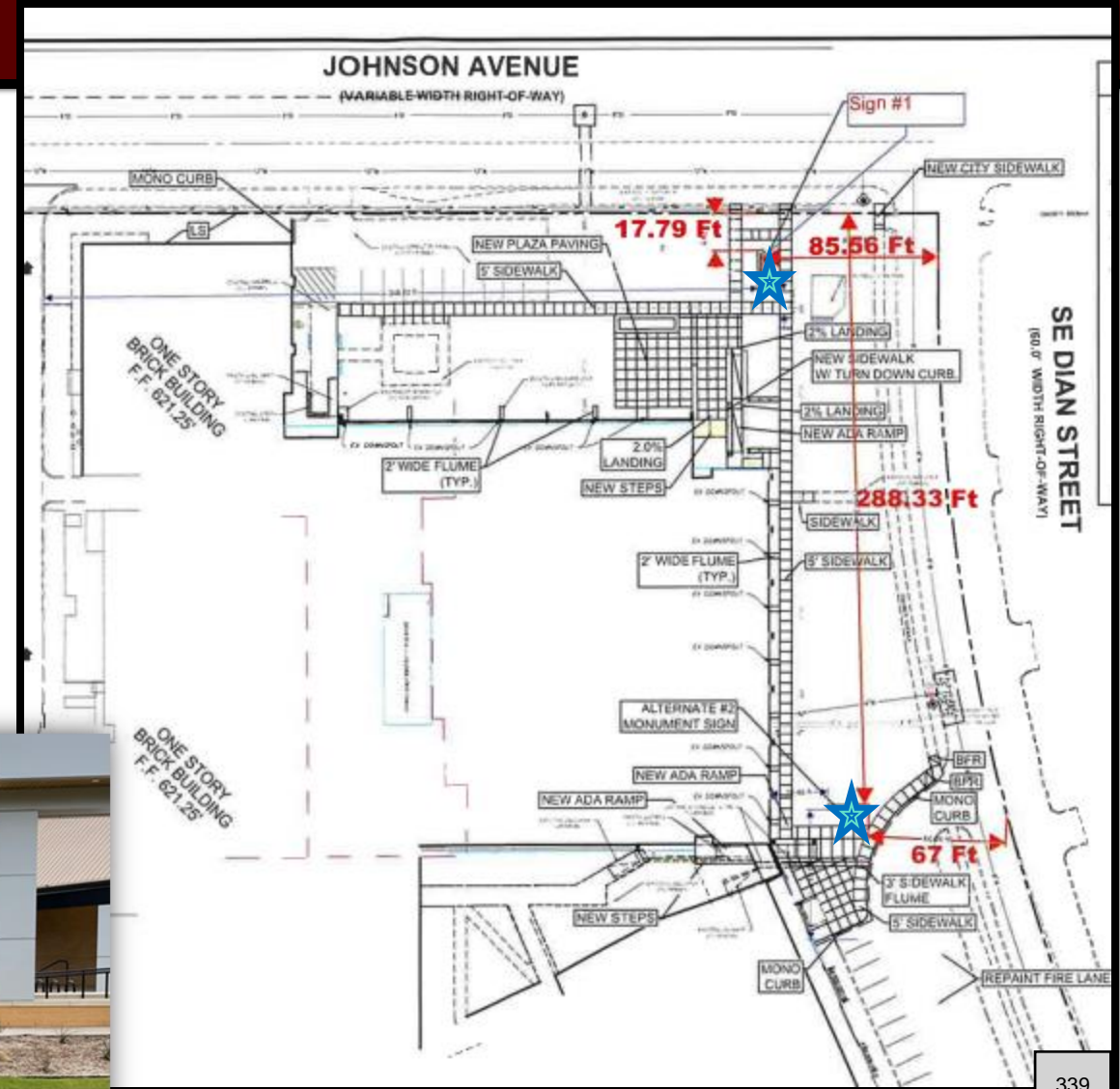


Burleson ISD Sign Variance

Consideration
<i>Special conditions</i> exist that are <i>peculiar to the land, structure or building</i> involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.
The <i>strict interpretation</i> of the chapter would <i>deprive the applicant of rights commonly enjoyed by other properties</i> in the vicinity under the terms of this chapter.
Special conditions and circumstances do not <i>result from the actions of the applicant(s)</i> and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.
Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare
The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and
Granting the variance will be in harmony with the <i>spirit and purpose</i> of this chapter.

Staff Recommendation

- It is staff's determination that the variance request is minimal in nature and the signs match the overall architectural theme of the campus. Additionally, the masonry base is substantial and complements other masonry aspects of the adjacent educational buildings.



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR A VARIANCE OF CHAPTER 63, SIGN REGULATIONS, TO ALLOW FOR TWO MONUMENT SIGNS WITHOUT MASONRY WRAPPING AT 517 JOHNSON AVE.

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, Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) regulates the location, size, construction, erection, duration, use, and maintenance of signs within the jurisdiction of the City; and

WHEREAS, on April 4, 2023, an application was submitted by Jeffrey Parrack with Burleson ISD for a sign variance to allow for two monument signs without adequate masonry wrapping at 517 SW Johnson Ave, under case number 23-036; and

WHEREAS, on June 5, 2023, the City Council made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and

WHEREAS, the City Council finds and determines that special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity; and

WHEREAS, City Council finds and determines that the strict interpretation of Chapter 63 would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of Chapter 63; and

WHEREAS, City Council finds and determines that the special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and

WHEREAS, City Council finds and determines that granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and

WHEREAS, City Council finds and determines that the request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of Chapter 63; and

WHEREAS, City Council has determined that granting the variance will be in harmony with the spirit and purpose of Chapter 63; and

WHEREAS, the City Council finds and determines the conditions attached to the variance, if

any, are necessary to achieve the purpose of Chapter 63.

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

Section 1.

City Council hereby grants a variance to Section 63-54(f) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) requiring monument signs be wrapped in masonry material, to allow for both signs to remain as constructed without sufficient masonry wrapping at 517 SW Johnson Ave. with the following condition:

Legal Non-conforming Status: Any modification or alteration to the subject signs shall require approval by the City of Burleson.

Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the monument signs at 517 SW Johnson Ave.

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:

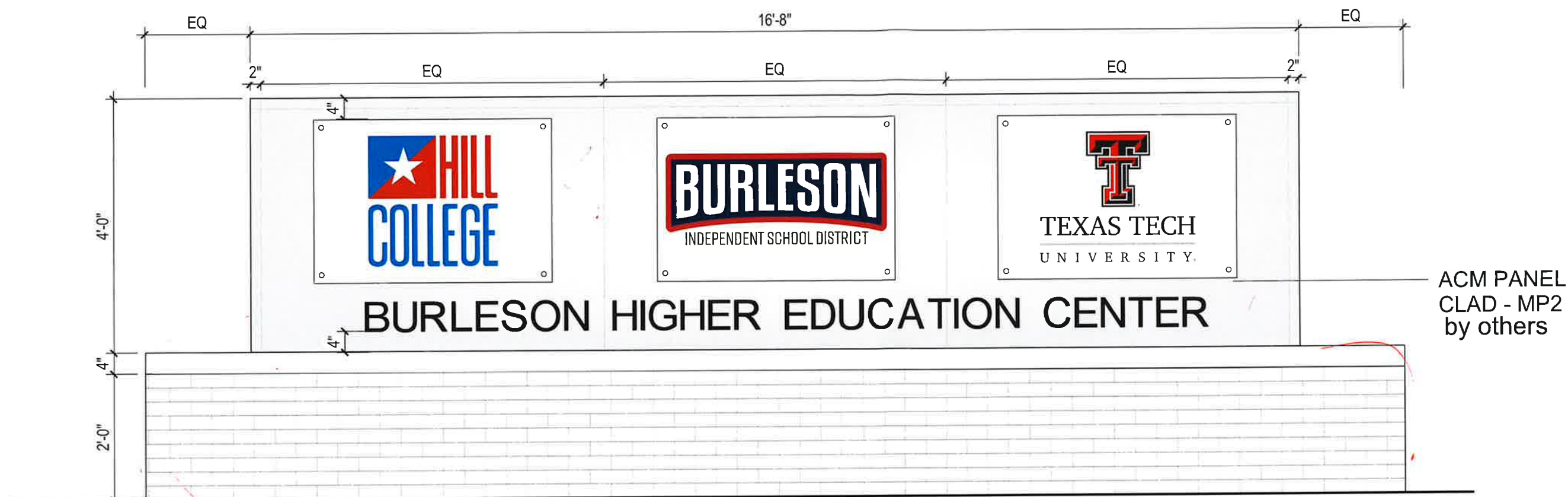
Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

DISCLAIMER:

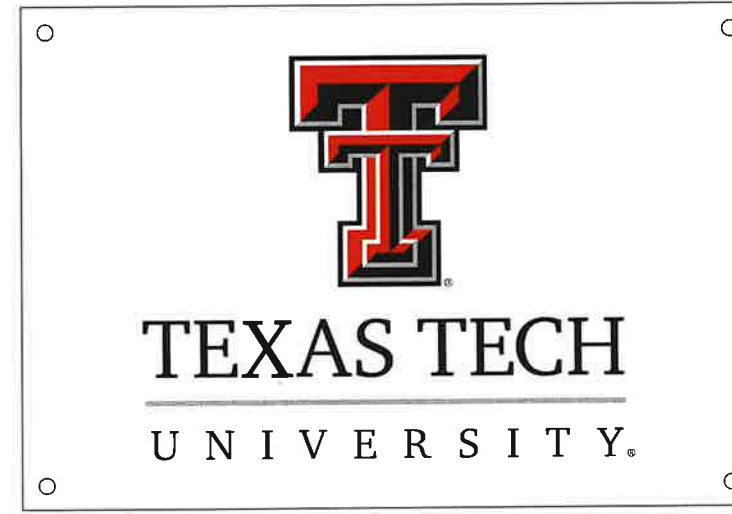
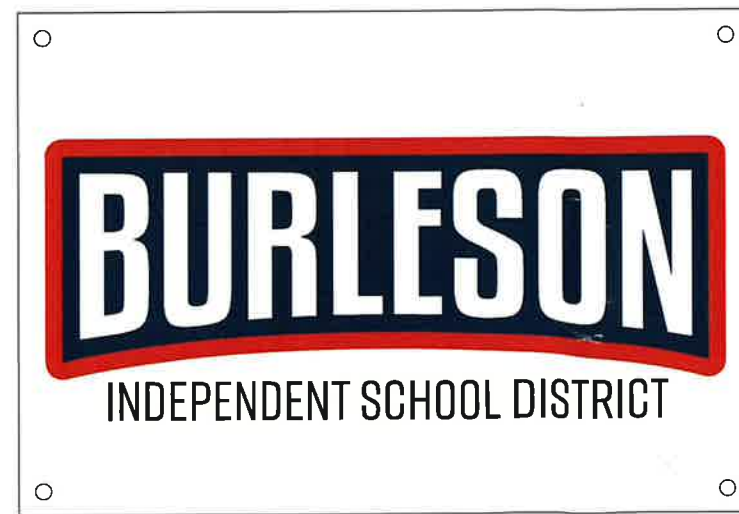
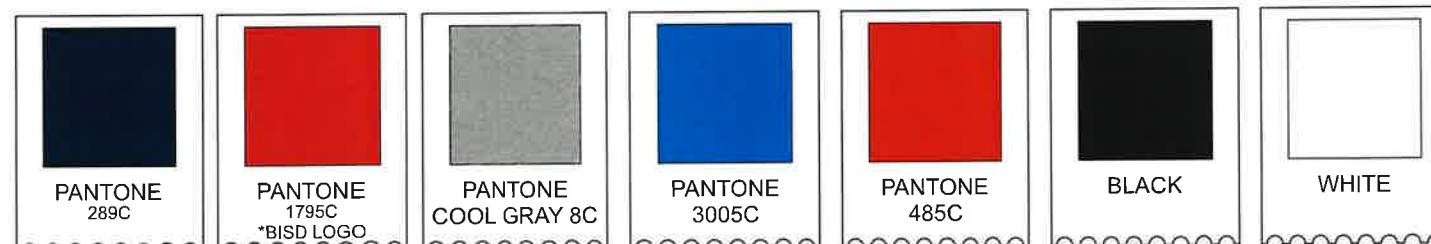
ALL SHOP DRAWINGS & ROOM SCHEDULES RECEIVED AS APPROVED OR APPROVED AS NOTED WILL BE FABRICATED AS SUCH. BENCHMARK SIGNS WILL NOT BE HELD RESPONSIBLE FOR ANY UNREVIEWED DESIGNS WITHIN THE RETURNED APPROVED SUBMITTAL OR APPROVED AS NOTED SUBMITTAL.

*ALL DESIGNS PRESENTED ARE THE SOLE PROPERTY OF BENCHMARK SIGNS, AND MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT WRITTEN PERMISSION FROM BENCHMARK SIGNS.



ARCHITECTURAL DRAWING A415 DETAIL C1
TYP. MONUMENT SIGN ELEVATION
2 MONUMENTS
DOUBLE SIDED

COLOR SCHEDULE:



44" W X 30" H X 1/4" D PAINTED ALUMINUM PANELS WITH PAINTED LOGO
1" DIAMETER BRUSHED ALUMINUM STAND OFF
LOCATED 1 1/2" TO THE CENTER OF THE STANDOFF FROM EDGE OF THE SIGN
1" PROJECTION

170"
6" BURLESON HIGHER EDUCATION CENTER

PAINTED ALUMINUM LETTERS
FONT: ARIAL
COLOR: PAINTED BLACK
MOUNT: REAR STUD FLUSH MOUNT
SETS: 4 (1 SET OF 2 FOR EACH MONUMENT, MONUMENTS ARE DOUBLE SIDED)



1822 BARNETT DR.
WEATHERFORD, TX 76087

GENERAL CONTRACTOR NAME:
JACKSON CONSTRUCTION

ARCHITECT NAME:
STANTEC ARCHITECTURE, INC.

PROJECT:
BISD HILL COLLEGE

LOCATION:
517 SW JOHNSON AVE
BURLESON, TX 76028
JOB NO.: P-21-009

PROJECT MANAGER:
APRIL CARNEY
817-560-9965 X107
acarney@benchmarksigns.biz

DRAWN BY: LB

DATE: 8.13.2021

REVISION HISTORY:

v1: 3.12.2022-ASC
v2: 3.31.2021 -ASC
v3: 9.9.22-ASC
v4: 09.16.22-ASC
v5: 10.5.22-ASC

DISCLAIMER:

ALL SHOP DRAWINGS & ROOM
SCHEDULES RECEIVED AS APPROVED
OR APPROVED AS NOTED WILL BE
FABRICATED AS SUCH. BENCHMARK
SIGNS WILL NOT BE HELD RESPONSIBLE
FOR ANY UNREVIEWED DESIGNS
WITHIN THE RETURNED APPROVED
SUBMITTAL OR APPROVED AS NOTED
SUBMITTAL.

ALL DESIGNS PRESENTED ARE THE SOLE PROPERTY
OF BENCHMARK SIGNS AND MAY NOT BE
REPRODUCED IN PART OR WHOLE WITHOUT WRITTEN
PERMISSION FROM BENCHMARK SIGNS.

SHEET 2

REVISION HISTORY:

- v1: 3.12.2022- ASC
- v2: 3.31.2021 -ASC
- v3: 9.9.22-ASC
- v4: 09.16.22-ASC
- v5: 10.5.22-ASC

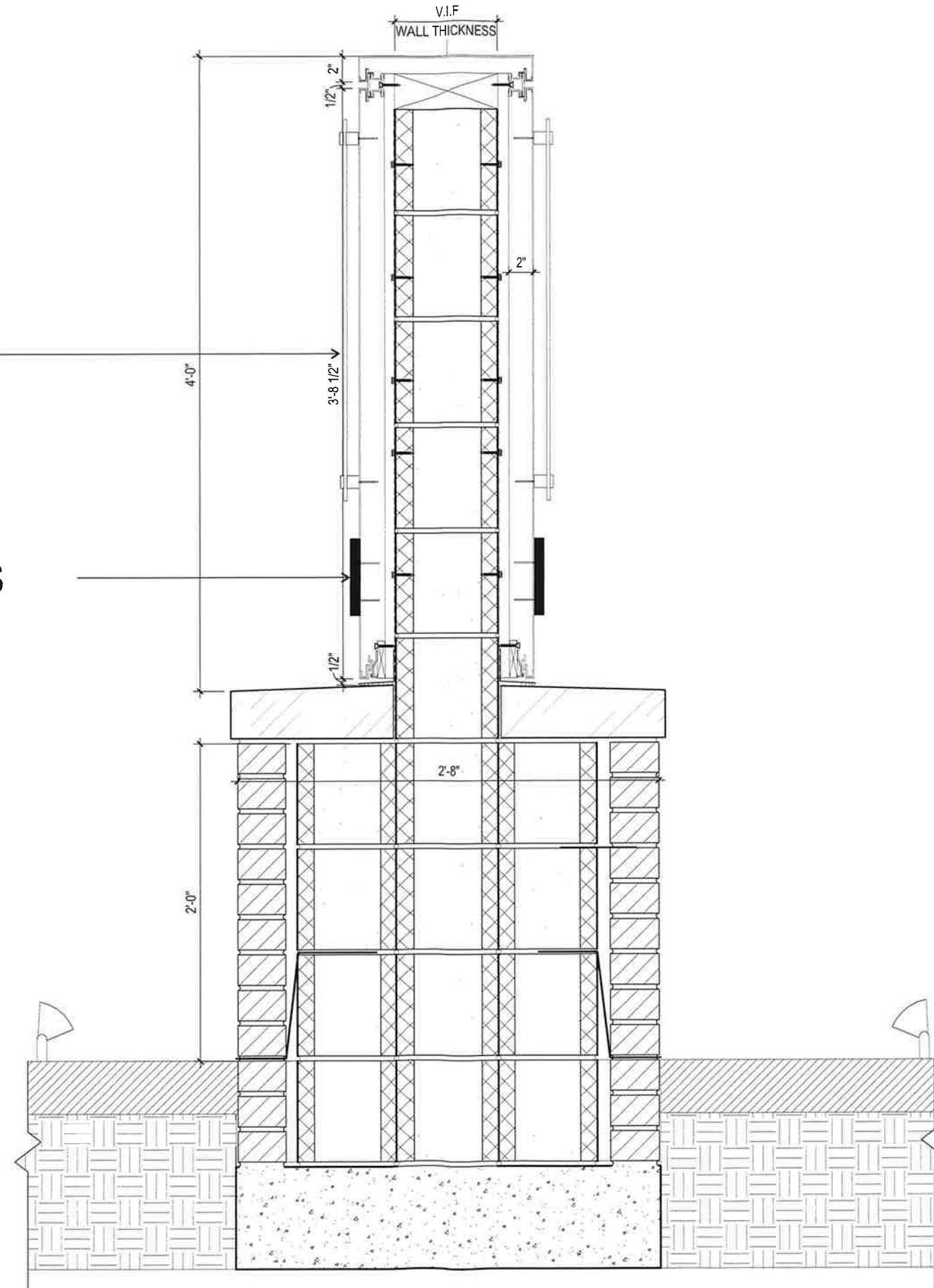
DISCLAIMER:

ALL SHOP DRAWINGS & ROOM SCHEDULES RECEIVED AS APPROVED OR APPROVED AS NOTED WILL BE FABRICATED AS SUCH. BENCHMARK SIGNS WILL NOT BE HELD RESPONSIBLE FOR ANY UNREVIEWED DESIGNS WITHIN THE RETURNED APPROVED SUBMITTAL OR APPROVED AS NOTED SUBMITTAL.

ALL DESIGNS PRESENTED ARE THE SOLE PROPERTY OF BENCHMARK SIGNS, AND MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT WRITTEN PERMISSION FROM BENCHMARK SIGNS.

METAL PANEL
WITH PAINTED
LOGOS ON
STANDOFFS

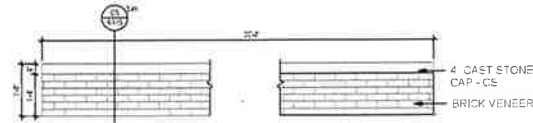
BLACK METAL LETTERS



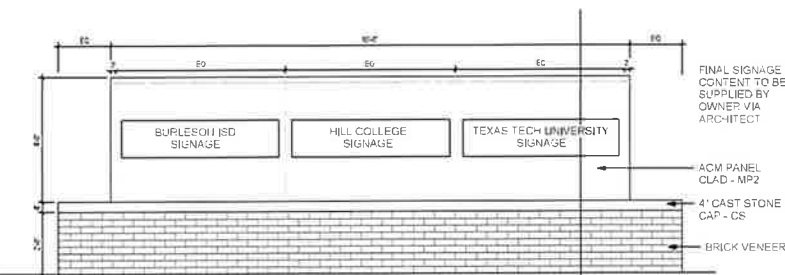


345

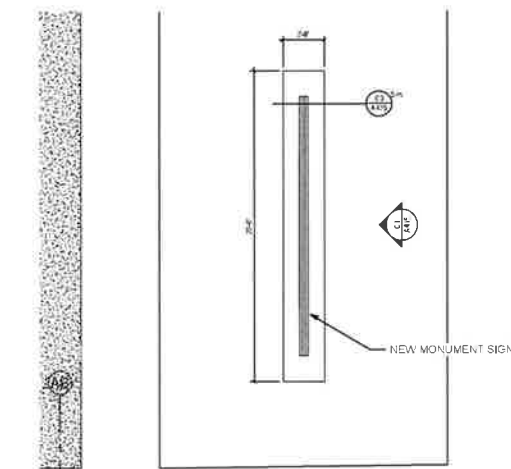
Copyright Reserved
All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from Stantec.



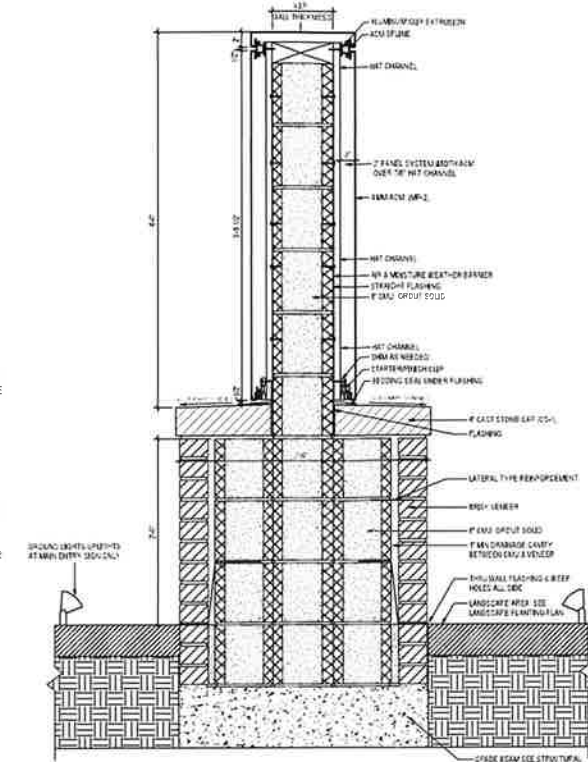
D1 NEW LANDSCAPE WALL ELEVATION
1/8" = 1'-0"



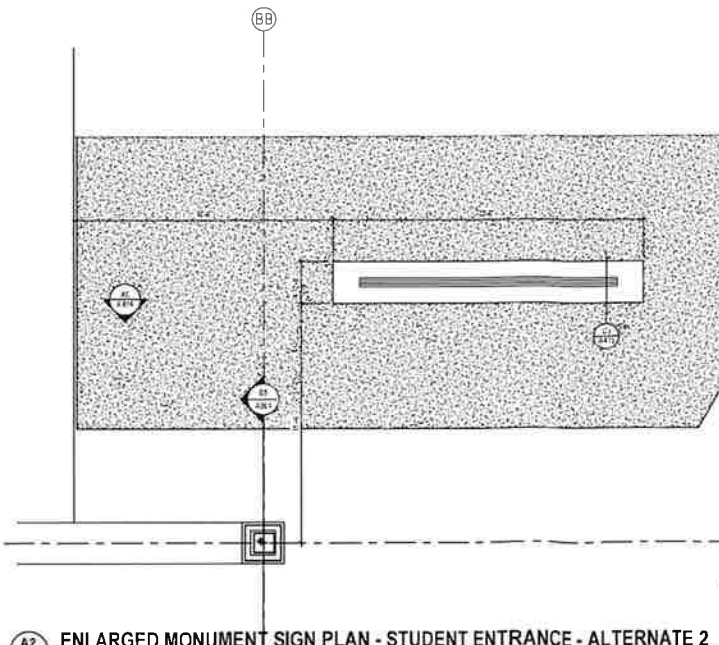
C1 TYP. MONUMENT SIGN ELEVATION
1/8" = 1'-0"



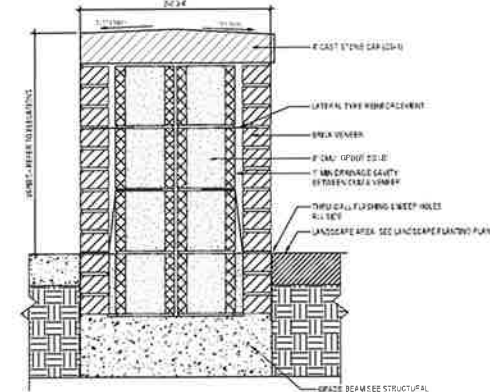
A1 ENLARGED MONUMENT SIGN PLAN - MAIN ENTRANCE
1/8" = 1'-0"



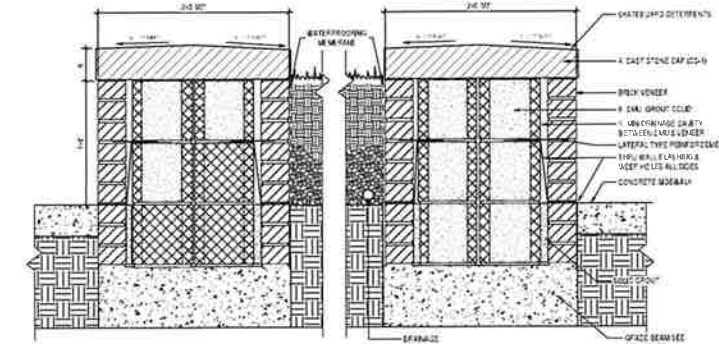
C3 MONUMENT SIGN DETAIL SECTION
1/8" = 1'-0"



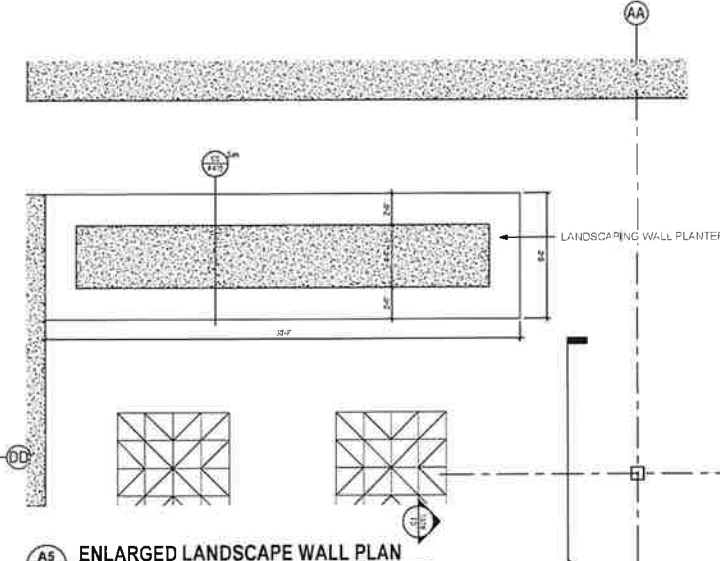
A2 ENLARGED MONUMENT SIGN PLAN - STUDENT ENTRANCE - ALTERNATE 2
1/8" = 1'-0"



D5 LANDSCAPE WALL DETAIL SECTION
1/8" = 1'-0"



C5 LANDSCAPE WALL PLANTER DETAIL SECTION
1/8" = 1'-0"



A5 ENLARGED LANDSCAPE WALL PLAN
1/8" = 1'-0"

Notes

Rev	By	Date	Description

Issued
1/14/2019
1/14/2019
1/14/2019

Permit/Seal



BURLESON
INDEPENDENT SCHOOL DISTRICT

Client/Project
Burleson Independent School District

Burleson ISD - Hill College Campus
PHASE 1
517 SW Johnson Ave, Burleson TX 76028

Title
ENLARGED PLAN - MONUMENT SIGN
& LANDSCAPE WALL

Project No: 214020912
Scale: As indicated
Drawing No: A415





BISD is requesting a variance for the monument sign that is currently on site. The design for the sign was submitted to the city in the phase 1 submission and was approved July 9th 2021. There was no indication that a separate sign permit or review was required. As such, we moved forward with the design, contracted with a sub contractor and proceeded with the construction of the sign.

The city ordinance requires: Sec. 63-54 (f) Monument signs must be wrapped in masonry material to match or compliment building, exposed sign cabinets or poles are prohibited. The masonry material wrapping the advertising area shall not exceed 100 percent nor fall below 30 percent of the commercial advertising area.

Masonry. Building materials including brick, stucco, concrete, concrete tilt wall, stone, rock, or other masonry or materials of equal characteristics.

Our sign design contains the same characteristics of the facade of the building with the brick with matching brick at the base, matching cast stone used at the entrance of the building, and matching metal panel used at the canopy and wrapping the parapet of the roof.

As this project is complete and contract funds have been reallocated, spending District funds to fix this sign would require the district to divert programmed dollars from other essential projects already in process.

Daniel Jones | Project Manager

City Council Regular Meeting

DEPARTMENT: Fire
FROM: K.T. Freeman, Fire Chief
MEETING: June 5, 2023

SUBJECT:

Consider approval of a four-month Vehicle Lease Agreement with Einstein Group, LLC, d/b/a, Speedway EMS, to utilize and lease an ambulance to enable the City to begin receiving necessary certifications from the State of Texas to provide emergency medical services in an amount not to exceed \$4000. (Staff Presenter: K.T. Freeman)

SUMMARY:

The State of Texas Department of Health Services requires ambulance transport providers to be licensed and meet certification criterion. The State licensing process generally takes from fifty to sixty days and requires the entity making application to have an ambulance in possession and physically on site for inspection. As will be discussed in the presentation, all of Burleson's four ambulances are scheduled to arrive at the end of July or early August. Therefore, staff believes it is in the best interest of the City to not delay the licensing process due to taking almost two months and as previously mentioned an entity must have possession of an ambulance(s) and on site for inspection. In order to proactively move forward with the City's licensing process staff worked with a strategic partner named Dr. Rob Genzel who represents Einstein Group, LLC so that the City can acquire an ambulance through an approved lease which will allow the State licensing process to begin. When City's new ambulances arrive staff will add the new ambulances to the State license for Burleson and will complete the necessary process to delete the leased ambulance from the States records which also includes terminating the lease agreement between the City and Einstein Group, LLC, d/b/a, Speedway EMS.

OPTIONS:

- 1) Approve the lease agreement as presented
- 2) Approve the lease agreement with modifications
- 3) Deny the lease agreement

RECOMMENDATION:

Staff recommends approving the lease agreement as presented

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

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



Burleson Fire/EMS Ambulance Update

June 5th, 2023, City Council



Timeline Recap

- January 18, 2022, Council Approved Transitioning to Fire Based EMS Transportation
- February 21, 2022, Ordered 4 Demers MXP 153 Ford F450 Ambulances with Gas Chassis per Council approval: 3-Primary & 1 Reserve (Expected Delivery Date July/Aug 2023)
- December 7, 2022, Notified by Manufacturer, due to supply shortages, gas chassis were not available to meet our July/Aug 2023 delivery schedule (Staff worked with Manufacturer to develop viable alternative to present for Council review/approval)
- December 12, 2022, Council approved change order to transition to diesel chassis in order to maintain original delivery date schedule of July/Aug 2023
- May 25, 2023, Update from Siddons-Martin, Manufacture confirmed scheduled delivery date July/Aug 2023
- October 1, 2023, Burleson Fire/EMS begins enhanced EMS Transport Services

Licensing Requirements

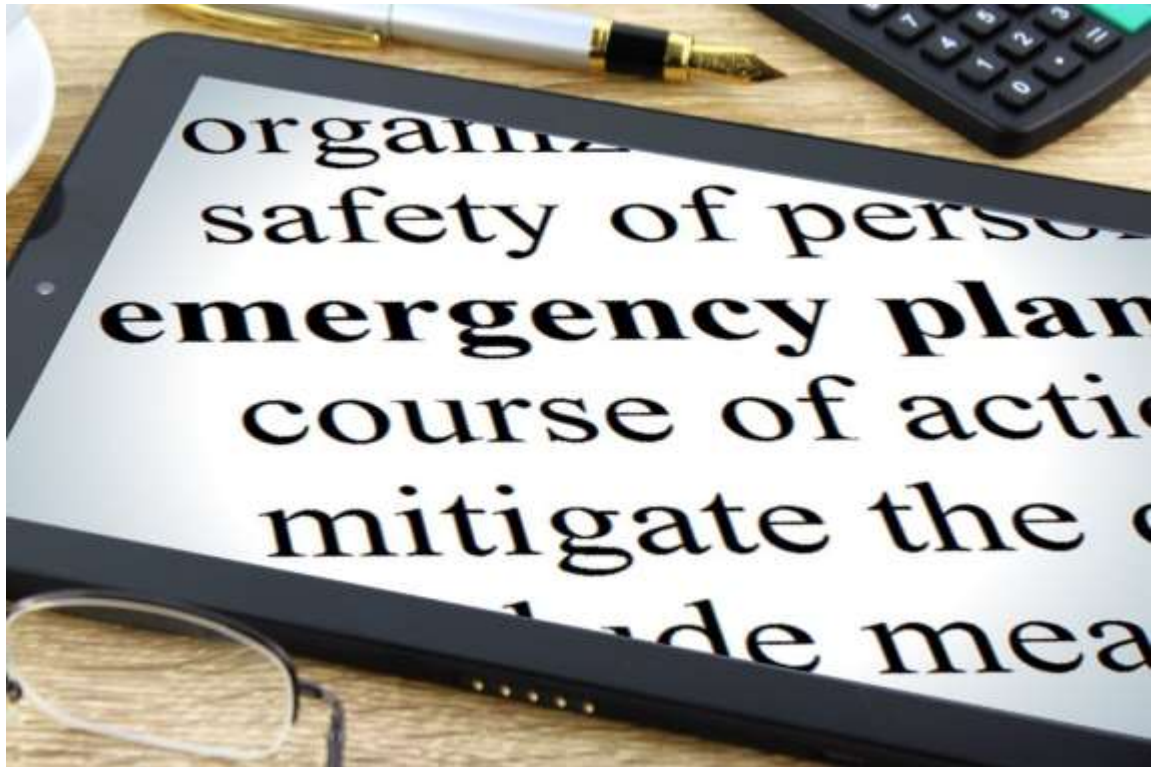
- Required to license as a provider with Texas Health and Human Services (DSHS)
- Must have an ambulance in our possession to begin licensing process
- Licensing process can take up to 50-60 days



Proactive Partnership



- Staff proactively collaborated with Dr. Robert Genzel, representing Einstein Group LLC dba Texas Motor Speedway EMS to lease an ambulance to begin DSHS licensing process
- Terms of lease include up to 4 months in an amount not to exceed \$4,000.00 (\$1,000 per month)
- Will take possession of TMS Ambulance after June 5, with Council Approval
- Met with DSHS Representatives in May to review Licensing process and received approval regarding leasing a unit to begin licensing process



Delivery Contingency Plan

- Anticipate delivery of all Burleson Fire/EMS Ambulances during July/August timeline
- Lease agreement allows proactive licensing to start and mitigates delaying licensing process until July/Aug (delaying licensing increases risk of not attaining license prior to Oct 1st start date)
- Unforeseen manufacture delayed delivery plan: TMS/EMS has agreed to amend lease if necessary to include leasing up to three additional ambulances for \$1,000 each per month

Council Action Requested

Option 1

- Approve a four-month lease agreement, in an amount not to exceed \$4,000 with Einstein Group LLC for the use of an ambulance allowing Burleson Fire/EMS to begin and complete the required Texas Department of State Health Services licensing process.

Option 2

- Deny the agreement with Einstein Group LLC.
- Staff's recommendation approval of Option 1





Conclusion

QUESTIONS?

VEHICLE LEASE AGREEMENT

This **VEHICLE LEASE 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 **EINSTEIN GROUP LLC d/b/a SPEEDWAY EMS** ("SEMS").

WITNESETH:

WHEREAS, the City will begin to directly provide emergency medical services to its citizens on October 1, 2023; and

WHEREAS, the City desires to utilize and lease an ambulance vehicle so the City may begin the process of receiving necessary certifications from the State of Texas to provide emergency medical services; and

WHEREAS, SEMS possesses and owns an ambulance vehicle it would like to lease to the City, and the City would like to lease such vehicle based on the terms and conditions provided in this Agreement.

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

1. LEASE OF VEHICLE.

SEMS hereby leases to the City and the City hereby leases from SEMS, based on the terms and conditions provided in this Agreement, the following vehicle (hereafter the "Vehicle"):

Year: 2000	Make: FORD	Model: McCoy Miller	Color: White
VIN: 1FDXE45F1YHB85477	License Plate: KRB-5860	Expiration: 2023____	
Odometer: 125,486			

2. TERM.

This Agreement shall commence upon execution by the parties and terminate on October 1, 2023, unless terminated earlier in accordance with the provisions of this Agreement (the "Term"). Those obligations concerning warranties and representations and other provisions which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Sections 10, 16, 28, and 30.

3. COMPENSATION.

The rent for the Vehicle is **ONE THOUSAND DOLLARS (\$1,000.00)** per month (the "Rent"). The City shall pay SEMS the Rent on the fifteenth (15th) day each month during the Term of the Agreement. Rent for the first month shall be prorated from the date of delivery. The Rent shall be paid by the City to SEMS at its address set forth below in this Agreement.

4. INSURANCE.

During the term of the lease and until the return of the Vehicle, the City will maintain insurance acceptable to SEMS. The following minimum coverages will apply:

- a. Comprehensive collision coverage for the Vehicle, with a maximum deductible of **\$5,000.00** that stipulates that the coverage shall payout the LEAST of the following: (i) the cost to repair the Vehicle; (ii) the cost to replace a part or parts of the Vehicle with a new part or parts; the cost to replace the Vehicle with a new automobile of like kind and quality without deduction for depreciation; or (iv) the agreed value shown on the automobile schedule, which the parties agree shall be \$55,000.00; and
- b. Liability insurance for at least:
 - i. **\$100,000** per person and **\$300,000** per occurrence for bodily injury or death; and
 - ii. **\$500,000** per occurrence for property damage.

The City will list SEMS as “Loss Payee” or provide a similar insurance endorsement for the coverages in Section 4(a) and provide SEMS an indemnity under contract endorsement for the coverages in Section 4(b). City will provide SEMS written proof of insurance coverage upon request. Additionally, the City will inform SEMS at least thirty (30) days in advance, in writing, if any term of insurance changes or the policy has been cancelled. If City fails to maintain the required insurance, or fails to provide proof of insurance, City will be in default.

For claims arising under insurance that concern physical damage to the Vehicle, City will appoint SEMS as their attorney-in-fact to initiate, settle, or release the claim. SEMS may also sign any proofs of claim or loss on behalf of the City, and receive and sign for the City on any settlement, draft, or check. City also gives a security interest in any money paid under City’s insurance.

City will promptly notify SEMS of any accident or incident that may result in an insurance claim.

5. LICENSE PLATES AND REGISTRATION.

The Vehicle shall bear license plates, and the title to the Vehicle shall be registered in the name of SEMS. The annual registration or license fees shall be paid by SEMS. Unless otherwise specified, SEMS shall, where required, register each item of equipment to conform with the laws of the State of Texas.

6. DELIVERY OF VEHICLE.

SEMS shall use all reasonable diligence to speedily deliver the Vehicle leased under this Agreement to the City following the execution of this Agreement but shall not be liable to City for any failure or delay in obtaining the Vehicle or making delivery of the Vehicle, if SEMS shall have exercised reasonable diligence.

7. USE OF VEHICLE.

City agrees that it will not use or permit the use of the Vehicle in a negligent or improper manner, City agrees that it will not permit the Vehicle to become subject to any lien, charge, or encumbrance.

8. MAINTENANCE OF VEHICLE.

Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the Vehicle during the Term, including but not limited to gasoline, oil, batteries, repairs, maintenance, tires, tubes, and towing necessary for the proper use and operation of the Vehicle, are at City's expense. City agrees that the oil in the crankcase shall at all times be kept at proper level and shall be completely changed and the Vehicle lubricated at intervals recommended in the manual provided by the manufacturer of the Vehicle.

9. RISK OF LOSS.

City shall bear all risks of damage or loss of the Vehicle or any portions of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of the Vehicle shall be at the cost and expense of the City and shall be accessions to said Vehicle. The City shall at all times, and at City's expense, keep the Vehicle in good working order, condition, and repair, reasonable wear and tear excepted.

10. INDEMNITY.

As City is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, City agrees to defend and indemnify SEMS any other agent of SEMS and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which SEMS, any other agent of SEMS or any of their respective successors or assigns may incur by reason of City's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of the Vehicle or related to or arising out of or in connection with the use, operation or condition of the Vehicle. The provisions of this Section shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of City and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to City pursuant to Texas law.

11. ADDITIONAL CHARGES.

The City agrees to pay all storage charges, parking charges, and fines. The City shall pay any fees or taxes which may be imposed with respect to the Vehicle by any duly constituted governmental authority as the result of the City's use or intended use of the Vehicle.

12. TERMINATION – END OF TERM.

This Agreement and lease of the Vehicle terminates at the expiration of the Term, unless terminated earlier in accordance with Section 13.

13. TERMINATION – DEFAULT.

Time is of the essence of this agreement. SEMS, at SEMS's option, may by written notice to City declare this Agreement in default on the happening of any of the following: (i) Default by the City in payment or performance of any of its obligations under the Agreement; (ii) Voluntary assignment of City's interest herein; (iii) Involuntary transfer of City's interest herein by operation of law; or (iv) Expiration or cancellation of any policy of insurance agreed to be paid for by City, the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance during the Term of this Agreement. If the City does not cure the default within ten (10) days of receiving the notice of default, the Vehicle shall be surrendered and delivered to SEMS, and SEMS may take possession of the Vehicle wherever it may be found. If the City does not cure the default within ten (10) days of receiving the notice of default, City and City's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the Vehicle leased under this Agreement or the possession or use of such Vehicle, and SEMS shall retain all rents and other sums paid by City under this Agreement. The rights and remedies of SEMS under this Agreement are not exclusive but cumulative and in addition to all other rights and remedies provided by law.

14. SURRENDER OF VEHICLE.

On expiration of the Term, City shall surrender the Vehicle, in the same condition as when received, less reasonable wear and tear, and free from collision or upset damage, to SEMS at the address set forth for SEMS below in this Agreement or at any other location mutually agreed on by the parties.

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

To SEMS:

16. WARRANTIES.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY SEMS TO THE CITY, EXCEPT AS CONTAINED HEREIN, AND SEMS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CITY NOR TO ANYONE ELSE OF ANY KIND AND HOWSOEVER CAUSED; WHETHER BY THE VEHICLE, THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLE; THE FAILURE OF THE VEHICLE; OR THE INTERRUPTION OF SERVICE OR USE OF THE VEHICLE LEASED UNDER THIS

AGREEMENT.

17. ASSIGNMENT.

City agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement or the lease itself. This Agreement and the rights and interests of the City under this Agreement are subordinate to any security agreement executed by SEMS and any such assignee, covering the Vehicle.

18. NO WAIVER.

The failure of the City or SEMS 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 SEMS's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

19. LEASE ONLY.

This Agreement is one of leasing only and City shall not acquire any right, title, or interest to the Vehicle other than that of a lessee.

20. 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 Tarrant County, Texas or the United States District Court for the Northern District of Texas.

21. 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.

22. FORCE MAJEURE.

The City and SEMS 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.

23. 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.

24. 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.

25. 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.

26. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and SEMS, 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.

27. 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.

28. 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.

29. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

If required under law, SEMS 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.

30. MANDATORY STATUTORY PROVISIONS.

SEMS 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, SEMS 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. SEMS acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory. For these purposes, “electronic transmission” means electronically scanned or signed and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign or DocuSign.

32. TEMPORARY USE BY SEMS.

SEMS may need use of the Vehicle from September 21, 2023, through September 25, 2023, (the “Temporary Use Period”). If SEMS shall need use of the Vehicle during the Temporary Use Period, it shall notify the City in writing by September 1, 2023. If SEMS elects to use the Vehicle during the Temporary Use Period, the parties agree to negotiate in good faith an amendment to this Agreement allowing such use and specifying necessary terms, such as surrendering possession of the Vehicle. If SEMS elects to use the Vehicle during the Temporary Use Period, the City shall not be entitled to any rent from SEMS or a reduction in Rent under this Agreement.

SIGNATURE PAGE

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

CITY OF BURLESON:

**EINSTEIN GROUP LLC d/b/a
SPEEDWAY EMS**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: June 5, 2023

SUBJECT:

Consider approval of a service contract with Freese and Nichols, Inc to create an asset management policy, risk matrix, and a pavement management plan in the amount of \$148,814.
(Staff Contact: Eric Oscarson, Director of Public Works)

SUMMARY:

Asset management is a strategy used to meet a required level of service, in the most cost-effective manner, by managing assets for present and future customers. It employs predictive modeling, risk management, and optimized decision-making techniques to establish asset life cycle treatment options and related long-term cash flow predictions. The overall asset management hierarchy typically includes asset management policy, objectives, strategy, and planning.

An asset management policy is an essential component of having a solid and comprehensive asset management strategy. Providing a set of guiding principles, intention, goals, and methods for asset management. The policy will outline how asset management will be integrated within the organization. It will contain goals, service levels, maintenance standards, and clearly define roles and responsibilities.

A risk matrix is created using each asset's level of risk is its magnitude. It is estimated by considering and combining consequences and probabilities. Having a risk matrix and asset management plan will help Public Works plan for replacements of aging infrastructure and be predictive versus reactive. This contract will create the initial city-wide asset management program, as well as the risk matrix. As part of this contract, we will complete a full risk assessment and asset management plan for pavement.

With a completed asset management policy and risk scores, a Consequence Criticality Matrix and Risk Register can be completed. A Criticality Matrix has different consequence categories that contain threshold criteria for deciding how assets will be addressed. This will allow the city to choose a proper risk mitigation strategy for to each asset. A Risk Register will list all assets, documented risks, risk levels of CoF and PoF, along with current and planned actions to mitigate risks.

Freese and Nichols was hired to summarize the City's existing pavement management activities and develop a comprehensive pavement management program. A comprehensive pavement management program will allow City staff to make informed decisions that optimize the timing of maintenance activities, reduce overall lifecycle cost of the roadway network, and extend the life of the City's roadway infrastructure.

Currently, the City utilizes a third-party contractor to perform pavement condition assessments to identify the roadway network's condition. The City will be performing a pavement condition assessment in the summer 2023 and seeks to expand on the previously completed pavement management plan utilizing this updated pavement condition assessment data. The main purpose for the completed/updated evaluation and assessment is to better understand the value in preventive maintenance versus reactive maintenance at a much higher cost.

Once the asset management policy, risk matrix, and pavement assessment are completed, staff will utilize existing software to input the new data and will be able to run scenarios that will assist in optimizing pavement maintenance and assist in funding data in the future. Staff will be able to create data-driven budgeting plans for asset networks to identify, forecast, and prioritize improvement projects. With the ability to run multiple scenarios based on budget limitations or target pci scores; to plan, predict costs, and prioritize maintenance.

With Freese and Nichols being engaged on the pavement management plan and previous experience with staff on other asset management projects, staff negotiated a scope and fee for asset management services.

Staff is recommending approval of a service contract with Freese and Nichols, Inc to create an asset management policy, risk matrix, and a pavement management plan in the amount of \$148,814.

OPTIONS:

- 1) Approve a service contract with Freese and Nichols, Inc to create an asset management policy, risk matrix, and a pavement management plan in the amount of \$148,814. (*Staff Contact: Eric Oscarson, Director of Public Works*)
- 2) Deny a service contract with Freese and Nichols, Inc to create an asset management policy, risk matrix, and a pavement management plan in the amount of \$148,814. (*Staff Contact: Eric Oscarson, Director of Public Works*)

RECOMMENDATION:

Approve of a service contract with Freese and Nichols, Inc to create an asset management policy, risk matrix, and a pavement management plan in the amount of \$148,814.

FISCAL IMPACT:

Budgeted Y/N: Y
Amount: \$148,814
Project: PW2302

Acct: 5203101 - 62010

STAFF CONTACT:

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

ASSET MANAGEMENT

Professional Services Contract
Freese and Nichols, Inc

ERIC OSCARSON - JUNE 5, 2023



ASSET MANAGEMENT

DEFINITION

A strategy used to meet a required level of service, in the most cost-effective manner, by managing assets for present and future customers.

WORKING MODEL

It employs predictive modeling, risk management, and optimized decision-making techniques to establish asset life cycle treatment options and related long-term funding predictions based upon a defined goal/level of service.

HIERARCHY

Overall asset management typically includes a asset management policy, objectives, strategy, and planning.

ASSET MANAGEMENT POLICY

An asset management policy is an essential component of having a solid and comprehensive asset management strategy. Providing a set of guiding principles, intentions, goals, and methods for asset management.

- Contains broad principles
- Identify roles and responsibilities, including policy implementation
- Outline how asset management is integrated within the organization
- Establish defined goals, service levels, and maintenance standards
- City wide Consequence of Failure Matrix



ASSET EVALUATION

CONSEQUENCE OF FAILURE

Consequences in safety, economy, and environment that is evaluated as the outcomes of a failure based on the assumptions that such a failure will occur.

PROBABILITY OF FAILURE

Likelihood that an asset will fail at a given time and an important part of effective risk analyses.



RISK MATRIX

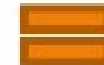
The Consequence of Failure (CoF), calculated together with the Probability of Failure (PoF), helps establish the risk level for a particular asset and set maintenance/improvements based on the calculated risk.

			LIKELIHOOD				
			1	2	4	7	10
			VL	L	M	H	VH
CONSEQUENCE	10	VH	10	20	40	70	100
	7	H	7	14	28	49	70
	4	M	4	8	16	28	40
	2	L	2	4	8	14	20
	1	VL	1	2	4	7	10

Consequence of Failure



Likelihood or Probability of Failure



Risk of Failure

CONSEQUENCE CRITICALITY MATRIX

A complex matrix with different consequence categories that contain threshold criteria for deciding how assets will be addressed.

Consequence	Critical Success Factors					
	Safety	Quality of Services	Reputation	Environment	Cost	Legal/Contractual
Severe	Would cause loss of life.	Severe impact on the quality of services provided by the Council resulting in a significant increase in complaints from the community (increase of 50% or more).	External Reputation irrevocably destroyed or damaged. Severe impact on staff turnover (increase of >20% above average levels)	Would cause catastrophic environmental damage leading to fines against the Council and significant resources to rectify.	>2.5M	Legal. Numerous Major Litigations. Contract. Termination of Contract for default.
Major	Would cause serious casualties resulting in the long-term physical impairment of personnel.	Considerable impact on the quality of services provided by the Council resulting in a marked increase in complaints from the community (increase of 25-50%).	External Reputation severely damaged: considerable effort and expense required to recover. Major impact on staff turnover (increase of 10-20% above average levels)	Would cause extensive environmental damage requiring significant resources to rectify.	\$1M-2.5M	Legal. Single Major litigation or numerous Moderate Litigations. Contract. Receive written notice from the contractor threatening termination if not rectified.
Moderate	Would cause several casualties that require hospitalisation with no long-term effects.	Some impact on the quality of services provided by the Council resulting in an increase in complaints from the community (10-25%).	External Reputation damaged: some effort and expense required to recover. Moderate impact on staff turnover (increase of 10-20% above average levels)	Would cause some environmental damage requiring the allocation of some resources to rectify.	\$500k-1M	Legal. Single Moderate litigation or Numerous Minor Litigations. Contract. Receive verbal advice that, if breaches continue, a default notice may be issued.
Minor	Would cause several minor casualties that require medical attention off-site with no long-term effects.	Minor impact on the quality of services provided by the Council resulting in an increase in complaints from the community (<10%).	External Reputation minimally affected. Little effort or expense required to recover. Minor impact on staff turnover (increase of 5-10% above average levels)	Minor environmental damage. Rectification occurs from within existing budget.	\$100k-500k	Legal. Single Minor litigation. Contract. Results in meeting between two parties in which contractor expresses concern.
Insignificant	Would cause minor injuries that are able to be treated at the site with no long-term effects.	No impact on the quality of services delivered by Council.	External Reputation not affected. No effort or expense required to recover. No impact on staff turnover	No environmental damage.	\$0-100k	Legal. Threat of litigation requiring small compensation. Contract. No affect on contract performance.

ASSET RISK REGISTER

A complete register of all assets: documented risks, risk levels, and current/planned actions to mitigate the risks.

	Risk Classification	Service Area	Failure or Adverse Event	Cause(s)	Consequences & Other Comments	LH	CONS	RISK	Existing Controls
1	Financial	Water Utility	Change in legislation affects WW Treatment Plant compliance and requires significant capital spend	due to regulator mandate specifically around removal of Nitrogen and phosphorous and sludge management		4:H	5:VH	70	New requirements will come through permit renewal. Existing permit in place for next 3 years.
2	Service	Water Utility	Failure of Inverted siphon at 15400 SW Freeway	due to inability to maintain and inability to conduct condition assessment AND due to existing back up line has already failed	Would not be able to get wastewater to treatment plant and would lead to contamination of Oyster Creek which is water source for some downstream users. Major replacement costs. Would need to set up bypass pumping which is as major task. No documented response plan. One siphon line failed 6 years ago and both installed at same time. Was inspected by camera after failure.	4:H	5:VH	70	
3	Reputational	Traffic	Unable to power signs and signals and other assets during a major power outage	due to inadequate capacity of temporary power supplies and due to concerns over reliability due to inadequate planned maintenance on generators	Would cause problems on evacuation routes during hurricanes. Battery backups only last 8 hours. Only have 8 generators but 25 junctions on evacuation routes.	3:M	4:H	28	Currently have 8 generators owned by Traffic.
4	Service	Water Utility	Unnecessary or additional severity of failures to assets serving critical customers	due to lack of lack of well developed and documented emergency response plans		4:H	3:M	28	Currently have water line asset management project (Arcadis). Preventative maintenance plans. SOP's
5	Compliance	Water Utility	Spills from un-monitored lift stations	due to lack of SCADA monitoring on some pump stations	70% of wastewater lift stations do not have SCADA coverage and could be spilling more than required	4:H	3:M	28	Lift stations manually checked by a person each day

CITY WIDE ASSETS

WATER SYSTEM

- Water Mains
- Sewer Mains
- Storage Tanks

TRAFFIC SYSTEM

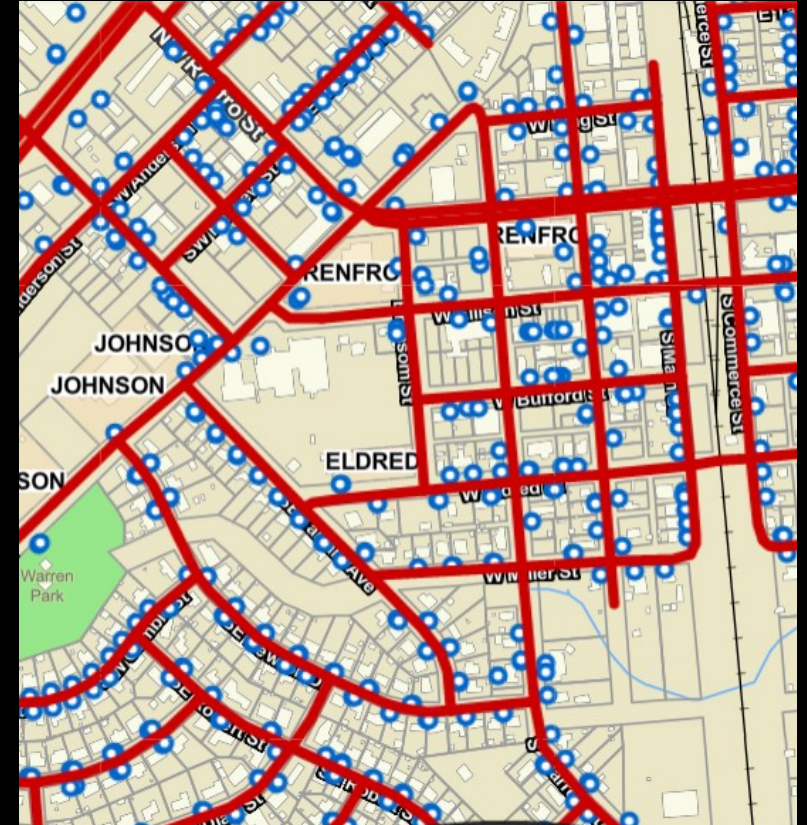
- Traffic & Crossing Signals
- Street & Traffic Signs
- Pavement Markings

FACILITIES

- Roofs
- AC Units
- Power Generators

FLEET

- Vehicles
- Fire Apparatus
- Equipment



STARTING WITH PAVEMENT

Maintained Roadway: 216 Centerline Miles

- Asphalt: 51 %
- Concrete: 49 %

Replacement Value: \$ 800,073,582



CURRENT PAVEMENT PLAN

PRIORITIZATION

The City currently prioritizes rehabilitation projects based on Pavement Condition scores and roadway classification.

WORK ORDERS / CARTEGRAPH

Minor repairs are made as concerns and complaints are submitted.



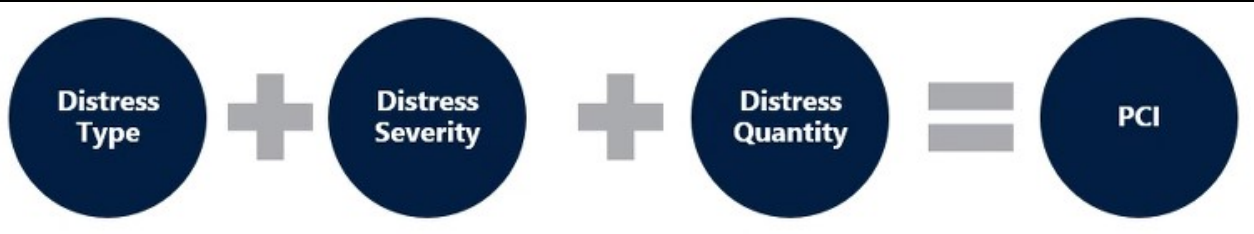
PAVEMENT ASSESSMENT

A full evaluation and in-depth analysis of current pavement condition.

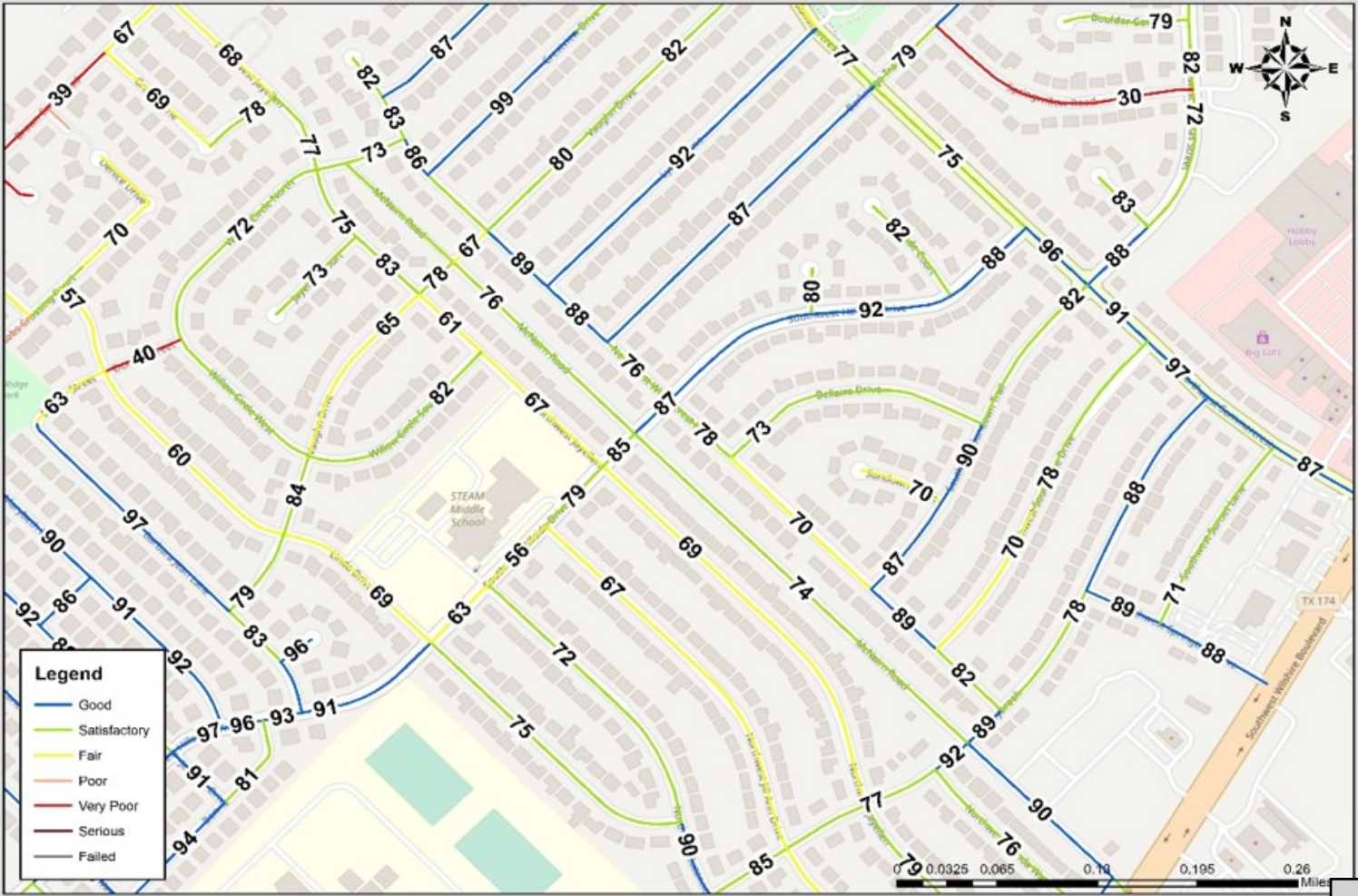
- Review accuracy of our current GIS pavement information
- Collect current pavement condition data
- Providing a Pavement Condition Index (PCI) on each roadway
- Assign importance ratings for road segments, based on traffic volumes, road functional class, and community demand



PAVEMENT PCI SCORES



Pavement Condition Index (PCI)	Condition Description
86 – 100	GOOD
71 – 85	SATISFACTORY
56 – 70	FAIR
41 – 55	POOR
26 – 40	VERY POOR
11 – 25	SERIOUS
0 – 10	FAILED



PAVEMENT MANAGEMENT PLAN

A comprehensive pavement management program will allow City staff to make informed recommendations and decisions that optimize the timing of maintenance activities, reduce overall lifecycle cost of the roadway network, and extend the life of the City's roadway infrastructure.

- Inventory pavement conditions, identifying good, fair and poor pavements
- Schedule maintenance of good roads to keep them in good condition and stay ahead of the degradation curve.
- Schedule repairs of poor and fair pavements as remaining available funding allows



PAVEMENT LIFE

The main purpose for a complete/updated evaluation and assessment is to better understand the value in **preventive maintenance** versus **reactive maintenance** at a much higher cost.

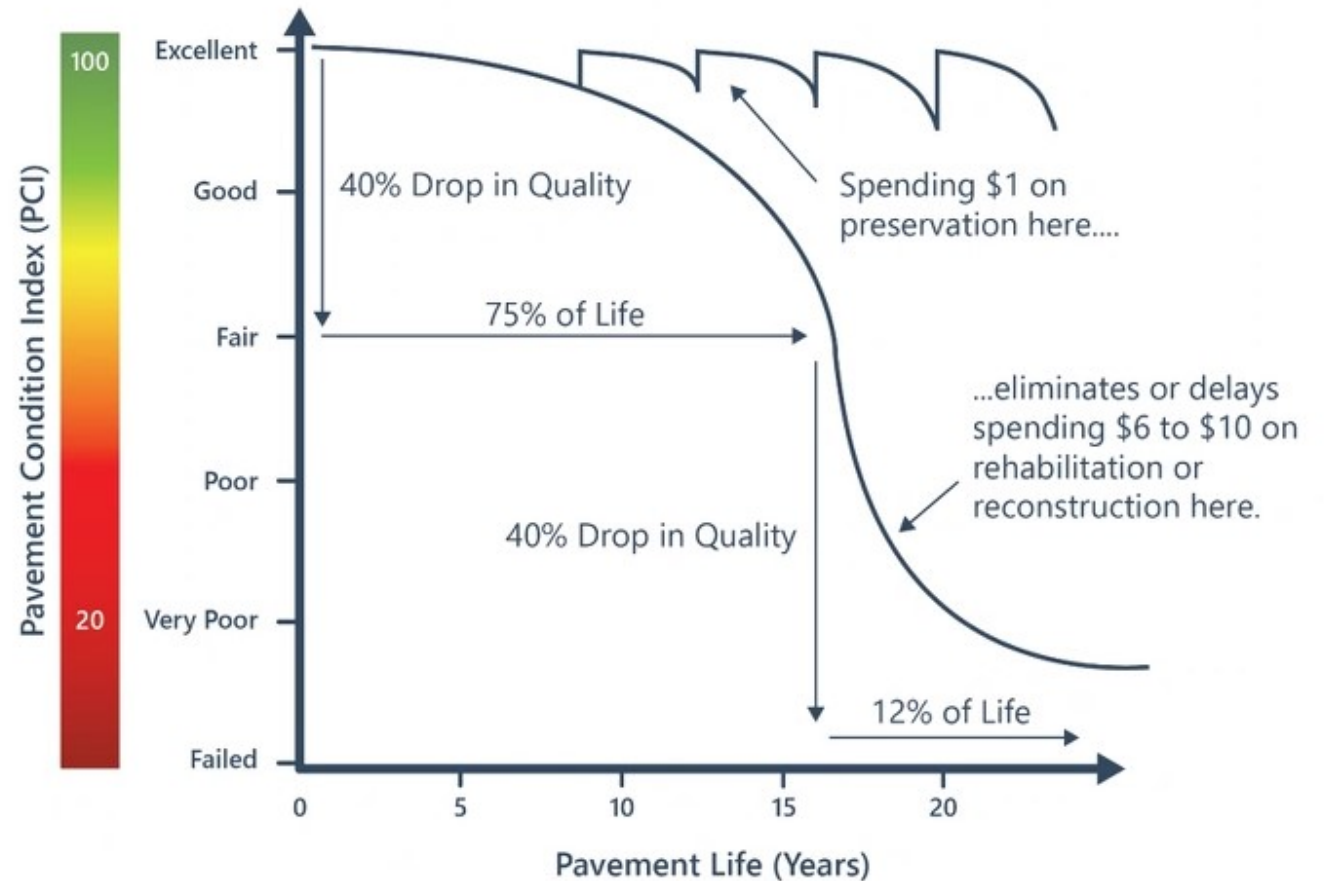


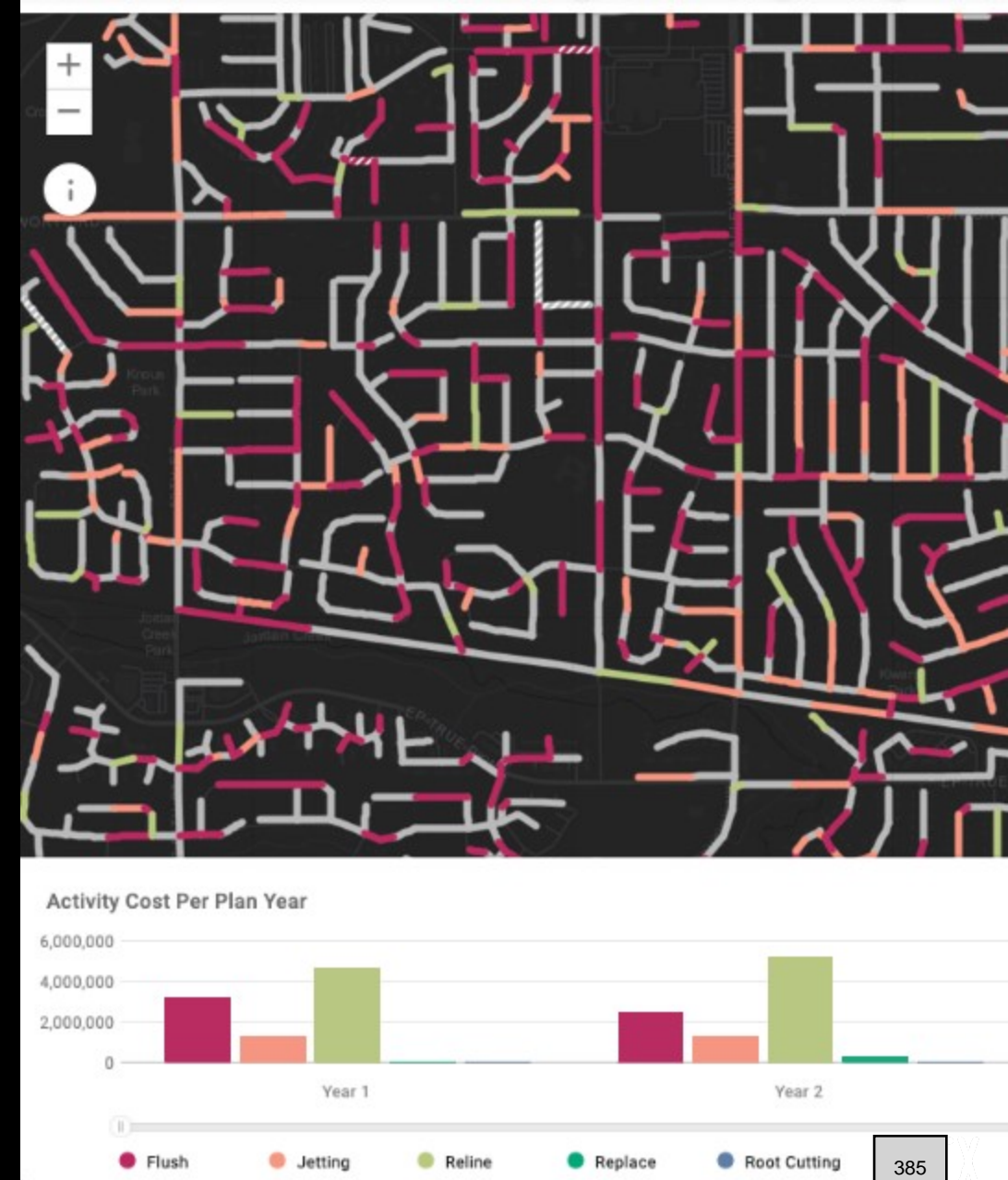
Table 1: Conservative Steady State Roadway Maintenance Activities & Estimated Annual Cost

Min. PCI Score	Max. PCI Score	Pavement Type	Centerline Miles	Total Assessed Area (sq.ft)	Average Segment Area (sq.ft)	Recommended Activity	% to be addressed per Year	Activity Cost (\$/sq.ft)	Annual Estimated Cost
91	100	Asphalt	17.4	919,205	5,107	Crack Sealing	50%	\$ 0.23	\$ 105,709
		Concrete	32.9	1,928,923	2,963	No Action		\$ -	\$ -
81	90	Asphalt	40.3	2,091,870	4,567	Rejuvenator Application & Crack Sealing	33%	\$ 1.39	\$ 959,541
		Concrete	18.9	960,374	3,011	Joint Sealing	33%	\$ 0.52	\$ 164,800
71	80	Asphalt	27.6	1,436,275	4,804	Microsurface	20%	\$ 0.39	\$ 112,029
		Concrete	12.7	678,954	3,058	Small Full Depth Repair (5% Avg. Segment Area)	20%	\$ 28.60	\$ 194,181
61	70	Asphalt	22.1	1,147,557	5,625	Mill and 2" Overlay	25%	\$ 2.98	\$ 854,930
		Concrete	3.2	136,096	3,024	Medium Full Depth Repair (10% Avg. Segment Area)	25%	\$ 28.60	\$ 97,309
41	60	Asphalt	20.1	1,039,185	6,375	Mill and 6" Overlay	25%	\$ 8.93	\$ 2,319,981
		Concrete	1.5	65,369	3,268	Large Full Depth Repair (20% Avg. Segment Area)	25%	\$ 28.60	\$ 93,478
0	40	Asphalt	6.4	332,062	6,386	Reconstruction	20%	\$ 19.59	\$ 1,301,020
		Concrete	0.0	0	0			\$ 28.60	
Estimated Asphalt Maintenance Cost:									\$ 4,352,190
Estimated Concrete Maintenance Cost:									\$ 549,767
Total Estimated Maintenance Cost:									\$ 4,901,957
Estimated Reconstruction Cost:									\$ 1,301,020
Total Estimated Maintenance & Reconstruction Cost:									\$ 6,202,977

CARTEGRAPH SCENARIO BUILDER

CREATE DATA-DRIVEN BUDGETING PLANS FOR ASSET NETWORKS TO IDENTIFY, FORECAST, AND PRIORITIZE IMPROVEMENT PROJECTS.

RUN MULTIPLE SCENARIOS BASED ON BUDGET LIMITATIONS OR TARGET PCI SCORES - TO PLAN, PREDICT COSTS, AND PRIORITIZE MAINTENANCE.



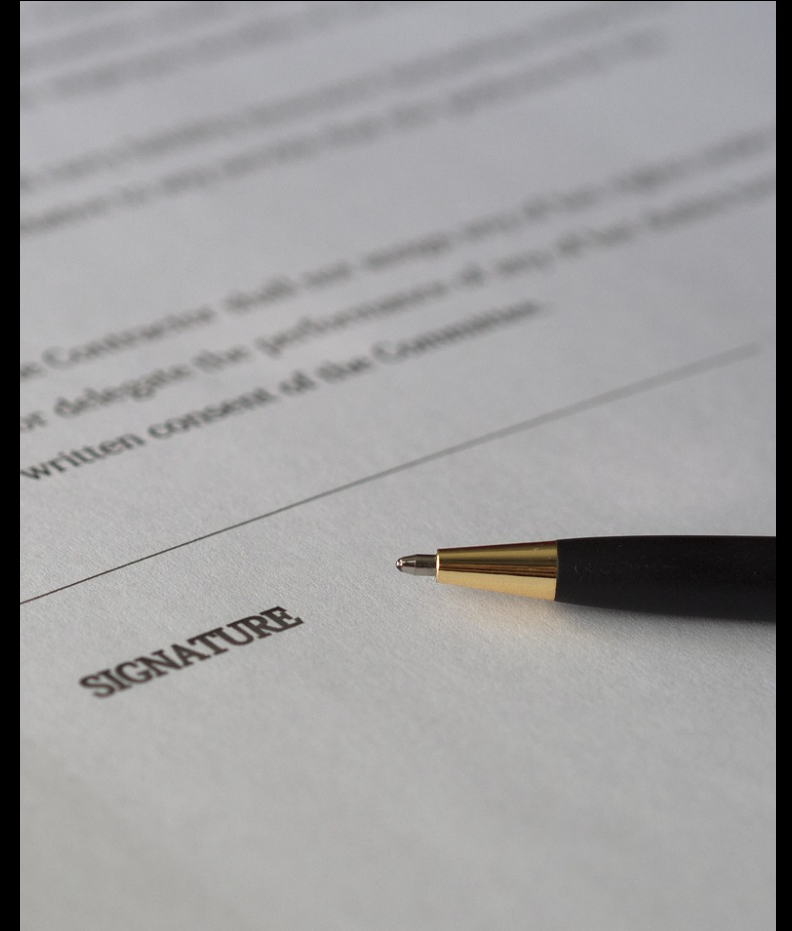
NEW CONTRACT

INCLUDED IN CONTRACT

- Asset Management Policy
- Citywide Corporate Consequence/Criticality Matrix
- Complete Risk Register
- Pavement Management Program implemented into Cartegraph

FREESE AND NICHOLS, INC.

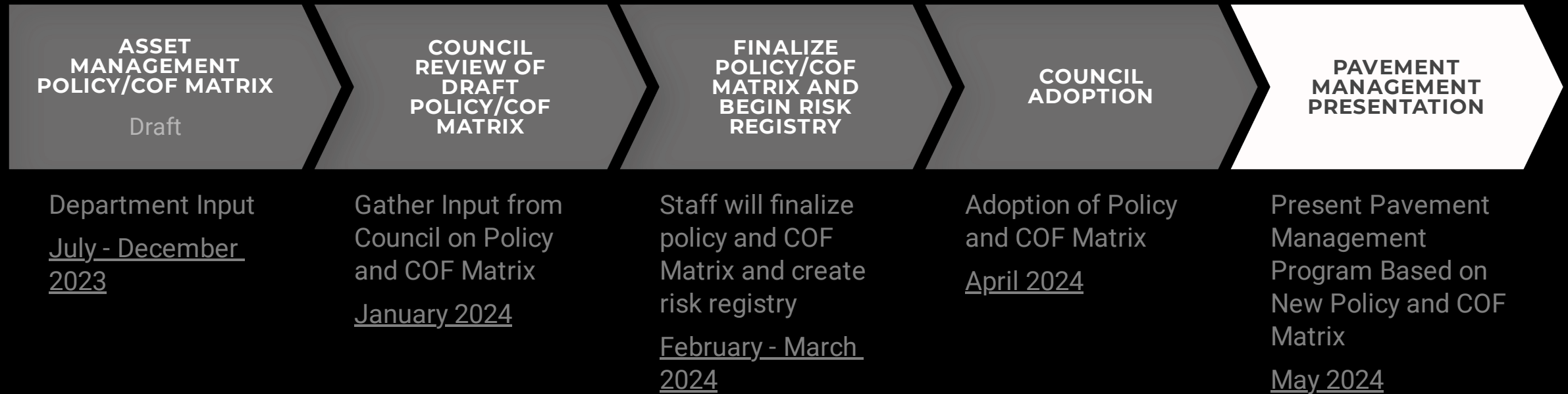
- Engaged on previous pavement management projects
- Experience with staff on other asset management projects



STEPS TO SUCCESS



FUTURE STEPS



OPTIONS

RECOMMENDED



APPROVE A SERVICE CONTRACT WITH FREESE AND NICHOLS, INC TO CREATE A PAVEMENT MANAGEMENT PLAN, A RISK MATRIX, AND AN ASSET MANAGEMENT POLICY IN THE AMOUNT OF \$148,814.



DENY A SERVICE CONTRACT WITH FREESE AND NICHOLS, INC TO CREATE A PAVEMENT MANAGEMENT PLAN, A RISK MATRIX, AND AN ASSET MANAGEMENT POLICY IN THE AMOUNT OF \$148,814.



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 Freese & Nichols, Inc. (“Consultant”).

1. SCOPE OF SERVICES.

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

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed One hundred forty-eight thousand eight hundred fourteen and 00 /100 dollars in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

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

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

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

6. **RIGHT TO AUDIT.**

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

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

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

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

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. INSURANCE.

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

10.1 Coverage and Limits

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

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

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

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

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

Freese & Nichols, Inc.

Trey Shanks, Vice-President/Principal

801 Cherry St. Suite 2800

Fort Worth TX 76102

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

16. GOVERNING LAW / VENUE.

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

District Court for the Northern District of Texas.

17. SEVERABILITY.

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

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

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

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

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

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

30. OWNERSHIP OF DOCUMENTS.

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

31. COUNTERPARTS; PDF SIGNATURES.

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

The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:

By: _____

Name: _____

Title: _____

Date: _____

Freese & Nichols, Inc.

By:  _____
D3087CBAF4D6457...

Name: Trey Shanks

Title: Vice-President/Principal

Date: 5/31/2023

APPROVED AS TO FORM:

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

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

PROJECT DESCRIPTION

GENERAL OVERVIEW

Currently the City utilizes a third-party contractor to perform pavement condition assessments to identify the roadway network's condition. The City will be performing a pavement condition assessment in summer 2023 and seeks to expand on the previously completed pavement management plan utilizing this updated pavement condition assessment data. Additionally, a risk matrix and asset management policy will be developed to prioritize future roadway maintenance activities.

ARTICLE I

BASIC SERVICES: FNI will provide the following professional services in connection with the above described project.

- 1. Project Management and Coordination Meetings** - FNI will perform general project management tasks including project coordination, communications with the City, and monthly status reporting. FNI will prepare for and conduct a project kickoff and up to six (6) virtual coordination meetings with City staff.
- 2. Citywide Corporate Risk Matrix and Asset Management Policy**
 - i. Prepare a data request memorandum and coordinate with the City to gather information, including roadway GIS, historical pavement condition assessments, and historical Cartegraph maintenance data.
 - ii. Prepare a presentation to review concepts of asset management, corporate risk matrix, and asset management policy. FNI will review the presentation during a project coordination meeting and finalize based on comments from Public Works Staff.
 - iii. Participate in an in-person workshop with the City to review concepts of asset management, corporate risk matrix, and asset management policy. The purpose of the presentation is to provide asset management concepts training to City Staff and the City's Infrastructure & Construction Committee.
 - iv. Develop draft corporate risk matrix and asset management policy documents and review with Public Works Staff during a project coordination meeting. FNI will prepare final drafts of the corporate risk matrix and the asset management policy based on comments from Staff.
 - v. FNI will host an in-person workshop with the City to review the final draft corporate risk matrix, and asset management policy documents. The purpose of the presentation is to follow up with City Staff and the City's Infrastructure & Construction Committee and solicit their feedback on the two documents.
- 3. Pavement Management Program Development**
 - i. Develop a roadway criticality scoring system in alignment with the City's corporate risk matrix. FNI will assign criticality scores to each roadway segment, prepare summary statistics of the results, and color-coded mapping of the roadway criticality scores.

- ii. Review the scoring system methodology and results with Public Works Staff during a project coordination meeting. FNI will finalize the roadway criticality scoring system methodology based on feedback from Staff.
- iii. Develop pavement degradation curves, for pavement type and roadway classification, based on available pavement condition assessment data.
- iv. Incorporate the degradation curves into the City's Cartegraph environment and run up to three (3) scenarios in Cartegraph Scenario Builder. The scenarios will be utilized to evaluate the funding and maintenance requirements of three (3) different average roadway network condition and backlog goals.
- v. Review the results of evaluation with Public Works Staff during a project coordination meeting.

4. Prepare Pavement Management Program TM

- i. Prepare a draft technical memorandum summarizing the current condition of the City's roadway network, the roadway criticality methodology and associated results, the pavement network planning evaluation findings, and the final program goals. The finalized corporate risk matrix and asset management policy documents will also be included as appendices of the TM.
- ii. Submit a digital (PDF) of the draft TM to the City for internal review prior to the review meeting.
- iii. Lead an in-person meeting with the City to review the draft pavement management plan and associated recommendations. FNI will solicit feedback and comments which will be utilized to finalize the plan.
- iv. Finalize the pavement management program TM based on input from the City during the review meeting. FNI will submit a digital (PDF) of the final document to the City.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by City, which are not included in the above described basic services, are described as follows:

- A. Roadway GIS and Cartegraph assessment.
- B. Optimized roadway maintenance strategies.
- C. Review of roadway maintenance funding and evaluation of additional funding mechanisms.
- D. City Council presentation or additional staff meetings.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services as follows:

FNI will complete the TM and provide the draft technical memorandum within seven (7) months after notice to proceed. FNI expects the project to be completed within eight (8) months after the notice to proceed.

Updated pavement condition assessment data is necessary to perform Task 3 and 4. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- H. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and CITY designate the following representatives:

CITY's Designated Representative – Eric Oscarson, P.E., 141 West Renfro, Burleson, Texas 76028; Phone: 817-426-9837; E-mail: eoscarson@burlesontx.com

FNI's Designated Representative – Trey Shanks, 801 Cherry Street, Suite 2800, Fort Worth, Texas 76102; Phone: 817-217-2221; email: ts@freese.com

FNI's Accounting Representative – Jana Collier, 801 Cherry Street, Suite 2800, Fort Worth, Texas 76102; Phone: 817-735-7354; email: jana.collier@freese.com

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.**

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2023-1017496

Date Filed:
05/08/2023

Date Acknowledged:

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

City of Burleson

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

PSA
Pavement Management Plan Phase 2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wolfhope, John	Austin, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Stephanie Stephenson, and my date of birth is July 19, 1977.

My address is 801 Cherry Street, Suite 2800, Fort Worth, TX, 76102, US.
(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 8 day of May, 20 23.
(month) (year)

Stephanie Stephenson

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: June 5, 2023

SUBJECT:

Consider approval of a minute order appointing a councilmember replacement to the Burleson Opportunity Fund Board to fill a vacancy. *(Staff Presenter: Amanda Campos, City Secretary)*

SUMMARY:

The Burleson Higher Education Opportunity Fund (BOF) was established to encourage graduating high school seniors to further their education in Burleson. The BOF's efforts capitalize on the link between higher education and economic development. In 2007 with the formation the following entities entered into an interlocal agreement and passed resolutions of support; City of Burleson, Burleson Independent School District, and Hill College. The BOF's stated and adopted bylaws Article II directs the appointment of the Board of Directors and each entities representation.

The City of Burleson has 3 members on the Board of Directors; the Mayor, a councilmember, and the current city manager or deputy city manager. The councilmember shall be appointed by the city council to fill the councilmember place on the Board.

Councilmember Ronnie Johnson served as the representative to the BOF and is no longer a serving councilmember. Ronnie Johnson may serve as an At-Large place but the councilmember place must be selected from among the current council. Council will need to take action to appoint a new member to serve.

OPTIONS:

- 1) Approve a minute order appointing a councilmember to serve on the BOF Board of Directors.

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

Burleson Higher Education Opportunity Fund Bylaws.

STAFF CONTACT:

Name: Amanda Campos

Title: City Secretary

acampos@burlesontx.com

817-426-9665 or 817-291-5846

City Council Regular Meeting

DEPARTMENT: Fire
FROM: K.T. Freeman, Fire Chief
MEETING: June 5, 2023

SUBJECT:

Remove from the table and consider approval a professional services contract with Komatsu/Rangel, Inc. dba Komatsu Architecture for design of the Burleson Fire Station 1 Renovation project in the amount of \$219,831. (*Staff Presenter: K.T. Freeman, Fire Chief*)

SUMMARY:

At its May 1, 2023, meeting the City Council tabled this item to the June 5, 2023, City Council meeting. Accordingly, City staff has placed the item on the June 5th agenda. This item will be called and considered concurrently with Item 8.E. on the agenda.

The current Five-year Capital Improvement Program (CIP) budget includes \$2m to renovate Fire Station One located at 828 SW Alsbury Boulevard. Between October 2022 and March 2023, Komatsu Architects conducted a programming study that resulted in a refined scope for the renovation project. The study documented and then prioritized renovation wish list items through workshops with station personnel, Fire Department leadership, Public Works, and the City Manager's Office.

Firefighters and paramedics from each shift at the station were involved and provided critical review and input on several conceptual layouts in order to determine the final recommended project program.

The result of the programming study is a proposed project that significantly enhances the operation, comfort, and efficiency of the firehouse portion of the station. The proposed project includes nine individual dorm rooms for shift personnel (compared to the existing three double-bunk dorm rooms), five individual restroom/showers (compared to the single existing multi-stall restroom/shower room for men and single-user women's restroom/shower room). The project updates the kitchen and pantries, dayroom, laundry room, medical storage room, indoor workout area, and patio area. In addition, the renovation includes a storm shelter.

The proposed project's total estimated cost is \$2.5m including design and construction. The additional \$500,000 would be considered this summer as the five-year CIP is updated.

Full design is anticipated to be completed in October 2023. Construction is anticipated to begin in January 2024 and be completed in July 2024.

OPTIONS:

- 1) Approve a professional services contract as presented
- 2) Do not approve a professional services contract

RECOMMENDATION:

n/a

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


At the May 1, 2023, City Council meeting the City Council tabled this item to the June 5, 2023, City Council meeting.

FISCAL IMPACT:

Project #	FA2302
Amount:	\$219,831
Funding Source:	CO – Reimbursement Resolution October 2022

STAFF CONTACT:

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

A photograph of the Burleson Fire Station No. 1. The building is a single-story structure with red brick walls and white window frames. In front of the building, there are several green bushes and a concrete sign that reads "BURLESON FIRE STATION NO. 1". To the left of the building, there are two tall flagpoles. The first flagpole has the American flag, and the second flagpole has a white flag with the "Burleson" logo. The sky is blue with some white clouds. The text "Station 1 Remodel/Enhancements Discussion" is overlaid on the left side of the image.

Station 1 Remodel/Enhancements Discussion

June 5, 2023 City Council Meeting



Discussion Objectives

- Station 1 Background
- Key Enhancements & Increased Response Capabilities
- Project Scope, Costs, & Options
- Future Fire Administration/Departmental Discussion Topics
- CIP Funding Options
- Action Item Considerations

Fire Station 1

828 S.W. Alsbury Blvd

- Dedicated March 2003
- Combination Fire Department (Paid & Volunteer)
- Burleson's population (2003 approximately 25K)
- Design focused on Large Capacity Bays for Equipment
- Original Living Quarters & Administration design consistent with Combination Department requirements
- Response living areas & Administrative office spaces have not been remodeled since 2003 & no longer meet current needs



Discussion Items From May 1st City Council Meeting



Key Project Enhancements!

SITE UNDER RENOVATION
Will be re-launched soon.



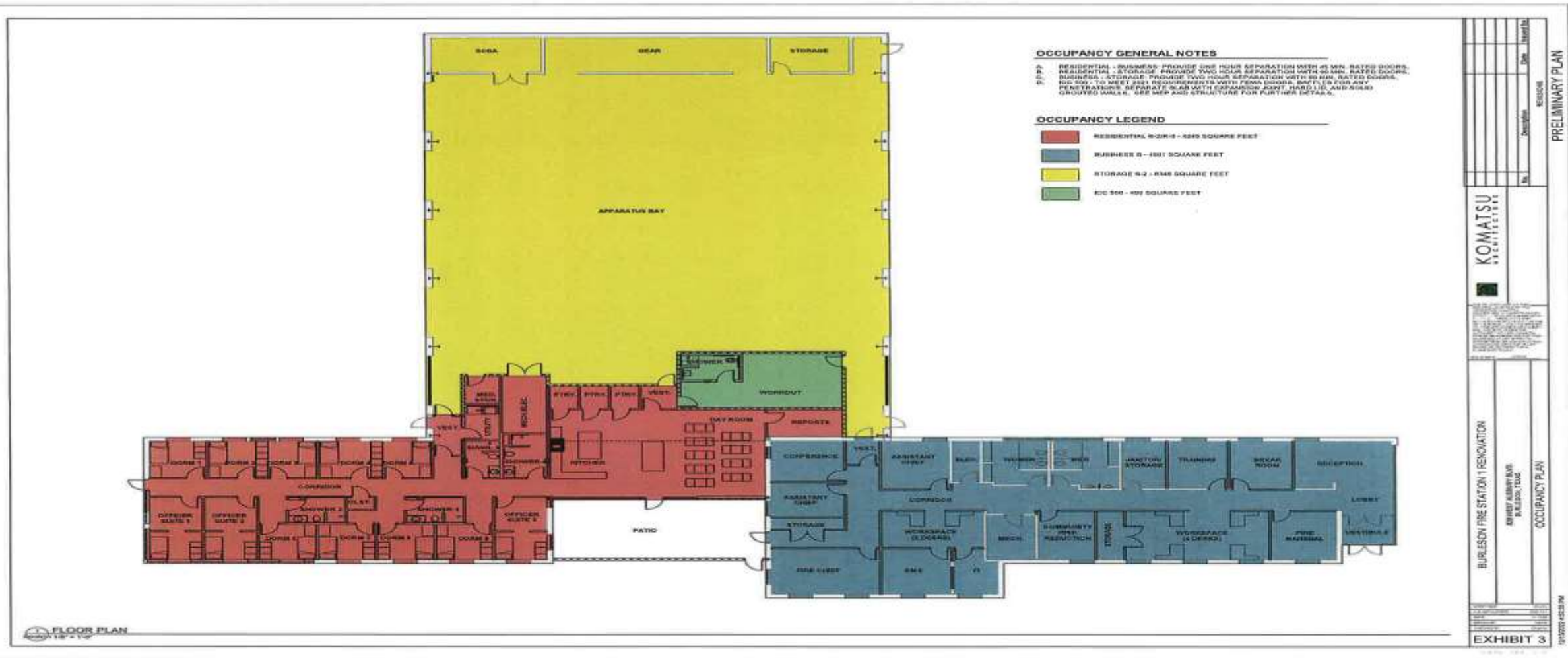
Fire Station Living Quarters:

- Indoor conditioned workout room provided for FF's
- Doubled number of shower & restroom facilities
- Increased crew capacity from 6 to 12 personnel
- Fully sprinkler living quarters
- Provides capacity to meet future demand for Fire/EMS Services for next 50 plus years
- Expanded parking lot (Station side)
- FEMA Rated Storm Shelter
- Two washers and dryers (personal use)

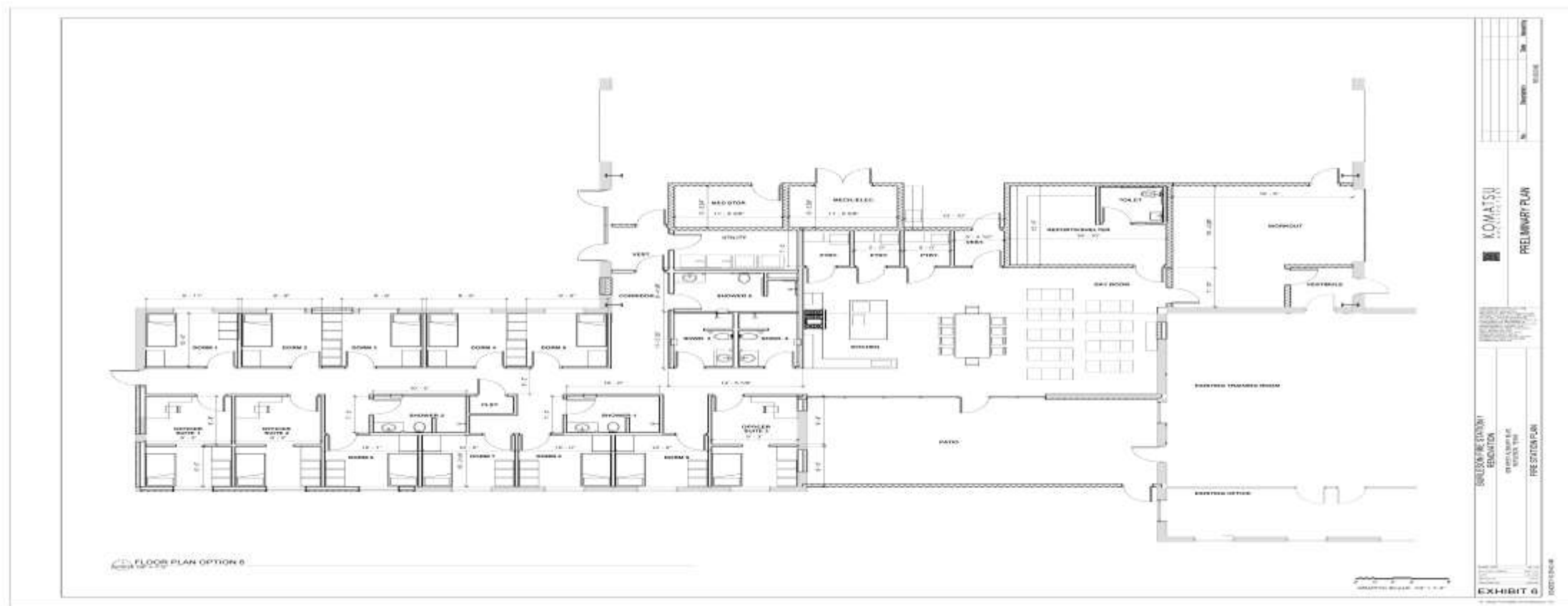
Fire Administration:

- Office capacity: Fire Chief, 2 - Assistant Chiefs, Training Officer, EMS Officer, Community Risk Reduction Officer, Fire Marshall
- Fully sprinkler facility
- 2 additional offices & 3 additional workspaces = (15 total staff)
- Provides capacity to meet anticipated Administrative needs for approximately next 8-10 years
- Private Conference room (8–12-person table)
- Break Room
- Reception Area
- Enlarged Toilet Facility

Station Living Quarters & Fire Administration



Updated Fire Station Living Quarters Design




Scope of Services Council Feedback

Staff requested to:

1. Identify costs to design full project vs separate projects
2. Consider long term needs for Fire Administration @ build out of department
3. Provide option for designing long-term needs of Fire Administration
4. Consider viability of expanding current Fire Administration building to meet 20-25 year needs





Here's what I know about the future:
it happens as a result of what we do today.

Future Fire/EMS & Administration Discussion Topic's (June/July,2023)

Fitch & Associates Retained by Staff To:

1. Conduct needs assessment for next 5 years to make staffing recommendations for Fire/EMS Operations & Fire Administration positions. Final report: June 22, 2023
2. Provide Example of Fire Administration Organizational Chart at 20-25 year build out-based on:
 - FD Staff providing long term assumptions for: total number of stations, personnel, apparatus, & ambulances needed to meet service demands in next 20-25 years



Current Fire Station 1 & Land

Eric Oscarson Director of
Public Works
CIP Funding Discussion



Additional Capital Projects

Additional Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
Fire Station 1 Improvements	\$ 300,000	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 2,000,000
City Hall Renovations	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Alsbury Phase 1 Widening - Candler to Hulen	\$ 323,545	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 3,823,545
Alsbury Design and ROW Acquisition (additional to GO Bond project)	\$ -	\$ 1,833,091	\$ -	\$ -	\$ -	\$ 1,833,091
Hulen 4-Lane Expansion (additional to GO Bond project)	\$ -	\$ -	\$ -	\$ 3,630,029	\$ -	\$ 3,630,029
Renfro Street & Johnson Avenue Pedestrian Improvement	\$ 192,497	\$ -	\$ -	\$ -	\$ -	\$ 192,497
Village Creek Parkway Expansion (Tarrant County Bond 50% Match)	\$ -	\$ -	\$ -	\$ -	\$ 3,501,839	\$ 3,501,839
Wicker Hill Rd & Greenridge Dr Road Reconstruction		\$ -	\$ 949,045	\$ 4,040,465		\$ 4,989,510
Hidden Vistas Extention to CR714					\$ 1,575,349	\$ 1,575,349
Additional Pavement Rehab			\$ 808,198			\$ 808,198
TOTAL	\$ 2,316,042	\$ 7,033,091	\$ 1,757,243	\$ 7,670,494	\$ 5,077,188	\$ 23,854,058
Sources						
Impact Fees	\$ 241,871	\$ -	\$ 949,045	\$ -	\$ 2,064,645	\$ 3,255,561
TIF 2 cash funding	\$ 192,497	\$ -	\$ -	\$ -	\$ -	\$ 192,497
GF Cash funding	\$ 1,500,000	\$ 1,833,091	\$ 808,198	\$ 846,168	\$ 3,012,543	\$ 8,000,000
TIF 3 (dissolved) debt capacity	\$ 81,674	\$ 3,500,000	\$ -	\$ 6,824,326	\$ -	\$ 10,406,000
Excess debt capacity	\$ 300,000	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 2,000,000
TOTAL	\$ 2,316,042	\$ 7,033,091	\$ 1,757,243	\$ 7,670,494	\$ 5,077,188	\$ 23,854,058



Fire Station 1 Remodel

Total Cost: Remodel Fire Station Living Quarters:

Design: \$358,000

- \$25k - for programming (previously executed)
- \$220K - architectural services
- \$113k – survey, geotechnical services, 3rd party review of storm shelter, project management

Construction: \$2,142,235

Total Costs: Remodel Fire Administration:

Design: \$188,000

- \$108k – architectural services
- \$80k – survey and project management

Construction: \$1,145,000

Savings available if designed together - \$28k

Total Cost for Construction - \$3,833,235

Action Item to Consider

DESIGN OPTIONS

- Option 1: Design Fire Station Living Quarters and Fire Administration Remodel as one project: Cost: \$518,000 (\$25k –Programming (completed), \$300k – Architect, \$193k other services)
- Option 2: Design Fire Station Living Quarters Remodel as separate project: Cost: \$358,000 (\$25k – Programming (completed), \$220k – Architect, \$113k other services)
- Option 3: Design Fire Administration as a future separate project: Cost: \$188,000 (\$108k – Architect, \$80k other services)
- Option 4: Authorize City Manager to execute Professional Services Contract with Komatsu Architects in the amount of \$23,000 to develop a programming needs assessment to identify total number of administrative offices, & workspace needed for FD Headquarters at build out.

Action Items to Consider

PROJECT FUNDING

- Option 1: Fund total cost of Station 1 Living Quarters & Fire Administration Remodel as 1 project: Estimated Construction & Design Costs: \$3,833,235 (\$1,805,235 unfunded CIP)
- Option 2: Initially fund Fire Station Living Quarters remodel: Estimated Const. & Design Cost: \$2.5M (\$500,000 unfunded CIP)
- Option 3: Fund Fire Administration remodel @ later date: Current Estimated Design & Const. costs: (\$1,333,000 unfunded CIP)

All Options Require Additional Debt Issuance



Questions/Comments?

FIRE STATION 1 REMODEL

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 **Komatsu/Rangel, Inc. dba Komatsu Architecture** (“Consultant”).

1. SCOPE OF SERVICES.

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

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed **Two Hundred Nineteen Thousand Eight Hundred Thirty One Dollars** and **0**/100 in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

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

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

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

6. **RIGHT TO AUDIT.**

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

Consultant further agrees to include in all its subcontractor agreements hereunder a

Professional Services Agreement

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

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

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

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. INSURANCE.

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

10.1 Coverage and Limits

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

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

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

This coverage may be written as follows:

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

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

To CONSULTANT:

Komatsu/Rangel, Inc. dba Komatsu Architecture
3880 Hulen St., Ste. 300
Fort Worth, TX TX 76107.00

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,

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venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

17. SEVERABILITY.

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

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. SIGNATURE AUTHORITY.

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

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

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

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

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

30. OWNERSHIP OF DOCUMENTS.

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

31. COUNTERPARTS; PDF SIGNATURES.

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

The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:

Komatsu/Rangel, Inc. dba Komatsu Architecture

By: _____

By: 

Name: _____

Name: Karl Komatsu

Title: _____

Title: President and Principal in Charge

Date: _____

Date: 04/13/2023

APPROVED AS TO FORM:

By: _____

City Attorney, Assistant City Attorney,
or Deputy City Attorney

ATTACHMENT A

I. Scope of Services



February 6, 2023

Errick Thompson
Public Works Department Deputy Director
141 W Renfro Street
Burleson, Texas 76028

RE: Basic A/E Fee Proposal for the Remodel and Addition to Fire Station No. 1
Burleson, Texas

Dear Mr. Thompson:

Komatsu Architecture is pleased to provide this fee proposal for Basic Architectural and Engineering Services for the remodel and addition to Fire Station No. 1. We propose the following:

- Provide Basic A/E Services for the remodel of the existing Fire Station. Architectural, Civil, Structural, Mechanical, Electrical, and Plumbing.
- Komatsu will draft Standard Form of Agreement Between Owner and Architect AIA B101-2017 for review and signatures.
- One meeting with City and FD staff to discuss final design concept.
- 30% Schematic Deliverables: Cost Estimate, one meeting, PDF set, 1 full size and 1 half size set plans.
- 60% Design Development Deliverables: Cost Estimate, one meeting, PDF set, 1 full size and 1 half size set plans.
- 95% Construction Drawings Deliverables: Cost Estimate, one meeting, PDF set, 1 full size and 1 half size set plans.
- Final Sealed Drawings and Specs Deliverables: PDF set, 1 full size and 1 half size set plans and specs.
- TDLR Registration, Accessibility Review and Inspection.
- 16 architect inspection trips are included during Construction Administration.

This Proposal excludes the following:

- Remodel to the existing Administration wing of the building
- Parking area and site access revisions
- Geotechnical Investigation and Report
- Site Topographic Survey
- Hazardous Material Investigation service
- Furniture selections and specifications
- Third Party peer review for the Tornado Shelter
- Building Permit Printing
- Bid Document Printing for Contractor solicitation
- Material testing during construction.

The following consultants are on the A/E Team:

- MEP: MEPCE
- Civil: Carrillo Engineering, LLC
- Structure: AD Perantie, LLC
- Cost Estimation: Riddle & Goodnight Inc.
- InSpec Specifications

Fire Station No. 1 Remodel and Addition A/E Fee:

Architect Fee, including expenses	\$ 82,513.00
Consultant Fees	\$137,319.00
<hr/>	
Total	\$219,831.00

If you have any questions regarding this proposal, please let me know. If this proposal meets with your approval, Komatsu is prepared to start to work to meet your schedule and expectations. We appreciate this opportunity to be working with the City of Burleson on this Fire Department project. We look forward to hearing from you.

Sincerely,



Les Edmonds, AIA
Komatsu Architecture

Attachments: Hourly breakdown

Komatsu Architecture Fee Proposal

Burleson Fire Station No. 1 Remodel and Addition: Basic A/E Service

February 6, 2023

Job No. 2022.151

Activity	Labor and Hourly Rates									TOTAL
	Project Manager	Architect	Technical Support	Interior Designer	Space Planner	Construction Administrator	Position 7	Position 8	Position 9	
	\$175.00 /hr	\$145.00 /hr	\$115.00 /hr	\$130.00 /hr	\$ 75.00 /hr	\$120.00 /hr	\$ - /hr	\$ - /hr	\$ - /hr	
Architectural										
30% Schematic Design	8	20	32							\$ 7,980
60% Design Development	16	40	96							\$ 19,640
100% Constrction Documents	16	80	120							\$ 28,200
Bidding	4	4								\$ 1,280
Construction Admin., submittals, RFI's, etc. (16 trips)	8	64	80							\$ 19,880
Project Closeout	4	8	12							\$ 3,240
Hours	56	216	340			-				
Expenses										
Design Submittal Reproduction / Delivery										\$ 1,000
Registered Accessibility Specialist										\$ 1,293
Total Architect Fee										\$ 82,513
Consultants										
Civil										\$ 24,200
MEP										\$ 51,013
Structure										\$ 46,310
Estimating										\$ 10,846
Specs										\$ 4,950
Grand Total										\$ 219,831

Basis of Proposal

1. Refer to cover letter
2. 10% Prime overhead cost added to Consultant fees
- 3.
- 4.
- 5.
- 6.

EVENT SCHEDULE PLANNER 2023

PROJECT/EVENT	BURLESON FS1 RENOVATION 13 APRIL 2023
ORGANIZER	RYAN BRANTLEY

1. Schedule is based on City Council approval on May 1, 2023.
2. Plan layout is finalized and no client plan changes are planned to be made.

Project Phase	Starting	Ending	Project Phase	Starting	Ending
Schematic Progress	2.28.2023	4.6.2023	90% CD Submittal	9.8.2023	9.8.2023
CONTRACT	4.6.2023	5.1.2023	90% GP & Budget Review	9.11.2023	9.15.2023
30% CD Progress	5.2.2023	6.1.2023	100% CD Progress	9.18.2017	9.28.2023
30% CD Submittal	6.2.2023	6.2.2023	Final Submittal	9.29.2023	9.29.2023
30% GP Review	6.5.2023	6.9.2023			
60% CD Progress	6.12.2023	7.27.2023			
60% CD Submittal	7.28.2023	7.28.2023			
60% GP Review	7.31.2023	8.4.2023			
90% CD Progress	8.7.2023	9.7.2023			

JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
1	2	3	4	5	6	7				1	2	3	4																												
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13							
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29	30	31					26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31										
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JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
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30	31																																								



April 17, 2023

City of Burleson
141 West Renfro Street
Burleson, TX 76028

RE: **Burleson Fire Station No. 1 Additions and Renovations**

To whom it may concern:

Per AIA form B101-2017 Article 6, Komatsu and the City of Burleson agree that the Cost of the Work is estimated to be at \$2,142,235.00 (two million, one hundred forty two thousand, two hundred thirty five and zero hundredths) for the building construction budget.

ARTICLE 6 – COST OF WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

Owner Budget and Cost Estimates

The Owner recognizes the extraordinary prevailing market conditions in the construction and manufacturing industries, including post-contract date factors such as the recent OPEC oil market manipulations that impact downstream petrochemical products to shipping costs. Traditional cost estimating parameters such as recent or historical pricing data no longer provide a predictable basis for future cost projections. Projects in all construction sectors – institutional, governmental, commercial, and housing are experiencing continued escalation of pricing in materials, labor, and manufactured goods, including supply chain disruptions and non-competitive bid environments due to excess of available work and lack of labor for general and sub-contractor markets at any given time. Recent examples typically have resulted in over-budget costs from 25% to 40% and higher on a national and regional Southwest basis. A third party Construction Cost consultant cannot predict the construction industry's self-protection of any number of factors: interest rate; spot shortages; discontinuance of product production; or market condition escalations and intangible factors such as premiums on smaller or more complicated work (renovation vs new), desirability of the work (easy vs difficult profit opportunities).

This contract reflects that design services based on a bid or budget cost cannot be performed without compensation for professional services rendered, should changes be required to the documents due to potential bid or budget cost overruns. This contractual status references the factors and circumstances not in control of the Architect or its Consultants. The Architect and its Consultants, at the direction of the Owner, will proceed under the Additional Services provisions should the market bid results exceed the Owner's budget, through no fault or control of the Architect-Engineer team.

Sincerely,


Karl Komatsu
President, Komatsu Architecture

4/17/2023

Date



KOMARAN-01

PROSENZWEIG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2023

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 License # 4682 Fort Worth, TX-Hub International Insurance Services 3221 Collinsworth Fort Worth, TX 76107	CONTACT NAME: Kristin Jackson PHONE (A/C, No, Ext): (817) 820-8164 FAX (A/C, No): (817) 984-7630 E-MAIL ADDRESS: kristin.jackson@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Massachusetts Bay Insurance Company	22306
	INSURER B : Allmerica Financial Benefit Insurance Company	41840
	INSURER C : Hanover Insurance Company	22292
	INSURER D : Arch Insurance Company	11150
	INSURER E : Federal Insurance Company	20281
	INSURER F :	

INSURED

Komatsu Rangel, Inc. DBA Komatsu Architecture
3880 Hulen St, Suite #300
Fort Worth, TX 76107

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ODK-A589554-09	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> 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			AWK-A589531-09	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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 \$ 0			ODK-A589554-09	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WHK-A589538-09	4/1/2023	4/1/2024	<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
D	Errors & Omissions			PAAEP0144001	9/6/2022	9/6/2023	per claim 2,000,000
E	D&O/EPLI/FID/Crime			8246-0379	10/24/2022	10/24/2023	Max Agg per Cov. 1,000,000

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

General Liability:

Form #391-1448 08 16 - Avenues Businessowners Deluxe Platinum Architects and Engineers Program Broadening Endorsement: Additional Insured by Contract, Agreement or Permit - Primary and Non-Contributory

Auto Liability:

Form #461-0478 12 12 - Blanket Additional Insured - Primary and Non-Contributory
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Burleson
725 SE John Jones Drive
Burleson, TX 76028-4296

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Fort Worth, TX-Hub International Insurance Services	License # 4682	NAMED INSURED Komatsu Rangel, Inc. DBA Komatsu Architecture 3880 Hulen St, Suite #300 Fort Worth, TX 76107
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

Workers Compensation:

Form WC 42 03 04 - Blanket Waiver of Subrogation for any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

RE: Burleson Fire Station #1 Improvements, 828 SW Alsbury Blvd, Burleson, TX 76028-4296

SECTION II - LIABILITY Changes	Limit	Page
1. Additional Insured by Contract, Agreement or Permit - Amended	Included	15
2. Additional Insured by Contract, Agreement or Permit - Primary and Non-contributory	Included	15
3. Aggregate Limit of Insurance (Per Project)		16
4. Damage to Premises Rented to You - Revised Limit	\$1,000,000	16
5. Limits of Insurance - Medical Expenses	\$10,000 per person	16
6. Newly Acquired or Formed Organizations	180 Days	17
7. Non-Owned Watercraft	75 Feet	17
8. Who Is An Insured - Unnamed Joint Venture	Included	17

II. DEDUCTIBLES

Deductibles are subject to the provisions applicable to the Businessowners Coverage Form except as provided below. We will not pay for covered loss or damage in any one occurrence unless the amount of loss or damage exceeds the applicable Deductible amount. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

III. COVERED PROPERTY

Scheduled Coverages

1. Accounts Receivable

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, f. Accounts Receivable, paragraphs (2) and (3) are replaced by the following:

(2) We will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises. The most we will pay is \$250,000 for accounts receivable at the described premises, unless a higher Limit of Insurance for accounts receivable is shown in the Additional Property Coverage Schedule.

(3) We will pay under this Coverage Extension for loss or damage in any one occurrence not at the described premises. The most we will pay is \$250,000 for accounts receivable not at the described premises.

2. Backup or Overflow of a Sewer, Drain or Sump

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Backup or Overflow of a Sewer, Drain or Sump

(1) We will pay for direct physical loss or damage to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment. The term drain includes a roof drain and its related fixtures.

(2) For the purpose of this Additional Coverage only, **SECTION I - PROPERTY, B. Exclusions, g. Water, paragraph (3) is deleted.**

(3) Payment under this Additional Coverage is included within the applicable Limit of Insurance for Covered Property at a premises described in the Declarations. This Additional Coverage does not increase the Limits of Insurance.

(4) Special Sewer Backup Exclusion

We will not pay for:

(a) Loss or damage from water or other materials that back-up or overflow from any sewer or drain, sump, sump pump or related equipment when it is caused by or results from any "flood", regardless of the proximity of the back-up or overflow to the "flood" condition; or

(b) Failure to keep a sump pump or its related equipment in proper working condition; or

(c) Failure to perform routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

3. Brands and Labels

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Brands and Labels

- (1) If Covered Property that has a brand or label is damaged by a Covered Cause of Loss and we elect to take all or any part of the damaged property at an agreed or appraised value, you may extend the insurance that applies to your Business Personal Property to:

(a) Pay expenses you incur to:

- (i) Remove the brand or label and then relabel the damaged property to comply with any applicable law; or
- (ii) Label or stamp the damaged property Salvage, if doing so will not physically damage the property.

- (b) Cover any reduction in the salvage value of the damaged property as a result of the removal of the brand or label.

- (2) Payment under this Extension is included within the Limit of Insurance applicable to your Business Personal Property.

4. Business Income Billable Hours Option

The following is added to **SECTION I - PROPERTY, A. Coverage, E. Property Loss Conditions, 5. Loss Payment:**

Business Income Billable Hours Option

- (1) At your option you may choose to settle a covered Business Income and Extra Expense loss, as described under the Business Income, Extra Expense and Utility Services Additional Coverages, on a billable hours basis. If you choose this settlement method, the billable hours will be verified through review of your historical financial records or based on an average of your billable hourly rate over the past 12 months.
- (2) This loss settlement option is only available to you prior to your submission to us of calculations described under **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income.**
- (3) If you choose this option, **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income**, paragraph (c) is replaced by the following:
- (c) Business Income means the:

- (i) Income that would have been generated from billable hours normally charged by you to your clients for services performed by you or your employees if no physical loss or damage occurred;
- (ii) Other income of your business that would have been incurred if no physical loss or damage occurred;
- (iii) Continuing normal operating expenses incurred, including "payroll expenses". However, if your business is not generating any income because you are primarily in research or development or have not yet brought your product to market, your continuing normal operating expenses, including "payroll expenses" will not be offset by the Net Loss; and
- (iv) "Rental Value".

For manufacturing risks, Net Income includes the net sales value of production.

- (4) For any occurrence, the two available methods for adjusting and calculating Business Income and Extra Expense loss may not be combined. When the alternative billable hours approach described above is selected, the maximum coverage under this loss settlement option is \$25,000 on an actual loss sustained basis.

5. Business Income and Extra Expense - Dependent Properties

The heading for **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, m. Business Income from Dependent Properties** is replaced by the following:

m. Business Income and Extra Expense from Dependent Properties

The following is added to **Business Income and Extra Expense from Dependent Properties:**

We will pay the necessary Extra Expense you incur due to direct physical loss of or damage to "dependent property" caused by or resulting from a Covered Cause of Loss.

The definition of Extra Expense for this Additional Coverage is replaced by the following:

Extra Expense means necessary expenses you incur during the "period of restoration" for the "dependent property" that you would not have incurred if there had been no direct physical loss or damage to the premises of any "dependent property" caused by or resulting from a Covered Cause of Loss:

- (1) To avoid or minimize the "suspension" of business and to continue "operations"; or
- (2) To minimize the "suspension" of business if you cannot continue "operations".

We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

- (3) Paragraph (2) of this Additional Coverage is replaced by the following:

- (2) The most we will pay under this Additional Coverage is \$100,000 per occurrence, regardless of the number of "dependent properties" affected.

6. Transit Business Income and Extra Expense

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Transit Business Income and Extra Expense

- (1) We will pay the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur caused by direct physical loss of or direct physical damage to Covered Property while "in transit" caused by or resulting from a Covered Cause of Loss.
- (2) **SECTION I - PROPERTY, B. Exclusions**, paragraphs 1.b Earth Movement and 1.g Water do not apply to this Additional Coverage:
- (3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$50,000.
- (4) The amount payable under this Additional Coverage is additional insurance.

7. Business Income from Websites

- a. The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Business Income from Websites

- (1) You may extend this insurance to apply to a "suspension" of "operations" caused by direct physical loss or damage to property that you depend on for "web site and communications services" from a Covered Cause of Loss.
- (2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- (3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one occurrence under this Additional Coverage is \$50,000 and only for the 7-day period immediately following the Covered Cause of Loss.
- (4) Coverage does not apply to Websites unless there is a duplicate or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that provides "web site and communications services".
- (5) "Web Site and Communication Services" means:
 - (a) Internet access, e-mail, web hosting, value added network services and application software services at the premises of others; or
 - (b) Network and router infrastructure located more than 1,000 feet from the described premises.

- b. This Additional Coverage is not subject to **SECTION I - PROPERTY, C. Limits of Insurance**.

8. Civil Authority

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, i. Civil Authority, paragraph (2) is replaced by the following:

- (2) Civil Authority Coverage for Business Income will begin 24 hours after the time of the first action of civil authority that prohibits access to the described premises and will end:
 - (a) Four consecutive weeks after the time of that action; or
 - (b) When your Civil Authority Coverage for Business Income ends;

whichever is later.

9. Computer Equipment

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, r. Computer Equipment, paragraph (6) is replaced by the following:

- (6) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Additional Coverage in any one occurrence is the applicable Limit of Insurance for Covered Property at the premises described in the Declarations. .

The most we will pay for loss or damage under this Additional Coverage to property described in paragraphs (1) and (2) above in any one occurrence while "in transit" or at a premises other than the described premises is \$100,000.

The most we will pay for loss or damage under this Additional Coverage to property described in paragraphs (1) and (2) above in any one occurrence for property that you newly acquire is \$100,000.

With respect to newly acquired property under this Additional Coverage, coverage will end when any of the following occurs:

- (a) The policy expires;
- (b) 180 days after you acquire the property listed in (1)(a - d);
- (c) You report values to us.

The most we will pay for Extra Expense is \$5,000 or the amount shown in the Additional Property Coverage Schedule in any one occurrence.

This Additional Coverage is not subject to **SECTION I - PROPERTY, C. Limits of Insurance.**

10. Computer and Funds Transfer Fraud

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, hh. Computer and Funds Transfer Fraud, paragraph (3) is replaced by the following:

- (3) The most we will pay per occurrence under this Additional Coverage is \$10,000 unless a higher Limit of Insurance is shown in the Schedule of Amended Limits of Insurance.

11. Consequential Loss to Stock

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal Property to apply to the reduction in value of the remaining parts of "stock" in process of manufacture that are physically undamaged but are unmarketable as a complete product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at an insured location.

- (2) Should it be determined that such "stock" retains only a salvage value, we retain the option of paying the full value of the "stock" as agreed within this policy, and taking the damaged property for salvage purposes.

- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

12. Contract Penalties

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Contract Penalties

- (1) We will pay for contract penalties you are required to pay due to your failure to provide your product or service according to contract terms because of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- (2) The most we will pay for all penalties in any one occurrence is \$25,000.
- (3) The amount payable under this Additional Coverage is additional insurance.

13. Denial of Access to Premises

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Denial of Access to Premises

- (1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur when ingress to or egress from the described premises is prevented, due to direct physical loss of or damage to property that is away from but within 2000 feet of the described premises, caused by or resulting from any Covered Cause of Loss covered under this policy.
- (2) The coverage for Business Income will begin 72 hours after the loss or damage to the premises that causes the denial of access and will apply for

a period of up to 30 consecutive days after coverage begins.

- (3) The coverage for Extra Expense will begin immediately after the loss or damage to the premises that causes the denial of access and will end:

(a) 30 consecutive days after coverage begins; or

(b) When your Business Income coverage ends;

whichever is earlier.

- (4) The definitions of Business Income and Extra Expense contained in the Business Income Additional Coverage and the Extra Expense Additional Coverage also apply to this Denial of Access to Premises Additional Coverage.

14. Electronic Vandalism

SECTION I - Property, A. Coverage, 5. Additional Coverages, dd. Electronic Vandalism, paragraph (3) is replaced by the following:

- (3) The most we will pay for loss of or damage to computer "hardware" or "software" in any one occurrence under this Additional Coverage is \$5,000. The most we pay for all covered losses to computer "hardware" or "software" under this Additional Coverage during each separate 12-month period of this policy is \$100,000.

The most we will pay under this Additional Coverage for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$100,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

15. Employee Theft Including ERISA Compliance

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, p. Employee Theft Including ERISA, paragraph (6), is replaced by the following:

- (6) The most we will pay for all loss resulting directly from an occurrence is \$50,000. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year.

16. Expediting Expenses

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Expediting Expenses

- (1) When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to:

(a) Make temporary repairs;

(b) Expedite permanent repair or replacement of damaged property; or

(c) Provide training on replacement machines or equipment.

- (2) The most we will pay for loss under this Additional Coverage in any one occurrence is \$25,000.

- (3) The amount payable under this Additional Coverage is additional insurance.

17. Extended Business Income

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income, (2) Extended Business Income, (a) Extended Business Income - Other Than Rental Value, paragraph (ii) and (b) Extended Business Income - Rental Value, paragraph (ii) are replaced by the following:

- (a) **Extended Business Income - Other Than Rental Value**

(ii) Ends on the earlier of:

- 1) The date you could restore your operations, with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or

- 2) 90 consecutive days after the date determined in (2)(a)(i) above.

- (b) **Extended Business Income - Rental Value**

(ii) Ends on the earlier of:

- 1) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have

existed if no direct physical loss or damage had occurred; or

- 2) 90 consecutive days after the date determined in (2)(b)(i) above.

18. Fine Arts

- a. **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, x. Fine Arts,** paragraph (3) is replaced by the following:

(3) The most we will pay for loss under this Additional Coverage is \$100,000 per occurrence regardless of the number of locations or buildings involved.

- b. For the purpose of this Additional Coverage, **SECTION I - PROPERTY, G. Property Definitions, 21. "Fine Arts"** is replaced by the following:

21. "Fine Arts" means architectural models, paintings, etchings, pictures, tapestries, rare art glass, art glass windows, valuable rugs, statuary, sculptures, "antique" furniture, "antique" jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit.

19. Forgery or Alteration

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, k. Forgery or Alteration, paragraph (5) is replaced by the following:

- (5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000.

20. Hired Auto - Physical Damage

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Hired Auto - Physical Damage Coverage

- (1) We will pay for loss to an "auto" you or an "employee", at your direction, lease, hire or rent without a driver for a period of 30 days or less for the purpose of conducting customary operations for your business. This does not include any "auto" you lease, hire or rent from any of your "employees" or members of their households.

We will pay for loss to a covered "auto" or its equipment caused by:

- (a) **Comprehensive coverage**

From any cause except:

- (i) The covered "auto's" collision with another object; or

- (ii) The covered "auto's" overturn.

(b) **Collision coverage**

- (i) The covered "auto's" collision with another object; or

- (ii) The covered "auto's" overturn.

- (2) For the purpose of this Additional Coverage only, **SECTION I - PROPERTY, A. Coverage, 2. Property Not Covered,** paragraph a. is replaced by the following:

- a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration and:

(1) Any "auto" as described in paragraph (1) above, while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity;

(2) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment;

(3) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment; or

(4) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

- (3) For the purpose of this Additional Coverage only, **SECTION I - PROPERTY, B. Exclusions** does not apply with the exception of the following exclusions:

(a) 1.d. Nuclear Hazard;

(b) 1.f. War and Military Action

For the purpose of this Additional Coverage only, the following exclusions are added to **SECTION I - PROPERTY, B. Exclusions:**

1. We will not pay for loss to a covered "auto" caused by or resulting from someone causing you to voluntarily part with the "auto" by trick or scheme or under false pretenses; or

2. We will not pay for loss caused by or resulting from wear and tear, freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

(4) For the purpose of this Additional Coverage only, the following is added to **SECTION I - PROPERTY, C. Limits of Insurance:**

Hired Auto Physical Damage Limits of Insurance

The most we will pay for loss to any one covered "auto" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of loss;
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$50,000.

(5) The following is added to **SECTION I - PROPERTY, D. Deductibles**, paragraph 5.:

Hired Auto - Physical Damage

(6) For the purpose of this Additional Coverage only, the following is added to **SECTION I - PROPERTY, G. Property Definitions:**

1. "Auto" means a land motor vehicle, trailer or semitrailer that is subject to motor vehicle registration, or designed for travel on public roads, including any attached machinery or equipment.

The amount payable under this Additional Coverage is additional insurance.

This coverage is excess to any other valid insurance whether collectible or not.

21. Identity Theft Expense Reimbursement

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Identity Theft Expense

(1) We will pay for "expenses" incurred by an "insured person" as a direct result of any one "Identity Theft" first discovered or learned of by such "insured person" during the policy period.

Any act or series of acts committed by one or more persons, or in which such persons are aiding and abetting others against an "insured person", is considered to be one "identity theft" even if a series of acts

continues into subsequent policy period(s).

(2) With respect to this Additional Coverage:

(a) "Expenses" means:

- (i) Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
- (ii) Costs of certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit agencies;

(iii) Lost income resulting from:

- 1) Time taken off work to complete fraud affidavits; or
- 2) Meeting or talking to law enforcement agencies, credit agencies or legal counsel.

(iv) Loan application fees for reapplying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

(v) Reasonable attorney fees to:

- 1) Defend lawsuits brought against an "insured person" by merchants, financial institutions or their collection agencies;
- 2) Remove any criminal or civil judgments wrongly entered against an "insured person"; or
- 3) Challenge the accuracy or completeness of any information in a consumer credit report;

(vi) Charges for long distance telephone calls due to "Identity theft" to:

- 1) Merchants;
- 2) Law enforcement agencies;
- 3) Financial institutions or other similar credit grantors; or
- 4) Credit agencies

(vii) Reasonable fees for professional financial advice or professional credit advice.

- The most we will pay for "expenses" under paragraph (2) (a) is \$5,000, subject to a maximum of \$200 per day.
- (b) For purposes of this Additional Coverage, "identity theft" means:
The act of knowingly transferring or using, without lawful authority, a means of identification of an "insured person" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of Federal law or a felony under any applicable state or local law; and
- (c) "Insured person" means:
- (i) For sole proprietorships: The individual who is the sole proprietor of the Named Insured shown in the Declarations;
 - (ii) For partnerships: Any individual that is a partner of the Named Insured shown in the Declarations;
 - (iii) For corporations or any other type of organization: The Chief Executive Officer, and any individual who has an ownership interest of at least 20% of the Named Insured, shown in the Declarations.
- (3) The following additional exclusions apply to this Additional Coverage:
We will not pay for:
- (a) Expenses incurred due to any fraudulent, dishonest or criminal acts by:
 - (i) An "insured person";
 - (ii) Any person aiding or abetting an "insured person"; or
 - (iii) Any authorized representative of an "insured person";
 whether acting alone or in collusion with others; or
 - (b) Loss other than "expenses". Account balances which arise out of fraudulent or unauthorized charges would be one example of loss other than "expenses".
- (4) Regardless of the amount of the deductible for Covered Property shown in the Declarations, the most we will deduct from any claim for "expenses" under this Additional Coverage for any one "identity theft" is \$250.
- (5) The most we will pay under this Additional Coverage for all "Expenses" arising out of all "Identity Theft" against an "Insured Person" incurred in any one policy year, regardless of the number of "Identity Thefts" involved, is \$15,000 unless a higher Limit of Insurance is shown in the Declarations.
- (6) In order for coverage to be provided under this Additional coverage, you must send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity theft" coverage.
- ## 22. Interruption of Computer Operations
- ### SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, ee. Interruption of Computer Operations, paragraph (3) is replaced by the following:
- (3) The most we will pay under this Additional Coverage - Interruption of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved is:
- (a) \$500,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
 - (b) \$25,000 in any one occurrence for interruptions covered under paragraphs (1) and (2) above for loss arising out of a Covered Cause of Loss occurring away from the described premises. This per occurrence limit applies regardless of the number of premises involved.
 - (c) \$50,000 for all losses arising out of interruptions covered under paragraphs (1) and (2) that arise out of a Covered Cause of Loss

occurring away from the described premises during each separate 12 month period of this policy.

23. Marring and Scratching

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Marring and Scratching

- (1) You may extend the insurance that applies to Business Personal Property to apply to damage caused directly by sudden and accidental marring and scratching of:
 - (a) Your "stock";
 - (b) Your printing plates; or
 - (c) Property of others that is in your care, custody or control.
- (2) This Coverage Extension does not apply to:
 - (a) Property at other than the described premises; or
 - (b) Personal Property in transit.
- (3) Payment under this Coverage Extension is included within Limit of Insurance applicable to your Business Personal Property.

24. Money and Securities

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, s. Money and Securities, paragraph (5) is replaced by the following:

- (5) The most we will pay for loss in any one occurrence is:
 - (a) \$25,000 or the amount shown in the Additional Property Coverage Schedule Inside the Premises for "money" and "securities" while:
 - (i) In or on the described premises; or
 - (ii) Within a bank or savings institution in the coverage territory; and
 - (b) \$25,000 or the amount shown in the Additional Property Coverage Schedule Outside the Premises for "money" and "securities" while at any other location listed in (1) above and while in the coverage territory.

25. Money Orders and Counterfeit Money

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, j. Money Orders

and Counterfeit Money, paragraph (3) is replaced by the following:

- (3) The most we will pay for any loss under this Additional Coverage is \$25,000.

26. Newly Acquired or Constructed Property - Business Income and Extra Expense

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, a. Newly Acquired or Constructed Property, paragraph (3) is replaced by the following:

(3) Business Income and Extra Expense

You may extend the insurance that applies to Business Income and Extra Expense to apply to property at any location you acquire. The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

27. Ordinance or Law - Demolition Cost and Increased Cost of Construction

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, i. Ordinance or Law, (5) Loss Payment, paragraph (d) is replaced by the following:

- (d) The most we will pay for the total of all covered losses for Demolition Cost and Increased Cost of Construction for each building described in the Declarations is \$25,000 or the amount shown in the Additional Property Schedule. If a damaged building(s) is covered under a Blanket Limit of Insurance and the Blanket Limit of Insurance applies to more than one building or item of property, then the most we will under this Additional Coverage, for each building, is \$25,000, or the amount shown in the Additional Property Coverage Schedule.

28. Ordinance or Law - Increased Period of Restoration

- a. The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, i. Ordinance or Law,** paragraph (4) Coverage:

If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of any ordinance or law that:

- (a) Regulates the construction or repair of any property;

(b) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and

(c) Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

(d) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or

(e) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

- b. The following is added to **SECTION I - PROPERTY, A. Coverage 5. Additional Coverages, I. Ordinance or Law, (5) Loss Payment, paragraph (c)**:

The most we will pay for loss under Increased Period of Restoration in any one occurrence is \$50,000 for each described building shown in the Declarations or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered on a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay for Increased Period of Restoration for each described building in any one occurrence is \$50,000.

29. Ordinance or Law (Tenant's Improvement Extension)

- a. The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, I. Ordinance or Law, paragraph (4) Coverage**:

Coverage provided under paragraphs (a), (b) and (c) above applies to tenant's improvements and betterments but only if a Limit of Insurance is shown in the Declarations for Business Personal Property. Business Personal Property must be insured on a replacement cost basis.

This extension is provisional and excess to any other valid insurance for tenant's improvements and betterments whether collectible or not.

- b. The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, I. Ordinance or Law, (5) Loss Payment, paragraph (c)**:

Regardless of the number of locations insured or buildings involved, the most we will pay for any loss to tenant's improvements and betterments under this Additional Coverage in any one occurrence is \$25,000.

30. Outdoor Property

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, c. Outdoor Property, paragraph (3) is replaced by the following:

- (3) Regardless of the number of described premises involved, the most we will pay for loss or damage under this Extension, including debris removal expense, is \$25,000, but not more than \$1,000 for any one tree, shrub or plant.

31. Personal Effects

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, d. Personal Effects, paragraph (3) is replaced by the following:

- (3) The most we will pay for loss or damage under this Extension is \$75,000 at each described premises.

32. Portable Electronic Devices Coverage Worldwide

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Portable Electronic Devices Coverage Worldwide

- (1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to portable electronic devices while anywhere in the world, including while "in transit".

- (2) For the purpose of this Additional Coverage, the following is added to **SECTION I - PROPERTY, G. Property Definitions**:

Portable electronic devices includes laptops, tablets, e-readers, smartphones or other lightweight, hand-held or wearable devices capable of storing, retrieving and processing data.

- (3) This coverage is provided when the property is owned by you or owned by others when in your or your "employees" care, custody or control, subject to **SECTION I - PROPERTY, E.**

Property Loss Conditions, 5. Loss Payment, paragraph d.(3)(b).

- (4) We will not pay for loss or damage to portable electronic devices when caused by, resulting from, or arising out of "theft" or unexplained loss when the property is checked baggage with a carrier for transit.
- (5) The provisions for a Business Income loss will be governed by the terms of **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income** except:
 - (a) There is no requirement that a loss occur within 1,000 feet or at the described premises as stated in paragraph (1)(a); and
 - (b) The following are not included under this Additional Coverage:
 - (i) Continuing normal operating expenses incurred, including "payroll expense";
 - (ii) Extended Business Income.
- (6) The provisions for Extra Expense loss will be governed by the terms of **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, g. Extra Expense** except:
 - (a) There is no requirement that a loss occur within 1,000 feet or at the described premises as stated in paragraph g.(1) and g.(2).
- (7) Limitations, item b. does not apply to this Additional Coverage.
- (8) **SECTION I - PROPERTY, B. Exclusions, 5. Business Income and Extra Expense Exclusions, paragraph (4)** does not apply to this Additional Coverage.
- (9) Regardless of the number of lost or damaged portable electronic devices, the most we will pay per occurrence including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$10,000.
- (10) The amount payable under this Additional Coverage is additional insurance.

33. Precious Metal Theft Payment Changes

SECTION I - PROPERTY, A. Coverage, 4. Limitations, paragraph c. is replaced by the following:

- c. For loss or damage by "theft", the following types of property are covered only up to the limits shown:

- (1) \$10,000 for furs, fur garments and garments trimmed with fur.
- (2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones. This limit does not apply to jewelry and watches worth \$250 or less per item.
- (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

34. Preservation of Property - Expense

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Preservation of Property - Expense

- (1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store the Covered Property.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$25,000.

This Additional Coverage is an additional amount of insurance.

35. Personal Property in Transit

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, i. Personal Property in Transit, paragraph (5) is replaced by the following:

- (5) Payment under this Coverage Extension is included within the Limit of Insurance applicable to your Business Personal Property

36. Sales Representative Samples

SECTION I - PROPERTY, 5. Additional Coverages, y. Sales Representative Samples, paragraph (3) is replaced by the following:

- (3) The most we will pay for any loss or damage under this Additional Coverage is \$25,000.

37. Temporary Relocation of Property

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Temporary Relocation of Property



- (1) We will pay for loss of or damage to Covered Property from a Covered Cause of Loss while it is away from the described premises, if it is being stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$50,000.
- (4) The amount payable under this Additional Coverage is additional insurance.

38. Tenant Signs

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, t. Tenant Signs, paragraph (4) is replaced by the following:

- (4) The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Business Personal Property shown in the Declarations.

39. Utility Services (Including Overhead Transmission Lines)

a. SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, bb. Utility Services, paragraphs (1) and (2) are replaced by the following:

- (1) We will pay for loss of or damage to Covered Property caused by an interruption in service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown in paragraph (3) below.

The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises or the Limit of Insurance shown in the Additional Property Coverage Schedule.

- (2) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown in paragraph (3)

below.

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above.

The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises or the Limit of Insurance shown in the Additional Property Coverage Schedule.

b. SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, bb. Utility Services, paragraph (4) is deleted.

40. Valuable Papers and Records (Other Than Electronic Data)

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, e. Valuable Papers and Records (Other Than Electronic Data), paragraphs (2) and (3) are replaced by the following:

- (2) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$100,000.
- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence not at the described premises is \$100,000.

41. Worldwide Property Off Premises

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Worldwide Property Off-Premises

- (1) You may extend the insurance that applies to your Business Personal Property and Personal Property of Others to apply to that property while it is temporarily outside the coverage territory if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) Temporarily on display or exhibit at any fair, trade show or exhibition;
 - (c) Samples of your "stock" in trade in the custody of your sales representatives; or
 - (d) While "in transit" between the described premises and a location described in (a), (b) or (c) above.
- (2) The most we will pay for loss or damage under this Extension is \$50,000.

- (3) This Extension provides an additional amount of insurance.

SECTION II - LIABILITY

Paragraphs 2. through 8. amend coverage provided under **SECTION II - LIABILITY**.

1. Additional Insured by Contract, Agreement or Permit - Amended

For purposes of the coverage provided by this endorsement, Coverage 1. **Additional Insured by Contract, Agreement or Permit**, subparagraph c. (5) of the **Businessowners Liability Special Broadening Endorsement** is replaced by the following:

This provision does not apply to:

- (5) All professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work.

2. Additional Insured by Contract, Agreement or Permit - Primary and Non-contributory

- a. The following is added to **SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY)**, paragraph H. **Other insurance**:

Additional Insured - Primary and

Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an **Additional Insured** under **SECTION II - LIABILITY, C. Who is an Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the **Additional Insured** for a loss covered under **SECTION II - LIABILITY** of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the **Additional Insured** which covers the

Additional Insured as a **Named Insured**. We will not seek contribution from any other insurance available to the **Additional Insured** except:

- (a) For the sole negligence of the **Additional Insured**;
- (b) When the **Additional Insured** is an **Additional Insured** under another primary liability policy; or
- (c) When b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to the **Additional Insured** or temporarily occupied by the **Additional Insured** with permission of the owner;
- (iii) That is insurance purchased by the **Additional Insured** to cover the **Additional Insured's** liability as a tenant for "property damage" to premises rented to the **Additional Insured** or temporarily occupied by the **Additional Insured** with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft,

"autos" or watercraft to the extent not subject to Exclusion g. of SECTION II - LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.

- (v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
- (vi) That is any insurance you may have that provides coverage for your professional services.
- (b) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

(3) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

- b. For the purposes of coverage provided under this endorsement, the following definition is added to SECTION II -

LIABILITY, F. Liability and Medical Expense Definitions:

- 1. "Unnamed joint venture" means any joint venture in which you are a member or partner where:
 - a. Each and every one of your co-ventures in that joint venture is a hair salon.
 - b. That joint venture is not.

3. Aggregate Limit of Insurance (Per Project)

- a. For purposes of the coverage provided by this endorsement, the following is added to SECTION II - LIABILITY, D. Liability and Medical Expenses Limits:

The General Aggregate Limit under D. Liability and Medical Expenses Limits of Insurance applies separately to each of "your projects" or each location listed in the Declarations.

- b. For purposes of the coverage provided by this endorsement, the following definition is added to SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions:

- 1. "Your project" means:
 - a. Any premises, site or location at, on, or in which "your work" is not yet completed; and
 - b. Does not include any location listed in the Declarations.

4. Damage to Premises Rented To You - Revised Limit

SECTION II - LIABILITY, D. Liability And Medical Expenses Limits of Insurance, paragraph 4. is replaced by the following:

- 4. The most we will pay under Business Liability Coverage f or damages because of "property damage" to any one premises, while rented to you or while temporarily occupied by you with permission of the owner will be the greater of:
 - a. \$1,000,000; or
 - b. The Limit of Insurance f or Damage to Premises Rented To You shown in the Declarations.

5. Limits of Insurance - Medical Expenses

For purposes of the coverage provided by this endorsement, SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance, paragraph 3. is replaced by the following:

- 3. Subject to the Liability and Medical Expenses Limits Limit, the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is \$10,000 or the Medical Expenses limit shown in the Declarations, whichever is greater.

6. Newly Acquired or Formed Organizations

SECTION II - LIABILITY, C. Who is An Insured, paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

7. Nonowned Watercraft

SECTION II - LIABILITY, B. Exclusions, 1. Applicable to Business Liability Coverage, g. Aircraft, Auto or Watercraft, (2) Aircraft (Other Than Unmanned Aircraft), paragraph (b) is replaced by the following:

- (b) A watercraft you do not own that is:
 - (i) Less than 75 feet long; and
 - (ii) Not being used to carry persons or property for a charge.

8. Who is an Insured - Unnamed Joint Venture

- a. For purposes of the coverage provided by this endorsement, the final paragraph of **SECTION II - LIABILITY, C. Who Is An Insured** is replaced by the following:

Unnamed Joint Venture

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to you, for your participation in any past or present "unnamed joint venture", or if that person or organization is

otherwise an additional insured under **Additional Insureds - Unnamed Joint Venture** below.

- b. For purposes of the coverage provided by this endorsement, the following is added to **SECTION II - LIABILITY, C. Who is an Insured**:

Additional Insureds - Unnamed Joint Venture:

You, as an insured for your participation in any past or present "unnamed joint venture". However, you are not an insured if the "unnamed joint venture" has:

- (1) Direct employees; or
- (2) Owns, rents, or leases any real or personal property.

No other member or partner, or their spouses, of any past or present "unnamed joint venture" is an insured.

- c. For purposes of the coverage provided by this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions**:

- 1. "Unnamed joint venture" means any joint venture in which you are a member or partner where:

- a. Each and every one of your co-ventures in that joint venture is an architectural, engineering or surveying firm; and
- b. That joint venture is not named in the Declarations.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
 - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
 - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:**
1. During the policy period;
 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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.

Komatsu/Rangel, Inc. dba Komatsu Architecture
Fort Worth, TX United States

Certificate Number:
2023-1004269

Date Filed:
04/07/2023

Date Acknowledged:

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

City of Burleson 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.

2022.151
City of Burleson Fire Station 1 Renovation and Addition

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Komatsu, Karl	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

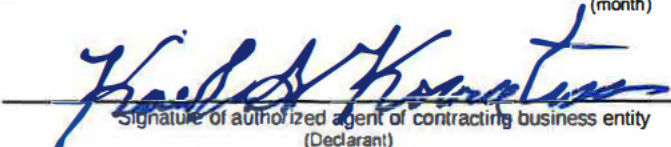
6 UNSWORN DECLARATION

My name is Karl Komatsu, President Komatsu Architecture and my date of birth is [REDACTED]

My address is [REDACTED] (street) [REDACTED] (city) [REDACTED] (state) [REDACTED] (zip code) USA (country)

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

Executed in Tarrant County, State of Texas, on the 12 day of April, 20 23.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Fire
FROM: K.T. Freeman, Fire Chief
MEETING: June 5, 2023

SUBJECT:

Consider approval of a professional services contract with Komatsu/Rangel, Inc. dba Komatsu Architecture for design of the Burleson Fire Station 1 Renovation Project. (Staff Presenters: K.T. Freeman, Fire Chief, and Eric Oscarson Director of Public Works)

SUMMARY:

On May 1, 2023 Staff presented City Council an overview of design options and enhancements with regards to the renovation project at Fire Station 1. During the presentation Council requested Staff to develop additional design options that not only included the fire station living quarters but also would include a full scope design that included both the fire station living quarters and fire administration. Staff was requested to present the enhancements and benefits to the Fire Administration portion of the building and to consider viable long term considerations that will eventually be needed for Administrative needs in the next 20-25 years. Staff will be presenting a thorough discussion regarding the scope of design options and costs, that will included both the fire station living quarters and Fire Administration.

OPTIONS:

- 1) Staff anticipates Council will ultimately make motions to be considered for approval based information discussed during the presentation

RECOMMENDATION:

N/a

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


N/a

FISCAL IMPACT:

N/a

STAFF CONTACT:

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

A photograph of a single-story brick fire station with a dark metal roof. In the foreground, there is a concrete sign that reads "BURLESON FIRE STATION NO. 1". To the left of the station, there are two tall flagpoles; the left one flies the American flag, and the right one flies a white flag with the "Burleson" logo. The station has several windows with white frames and is surrounded by green grass and some shrubs. A playground is visible in the background to the left.

Station 1 Remodel/Enhancements Discussion

June 5, 2023 City Council Meeting



Discussion Objectives

- Station 1 Background
- Key Enhancements & Increased Response Capabilities
- Project Scope, Costs, & Options
- Future Fire Administration/Departmental Discussion Topics
- CIP Funding Options
- Action Item Considerations

Fire Station 1

828 S.W. Alsbury Blvd

- Dedicated March 2003
- Combination Fire Department (Paid & Volunteer)
- Burleson's population (2003 approximately 25K)
- Design focused on Large Capacity Bays for Equipment
- Original Living Quarters & Administration design consistent with Combination Department requirements
- Response living areas & Administrative office spaces have not been remodeled since 2003 & no longer meet current needs



Discussion Items From May 1st City Council Meeting



Key Project Enhancements!

SITE UNDER RENOVATION
Will be re-launched soon.



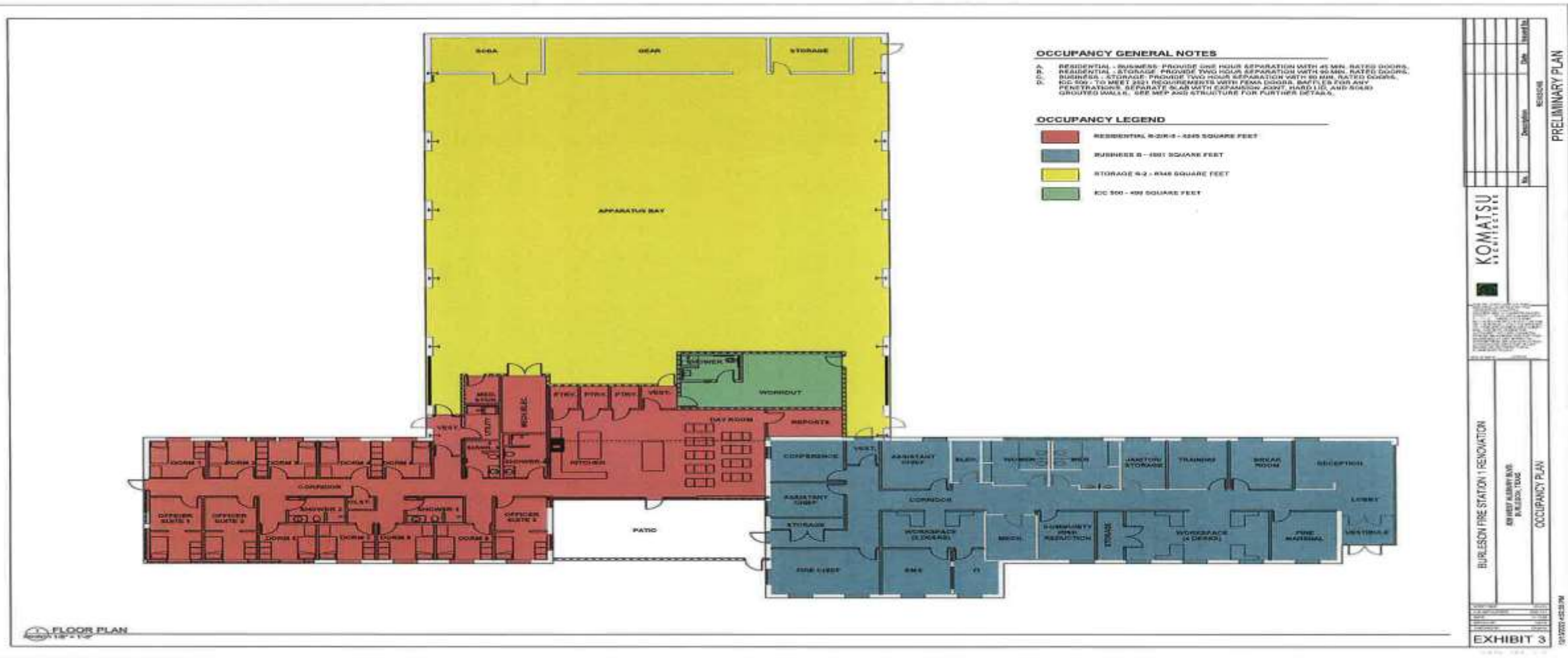
Fire Station Living Quarters:

- Indoor conditioned workout room provided for FF's
- Doubled number of shower & restroom facilities
- Increased crew capacity from 6 to 12 personnel
- Fully sprinkler living quarters
- Provides capacity to meet future demand for Fire/EMS Services for next 50 plus years
- Expanded parking lot (Station side)
- FEMA Rated Storm Shelter
- Two washers and dryers (personal use)

Fire Administration:

- Office capacity: Fire Chief, 2 - Assistant Chiefs, Training Officer, EMS Officer, Community Risk Reduction Officer, Fire Marshall
- Fully sprinkler facility
- 2 additional offices & 3 additional workspaces = (15 total staff)
- Provides capacity to meet anticipated Administrative needs for approximately next 8-10 years
- Private Conference room (8–12-person table)
- Break Room
- Reception Area
- Enlarged Toilet Facility

Station Living Quarters & Fire Administration



7




Scope of Services Council Feedback

Staff requested to:

1. Identify costs to design full project vs separate projects
2. Consider long term needs for Fire Administration @ build out of department
3. Provide option for designing long-term needs of Fire Administration
4. Consider viability of expanding current Fire Administration building to meet 20-25 year needs





Here's what I know about the future:
it happens as a result of what we do today.

Future Fire/EMS & Administration Discussion Topic's (June/July,2023)

Fitch & Associates Retained by Staff To:

1. Conduct needs assessment for next 5 years to make staffing recommendations for Fire/EMS Operations & Fire Administration positions. Final report: June 22, 2023
2. Provide Example of Fire Administration Organizational Chart at 20-25 year build out-based on:
 - FD Staff providing long term assumptions for: total number of stations, personnel, apparatus, & ambulances needed to meet service demands in next 20-25 years



Current Fire Station 1 & Land

Eric Oscarson Director of
Public Works
CIP Funding Discussion



Additional Capital Projects

Additional Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
Fire Station 1 Improvements	\$ 300,000	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 2,000,000
City Hall Renovations	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Alsbury Phase 1 Widening - Candler to Hulen	\$ 323,545	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 3,823,545
Alsbury Design and ROW Acquisition (additional to GO Bond project)	\$ -	\$ 1,833,091	\$ -	\$ -	\$ -	\$ 1,833,091
Hulen 4-Lane Expansion (additional to GO Bond project)	\$ -	\$ -	\$ -	\$ 3,630,029	\$ -	\$ 3,630,029
Renfro Street & Johnson Avenue Pedestrian Improvement	\$ 192,497	\$ -	\$ -	\$ -	\$ -	\$ 192,497
Village Creek Parkway Expansion (Tarrant County Bond 50% Match)	\$ -	\$ -	\$ -	\$ -	\$ 3,501,839	\$ 3,501,839
Wicker Hill Rd & Greenridge Dr Road Reconstruction		\$ -	\$ 949,045	\$ 4,040,465		\$ 4,989,510
Hidden Vistas Extention to CR714					\$ 1,575,349	\$ 1,575,349
Additional Pavement Rehab			\$ 808,198			\$ 808,198
TOTAL	\$ 2,316,042	\$ 7,033,091	\$ 1,757,243	\$ 7,670,494	\$ 5,077,188	\$ 23,854,058
Sources						
Impact Fees	\$ 241,871	\$ -	\$ 949,045	\$ -	\$ 2,064,645	\$ 3,255,561
TIF 2 cash funding	\$ 192,497	\$ -	\$ -	\$ -	\$ -	\$ 192,497
GF Cash funding	\$ 1,500,000	\$ 1,833,091	\$ 808,198	\$ 846,168	\$ 3,012,543	\$ 8,000,000
TIF 3 (dissolved) debt capacity	\$ 81,674	\$ 3,500,000	\$ -	\$ 6,824,326	\$ -	\$ 10,406,000
Excess debt capacity	\$ 300,000	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 2,000,000
TOTAL	\$ 2,316,042	\$ 7,033,091	\$ 1,757,243	\$ 7,670,494	\$ 5,077,188	\$ 23,854,058



Fire Station 1 Remodel

Total Cost: Remodel **Fire Station Living Quarters:**

Design: \$358,000

- \$25k - for programming (previously executed)
- \$220K - architectural services
- \$113k – survey, geotechnical services, 3rd party review of storm shelter, project management

Construction: \$2,142,235

Total Costs: Remodel **Fire Administration:**

Design: \$188,000

- \$108k – architectural services
- \$80k – survey and project management

Construction: \$1,145,000

Savings available if designed together - \$28k

Total Cost for Construction - \$3,833,235

Action Item to Consider

DESIGN OPTIONS

- Option 1: Design Fire Station Living Quarters and Fire Administration Remodel as one project: Cost: \$518,000 (\$25k –Programming (completed), \$300k – Architect, \$193k other services)
- Option 2: Design Fire Station Living Quarters Remodel as separate project: Cost: \$358,000 (\$25k – Programming (completed), \$220k – Architect, \$113k other services)
- Option 3: Design Fire Administration as a future separate project: Cost: \$188,000 (\$108k – Architect, \$80k other services)
- Option 4: Authorize City Manager to execute Professional Services Contract with Komatsu Architects in the amount of \$23,000 to develop a programming needs assessment to identify total number of administrative offices, & workspace needed for FD Headquarters at build out.

Action Items to Consider

PROJECT FUNDING

- Option 1: Fund total cost of Station 1 Living Quarters & Fire Administration Remodel as 1 project: Estimated Construction & Design Costs: \$3,833,235 (\$1,805,235 unfunded CIP)
- Option 2: Initially fund Fire Station Living Quarters remodel: Estimated Const. & Design Cost: \$2.5M (\$500,000 unfunded CIP)
- Option 3: Fund Fire Administration remodel @ later date: Current Estimated Design & Const. costs: (\$1,333,000 unfunded CIP)

All Options Require Additional Debt Issuance



Questions/Comments?

FIRE STATION 1 REMODEL