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

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

**1. CALL TO ORDER**

Invocation - Frank Pace, Minister of Wings of Hope

Pledge of Allegiance to the US Flag

Texas Pledge:

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

**2. PUBLIC PRESENTATIONS**

A. Proclamations

-A Proclamation recognizing April 7-13, 2024 as "National Library Week" in the City of Burleson. *(Recipient: Library Employees and Library Board)*

-A Proclamation recognizing April 2024 and May 2024 as "North Texas Community Cleanup Challenges Months" in the City of Burleson. *(Recipient: Keep Burleson Beautiful)*

B. Presentations - Adoptable Shelter Pet *(Staff Contact: DeAnna Phillips, Director of Community Services)*

C. Community Interest Items

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

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

**3. CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

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**4. CITIZENS APPEARANCES**

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

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

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

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

**5. CONSENT AGENDA**

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

- A. Consider approval of the minutes from the March 18, 2024 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary)*
- B. Consider approval of a contract for the purchase of one tractor for Parks Maintenance, from Bobcat Company and Bobcat of North Texas through BuyBoard Cooperative purchasing (Contract # 706-23) in the amount of \$36,191. *(Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering)*
- C. Consider approval of a contract for the purchase of two replacement fairway mowers for the Hidden Creek Golf Course with Turf and Soil Management, LLC through PCA Cooperative Purchasing (Contract # PCA OD-395-23) in the amount of \$169,036. *(Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering)*
- D. Consider approval of a contract for the purchase of replacement Public Works Water Operations equipment with CLS Sewer Equipment Co., Inc. through BuyBoard Cooperative Purchasing (Contract # 676-22) in the amount of \$173,701. *(Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering)*
- E. Consider approval of a contract for the purchase of four utility carts for Hidden Creek Golf Course and Parks Athletic Fields, from Deere and Company, and United Ag and Turf through Sourcewell Cooperative purchasing (Sourcewell Contract # #031121-DAC) in the amount of \$35,912. *(Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering)*
- F. Consider approval of an interlocal agreement with Johnson County for the use of Burleson Sub-courthouse for the May 4, 2024 General Election polling location. *(Staff Contact: Amanda Campos, City Secretary)*

**6. GENERAL**

- A.** Consider approval of an ordinance amending Chapter 70, "Streets, Sidewalks, and Other Public Places". (First Reading) (*Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director*)
- B.** Consider approval of a contract with Terracon Consultants, Inc. for a City Facility Master Plan and Condition Assessment through TIPS Cooperative Purchasing Agreement # 210602 in the amount of \$247,604. (*Staff Contact: Errick Thompson, Director of Public Works & Engineering*)

**7. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS****8. 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. The City Council may reconvene into open session and take action on posted items.

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**  
-Receive a report and hold a discussion regarding Lighthouse Incident Case Numbers 2000310019, 2000310351, and 2000310313
- B. Personnel matters pursuant to Section 551.074, Texas Government Code**  
-City Secretary

**9. ADJOURN****CERTIFICATE**

I hereby certify that the above agenda was posted on this the 27th of March 2024, by 5:30 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

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in the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.



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## City Council Regular Meeting

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** April 1, 2024

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**SUBJECT:**

Consider approval of the minutes from the March 18, 2024 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*)

**SUMMARY:**

The City Council duly and legally met on March 18, 2024 for a regular council meeting.

**RECOMMENDATION:**

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

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

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

**BURLESON CITY COUNCIL REGULAR MEETING**  
**MARCH 18, 2024**  
**DRAFT MINUTES**

**ROLL CALL**

**COUNCIL PRESENT:**

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

**COUNCIL ABSENT:**

**Staff present**

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

**1. CALL TO ORDER – 5:30 p.m.**

Mayor Fletcher called the meeting to order. **Time: 5:31 p.m.**

Invocation – Gloria Gillaspie, Associate Pastor, OpenDoor Church, Burleson.

Pledge of Allegiance to the US Flag

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

**2. PUBLIC PRESENTATIONS –**

**A. Proclamations** – None.

**B. Presentations** – None.

**C. Community Interest Items**

- Join us for the Solar Eclipse Watch Party from 11:00 a.m. to 3:00 p.m., on Monday, April 8, 2024 in the Mayor Vera Calvin Plaza.
- Join us for Easter events:
  - Donuts with the Easter Bunny on March 23 from 8:00 a.m. to 10:15 a.m. at Russell Farm.
  - Bunny Daze on March 23 from 12:00 p.m. to 3:00 p.m., at Chisenhall Fields.
  - Aqua Egg Hunt on March 30, at 9 a.m. to 12 p.m. at the Brick.

- Join us at the Veteran Memorial Plaza on March 30 at 1:00 p.m. for Vietnam Veterans Celebration.

### 3. **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.**

- Remove item 5H for separate discussion after General item 6D.

### 4. **CITIZEN APPEARANCES**

- None.

### 5. **CONSENT AGENDA**

#### **A. Minutes from the March 4, 2024, joint City Council and Planning & Zoning special meeting and March 4, 2024 regular council meeting. (Staff Contact: *Amanda Campos, City Secretary*)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda with the removal of 5H.

Motion passed 7-0.

#### **B. CSO#5429-03-2024, minute order ratifying the 4A Economic Development Corporation Board's action taken for a request for a permanent pipeline and aboveground facilities easement with Atmos Energy Corporation located within the Hooper Business Park property. (Staff Contact: *Michelle McCullough, Assistant Director/City Engineer*)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda with the removal of 5H.

Motion passed 7-0.

#### **C. CSO#5430-03-2024, minute order ratifying the 4A Economic Development Corporation Board's action taken for a request for a permanent 20-foot-wide water line easement with Johnson County Special Utility District located within the Hooper Business Park property (Staff Contact: *Michelle McCullough, Assistant Director/City Engineer*)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda with the removal of 5H.

Motion passed 7-0.

- D. CSO#5431-03-2024, Encroachment on Easement agreement with Oncor Electric Delivery Company, LLC (Oncor). (Staff Contact: Michelle McCullough, Assistant Director of Public Works/City Engineer)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda with the removal of 5H.

Motion passed 7-0.

- E. CSO#5432-03-2024, amendment to the engineering services contract with Freese and Nichols, Inc. for design of the Stone Rd. / Village Creek Parkway Widening and Reconstruction project in the amount of \$9,790.00 for a total contract amount of \$390,385. (Staff Contact: Tiana Jackson, Engineering Manager – Capital)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda with the removal of 5H.

Motion passed 7-0.

- F. CSO#5433-03-2024, resolution authorizing street closures associated with OpenDoor Church's Easter event. (Staff Contact: DeAnna Phillips, Director of Community Services)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda with the removal of 5H.

Motion passed 7-0.

- G. CSO#5434-03-2024, ordinance making textual amendments to the City's zoning ordinance codified in Appendix B of the City of Burleson Code of Ordinances relating to liquor sales. (Final Reading) (Staff Contact: Tony D. McIlwain, Development Services Director)**

Motion made by Larry Scott and seconded by Adam Russell to approve the consent agenda with the removal of 5H.

Motion passed 7-0.

- H. CSO#5435-03-2024, contract to purchase radios, peripheral equipment, and six years of subscription services from Motorola Solutions through a cooperative purchase agreement with Fort Worth, TX in an amount of \$1,890,838.20 (Staff Contact: James Grommersch, Chief Technology Officer) - REMOVED**

Item 5H was removed for separate discussion after General 6D.

- I. CSO#5436-03-2024, ETJ Release Petition for 4416 Smiling Hills CT (Case 24-080): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 2.00 acres of land addressed as 4416 Smiling Hills CT. (Staff Contact: Tony McIlwain, Development Services**

***Director) (No Planning and Zoning Commission action was required for this item)***

Motion made by Larry Scott and seconded by Adam Russell to approve the denial.

Motion passed 7-0.

- J. CSO#5437-03-2024, ETJ Release Petition for 8116 CR 1016A (Case 24-085): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 3.49 acres of land known as Lot 1 & 2, Block 1, Tolliver Estates. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

Motion made by Larry Scott and seconded by Adam Russell to approve the denial.

Motion passed 7-0.

## **6. GENERAL**

- A. CSO#5438-03-2024, resolution for a variance to section 14-44.b.1, The sale of alcoholic beverages within 300 feet of a public or private school, from the City of Burleson Code of Ordinances for 16:11 Golf Club located at 224 E. Renfro Street (Case 24-036). (Staff Contact: Tony McIlwain, Development Services Director)**

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

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

No speaker.

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

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

Motion passed 7-0.

- B. CSO#5439-03-2024, Order creating Signature Verification Committee and appointing members for the May 4, 2024 General Election. (Staff Contact: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented an order to the city council.

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

Motion passed 7-0.

- C. CSO#5440-03-03-2024, Chapter 380 Agreement between the City of Burleson and Burleson Wilshire Investment Partners, LLC for a development located at**

**1679 Southwest Wilshire Boulevard. (Staff Contact: Alex Philips, Economic Development Director)**

Alex Phillips, Economic Development Director, presented an agreement to the city council.

Motion made by Phil Anderson and seconded by Adam Russell to approve.

Motion passed 7-0.

- D. CSO#5441-03-2024, resolution amending the General Government Five-Year Capital Improvement Program (CIP) for Fiscal Year 2023-2024; repealing conflicting resolutions; and providing a savings clause and an effective date. (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Harlan Jefferson, Deputy City Manager, presented a resolution to the city council.

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

Motion passed 7-0.

## **5. CONSENT AGENDA – REMOVED ITEM**

- H. CSO#5435-03-2024, contract to purchase radios, peripheral equipment, and six years of subscription services from Motorola Solutions through a cooperative purchase agreement with Fort Worth, TX in an amount of \$1,890,838.20 (Staff Contact: James Grommersch, Chief Technology Officer)**

James Grommersch, Chief Technology Officer, presented a purchase to the city council.

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

Motion passed 7-0.

## **6. GENERAL - CONTINUED**

- E. CSO#5442-03-2024, resolution accepting the results of the September 30, 2023, Annual Audit, the Annual Comprehensive Financial Report (ACFR) for the period ending September 30, 2023, and the Single Audit Report as of September 30, 2023. (Finance Committee recommended approval.) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Harlan Jefferson, Deputy City Manager, presented a resolution to the city council. Jackie Gonzalez, CPA with Weaver, who gave a short presentation on the audit results.

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

Motion passed 7-0.

## **7. REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion, and provide staff direction regarding employee engagement initiatives across the City of Burleson. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Eric Oscarson, Deputy City Manager, gave a presentation on employee engagement initiatives to the city council.

- B. Receive a report, hold a discussion, and provide staff direction regarding the City's current investment process. (Finance Committee recommended approval.) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Harlan Jefferson, Deputy City Manager, gave a presentation on the city's current investment process to the city council.

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

- None.

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

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

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

- Human Resources Department Complaint No. 2023-0001 and No. 2023-0002, including any settlements related thereto
- City sales tax received from the state comptroller and LoveSac

Motion was made by Larry Scott and seconded by Ronnie Johnson to convene into executive session. **Time: 6:47 p.m.**

Motion passed 7-0.

Motion was made by Dan McClendon and seconded by Ronnie Johnson to reconvene into open session. **Time: 7:10 p.m.**

Motion passed 7-0.

## **9. EXECUTIVE SESSION - ACTION**

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code - Human Resources Department Complaint No. 2023-0001 and No. 2023-0002, including any settlements related thereto**

Motion made by Ronnie Johnson and seconded by Phil Anderson to approve a settlement agreement in the Human Resources Department complaint as discussed in executive session and authorize the City Manager to execute the agreement.

Motion passed 7-0.

**10. ADJOURNMENT**

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

Mayor Fletcher adjourned the meeting.

**Time: 7:11 p.m.**

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Monica Solko  
Deputy City Secretary



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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering

**FROM:** Clinton Sumerall, Deputy Director - Operations

**MEETING:** April 1, 2024

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**SUBJECT:**

Consider approval of a contract for the purchase of one tractor for Parks Maintenance, from Bobcat Company and Bobcat of North Texas through BuyBoard Cooperative purchasing (Contract # 706-23) in the amount of \$36,191. (Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering)

**SUMMARY:**

The Equipment Services Division of the Public Works & Engineering Department coordinates the purchase of the majority of the City's fleet. Replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs. 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, and
- Increased accident rates or liability exposure.

Equipment Services staff consider several criteria including: age, miles/hours, type of service, reliability, maintenance and repair costs, and condition. Staff also consulted with the Parks Maintenance staff for input and confirmation of their operational needs and that the specific model recommended would meet their needs.

The existing tractor, purchased in 2008, has been evaluated and is recommended for replacement. Parks Maintenance has one compact Kubota tractor-backhoe that will be replaced with a Bobcat HST Tractor.

Staff reached out to multiple other vendors to obtain comparison quotes for these mowers and received quotes ranging from \$36,191 to \$42,536. Bobcat Company and Bobcat of North Texas provided the best/lowest price at \$36,191, through the BuyBoard Cooperative purchasing contract. The total cost for the tractor is \$36,191.

Cooperative purchasing is a type of cooperative arrangement among organizations, to agree to aggregate demand to get lower prices from suppliers. Cooperatives are often used by government agencies to reduce costs of procurement. These purchasing cooperatives are used frequently by governmental entities as well as, local governments who are authorized by state law to use this method for procurement.

The replacement unit is funded in the Proprietary Equipment Replacement Fund. The costs associated with this proposed purchase are \$36,191. These costs are planned expenditures, and are within the budget based on Equipment Replacement Fund contributions. Staff recommends purchasing all equipment utilizing the Buyboard Cooperative Purchasing contract.

Staff reached out to multiple other vendors to obtain comparison quotes for the listed equipment. The quotes that we have received from other vendors were substantially more, making this cooperative purchasing contract the most cost effective purchasing process.

#### **RECOMMENDATION:**

Approve a contract for the purchase of one tractor for Parks Maintenance, from Bobcat Company and Bobcat of North Texas through BuyBoard Cooperative purchasing (Contract # 706-23) in the amount of \$36,191. (Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering)

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

List date and description of any prior action related to the subject

#### **REFERENCE:**

Insert CSO# N/A

Insert resolution or ordinance change :N/A

#### **FISCAL IMPACT:**

**Explain Budgeted Y/N:** Y

**Fund Name:** : Governmental Equipment Replacement Fund

**Full Account #s:** 602-1302-71001

**Amount:** \$36,191

**Project (if applicable):** N/A

Financial Consideration: N/A

Explain fiscal impact if any: N/A

#### **STAFF CONTACT:**

Clinton Sumerall

Deputy Director - Operations, Public Works & Engineering

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

682-312-2790





# FY24 Equipment Replacement Purchase

City Council

April 1, 2024

# Equipment Replacement Fund (ERF) Overview



- Burleson uses a dedicated sinking fund to fund replacement of equipment and vehicles that contribute
- Annual operating budgets for the respective operating departments include payments to the ERF
- The ERF is managed by the Finance Department in coordination with the Equipment Services Division of the Public Works & Engineering Department
- As a general example, consider a \$85,000 asset with a projected 10-year use:
  - Projected \$100,000 replacement cost at year 11
  - Operating department contributes \$10,000/yr for the next 10 years (total \$100,000)
  - Original \$85,000 unit is replaced at year 11

# City Fleet Background



- The Equipment Services Division of Public Works & Engineering is responsible for facilitating vehicle and equipment purchases as well as providing maintenance and repair City fleet assets during their life cycle with the City.
- During the budget process each year, Equipment Services works with individual departments and performs an analysis of the entire fleet as well as provides a list of assets that have in need of replacement for the next fiscal year.
- A scoring system of six 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

- After review of operational needs with individual departments, Equipment Services works to identify and get competitive pricing on equipment funded through the replacement fund and the supplemental request process.

# How Fleet Purchases Equipment and Vehicles



- 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.
- Cooperative purchasing allows City Staff to efficiently evaluate pricing on products and equipment using defined pricing. Additionally, this process streamlines the time between ordering and placing equipment into service.



# FY24 ERF Purchasing



The proposed purchases for FY 24 were identified and reviewed by Public Works & Engineering in 2023. Due to several factors, staff anticipate replacing or purchasing equipment and vehicles throughout the year. Factors include but are not limited to:

- Availability of equipment on dealership lots
- Ordering windows for vehicles opening later in the year
- Purchasing from different vendors or using cooperatives to ensure competitive 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





# FY24 ERF Purchasing -Phasing

As the budget for FY24 was approved the decision was made to facilitate the procurement of vehicles in phases. As some of the vehicles and equipment are not available to be ordered outside of the ordering window and some of the equipment needed further specification, staff has grouped the purchases of equipment into categories or groups.

These phases or categories include:

- Equipment such as backhoes, loaders, utility carts.
- Vehicles such as flat bed trucks, SUV's or pick up trucks (Ordering window opens in June).
- Emergency service equipment such as Patrol cars for police or Fire equipment(Ordering window opens in June).



# FY24 ERF purchasing



Asset type	Description	Current fleet inventory	Units being Purchased FY24	Replacement Phase	Council Date
Equipment	Hydro -excavator	1	1	1	April 1
Equipment	Fairway Mower	2	2	1	April 1
Equipment	Utility Carts	19	4	1	April 1
Equipment	Compact Backhoe	1	1	1	April 1
Emergency	Brush Truck(Chassis only)		1	2	May 6th
Vehicle	Compact Truck	2	2	2	May 6th
Vehicle	1/2 Ton Truck	32	11	2	May 6th
Vehicle	3/4 or 1 ton Truck	40	4	2	May 6th
Vehicle	Camera Van -Wastewater	1	1	2	May 6th
Emergency	EMS Mule	0	1	2	May 6th
Emergency	PD Admin Unmarked No lights	3	2	3	May 20th
Emergency	PD Patrol Tahoe	46	1	3	May 20th

# FY24 Equipment Purchase



Equipment number	Description	Assignment	FY 24 Budget	Cost	Vendor
649	Utility Cart	Parks-Athletic Fields	\$12,234	\$8,978	John Deere
1526	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1527	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1528	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1533	Fairway Mower	Hidden Creek Golf Course	\$74,957	\$84,518*	Turf and Soil Management
1534	Fairway Mower	Hidden Creek Golf Course	\$72,774	\$84,518*	Turf and Soil Management
182	Tractor/Backhoe	Parks-Maintenance	\$33,697	\$36,191*	Bobcat of North Texas
576	Hydro Excavator	Public Works-Water Operations	\$179,305	\$173,701	CLS Sewer Equipment

*\*Replacement equipment pricing was above FY24 budget, however ERF is able to accommodate the additional cost and will be factored into future contribution rate.*



# FY24 Equipment Pricing

To ensure that the pricing in the proposed cooperative purchasing contracts is fair and competitive, City Staff reached out to multiple dealerships and vendors in the DFW area for each piece of equipment identified. Utilizing cooperative purchasing to procure equipment in this instance allows the city to procure equipment at a lower cost.

Equipment number	Description	Low bid	Alternative 2	Alternative 3
649	Toro Workman	\$8,978.00	\$10,509.00	\$11,885.00
1526	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1527	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1528	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1533	John Deere Mower	\$84,518.00	\$84,725.00	\$87,656.00
1534	John Deere Mower	\$84,518.00	\$84,725.00	\$87,656.00
182	Kubota Backhoe	\$36,191.00	\$40,021.00	\$42,536.00
576	Vermeer Hydro Excavator	\$173,701.00	\$197,321.00	\$226,458.00



# Action Requested

APPROVAL RECOMMENDED

Approval of contracts with:
Deere and Company, via United Ag and Turf
Bobcat Company via Bobcat of North Texas
CLS Sewer Equipment Co.
Turf and Soil Management, LLC



Clinton Sumerall  
Deputy Director-Operations  
[csumerall@burlesontx.com](mailto:csumerall@burlesontx.com)  
(682)312-2790



Product Quotation  
Quotation Number: **TL348774**  
Quote Sent Date: **Feb 15, 2024**  
Expiration Date: **Mar 16, 2024**

Prepared By  
**Todd Lewis**  
Phone: 214-869-6161  
Email: tlewis@bobcatofdallas.com

Customer  
**CITY OF BURLESON**  
1417 W RENFRO  
BURLESON, TX, 76028  
Phone: +13252694919

Contact

Dealer  
**Bobcat of North Texas - Lewisville,  
Lewisville, TX**

Item Name	Item Number	Quantity	Price Each	Total
<b>CT2040 Compact Tractor HST</b>	M1630	1		\$25,934.40
<b>Standard Equipment:</b> Bobcat CT2040 HST Glow Plug Engine Pre-Heat Electric Key Shutoff Horn Cupholder Vinyl Suspension seat, w/ retractable seat belt Hydrostatic Power Steering Floor Mat Instrumentation: Hourmeter, tachometer, engine temperature, fuel gauge, and warning lights Lights: headlights, tail lights, brake lights, hazard flashers and turn signals Safety Interlock System ROPS two post, Foldable * Parking Brake		Four Wheel Drive Rear Differential Lock Brakes, Wet Multi Disc Loader Joystick & Valve Fuel Heater (excluded CT2025) Rear PTO PTO Shield Three-Point Hitch, Category 1 Hydraulic Three Point Lift Position Control System Lift rod Turnbuckle Draw Bar, Adjustable Tires: Bobcat Industrial Tires 25X8.5-14, Front; 15 19.5 Rear		
<b>Assembled Tractor with Assembled Loader</b>	M1630-R01-C01	1		
<b>Factory Installed Front End Loader (FL8)</b>	M1630-A01-C03	1		
<b>CT Backhoe - BH76 (CT2XXX Series)</b>	7366339	1		\$8050.20
<b>16" Bucket BH76</b>	7414461	1		
Total for CT2040 Compact Tractor HST				\$33,984.60
Quote Total - USD				
Dealer P.D.I.				450.00
Freight Charges				0.00
Destination Charges				1,055.00
Dealer Assembly Charges				701.25
<b>Quote Total - USD</b>				<b>\$36,190.85</b>

Notes:  
BUYBOARD 685-22

<b>Customer Acceptance:</b> Quotation Number: <b>TL348774</b>	Purchase Order: _____
<b>Authorized Signature:</b>  Print: _____ Sign: _____	

Date:\_\_\_\_\_ Email:\_\_\_\_\_ Tax Exempt: Y ☐ / N ☐



# 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.

Bobcat of North Texas  
Lewisville, TX United States

Certificate Number:  
2024-1137565

Date Filed:  
03/21/2024

Date Acknowledged:

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

City of Burleson

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

Compact Tractor  
Sales, Service, Rental, and Parts for Bobcat Compact Equipment

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 AMANDA C. SWAFFORD, and my date of birth is 1/1/1981

My address is 2304 STAR BELIN DRIVE LEWISVILLE TX 75056 USA  
(street) (city) (state) (zip code) (country)

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

Executed in DENTON County, State of TEXAS, on the 21 day of MARCH, 20 24  
(month) (year)

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

---

## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering

**FROM:** Clinton Sumerall, Deputy Director - Operations

**MEETING:** April 1, 2024

---

**SUBJECT:**

Consider approval of a contract for the purchase of two replacement fairway mowers for the Hidden Creek Golf Course with Turf and Soil Management, LLC through PCA Cooperative Purchasing (Contract # PCA OD-395-23) in the amount of \$169,036 (*Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering*).

**SUMMARY:**

The Equipment Services Division of the Public Works & Engineering Department coordinates the purchase of the majority of the City's fleet. Replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs. 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, and
- Increased accident rates or liability exposure.

Equipment Services staff consider several criteria including: age, miles/hours, type of service, reliability, maintenance and repair costs, and condition. Staff also consulted with the Hidden Creek Golf Course Pro and staff for input and confirmation of their operational needs and that the specific models recommended would meet their needs.

The existing mowers, purchased in 2015, have been evaluated and are recommended for replacement. The Hidden Creek Golf Course has a total of two John Deere 7700 Fairway Mowers that will be replaced with Baroness LL551 Fairway Mowers.

Staff reached out to multiple other vendors to obtain comparison quotes for these mowers and received quotes ranging from \$84,518 to \$87,656. Turf and Soil Management, LLC provided the best/lowest price at \$84,518 per mower, through the PCA Cooperative Purchasing Contract. The total cost for both

replacement mowers are \$169,036. Cooperative purchasing is a type of cooperative arrangement among organizations, to agree to aggregate demand to get lower prices from suppliers. Cooperatives are often used by government agencies to reduce costs of procurement. These purchasing cooperatives are used frequently by governmental entities as well as, local governments who are authorized by state law to use this method for procurement. The replacement units are funded in the Proprietary Equipment Replacement Fund.

**RECOMMENDATION:**

Approve a contract for the purchase of two fairway mowers for the Hidden Creek Golf Course with Turf and Soil Management, LLC through PCA Cooperative Purchasing (Contract # PCA OD-395-23) in the amount of \$169,036.

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

N/A

**REFERENCE:**

**FISCAL IMPACT:**

**Explain Budgeted Y/N:** Y

**Fund Name:** Proprietary Equipment Replacement Fund

**Full Account #s:** 603-1302-71001

**Amount:** \$169,036

**Project (if applicable):** N/A

**Financial Consideration:** N/A

**Explain fiscal impact if any:** N/A

**STAFF CONTACT:**

Clinton Sumerall  
Deputy Director - Operations, Public Works & Engineering  
[csumerall@burlesontx.com](mailto:csumerall@burlesontx.com)  
682-312-2790



# FY24 Equipment Replacement Purchase

City Council

April 1, 2024

# Equipment Replacement Fund (ERF) Overview



- Burleson uses a dedicated sinking fund to fund replacement of equipment and vehicles that contribute
- Annual operating budgets for the respective operating departments include payments to the ERF
- The ERF is managed by the Finance Department in coordination with the Equipment Services Division of the Public Works & Engineering Department
- As a general example, consider a \$85,000 asset with a projected 10-year use:
  - Projected \$100,000 replacement cost at year 11
  - Operating department contributes \$10,000/yr for the next 10 years (total \$100,000)
  - Original \$85,000 unit is replaced at year 11

# City Fleet Background



- The Equipment Services Division of Public Works & Engineering is responsible for facilitating vehicle and equipment purchases as well as providing maintenance and repair City fleet assets during their life cycle with the City.
- During the budget process each year, Equipment Services works with individual departments and performs an analysis of the entire fleet as well as provides a list of assets that have in need of replacement for the next fiscal year.
- A scoring system of six 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

- After review of operational needs with individual departments, Equipment Services works to identify and get competitive pricing on equipment funded through the replacement fund and the supplemental request process.

# How Fleet Purchases Equipment and Vehicles



- 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.
- Cooperative purchasing allows City Staff to efficiently evaluate pricing on products and equipment using defined pricing. Additionally, this process streamlines the time between ordering and placing equipment into service.





# FY24 ERF Purchasing



The proposed purchases for FY 24 were identified and reviewed by Public Works & Engineering in 2023. Due to several factors, staff anticipate replacing or purchasing equipment and vehicles throughout the year. Factors include but are not limited to:

- Availability of equipment on dealership lots
- Ordering windows for vehicles opening later in the year
- Purchasing from different vendors or using cooperatives to ensure competitive 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





# FY24 ERF Purchasing -Phasing

As the budget for FY24 was approved the decision was made to facilitate the procurement of vehicles in phases. As some of the vehicles and equipment are not available to be ordered outside of the ordering window and some of the equipment needed further specification, staff has grouped the purchases of equipment into categories or groups.

These phases or categories include:

- Equipment such as backhoes, loaders, utility carts.
- Vehicles such as flat bed trucks, SUV's or pick up trucks (Ordering window opens in June).
- Emergency service equipment such as Patrol cars for police or Fire equipment(Ordering window opens in June).



# FY24 ERF purchasing



Asset type	Description	Current fleet inventory	Units being Purchased FY24	Replacement Phase	Council Date
Equipment	Hydro -excavator	1	1	1	April 1
Equipment	Fairway Mower	2	2	1	April 1
Equipment	Utility Carts	19	4	1	April 1
Equipment	Compact Backhoe	1	1	1	April 1
Emergency	Brush Truck(Chassis only)		1	2	May 6th
Vehicle	Compact Truck	2	2	2	May 6th
Vehicle	1/2 Ton Truck	32	11	2	May 6th
Vehicle	3/4 or 1 ton Truck	40	4	2	May 6th
Vehicle	Camera Van -Wastewater	1	1	2	May 6th
Emergency	EMS Mule	0	1	2	May 6th
Emergency	PD Admin Unmarked No lights	3	2	3	May 20th
Emergency	PD Patrol Tahoe	46	1	3	May 20th

# FY24 Equipment Purchase



Equipment number	Description	Assignment	FY 24 Budget	Cost	Vendor
649	Utility Cart	Parks-Athletic Fields	\$12,234	\$8,978	John Deere
1526	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1527	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1528	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1533	Fairway Mower	Hidden Creek Golf Course	\$74,957	\$84,518*	Turf and Soil Management
1534	Fairway Mower	Hidden Creek Golf Course	\$72,774	\$84,518*	Turf and Soil Management
182	Tractor/Backhoe	Parks-Maintenance	\$33,697	\$36,191*	Bobcat of North Texas
576	Hydro Excavator	Public Works-Water Operations	\$179,305	\$173,701	CLS Sewer Equipment

*\*Replacement equipment pricing was above FY24 budget, however ERF is able to accommodate the additional cost and will be factored into future contribution rate.*



# FY24 Equipment Pricing

To ensure that the pricing in the proposed cooperative purchasing contracts is fair and competitive, City Staff reached out to multiple dealerships and vendors in the DFW area for each piece of equipment identified. Utilizing cooperative purchasing to procure equipment in this instance allows the city to procure equipment at a lower cost.

Equipment number	Description	Low bid	Alternative 2	Alternative 3
649	Toro Workman	\$8,978.00	\$10,509.00	\$11,885.00
1526	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1527	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1528	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1533	John Deere Mower	\$84,518.00	\$84,725.00	\$87,656.00
1534	John Deere Mower	\$84,518.00	\$84,725.00	\$87,656.00
182	Kubota Backhoe	\$36,191.00	\$40,021.00	\$42,536.00
576	Vermeer Hydro Excavator	\$173,701.00	\$197,321.00	\$226,458.00



# Action Requested

APPROVAL RECOMMENDED

Approval of contracts with:
Deere and Company, via United Ag and Turf
Bobcat Company via Bobcat of North Texas
CLS Sewer Equipment Co.
Turf and Soil Management, LLC



Clinton Sumerall  
Deputy Director-Operations  
[csumerall@burlesontx.com](mailto:csumerall@burlesontx.com)  
(682)312-2790

## Equipment Quotation

**Invoice to:**

Hidden Creek Golf Course  
Trey Gee/Brian Woolard  
555 E Hidden Creek Pkwy, Burleson, TX 76028,



**Date:** 1/18/2024

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

**Ship to:**

Hidden Creek Golf Course  
Trey Gee/Brian Woolard  
555 E Hidden Creek Pkwy, Burleson, TX 76028,

**Mike Epps**

**VP/Business Development**

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

Quote pricing is valid for 30 days.

Qty	Manufacturer	Model	Description	PCA Member Price	Total
2	<b>BARONESS</b>	LM551B531Q830	LM551B 5 Plex Fairway Mower, LH62 (9), 5.0mm Bedknife, LED Light, Rops, Roof, Ball protective net, CR brush type-B / CE • USA	\$84,518.00	\$169,036.00

<b>Sub Total</b>	<u>\$169,036.00</u>
<b>Sales Tax (8.25%)</b>	<u>EXEMPT</u>
<b>Final Total</b>	<u><u>\$169,036.00</u></u>

### Customer Acceptance

**F.O.B.** Destination

**Pricing:** Prices quoted form PCA Contract  
# OD-395-23



\_\_\_\_\_  
Name

**Delivery:** Immediate, In Stock - Based on Current Inventory

\_\_\_\_\_  
Title

**Warranty:** Manufacturers' Stated

**Terms:** Pre-Payment/Finance Contract

\_\_\_\_\_  
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

**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

**Certificate Number:**

2024-1137876

**Date Filed:**

03/22/2024

**Date Acknowledged:**

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

City of Burleson

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

PCA OD-395-23

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.**



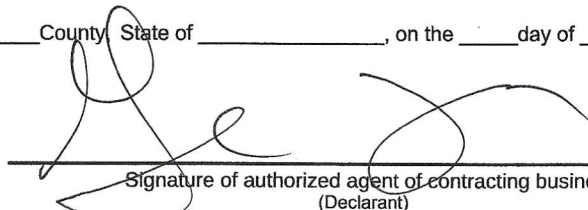
## 6 UNSWORN DECLARATION

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)



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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Clinton Sumerall, Deputy Director-Operations  
**MEETING:** April 1, 2024

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**SUBJECT:**

Consider approval of a contract for the purchase of replacement Public Works Water Operations equipment with CLS Sewer Equipment Co., Inc. through BuyBoard Cooperative Purchasing (Contract # 676-22) in the amount of \$173,701 (*Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering*).

**SUMMARY:**

The Equipment Services Division of the Public Works & Engineering Department coordinates the purchase of the majority of the City's fleet. Replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs. 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, and
- Increased accident rates or liability exposure.

Equipment Services staff consider several criteria including: age, miles/hours, type of service, reliability, maintenance and repair costs, and condition. Staff also consulted with the Public Works Water Operations Staff for input and confirmation of their operational needs and that the specific model recommended would meet their needs.

The existing hydro excavator, purchased in 2013, has been evaluated and is recommended for replacement. Public Works Water Operations has one Vermeer LP855 that will be replaced with a Vac-Con MS800.

Staff reached out to multiple other vendors to obtain comparison quotes for this Hydro Excavator and received quotes ranging from \$173,701 to \$226,458. CLS Sewer Equipment Co. provided the best/lowest price at \$173,701, through the BuyBoard Cooperative Purchasing Contract. The total cost for the hydro excavator is \$173,701.

Cooperative purchasing is a type of cooperative arrangement among organizations, to agree to aggregate demand to get lower prices from suppliers. Cooperatives are often used by government agencies to reduce costs of procurement. These purchasing cooperatives are used frequently by governmental entities as well as, local governments who are authorized by state law to use this method for procurement. The replacement units are funded in the Proprietary Equipment Replacement Fund.

**RECOMMENDATION:**

Approve a contract for the purchase of replacement Public Works Water Operations equipment with CLS Sewer Equipment Co., Inc. through BuyBoard Cooperative Purchasing (Contract # 676-22) in the amount of \$173,701.

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

List date and description of any prior action related to the subject

**REFERENCE:**

Insert CSO# if applicable

Insert resolution or ordinance change

**FISCAL IMPACT:**

**Explain Budgeted Y/N:** Y

**Fund Name:** Proprietary Equipment Replacement Fund

**Full Account #s:** 603-1302-71001

**Amount:** \$173,701

**Project (if applicable):** Financial Consideration:

Explain fiscal impact if any

**STAFF CONTACT:**

Clinton Sumerall

Deputy Director, Public Works & Engineering

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

682-312-2790



# FY24 Equipment Replacement Purchase

City Council

April 1, 2024

# Equipment Replacement Fund (ERF) Overview



- Burleson uses a dedicated sinking fund to fund replacement of equipment and vehicles that contribute
- Annual operating budgets for the respective operating departments include payments to the ERF
- The ERF is managed by the Finance Department in coordination with the Equipment Services Division of the Public Works & Engineering Department
- As a general example, consider a \$85,000 asset with a projected 10-year use:
  - Projected \$100,000 replacement cost at year 11
  - Operating department contributes \$10,000/yr for the next 10 years (total \$100,000)
  - Original \$85,000 unit is replaced at year 11

# City Fleet Background



- The Equipment Services Division of Public Works & Engineering is responsible for facilitating vehicle and equipment purchases as well as providing maintenance and repair City fleet assets during their life cycle with the City.
- During the budget process each year, Equipment Services works with individual departments and performs an analysis of the entire fleet as well as provides a list of assets that have in need of replacement for the next fiscal year.
- A scoring system of six 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

- After review of operational needs with individual departments, Equipment Services works to identify and get competitive pricing on equipment funded through the replacement fund and the supplemental request process.

# How Fleet Purchases Equipment and Vehicles



- 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.
- Cooperative purchasing allows City Staff to efficiently evaluate pricing on products and equipment using defined pricing. Additionally, this process streamlines the time between ordering and placing equipment into service.



# FY24 ERF Purchasing



The proposed purchases for FY 24 were identified and reviewed by Public Works & Engineering in 2023. Due to several factors, staff anticipate replacing or purchasing equipment and vehicles throughout the year. Factors include but are not limited to:

- Availability of equipment on dealership lots
- Ordering windows for vehicles opening later in the year
- Purchasing from different vendors or using cooperatives to ensure competitive 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



# FY24 ERF Purchasing -Phasing

As the budget for FY24 was approved the decision was made to facilitate the procurement of vehicles in phases. As some of the vehicles and equipment are not available to be ordered outside of the ordering window and some of the equipment needed further specification, staff has grouped the purchases of equipment into categories or groups.

These phases or categories include:

- Equipment such as backhoes, loaders, utility carts.
- Vehicles such as flat bed trucks, SUV's or pick up trucks (Ordering window opens in June).
- Emergency service equipment such as Patrol cars for police or Fire equipment(Ordering window opens in June).





# FY24 ERF purchasing



Asset type	Description	Current fleet inventory	Units being Purchased FY24	Replacement Phase	Council Date
Equipment	Hydro -excavator	1	1	1	April 1
Equipment	Fairway Mower	2	2	1	April 1
Equipment	Utility Carts	19	4	1	April 1
Equipment	Compact Backhoe	1	1	1	April 1
Emergency	Brush Truck(Chassis only)		1	2	May 6th
Vehicle	Compact Truck	2	2	2	May 6th
Vehicle	1/2 Ton Truck	32	11	2	May 6th
Vehicle	3/4 or 1 ton Truck	40	4	2	May 6th
Vehicle	Camera Van -Wastewater	1	1	2	May 6th
Emergency	EMS Mule	0	1	2	May 6th
Emergency	PD Admin Unmarked No lights	3	2	3	May 20th
Emergency	PD Patrol Tahoe	46	1	3	May 20th

# FY24 Equipment Purchase



Equipment number	Description	Assignment	FY 24 Budget	Cost	Vendor
649	Utility Cart	Parks-Athletic Fields	\$12,234	\$8,978	John Deere
1526	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1527	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1528	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1533	Fairway Mower	Hidden Creek Golf Course	\$74,957	\$84,518*	Turf and Soil Management
1534	Fairway Mower	Hidden Creek Golf Course	\$72,774	\$84,518*	Turf and Soil Management
182	Tractor/Backhoe	Parks-Maintenance	\$33,697	\$36,191*	Bobcat of North Texas
576	Hydro Excavator	Public Works-Water Operations	\$179,305	\$173,701	CLS Sewer Equipment

*\*Replacement equipment pricing was above FY24 budget, however ERF is able to accommodate the additional cost and will be factored into future contribution rate.*



# FY24 Equipment Pricing

To ensure that the pricing in the proposed cooperative purchasing contracts is fair and competitive, City Staff reached out to multiple dealerships and vendors in the DFW area for each piece of equipment identified. Utilizing cooperative purchasing to procure equipment in this instance allows the city to procure equipment at a lower cost.

Equipment number	Description	Low bid	Alternative 2	Alternative 3
649	Toro Workman	\$8,978.00	\$10,509.00	\$11,885.00
1526	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1527	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1528	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1533	John Deere Mower	\$84,518.00	\$84,725.00	\$87,656.00
1534	John Deere Mower	\$84,518.00	\$84,725.00	\$87,656.00
182	Kubota Backhoe	\$36,191.00	\$40,021.00	\$42,536.00
576	Vermeer Hydro Excavator	\$173,701.00	\$197,321.00	\$226,458.00



# Action Requested

APPROVAL RECOMMENDED

Approval of contracts with:
Deere and Company, via United Ag and Turf
Bobcat Company via Bobcat of North Texas
CLS Sewer Equipment Co.
Turf and Soil Management, LLC



Clinton Sumerall  
Deputy Director-Operations  
[csumerall@burlesontx.com](mailto:csumerall@burlesontx.com)  
(682)312-2790



**CLS North Service Center**  
726 S. Sherman Street Richardson, Texas 75081  
Office: 972-479-1335 Fax: 972-479-1336

.....  
**CLS South Service Center**  
8000 N Loop E Houston, Texas 77028  
Office: 281-440-1881 Fax: 281-440-1879

ATTN: Tray Gee

City of Burleson, Texas

Re: Vacuum Trailer – 2000 CFM, 6" Vacuum Boom

## **Buyboard Contract Proposal**

## **Buyboard Contract # 676-22**

Machine is in stock and subject to availability

---

### **Model Number – MS800**

### **845 Gal. Debris, 325 Gal. water, 114 HP Kubota Diesel, 2000 CFM/16" Hg**

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#### **Standard Equipment Includes:**

Kubota Tier 4 Diesel  
30 Gal. Fuel Tank  
PD Blower CFM/16" Hg  
Debris Tank  
55 Degree Hydraulic Dump  
Hydraulic Dump Door  
Water & Airtight Quick Dump  
HDPE Water Tank  
4 GPM @ 4000 PSI Water Pump  
25' Refill hose  
Water Digger Wand w/wobble nozzle  
Wash Down Wand  
Hose Reel & 50' of 3/8" high pressure hose  
Steel Tool Box - Black powder coated  
Anti-freeze system  
Crown Nozzle - 6' x 6" Alum  
(2) Extensions - 6' x 6" Alum  
Trailer - Welded Rect. Tube Steel  
Wheel chocks  
Axles - 2 @ 10K Ea. Dual wheel, Rims - Steel  
4" Lil Hummer Silencer  
Fully Enclosed Power Pack

6" Decant Knife valve rear door  
Elec. Clutch on water pump  
Hydrant wrench & 50-micron filter bag  
Pendant Control (only w/Boom)  
Vacuum E-Stop - 100' cord  
Tool Rack

**Main Information**

Model - MS800	845 Gal. Debris, 325 Gal. water, Powered Boom, 114 HP Kubota Diesel, 2000 CFM/16" Hg
Boom	9' Boom with Hyd Up/Down & 2' Hyd Extension, manual rotation, 6" - 16' boom hose, boom lights

**Misc Accessories**

**Qty Description**

- 1 72" Extension for Digging Wand w/ quick disconnects
- 1 Power Pack Upgrade - from: 74 HP Diesel / 1,190 CFM to: 114 HP Diesel / 2000 CFM/16 Hg
- 1 Powered boom - rotate
- 1 Rear door hydraulic locks
- 1 Wireless Remote

Unit Total	<b>\$173,701.00</b>
Delivery / Training	Included
Total	<b><u>\$173,701.00</u></b>

Offered by: CLS Equipment

Accepted 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.

CLS Sewer Equipment Co. Inc  
Richardson, TX United States

Certificate Number:  
2024-1137740

Date Filed:  
03/22/2024

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

City of Burleson

Date Acknowledged:

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

676-22  
MS 800 Vac-Jet

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CLS Sewer Equipment Co. Inc	Richardson, TX United States	X	

5 Check only if there is NO Interested Party. ☐

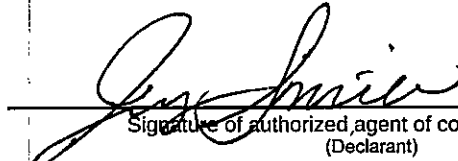
### 6 UNSWORN DECLARATION

My name is Jerry Sonnier, and my date of birth is [REDACTED].

My address is 7613 Thitseden (street), McKinney (city), TX (state), 75071 (zip code), USA (country).

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

Executed in Dallas County, State of Texas, on the 20<sup>th</sup> day of March, 20 24.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



---

## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering

**FROM:** Clinton Sumerall, Deputy Director - Operations

**MEETING:** April 1, 2024

---

**SUBJECT:**

Consider approval of a contract for the purchase of four utility carts for Hidden Creek Golf Course and Parks Athletic Fields, from Deere and Company, and United Ag and Turf through Sourcewell Cooperative purchasing (Sourcewell Contract # #031121-DAC) in the amount of \$35,912 (Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering).

**SUMMARY:**

The Equipment Services Division of the Public Works & Engineering Department coordinates the purchase of the majority of the City's fleet. Replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs. 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, and
- Increased accident rates or liability exposure.

Equipment Services staff consider several criteria including: age, miles/hours, type of service, reliability, maintenance and repair costs, and condition. Staff also consulted with both Hidden Creek Golf Course Pro and Athletic Field staff for input and confirmation of their operational needs and that the specific model recommended would meet their needs.

The existing utility carts, purchased between 2016 and 2017, have been evaluated and are recommended for replacement. The Hidden Creek Golf Course has a total of three Cushman Utility Carts that will be replaced with John Deere Gator Utility Carts. Parks Athletic Fields has one Toro Workman Utility Cart that will be replaced with a John Deere Gator Utility Cart.

Staff reached out to multiple other vendors to obtain comparison quotes for these utility carts and received quotes ranging from \$8,978 to \$11,885. Deere and Company, and United Ag and Turf provided the best/lowest price at \$8,978 per utility cart, through the Sourcewell Cooperative Purchasing Contract. The total cost for all four replacement mowers \$35,912. Cooperative purchasing is a type of cooperative arrangement among organizations, to agree to aggregate demand to get lower prices from suppliers. Cooperatives are often used by government agencies to reduce costs of procurement. These purchasing cooperatives are used frequently by governmental entities as well as, local governments who are authorized by state law to use this method for procurement. The replacement units are funded in the Proprietary Equipment Replacement Fund.

**RECOMMENDATION:**

Approve a contract for the purchase of four utility carts for Hidden Creek Golf Course and Parks Athletic Fields, from Deere and Company, and United Ag and Turf through Sourcewell Cooperative purchasing.

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

List date and description of any prior action related to the subject

**REFERENCE:**

Insert CSO# if applicable  
Insert resolution or ordinance change

**FISCAL IMPACT:**

**Explain Budgeted Y/N:** Y

**Fund Name:** Proprietary Equipment Replacement Fund

**Full Account #s:** 603-1302-71001

**Amount:** \$26,934

**Project (if applicable):** N/A

**Financial Consideration:** N/A

**Explain Budgeted Y/N:** Y

**Fund Name:** : Governmental Equipment Replacement Fund

**Full Account #s:** 602-1302-71001

**Amount:** \$8,978

**Project (if applicable):** N/A

**Financial Consideration:** N/A

Explain fiscal impact if any

**STAFF CONTACT:**

Clinton Sumerall  
Deputy Director-Operations, Public Works & Engineering  
[csumerall@burlesontx.com](mailto:csumerall@burlesontx.com)  
682-312-2790



# FY24 Equipment Replacement Purchase

City Council

April 1, 2024

# Equipment Replacement Fund (ERF) Overview



- Burleson uses a dedicated sinking fund to fund replacement of equipment and vehicles that contribute
- Annual operating budgets for the respective operating departments include payments to the ERF
- The ERF is managed by the Finance Department in coordination with the Equipment Services Division of the Public Works & Engineering Department
- As a general example, consider a \$85,000 asset with a projected 10-year use:
  - Projected \$100,000 replacement cost at year 11
  - Operating department contributes \$10,000/yr for the next 10 years (total \$100,000)
  - Original \$85,000 unit is replaced at year 11

# City Fleet Background



- The Equipment Services Division of Public Works & Engineering is responsible for facilitating vehicle and equipment purchases as well as providing maintenance and repair City fleet assets during their life cycle with the City.
- During the budget process each year, Equipment Services works with individual departments and performs an analysis of the entire fleet as well as provides a list of assets that have in need of replacement for the next fiscal year.
- A scoring system of six 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

- After review of operational needs with individual departments, Equipment Services works to identify and get competitive pricing on equipment funded through the replacement fund and the supplemental request process.

# How Fleet Purchases Equipment and Vehicles



- 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.
- Cooperative purchasing allows City Staff to efficiently evaluate pricing on products and equipment using defined pricing. Additionally, this process streamlines the time between ordering and placing equipment into service.



# FY24 ERF Purchasing



The proposed purchases for FY 24 were identified and reviewed by Public Works & Engineering in 2023. Due to several factors, staff anticipate replacing or purchasing equipment and vehicles throughout the year. Factors include but are not limited to:

- Availability of equipment on dealership lots
- Ordering windows for vehicles opening later in the year
- Purchasing from different vendors or using cooperatives to ensure competitive 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





# FY24 ERF Purchasing -Phasing

As the budget for FY24 was approved the decision was made to facilitate the procurement of vehicles in phases. As some of the vehicles and equipment are not available to be ordered outside of the ordering window and some of the equipment needed further specification, staff has grouped the purchases of equipment into categories or groups.

These phases or categories include:

- Equipment such as backhoes, loaders, utility carts.
- Vehicles such as flat bed trucks, SUV's or pick up trucks (Ordering window opens in June).
- Emergency service equipment such as Patrol cars for police or Fire equipment(Ordering window opens in June).



# FY24 ERF purchasing



Asset type	Description	Current fleet inventory	Units being Purchased FY24	Replacement Phase	Council Date
Equipment	Hydro -excavator	1	1	1	April 1
Equipment	Fairway Mower	2	2	1	April 1
Equipment	Utility Carts	19	4	1	April 1
Equipment	Compact Backhoe	1	1	1	April 1
Emergency	Brush Truck(Chassis only)		1	2	May 6th
Vehicle	Compact Truck	2	2	2	May 6th
Vehicle	1/2 Ton Truck	32	11	2	May 6th
Vehicle	3/4 or 1 ton Truck	40	4	2	May 6th
Vehicle	Camera Van -Wastewater	1	1	2	May 6th
Emergency	EMS Mule	0	1	2	May 6th
Emergency	PD Admin Unmarked No lights	3	2	3	May 20th
Emergency	PD Patrol Tahoe	46	1	3	May 20th

# FY24 Equipment Purchase



Equipment number	Description	Assignment	FY 24 Budget	Cost	Vendor
649	Utility Cart	Parks-Athletic Fields	\$12,234	\$8,978	John Deere
1526	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1527	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1528	Utility Cart	Hidden Creek Golf Course	\$11,341	\$8,978	John Deere
1533	Fairway Mower	Hidden Creek Golf Course	\$74,957	\$84,518*	Turf and Soil Management
1534	Fairway Mower	Hidden Creek Golf Course	\$72,774	\$84,518*	Turf and Soil Management
182	Tractor/Backhoe	Parks-Maintenance	\$33,697	\$36,191*	Bobcat of North Texas
576	Hydro Excavator	Public Works-Water Operations	\$179,305	\$173,701	CLS Sewer Equipment

*\*Replacement equipment pricing was above FY24 budget, however ERF is able to accommodate the additional cost and will be factored into future contribution rate.*



# FY24 Equipment Pricing

To ensure that the pricing in the proposed cooperative purchasing contracts is fair and competitive, City Staff reached out to multiple dealerships and vendors in the DFW area for each piece of equipment identified. Utilizing cooperative purchasing to procure equipment in this instance allows the city to procure equipment at a lower cost.

Equipment number	Description	Low bid	Alternative 2	Alternative 3
649	Toro Workman	\$8,978.00	\$10,509.00	\$11,885.00
1526	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1527	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1528	Cushman cart	\$8,978.00	\$10,509.00	\$11,885.00
1533	John Deere Mower	\$84,518.00	\$84,725.00	\$87,656.00
1534	John Deere Mower	\$84,518.00	\$84,725.00	\$87,656.00
182	Kubota Backhoe	\$36,191.00	\$40,021.00	\$42,536.00
576	Vermeer Hydro Excavator	\$173,701.00	\$197,321.00	\$226,458.00



# Action Requested

APPROVAL RECOMMENDED

Approval of contracts with:
Deere and Company, via United Ag and Turf
Bobcat Company via Bobcat of North Texas
CLS Sewer Equipment Co.
Turf and Soil Management, LLC



Clinton Sumerall  
Deputy Director-Operations  
[csumerall@burlesontx.com](mailto:csumerall@burlesontx.com)  
(682)312-2790

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

United Ag & Turf  
2098 Valley View Lane  
FARMERS BRANCH, TX 75234  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
2098 Valley View Lane  
Farmers Branch, TX 75234  
214-630-3300  
farmersbranchjd@unitedagt.com

**Quote Summary**
**Prepared For:**

CITY OF BURLESON  
141 W RENFRO ST  
BURLESON, TX 76028  
Business: 817-426-9600

**Delivering Dealer:**

**United Ag & Turf**  
Monty Hambrick  
2098 Valley View Lane  
Farmers Branch, TX 75234  
Phone: 214-630-3300  
Mobile: 817-454-8829  
montyhambrick@unitedagt.com

Scoucewell Account # 110652  
Sourcewell Grounds Maint 031121-DAC

**Quote ID:** 30240415  
**Created On:** 17 January 2024  
**Last Modified On:** 17 January 2024  
**Expiration Date:** 16 February 2024

Quote includes multi unit purchase discount price will change if 3 or more are not purchased on 1 PO

**Equipment Summary**
**Selling Price**
**Qty**
**Extended**

JOHN DEERE GATOR™ TX (Model Year 2024)

\$ 8,978.18 X 4 = \$ 35,912.72

**Contract:** Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)

**Price Effective Date:** January 16, 2024

**Equipment Total**

**\$ 35,912.72**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 35,912.72

Trade In

SubTotal **\$ 35,912.72**

Est. Service \$ 0.00

Agreement Tax

Total \$ 35,912.72

Down Payment (0.00)

Rental Applied (0.00)

**Balance Due \$ 35,912.72**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 30240415      **Customer Name:** CITY OF BURLESON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

United Ag & Turf  
2098 Valley View Lane  
FARMERS BRANCH, TX 75234  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
2098 Valley View Lane  
Farmers Branch, TX 75234  
214-630-3300  
farmersbranchjd@unitedagt.com

## JOHN DEERE GATOR™ TX (Model Year 2024)

**Hours:**

**Stock Number:**

**Contract:** Sourcewell Grounds Maint 031121-DAC (PG BT  
CG 76)

**Selling Price \***  
\$ 8,978.18

**Price Effective Date:** January 16, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56A6M	GATOR™ TX (Model Year 2024)	4	\$ 10,949.00	17.00	\$ 1,861.33	\$ 9,087.67	\$ 36,350.68
<b>Standard Options - Per Unit</b>							
0202	United States	4	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build to Order	4	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	4	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	4	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	4	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	4	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	4	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	4	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Value Added Services Total</b>							
			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Additional Discounts</b>							
Multi-unit Discount		4			\$ 109.49	\$ -109.49	\$ -437.96
<b>Additional Discount Total</b>					<b>\$ 109.49</b>	<b>\$ -109.49</b>	<b>\$ -437.96</b>
<b>Total Selling Price</b>			<b>\$ 10,949.00</b>		<b>\$ 1,970.82</b>	<b>\$ 8,978.18</b>	<b>\$ 35,912.72</b>



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Coufal-Prater Equipment, LLC DbA United Ag & Turf  
Waco, TX United States

**Certificate Number:**  
2024-1138183

**Date Filed:**  
03/25/2024

**Date Acknowledged:**

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

City of Burleson

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

031121-DAC  
Grounds Maintenance Equipment

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 Curtis Abel, and my date of birth is [REDACTED].

My address is 7736 Central Park Dr, Waco, TX, 76712, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 25 day of March, 20 24.  
(month) (year)

*Curtis Abel*

Signature of authorized agent of contracting business entity  
(Declarant)

---

Choose an item.

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** April 1, 2024

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**SUBJECT:**

Consider approval of an interlocal agreement with Johnson County for the use of Burleson Sub-courthouse for the a May 4, 2024 General Election polling location.  
(Staff Contact: Amanda Campos, City Secretary)

**SUMMARY:**

The City Council ordered a General Election to be held on May 4, 2024 for the purpose of electing 3 councilmembers, Place 1, 3, and 5. In the election order council named the Burleson Sub-courthouse, 247 Elk Drive, Room 212, Burleson, Texas as the main early voting location as well as the election day polling location.

This agreement sets out the terms of the use of a county facility as a city polling location. Johnson County approved the interlocal agreement at it's March 25, 2024 regular commissioner meeting.

**RECOMMENDATION:**

Approval of the interlocal as presented.

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

The city council reviewed options for polling locations in January and deemed this location the best for the voters. The voters used this location in March for the primaries so the voters will remember where to go vote and not have to look for a new location.

**REFERENCE:**

CSO#5393-02-24 – Ordering General Election

**FISCAL IMPACT:**

All expenses are budgeted in Election budget

**STAFF CONTACT:**

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

# May 6, 2024 General Election – Polling Location

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CITY COUNCIL MEETING APRIL 1, 2024

# Johnson County Sub-Courthouse

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- Council ordered General Election for May 4, 2024
- Council was presented with several option for polling location and chose the Johnson County Sub-Courthouse
- All voting will take place at the sub-courthouse, 247 Elk Drive, Room 212, Burleson, Texas
- Early Voting starts April 22, 2024
- Election Day is May 4, 2024



# Interlocal Agreement

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- Agreement was approved by the Johnson County Commissioners on March 25, 2024
- Terms:
  - Use from April 19, 2024 to June 17, 2024
  - If no Run-Off term will end May 6, 2024
  - Rent is \$10 for the facility
  - Burleson will pay the Johnson County Sheriff's office to have security present on weekend and after hours



# QUESTIONS / COMMENTS



**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BURLESON  
AND JOHNSON COUNTY  
FOR TEMPORARY LEASE OF SUB-COURTHOUSE ROOM 212**

**THE STATE OF TEXAS   §  
  §  
COUNTY OF JOHNSON   §**

THIS Interlocal Agreement (“Agreement”) is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code by and between the **CITY OF BURLESON**, a home rule municipal corporation located in Tarrant County and Johnson County, Texas (“Burleson”), and **JOHNSON COUNTY**, a duly organized county and political subdivision of the State of Texas (“County”), each one acting through its authorized representatives, each sometimes hereinafter referred to individually as the “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, County owns a building known as the Ron Harmon Sub-Courthouse located at 247 Elk Drive in Burleson, Johnson County, Texas (the “Sub-Courthouse”); and

**WHEREAS**, Burleson is conducting a general election on the May 4, 2024, general election date; and

**WHEREAS**, Burleson desires to utilize a designated space in the Sub-Courthouse to hold the election; and

**WHEREAS**, County desires to lease Room 212, a designated space in the Sub-Courthouse, to Burleson for the purpose of conducting Burleson’s general election on the May 4, 2024, general election date; and

**WHEREAS**, Burleson desires rent Room 212 from the County for the purpose of conducting its general election on the May 4, 2024, general election date; and

**WHEREAS**, the governing bodies of Burleson and County have duly authorized this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements included in this Agreement, the Parties agree as follows:

**I.     Purpose.**

The purpose of this Agreement is to outline Burleson’s use of Room 212 in the Sub-Courthouse under a lease with the County for the purpose of conducting Burleson’s general election on the May 4, 2024, general election date.



## **II. Term of Agreement.**

- A. Term. The term of this Agreement shall be from April 19, 2024, and shall terminate on June 17, 2024, unless sooner terminated according to the terms of this Agreement.
- B. Early Termination. If Burleson's general election on the May 4, 2024, general election date does not include a run-off, this Agreement shall terminate on May 6, 2024.

## **III. Rent.**

Rent for the Term shall be \$10.00. Burleson agrees to pay County rent by the beginning of the Term. The rent shall not be reduced or prorated in the event the Agreement is terminated early.

## **IV. Use.**

- A. Election. Burleson shall use Room 212 to conduct election activities, including using Room 212 as a public polling place for early voting and election day voting in Burleson's general election on the May 4, 2024, general election date. Generally, the hours of operation for the election shall be as follows:

### Early Voting:

Friday, April 19 (1 p.m. – 5 p.m.) (Setup)  
Monday-Friday, April 22-26 (7:30 a.m. – 5:15 p.m.)  
Saturday, April 27, (8:30 a.m. – 3:15 p.m.)  
Monday-Tuesday, April 29-30 (7:30 a.m.-5:15 p.m.)  
Friday, May 3 (1 p.m. – 5 p.m.);

### Election Day:

Saturday, May 4 (6 a.m. – 10 p.m.).

### Possible Run-off - Early Voting:

Friday, May 31 (1 p.m.-5 p.m.) (Setup)  
June 3 to June 11 (7:30am-5:15pm)

### Election Day:

Saturday, June 15 (6 a.m. – 10 p.m.)

- B. Generally. Burleson will not construct any permanent improvements in Room 212.
- C. Janitorial. Burleson will maintain Room 212 in a clean condition throughout the Term of this Agreement. If the County incurs additional janitorial costs because of Burleson's use of Room 212, Burleson agrees to reimburse the County for reasonable costs.
- D. Specific Requirements. The Parties agree to work together in good faith to ensure that Room 212 has table chairs necessary to conduct its election activities, that Burleson has use of a designated area in the parking lot of the Sub-Courthouse to ensure curbside voting, and that

Burleson may erect reasonable, standard signs in and around the Sub-Courthouse to provide directions to the polling place in Room 212 to the public.

- E. Security. Burleson will hire off-duty officers through the Johnson County Sheriff's Office or Johnson County Constable's Office (Precinct 2) to provide security for voting conducted outside of normal business hours.

V. **Insurance.**

Burleson and County are both governed by the Texas Tort Claims Act, which sets limits of liability for certain causes of action. Each Party to this Agreement warrants and represents that it is insured under a commercial insurance policy, risk pool, or is self-insured for all claims falling within the Texas Torts Claim Act. Either Party may request a certificate of insurance from the other Party, and the other Party agrees to provide the requesting Party a certificate of insurance within a reasonable time.

VI. **Liability.**

Burleson shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of County or its employees, agents, or officers in relation to this Agreement. County shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of Burleson or its employees, agents, or officers in relation to this Agreement. Burleson and County acknowledge that each entity is responsible for any claims or losses, including but not limited to those related to personal injury, death or property damage, caused by the acts or omissions of that entity, its employees, agents, or officers in the performance of services and activities under this Agreement.

VII. **Notice.**

Any notice given hereunder by either Party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

If to Burleson:

City of Burleson  
Attn: City Manager  
141 West Renfro  
Burleson, Texas 76028-4261

If to County:

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

**VIII. Miscellaneous.**

- A. Current Revenues.** Each Party shall make payments under this Agreement from current revenues available.
- B. Cooperation.** The Parties will reasonably cooperate with the other in furtherance of the objectives of this Agreement.
- C. Amendment.** This Agreement may be amended by the mutual written agreement of the Parties.
- D. 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.
- E. 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. Any action concerning this Agreement shall lie in Johnson County, Texas.
- F. Venue.** To the extent permitted by Texas law, the Parties agree that any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas.
- G. Entire Agreement.** This Agreement represents the entire agreement between 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.
- H. Interpretation.** In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either Party.
- I. Recitals.** The recitals to this Agreement are incorporated herein.
- J. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- K. No Assignment.** The Parties may not assign or transfer their rights under this Agreement.
- L. Compliance with Law.** Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

- M. No Waiver of Rights. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.
- N. Immunity. This Agreement is expressly made subject to each Party's governmental immunity under state and federal law. The Parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that a Party has by operation of law.
- O. No Third Party Beneficiaries. This Agreement is not intended to create and does not create any rights in or benefits to any third party.
- P. No Joint Enterprise. The relationship of the Parties under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party. The Parties expressly agree that each Party is an independent contractor, and that each Party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.
- Q. Force Majeure. In the event that the performance by Burleson or County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

**CITY OF BURLESON, TEXAS**

**JOHNSON COUNTY, TEXAS**

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

By: \_\_\_\_\_  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary, City of Burleson

\_\_\_\_\_  
County Clerk, Johnson County

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## City Council Regular Meeting

**DEPARTMENT:** Development Services

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

**MEETING:** April 1, 2024

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**SUBJECT:**

Consider approval of ordinance amending Burleson Code of Ordinances, Chapter 70, "Streets, Sidewalks, and Other Public Places". (First Reading)(*Staff contact: Tony D. McIlwain, AICP, CFM, Development Services Director*)

**SUMMARY:**

City staff provided the City Council a presentation of proposed changes to Chapter 70, based on recommendations from the Policy and Valuation Committee's review of the City's easement and right-of-way use agreement process. The Council directed staff to bring the proposed ordinance back for consideration with the following changes:

- \$525 initial fee, which is good for one year;
- Existing agreements are grandfathered, but subject to annual review; and
- No escrow of funds

Approval of existing Right-of-Way Agreements will be grouped and presented to Council as an informational, report item and then brought forward as an action item. Additionally, staff will move forward with providing the Old Town Design Standards Review Committee (OTDSRC) access to a consultant with architectural credentials.

**RECOMMENDATION:**

Staff recommends the City Council approve the ordinance following its second reading. The \$525 fee will be assessed upon Council's adoption of the City's new fee schedule.

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

11/20/23: The Council Policy and valuation Committee received a report regarding right-of-use agreements and provided staff direction for proposed changes.

1/24/24: The Council Policy and Valuation Committee received a 2<sup>nd</sup> report regarding right-of-use agreements and directed staff to solicit input from the OTDSRC.

2/14/24: The OTDSRC received a briefing on the proposed changes to the right-of-way use agreement process.

3/4/24: City Council received a presentation of the proposed ordinance and directed staff to bring the item back for consideration.

**REFERENCE:**

Insert CSO# if applicable

Insert resolution or ordinance change

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

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



## Ordinance amending to Chapter 70, “Streets, Sidewalks, and Other Public Places”

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City Council: April 1, 2024



# MEETING TOPICS

- ❖ At its March 4 regular meeting, the City Council received a presentation of the Policy and Valuation Committee's work efforts regarding amendments to Chapter 70, "Streets, Sidewalks, and Other Public Places" in an effort to revise the City's easement and right-of-way use agreement process.
- ❖ The Council Policy and Valuation Committee conducted two meetings and provided comments and recommendations on the following:
  - Revised review and approval process
  - Revised form agreement
  - Criteria for plan submittals
  - Future renewal process
  - Fees
  - Policy vs ordinance

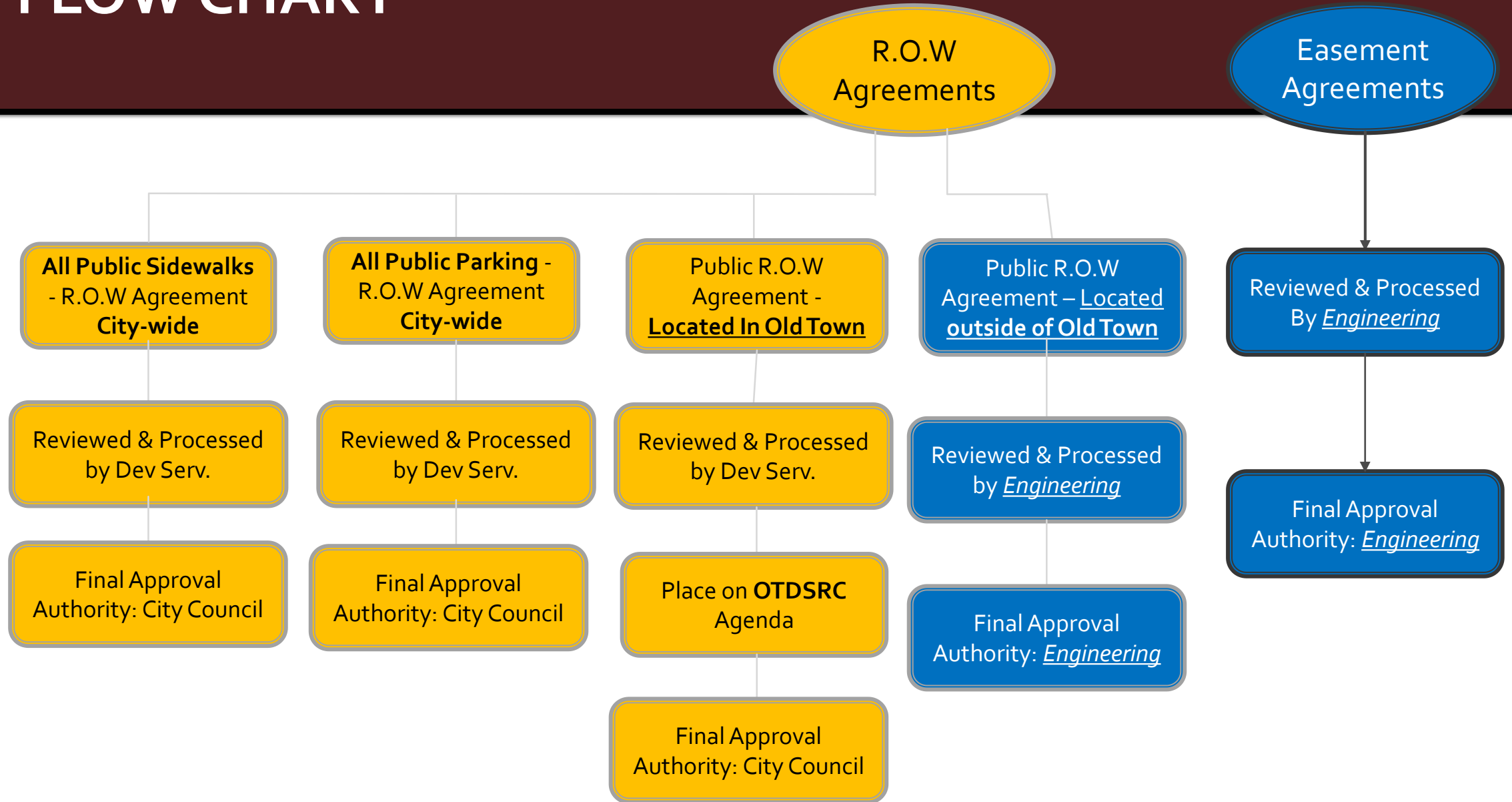
# REVISED REVIEW AND APPROVAL PROCESS

- ❖ The Council supported the Committee recommendations as detailed on the next few slides:
  - Public Works- Engineering will review and administratively approve easement use agreements (city-wide) and right-of-way use agreements that are located outside of Old Town.
  - All right-of-way use agreements located in Old Town will proceed to the Old Town Design Standards Review Committee for review and then to City Council for consideration. All public parking and public sidewalks use agreements will proceed directly to City Council for consideration.
  - Approved right-of-way use agreements will be filed with the City Secretary's office instead of the County Clerk.

# REVISED REVIEW AND APPROVAL PROCESS

- Prepare an ordinance to be codified in lieu of a policy.
- City Council to review and reconsider agreements annually.
  - Informational report agenda item (first appearance) and consent action agenda item for subsequent approval.
- Provide a new form agreement for right-of-way use requests requiring Council approval.
- Revise the application to reflect new workflow(s) and new \$525 fee.
- Staff has prepared a flow chart that illustrates the proposed, new process for easements and right-of-way use agreements.

# FLOW CHART



# REVISED APPLICATION

❖ Proposed application will include:

- Property owner authorization
- Adjacent property owner/tenant contact and comment information
- Applicable fee(s)
  - City Council recommended an initial, one year fee of \$525; this fee will be assessed following approval of the City's next fee schedule

# NEW FORM AGREEMENT PROVISIONS

- ❖ A requirement that the R-O-W permittee must be owner or lessee of property adjacent to R-O-W.
- ❖ A requirement that the permittee (i) will be responsible for the maintenance of the permitted area, (ii) allow all members of the public to use the permitted area, and (iii) will comply with all local, state, and federal laws.
- ❖ A provision stating that the agreement and use is revocable by the City for any reason and at any time.
- ❖ An indemnity provision for the benefit of the City.
- ❖ A requirement that the ROW permittee must maintain general liability insurance coverage during the term of the agreement.

# NEW FORM AGREEMENT PROVISIONS

- ❖ A requirement that the R-O-W permittee must maintain liquor liability insurance coverage during the term of the agreement, if alcohol is served by the permittee.
- ❖ A requirement stating that the R-O-W permittee shall remain current on all taxes (ad valorem, sales taxes, etc.) due to the City, subject to the permittee's appeal rights under law.
- ❖ Proposed improvements must comply with Americans with Disabilities Act (ADA).
- ❖ No storage of hazardous materials.
- ❖ A provision stipulating that the City or utility provider may remove the improvement/use at any time, without liability and at no cost.
- ❖ Council recommended no escrow of funds to cover the cost of the City or utility provider to remove the improvement/use from the R-O-W.

# CRITERIA FOR PLAN SUBMITTALS

- ❖ Staff is proposing the following plan submittal details:
  - Facility Details – provide a detail and/or cross-section of the private facilities to be placed in the R.O.W/easement. Vertical alignment of existing and proposed facilities must be shown.
  - Colored architectural or technical renderings that detail the proposed improvements, building materials specifications, height and coverage.
  - If applicable, standardized details for outdoor dining (e.g. colored renderings, number of tables, chairs, lighting, etc.)
  - If in Old Town, must adhere to the Old Town Design Standards



# Staff Recommendation

- ❖ Staff recommends the Council approve the ordinance amending Chapter 70, “Streets, Sidewalks and Other Public Places”, following its second reading.

## **ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING CHAPTER 70, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES," BY ADDING ARTICLE VI "USE OF STREETS AND SIDEWALKS" REQUIRING RIGHT-OF-WAY USE AGREEMENTS FOR PUBLIC AND PRIVATE AMENITIES IN MUNICIPAL STREETS, LIMITING WHO MAY APPLY TO USE MUNICIPAL STREETS FOR PUBLIC AND PRIVATE AMENITIES, REQUIRING SPECIFIC INFORMATION TO APPLY TO USE MUNICIPAL STREETS FOR PUBLIC AND PRIVATE AMENITIES, SETTING, REQUIRING SPECIFIC TERMS IN THE A RIGHT-OF-WAY USE AGREEMENT, REQUIRING A METHOD OF REVIEW OF AN APPLICATION, REQUIRING SPECIFIC FINDINGS TO GRANT A RIGHT-OF-WAY USE AGREEMENT TO USE MUNICIPAL STREETS FOR PUBLIC AND PRIVATE AMENITIES, EXCEPTING CITY USES OF MUNICIPAL STREETS FROM THE REQUIREMENTS OF THE ARTICLE; PROVIDING A CUMULATIVE CLAUSE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE INCORPORATION OF THE RECITALS; FINDING THAT THE MEETING AT WHICH IS THIS ORDINANCE IS APPROVED WAS OPEN TO THE PUBLIC AND PROPERLY NOTICED; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council finds the unregulated use of use of City streets, sidewalks, and other rights-of-way can be a detriment to the health, safety and general welfare of the City and its citizens, as such use is not permitted and inadequately planned, so that provisions are not made for adequate pedestrian protection, traffic control, access, and maintenance; and

**WHEREAS**, the City Council desires to allow for amenities for the convenience of the public in the use of municipal streets for pedestrian travel, including seating available for any member of the public to use; and

**WHEREAS**, the City Council desires to set forth a framework for processing requests to use the municipal streets, and generally prescribe the terms and conditions for the use of municipal streets or sidewalks for private purposes; and

**WHEREAS**, the City Council desires to add Article VI, "Use of Streets and Sidewalks," to Chapter 70, "Streets, Sidewalks, and Public Places," of the Code of Ordinances to regulate the use of streets, sidewalks, and other rights-of-way as provided herein; and

**WHEREAS**, the City Council further finds that the provisions set forth in this ordinance are for the benefit of the health, safety and general welfare of the City and its citizens; and

**WHEREAS**, the City Council finds that the provisions set forth in this ordinance are in the best interest of the citizens of the municipality, for a public purpose, for the good government, peace, and order of the municipality, and for the trade and commerce of the municipality.

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

## **SECTION 1 AMENDMENT**

That Chapter 70 of the Burleson Code of Ordinances is hereby amended by adding Article VI “Use of Streets and Sidewalks,” to read as follows:

### **“ARTICLE VI. USE OF STREETS AND SIDEWALKS**

#### **Sec. 70-190. - Definitions.**

When used in this article, the following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* means a person who has filed a formal written application with the City for the purpose of obtaining a Right-of-Way Use Agreement.

*City* means the City of Burleson, Texas.

*City Engineer* means the city engineer of the City.

*City Manager* means the city manager of the City.

*Director* means the director of the City’s Development Services department.

*Municipal Street* means the entire width of a way held by the City in fee or by easement or dedication for public use for vehicular travel, whether or not the street has a part open. The term does not include a designated state or federal highway or road or a designated county road.

*Old Town Development Standards Review Committee* means the committee created in Division 5 “Burleson Old Town Development Standards Review Committee” in Article IV of Appendix C of the City of Burleson Code of Ordinances.

*Old Town District* means the defined area set forth in Section 100 “OT, old town overlay district” of Appendix “B” of the City of Burleson Code of Ordinances and shown on the zoning district map for the City.

*Public Parking* means part of a Municipal Street that is not part of the Roadway or Sidewalk, and is improved, designed, or ordinarily used for or associated with the parking of vehicles. The term does not include any portion of a designated state or federal highway or road or a designated county road.

*Right-of-Way Use Agreement* means the agreement entered into by the City and Applicant for use of the Municipal Street in accordance with this article.

*Roadway* means the portion of a Municipal Street that is improved, designed, or ordinarily used for vehicular travel. The term does not include a curb, berm, or shoulder.

*Sidewalk* means the portion of a Municipal Street between the curb lines or lateral lines of a roadway and the adjacent property lines that is improved and designed for or is ordinarily used for pedestrian travel.

*Sidewalk Café* means an outdoor dining area that: (a) is associated with a property that includes a restaurant or a food sales use, (b) is located on a Sidewalk or Public Parking adjacent to and within the span of the façade of the property described in Subsection (a); and (c) contains seating, tables, chairs, planters, or other appurtenances.

#### **Sec. 70-191. – Right-of-Way Use Agreement Authorized.**

- (a) The City shall enter into Right-of-Way Use Agreements to use the Municipal Street for public or private amenities in accordance with this article.
- (b) The granting of the use of a Municipal Street pursuant to a Right-of-Way Use Agreement under this article is not a property right.
- (c) Nothing in this article shall be construed as giving an Applicant the right to receive a permit to use a Municipal Street, even if the Applicant meets all of the minimum requirements set forth herein. The City reserves the right to enter into any Right-of-Way Use Agreement for the benefit of its citizens pursuant to its absolute and uncontrolled discretion.

#### **Sec. 70-192. – Authorized Applicant.**

Only the owner or tenant of real property adjacent to where the proposed use is to occur may apply to enter into a Right-of-Way Use Agreement to use the Municipal Street for public or private amenities.

#### **Sec. 70-193. – Application.**

- (a) The application for a Right-of-Way Use Agreement shall include, at a minimum, the following:
- (1) The name, address, e-mail address and telephone number of the Applicant.
  - (2) If the Applicant is the fee title owner of the property adjacent to the Municipal Street, a copy of the deed or other document evidencing ownership.
  - (3) If the Applicant is not fee title owner of the property adjacent to the Municipal Street, a copy of the current written lease agreement with the fee title owner of the adjacent property.
  - (4) The type and purpose of the proposed use of the Municipal Street.
  - (5) A schematic design or site plan of the area to be used or, at the City Manager's or City Manager's designee's request, a certified design completed by an architect or engineer. The schematic design or site plan must show the facility details and/or cross section of the private facilities to be placed in the Municipal Street, and vertical alignment of existing, if any, and proposed facilities must be shown. At a minimum, such schematic design or site plan shall be colored architectural or technical renderings that detail any proposed improvements, building materials specifications, height, and coverage.
  - (6) The name, address, e-mail address of the adjacent business that would serve the proposed area, if different than the Applicant.
  - (7) If loudspeakers are to be used, the location and orientation of those speakers shall be shown on the site plan.
  - (8) Whether electrical, mechanical, or plumbing work will be conducted to prepare for the proposed use and, if so, evidence showing how it will be done in accordance with the City's adopted building codes.
  - (9) Any other information required by the Director.
  - (10) An application fee as established by separate ordinance.
- (b) The Applicant must file a written application on a form approved by the Director.

**Sec. 70-194. – Right-of-Way Use Agreement Requirements and Restrictions on Uses of the Sidewalk or Public Parking.**

- (a) The terms and provisions of a Right-of-Way Use Agreement shall include, at a minimum, the following:
- (1) A provision that the Applicant will solely be responsible for the maintenance of the area of the Municipal Street covered by the agreement.
  - (2) A provision authorizing the City or a public utility to remove, without liability, the amenities allowed under the agreement if necessary to obtain access to a City or public utility facility or improvement.
  - (3) A provision that Applicant pay the cost to relocate a City or public utility facility or improvement in a Municipal Street in connection with the installation of amenities allowed under the agreement, if necessary.
  - (4) A provision that the Applicant will comply with all local, state, and federal laws, including the Americans with Disabilities Act.
  - (5) A provision that the agreement is revocable by the City at any time for any reason.

- (6) A provision that the Applicant will defend, indemnify, and hold the City harmless against all damages, costs, and expenses resulting from any activity carried out under the terms of the agreement.
  - (7) A provision that the Applicant will provide the City with a cash or surety bond sufficient to cover the cost to the City or public utility to remove the amenities allowed under the agreement, if necessary.
  - (8) A provision that the Applicant must maintain general liability insurance coverage in the amount established by the City Manager to protect the City's interest continuously during the term of the Agreement.
  - (9) If applicable, a provision that the Applicant must maintain liquor liability insurance coverage in the amount established by the City Manager to protect the City's interest continuously during the term of the Agreement.
  - (10) A provision that the Applicant must obtain insurance or bonds through carriers that are authorized to do business in the State of Texas.
  - (11) If the use under the agreement is for a Sidewalk Café, a provision that the Sidewalk Café will be open to any member of the public to use.
  - (12) A provision that the Applicant shall remain current on all taxes due to the City, subject to the Applicant's appeal rights under law.
  - (13) A provision that the Applicant shall not bring, store, or keep hazardous materials to the area of the Municipal Street covered by the agreement.
  - (14) A provision prohibiting the assignment of the agreement.
- (b) No Right-of-Way Use Agreement shall allow for use of the Sidewalk that reduces the unobstructed use of the Sidewalk for pedestrians to less than six feet.
- (1) Overhangs above the Sidewalk may be allowed so long as the overhang is of a sufficient height as to not interfere with the pedestrian use of the Sidewalk.
- (c) No Right-of-Way Use Agreement shall allow for the use of the Roadway.

#### **Sec. 70-195. – Application Review.**

- (a) The Director or the Director's designee shall deliver copies of the application to the following for comment: (1) the City Engineer, (2) affected City departments, (3) affected utility franchise holders, and (4) property owners and tenants whose property or businesses are immediately adjacent to the proposed area. Comments for the various parties will be requested to be received within twenty calendar days of receipt.
- (b) Not later than the thirtieth calendar day after receipt of the application, the Director or the Director's designee will make a report based on the requirements of Chapter 316 of the Texas Transportation Code and the comments received by Subsection (a)(1) above.

- (c) The Director or the Director's designee shall deliver his report to the parties specified in Section 70-196 below based on the location of the Municipal Street described in the application.

**Sec. 70-196. – Findings and Determination.**

- (a) The person or body charged with making the requisite findings and determination regarding an application and whether the City should enter into a Right-of-Way Use Agreement depends on the location of the Municipal Street described in the application.
  - (1) *Municipal Streets in Old Town.* Applications for a Right-of-Way Use Agreement for a Municipal Street located in the Old Town District shall be considered by the City Council at a duly called meeting after receiving comments from the Old Town Development Standards Review Committee.
  - (2) *Sidewalks and Public Parking Outside of Old Town.* Applications for a Right-of-Way Use Agreement for the Sidewalk or Public Portion of the Municipal Street located outside of the Old Town District shall be considered by the City Council at a duly called meeting.
  - (3) *Portions of Municipal Streets Other than Sidewalks and Public Parking Outside of Old Town.* Applications for a Right-of-Way Use Agreement for portions of Municipal Streets other than Sidewalks and Public Parking outside of the Old Town District shall be considered by the City Manager or the City Manager's designee.
- (b) *Review by the Old Town Development Standards Review Committee.* The committee shall meet and conduct business under the same requirements as set forth in Section 4-95 of Appendix C of the City's Code of Ordinances. In addition to its other duties and functions set forth in the City's Code of Ordinances, the committee is hereby charged with the duty and invested with the authority to:
  - (1) Review and comment on all proposed applications for a Right-of-Way Use Agreement for a Municipal Street located in the Old Town District. Specifically, on the compatibility of the proposed amenity's or use's design with the Burleson Old Town Design Standards as codified in Article IV (Old Town Design Standards), Appendix C (Urban Design Standards) of the City of Burleson Code of Ordinances.
  - (2) At its discretion, recommend modifications to the proposed design or use set forth in the application.
  - (3) Forward all comments on an application to the City Council.

Comments and recommendations of the committee do not constitute approval by any authority and do not constitute permission to enter into a Right-of-Way Use Agreement.

- (c) *City Council Consideration of Applications Concerning Municipal Streets in Old Town.* After receiving and reviewing the comments received from the Director and the Old Town Development Standards Review Committee, the City Council shall review the application and the City may enter into a Right-of-Way Use Agreement with the Applicant concerning a Municipal Street in the Old Town District only if the City Council finds:

- (1) The proposed amenity or use is not located on, extend onto, or intrude on a portion of the Roadway or a Sidewalk necessary for pedestrian use;
- (2) The proposed amenity or use does not create a hazardous condition or obstruction of vehicular or pedestrian traffic on a Municipal Street;
- (3) The proposed amenity or use is planned to minimize potential harm or injury to the public or interference to public use of a Municipal Street;
- (4) The proposed amenity or use does not interfere with the public use of the street or Sidewalk; and
- (5) The proposed amenity or use does not create a dangerous condition on the street or Sidewalk.

(d) *City Council Consideration of Applications Concerning Sidewalks and Public Parking Outside of Old Town.* After receiving and reviewing the comments received from the Director, the City Council shall review the application and the City may enter into a Right-of-Way Use Agreement with the Applicant concerning Sidewalks and Public Parking outside of the Old Town District only if the City Council finds:

- (1) The proposed amenity or use is not located on, extend onto, or intrude on a portion of the Roadway or a Sidewalk necessary for pedestrian use;
- (2) The proposed amenity or use does not create a hazardous condition or obstruction of vehicular or pedestrian traffic on a Municipal Street;
- (3) The proposed amenity or use is planned to minimize potential harm or injury to the public or interference to public use of a Municipal Street;
- (4) The proposed amenity or use does not interfere with the public use of the street or Sidewalk; and
- (5) The proposed amenity or use does not create a dangerous condition on the street or Sidewalk.

(e) *City Manager Consideration of Applications Concerning Portions of Municipal Streets Other than Sidewalks and Public Parking Outside of Old Town.* After receiving and reviewing the comments received from the Director, the City Manager or designee shall review the application and the City may enter into a Right-of-Way Use Agreement with the Applicant concerning portions of Municipal Streets other than Sidewalks and Public Parking outside of the Old Town District only if the City Manager or City Manager's designee finds:

- (1) The proposed amenity or use is not located on, extend onto, or intrude on a portion of the Roadway or a Sidewalk necessary for pedestrian use;
- (2) The proposed amenity or use does not create a hazardous condition or obstruction of vehicular or pedestrian traffic on a Municipal Street;
- (3) The proposed amenity or use is planned to minimize potential harm or injury to the public or interference to public use of a Municipal Street;
- (4) The proposed amenity or use does not interfere with the public use of the street or Sidewalk; and
- (5) The proposed amenity or use does not create a dangerous condition on the street or Sidewalk.



- (f) *Execution of the Right-of-Way Use Agreement.* If a Right-of-Way Use Agreement is approved in accordance with Subsections (c), (d), and (e) above, the City Manager may execute the Right-of-Way Use Agreement on behalf of the City; however, the City Manager shall not execute the agreement until the Applicant has executed the agreement and provided proof of insurance as required by the agreement.

**Sec. 70-197. – Exception for City Uses.**

This article does not apply to the City’s use of a public street or real property held by the City.

**Sec. 70-198. – Agreement Required.**

- (a) A person may not keep a public or private amenity in a Municipal Street without a Right-of-Way Use Agreement.
- (b) A person may not operate a Sidewalk Café in a Municipal Street without a Right-of-Way Use Agreement.
- (c) A right-of-way use agreement in writing entered into by the City prior to April 1, 2024, shall be considered a Right-of-Way Use Agreement for purposes of this section.”

**SECTION 2.  
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Burleson, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

**SECTION 3.  
SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 4.  
RECITALS INCORPORATED**

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

**SECTION 5.  
OPEN MEETING**

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

**SECTION 6.  
EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

AND IT IS SO ORDAINED.

**PASSED AND APPROVED** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**First Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

## INSTRUCTIONS FOR COMPLETING EASEMENT & RIGHT-OF-WAY USE AGREEMENT

The forms shall be signed (in black ink only) by a legal partner, corporate officer, or individual owner(s) of the land. An authorized agent of the landowner must submit a Power of Attorney.

APPLICATION: The application shall be completely filled out, signed and notarized.

☐ Please Check this box if agreement will be for Public Parking, Public Sidewalks or Located in Old Town.

EASEMENT AND RIGHT-OF-WAY USE AGREEMENT: The Agreement shall be completed, signed and notarized. All signatures and notary acknowledgments must be originals, no copies. In the second blank of the first paragraph, please describe specifically the intended use of the easement or right-of-way.

EXHIBIT NO. 1: Provide a general vicinity map indicating the project location. The map should be of small enough scale to include at least one (1) major intersection in the City of Burleson. The map may be hand drawn, aerial, from GIS or from an internet mapping program such as yahoo maps.

EXHIBIT NO. 2: Provide an accurate, to scale drawing of the proposed area of usage of the easement/right-of-way, including all dimensions as required to accurately stake the area in the field. If needed to accurately describe the area, include metes and bounds. Please limit the requested area of usage to the minimum required to accommodate your needs. Additional pages may be attached, but all drawings must be no larger than 11" x 17". Reducing large plans or plats to use as the base drawing is acceptable, providing the final document is legible to City staff. Include all existing easements, overhead or underground utilities, drainage facilities or other improvements within 50' of the proposed area of usage and show the location of the proposed improvements.

EXHIBIT NO. 3: Provide a detail and/or cross-section of the private facilities to be placed in the right-of-way/easement. Vertical alignment of existing and proposed facilities must be shown. Information on existing public water, sewer and drainage facilities can be obtained from Engineering Services. Colored architectural or technical renderings that detail the proposed improvements, building materials specifications, height and coverage. If applicable, standardized details for outdoor dining (e.g. colored renderings, number of tables, chairs, lighting, etc.). If in Old Town, must adhere to the Old Town Design Standards.

EXHIBIT NO. 4: Signatures are required from Burleson staff and each franchise utility, regardless of whether or not they have utility equipment in the easement. Each utility can sign on a separate sheet. **The City will obtain these signatures.** Applicant need only complete the top portion of the page.

- 
- NOTES:
1. Contact the Development Engineering Division at 817-426-9611 to discuss any questions regarding the right-of-way/easement agreement application.
  2. Please provide the complete application with the \$525 review fee and allow approximately 3 to 4 weeks for city staff review of the agreement and collection of all franchise utility signatures.
  3. Once complete, staff will compose the document and it will be filed with the City Secretary.

## APPLICATION

DATE:\_\_\_\_\_

Application for the Use of a Portion of the City of Burleson Public Right-of-Way/Easement  
within\_\_\_\_\_Addition to the City of Burleson, Texas.  
Street Address:\_\_\_\_\_.

The undersigned hereby makes application for the joint use of that portion of the public utility easement/ drainage easement/ right-of-way situated in the above named addition, and particularly described in Exhibit No. 2 of the attached agreement. In support of this application, the undersigned represent and warrant the following:

1. The undersigned will hold the City of Burleson harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of my use of the easement/right-of-way.
2. The proposed joint use of the easement/right-of-way is as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Said public utility easement/drainage easement/right-of-way has been and is being used as follows (explain existing use of easement):  
\_\_\_\_\_

I respectfully request your favorable consideration of this application for joint use of the easement/right-of-way described and will authorize the execution of the attached agreement.

Printed Name:\_\_\_\_\_Phone No.: \_\_\_\_\_

Mailing Address:\_\_\_\_\_ Email : \_\_\_\_\_  
\_\_\_\_\_

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

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## City Council Regular Meeting

**DEPARTMENT:** Public Works & Engineering  
**FROM:** Errick Thompson, P.E., CFM®, Director  
**MEETING:** April 1, 2024

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**SUBJECT:**

Consider approval of a contract with Terracon Consultants, Inc. for a City Facility Master Plan and Condition Assessment through TIPS Cooperative Purchasing Agreement # 210602 in the amount of \$247,604. (*Staff Contact: Errick Thompson, Director of Public Works & Engineering*)

**SUMMARY:**

The Currently, 27 City facilities comprising approximately 300,00sf make up the City's portfolio of buildings. Focus on longer-term facility planning has increased over the past several years as the city has experienced significant growth. Examples of recent planning initiatives include:

- 20-year staffing and space needs for the Burleson Police Department and Public Safety Communications (by BRW Architects, Matrix Consultants, and BSW Architects)
- 20-year Fire and Emergency Medical Staffing (by Fitch & Associates)
- Library Master Plan by 720 Design
- Parks and Recreation Master Plan Update (by Kimley-Horn)

City Council approved \$250,000 in the current operating budget to conduct an overall facility master plan and adopted the city's first Asset Management Policy earlier this month. This proposed contract supports the policy with respect to facilities.

Section 271 of the Local Government Code allows local governments to satisfy competitive bidding requirements for goods or services by participating in cooperative purchasing, such as using TIPS (The Interlocal Purchasing System). Cooperative purchasing allows for a streamlined procurement process, saves significant administrative time and cost, and provides competitive pricing. Burleson has used this method for a variety of purchases including, but not limited to concrete repair, asphalt, public safety radios and associated services, vehicles, and information technology equipment. Staff has worked with Terracon Consultants, Inc. to develop the project scope using the TIPS cooperative contract. The project anticipates a four-month schedule.

**RECOMMENDATION:**

Approve a contract with Terracon Consultants, Inc. for a City Facility Master Plan and Condition Assessment through TIPS Cooperative Purchasing Agreement # 210602 in the amount of \$247,604.

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

September 11, 2023 - City Council approved the FY2023-2024 annual operating budget including funding for this project.

March 18, 2024 – City Council adopted the Asset Management Policy.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

Budgeted: Y

Fund Name: General Fund

Full Account #s: 1013002 - 62010

Amount: \$247,604.00

Project No.: N/A

**STAFF CONTACT:**

Erick Thompson

Director

ethompson@burlesontx.com

817-426-9610

# City Facility Master Plan and Condition Assessment

# Agenda



- Background
- Study Overview
- Council Feedback & Discussion



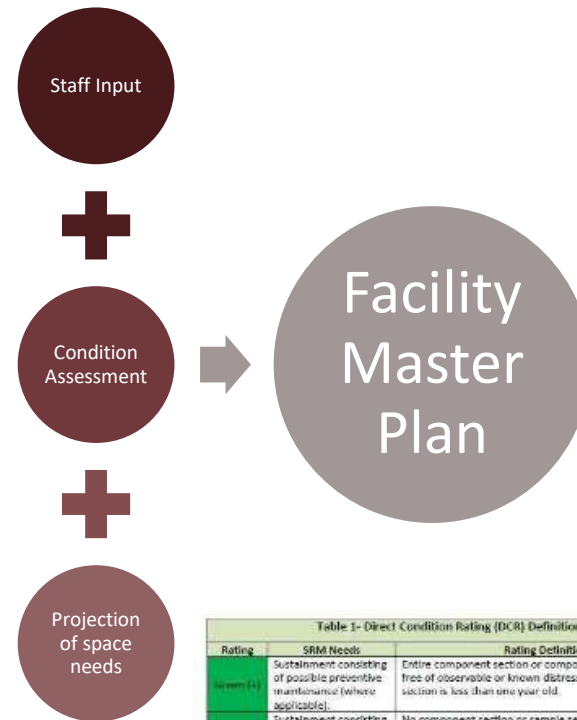
# Background



- Currently, 27 City facilities comprising approximately 300,00sf make up the City's portfolio of buildings
- Recently, there has been increased interest in and focus on longer-term facility needs to support the growing city – examples include:
  - 20-year staffing and space needs for the Burleson Police Department and Public Safety Communications (by BRW Architects, Matrix Consultants, and BSW Architects)
  - 20-year Fire and Emergency Medical Staffing (by Fitch & Associates)
  - Library Master Plan by 720 Design
  - Parks and Recreation Master Plan Update (by Kimley-Horn)
- City Council approved \$250,000 in the current operating budget to conduct an overall facility master plan and adopted the city's first Asset Management Policy that this plan will support

# Project Overview

- Condition assessment
  - field observations,
  - Inventory and assessment of building elements, sub- elements, and components
- Documentation of deficiencies
- Determination of remaining useful service life
- Calculation of estimated costs for short- and long-term repairs and replacements
- Compilation of this information into a multi-year Capital Improvement Plan

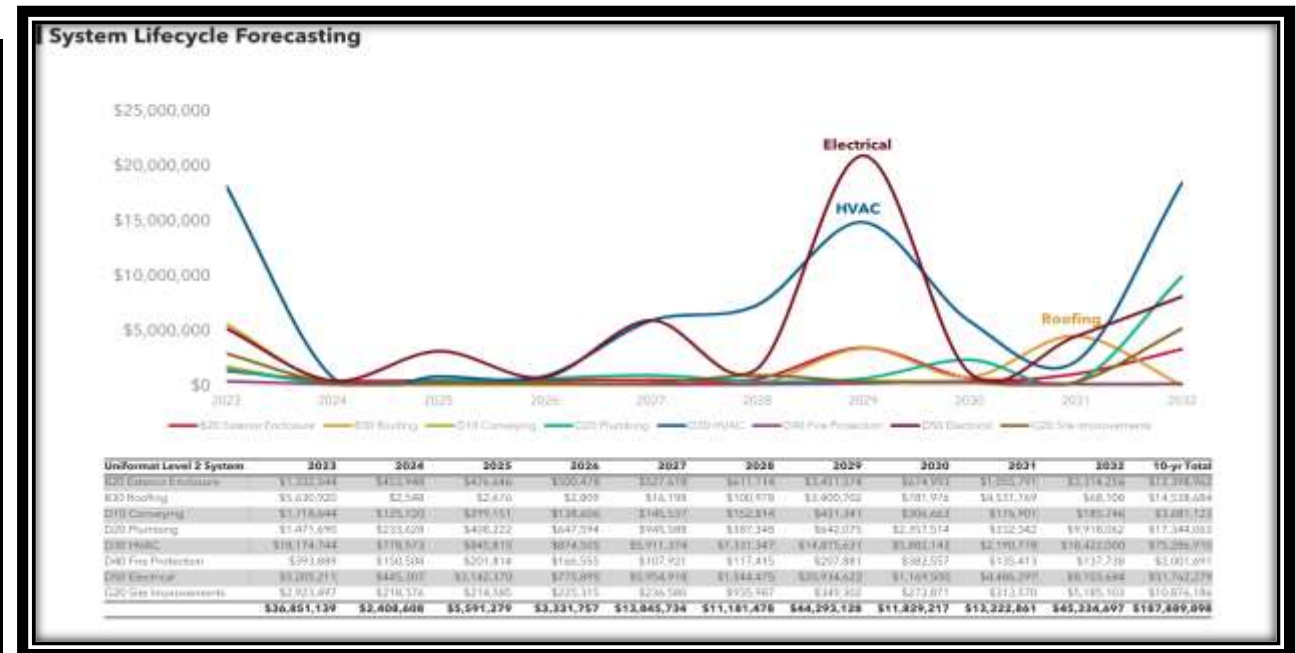
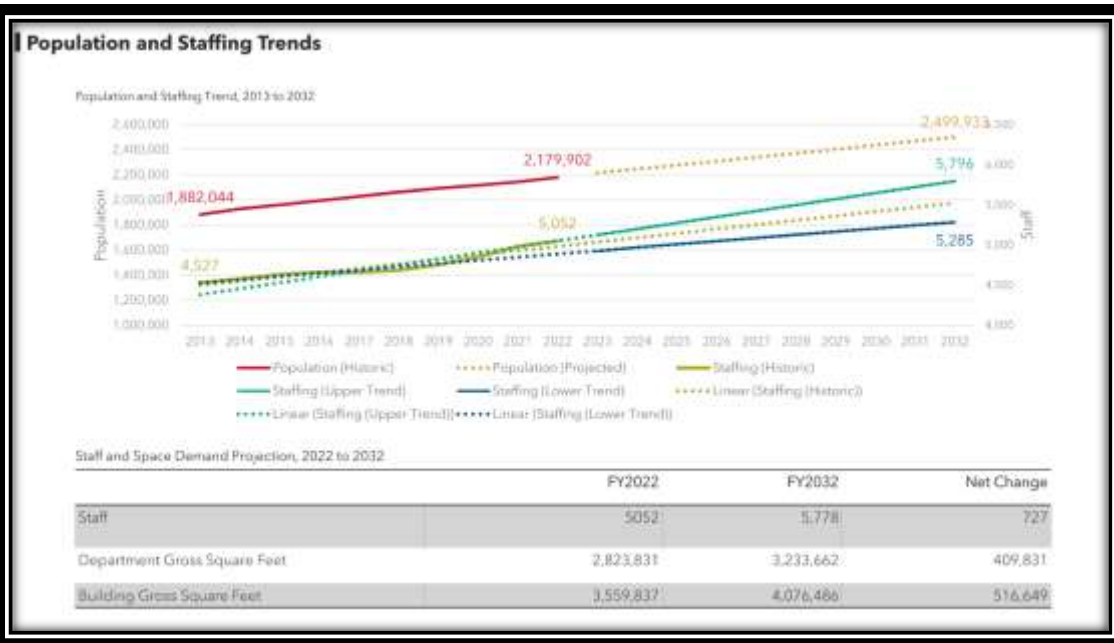


Rating	SMA Needs	Rating Definition
Green (+)	Sustainment consisting of possible preventive maintenance (where applicable).	Entire component section or component section sample is free of observable or known distresses. Component section is less than one year old.
Green	Sustainment consisting of possible preventive maintenance (where applicable) and minor repairs (corrective maintenance) to possibly few or some subcomponents.	No component section or sample serviceability or reliability reduction. Some, but not all, minor (non-critical) subcomponents may suffer from slight degradation or few major (critical) subcomponents may suffer from slight degradation. Component section greater than one year old.
Green (-)		Slight or no serviceability or reliability reduction overall to the component section or sample. Some, but not all, minor (non-critical) subcomponents may suffer from minor degradation or more than one major (critical) subcomponent may suffer from slight degradation.
Amber (+)	Sustainment or restoration to any of the following: Minor repairs to several subcomponents, significant repair, rehabilitation, or replacement of one or more subcomponents, but not enough to encompass the component-section as a whole, or combinations thereof.	Component-section or sample serviceability or reliability is degraded but adequate. A very few major (critical) subcomponents may suffer from moderate deterioration with perhaps a few minor (non-critical) subcomponents suffer from severe deterioration.
Amber		Component-section or sample serviceability or reliability is definitely impaired. Some but not a majority. Major (critical) subcomponents may suffer from moderate deterioration with perhaps many minor (non-critical) subcomponents suffering from severe deterioration.
Amber (-)		Component-section or sample has significant serviceability or reliability loss. Most subcomponents may suffer from moderate degradation or a few major (critical) subcomponents may suffer from severe degradation.
Red (+)	Sustainment or restoration required consisting of major repair, rehabilitation, or replacement to the component-section as a whole.	Significant serviceability or reliability reduction in component-section or sample. A majority of subcomponents are severely degraded and others may have varying degrees of degradation.
Red		Severe serviceability or reliability reduction to the component-section or sample such that it is barely able to perform. Most subcomponents are severely degraded.
Red (-)		Overall component-section degradation is total. Few, if any subcomponents salvageable. Complete loss of component-section or sample serviceability.



# Project Overview

- Collect data (staffing levels, site/ floor plans, projects, and other planning work)
- Tour facilities with staff to document existing conditions regarding space utilization and function
- Consult with users for input regarding facility needs related to space and function
- Establish design vision and performance criteria



# Project Procurement

- Section 271 of the Local Government Code allows local governments to satisfy competitive bidding requirements for goods or services by participating in cooperative purchasing, such as using TIPS (The Interlocal Purchasing System)
- Cooperative purchasing allows for a streamlined procurement process, saves significant administrative time and cost, and provides competitive pricing
- Burleson has used this method for a variety of purchases including, but not limited to concrete repair, asphalt, public safety radios and associated services, vehicles, and information technology equipment
- Staff has worked with Terracon Consultants, Inc. to develop the project scope using the TIPS cooperative contract

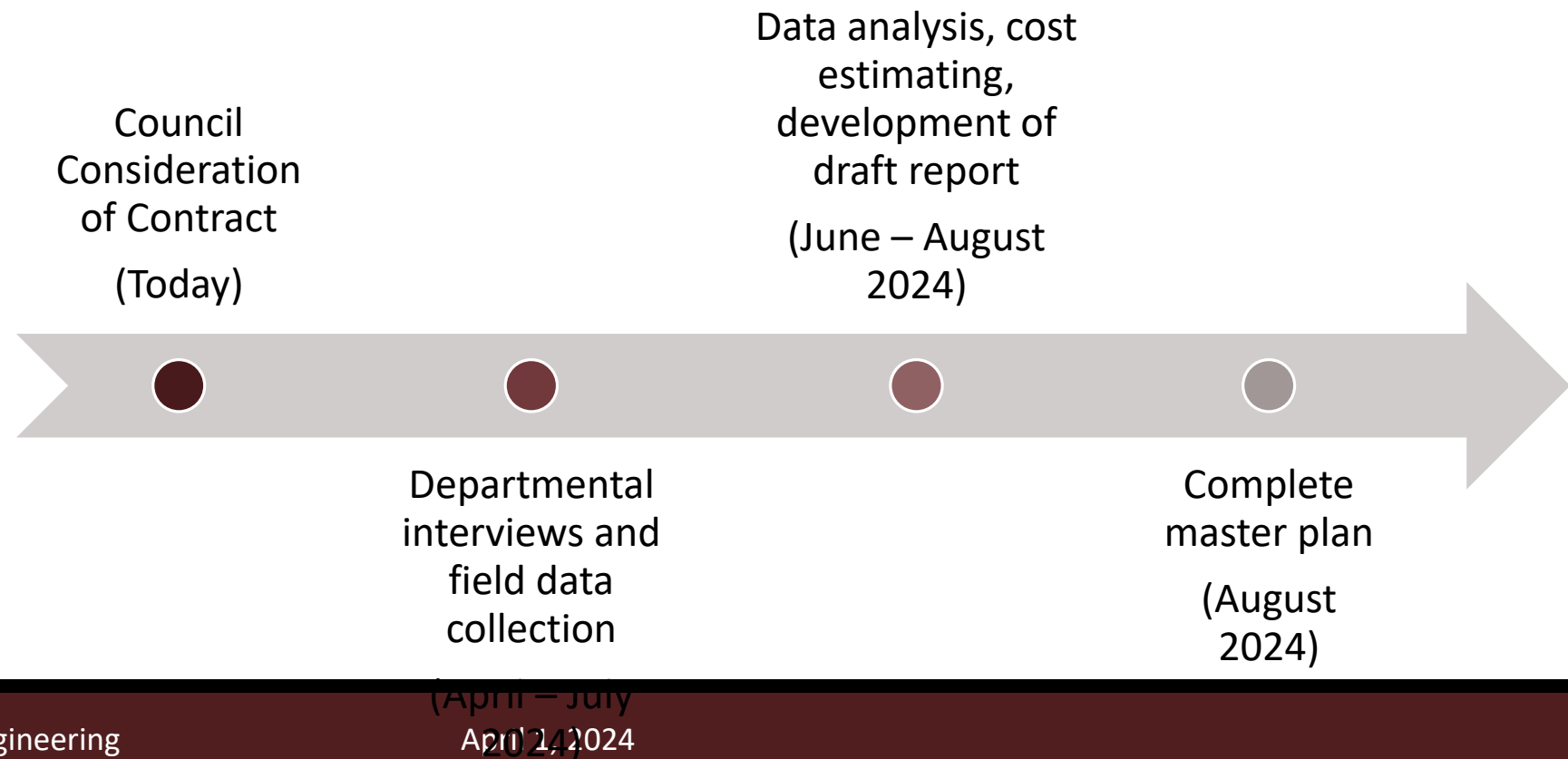


**Terracon and their partner, Parkhill, have extensive facility condition assessment and master planning experience and have completed similar projects together in the Burleson area. The negotiated scope and fee for the Burleson project, including TIPS contract discounts, totals \$247,604 and is within the established budget for this initiative. The project schedule is approximately four months in duration.**

# Action Requested and Next Steps

Staff recommends approval of a contract with Terracon Consultants, Inc. through TIPS Contract #210602 in the amount of \$247,604

**This plan will forecast long term square footage needs and desired functional adjacencies**



# Questions / Discussion

Errick Thompson  
Director of Public Works & Engineering  
ethompson@burlesontx.com  
817-426-9610



## COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between Terracon Consultants, Inc. ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the The Interlocal Purchasing System (TIPS) Cooperative Purchasing ("Cooperative Entity") and Vendor, Contract No. 210602, as amended, (the "Agreement") with an expiration date of 08/31/26.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The attached Vendor Quote/Purchase Order, if applicable;
- iii. The Standard Addendum for Contracts with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase Facility Condition Assessment and Planning Services pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

**Purchase Price** - Payments under this Customer Agreement shall not exceed \$247,604.00 ("**Purchase Price**").

**Term** - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

☒ **Single Purchase Contract** -The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.



☐ **Supply / As Needed Contract**- The Term shall be effective as of October 1<sup>st</sup> and shall expire on September 30<sup>th</sup> at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Multi-Year Contract**-The Term shall be for one (1) year(s) expiring on \_\_\_\_\_. This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ **Standard Addendum for Contracts with the City of Burleson, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BURLESON

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

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

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

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

VENDOR:

By: DRB

Name: Douglas R. Baum

Title: National Director

Date: 03/20/2024



March 20, 2024

City of Burleson TX  
141 West Renfro Street  
Burleson, Texas

Attention: Mr. Errick Thompson, PE, CFM  
Director  
Public Works & Engineering  
E: [ethompson@burlesontx.com](mailto:ethompson@burlesontx.com)  
D: 817.426.9610

**RE: Proposal for Facilities Master Planning and Facility Condition Assessment**  
City of Burleson, TX  
Terracon Proposal No. PFA246022 Rev 2

Dear Mr. Thompson:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal for providing professional services to meet the City of Burleson's ("City") requirements for Facilities Master Planning (FMP) and Facility Condition Assessment (FCA) Services.

Terracon Consultants, Inc. (Terracon) provides professional consulting services through our nationwide network of offices from four disciplines that include: Environmental, Facilities, Geotechnical and Materials. For more detailed information on all of Terracon's services please visit our website at <http://www.terracon.com>. Work to conduct an FCA is provided by staff from our Facilities division. Terracon has a 100% commitment to the safety of its employees and professional relations. As such, Terracon will conduct our services in accordance with our incident and injury free® (IIF®) culture.

## 1 Project Background

We understand that you would like Terracon to conduct a Facilities Master Planning (FMP) and Facility Condition Assessment (FCA) of the subject facilities that is to include field observations, and the documentation of inventory, Capital Projects, and Work Item deficiency records. The FMP services of the subject facilities include an evaluation of the needs, space requirements and potential costs for recommended capital improvements over a 10-year planning timeframe. These FMP services will be subcontracted to and performed by Parkhill.

The facilities that are the subject of this proposal include 25 buildings located on 14 sites. Facility gross building areas range from approximately 400 to 66,245 square feet and having combined total of approximately 295,251 square feet. The list of facilities is shown in **Appendix A - Facilities List** and based on information provided to us on March 1, 2024.

## 2 Compensation

The table below presents our proposed fee for the services described in the attached Scope of Work as offered in this proposal.

TASK	Fee	Authorized*
<b>Facility Condition Assessment (FCA)</b> <ul style="list-style-type: none"> <li>25 facilities at 14 sites</li> <li>Approximately 296,000 square feet.</li> <li>Includes asset tagging.</li> <li>See <b>Appendix B</b> for Scope Details</li> </ul>	\$99,866	Included
<b>Facilities Master Planning (FMP)</b> <ul style="list-style-type: none"> <li>See <b>Appendix C</b> for Scope Details</li> </ul>	\$166,750	Included
<b>TIPS Discount (10%)</b>	-\$26,662	Included
<b>Base Project Total:</b>	<b>\$239,954</b>	
<b>Additional Services</b>	<b>Fee</b>	<b>Please Check*</b>
First Year subscription to use Paragon software	\$6,500	<input type="checkbox"/> Yes <input type="checkbox"/> No
TIPS Discount (10%)	-\$650	
Start-up Paragon software training for City staff	\$2,000	<input type="checkbox"/> Yes <input type="checkbox"/> No
TIPS Discount (10%)	-\$200	
<b>Additional Services - Subtotal</b>	<b>\$7,650</b>	<b>\$ _____</b>
<b>Base Project Total with Additional Services Options:</b>	<b>\$247,604</b>	<b>\$ _____</b>

\*Check the "Yes" box provided to authorize Additional Services. Please insert the total Authorized Amount in the space provided. Note that all additional proposed fees are based on acceptance of the Base fee. If neither box is checked, Terracon assumes the service is not authorized.

Any additional services requested beyond the Scope of Work will be negotiated between us. Our fee includes costs for labor, materials, travel expenses, and direct project related expenses. Our proposal is valid for a period of 90 days.

If during the on-site work, we determine that the actual square footage of the buildings included in the scope of work differs by more than 10% of the gross square footage we used in our fee estimate, we reserve the right to request a fee adjustment based on a written Change Order.

## **2.1 Transfer of Software Subscription for Client Use**

Our proposal includes the use of Paragon, a capital asset management software system that we use on a regular basis when conducting FCAs. We will use this software to record the data we collect during the project, as well as the analyses we run to prepare your multi-year capital plan.

Our proposal includes an option for transfer of the subscription to the software to the City of Burleson for its internal use. The software can be accessed by as many of your staff as you desire. The subscription may be renewed each year in the future on the anniversary of the FCA contract date.

## **2.2 Startup Software Training**

Our proposal includes an option for start-up training for your staff on the use of the Paragon software. Training will be provided via on-line meetings and software demonstrations using the data collected and analyzed during the FCA.

When provided remotely, training is typically divided into multiple one to two-hour meetings over the course of multiple days that support our Client's work schedules.

For this engagement, we have included 6 hours of online training over the Internet for as many City staff that wish to attend. When provided remotely, training is typically divided into three, two-hour sessions over the course of multiple days that mutually support both Terracon's and the City's schedules.

## **2.3 Annual Software Subscription Renewal**

As an option, the City may elect to extend its subscription to use Paragon for an additional year from the date of the Contract for additional fees. Assuming no additional building square footage is added above the current subscription limitation of 300,000 square feet, the fee for the

subscription renewal in Year 2 would be \$2,300.

### 3 Authorization

Our work will be performed in accordance with the Terms and Conditions of a Cooperative Purchase Customer Agreement (CPCA) between the City of Burleson TX and Terracon Consultants Inc., the terms of which will control in the event of any conflict with this proposal. To authorize us to proceed, contingent upon receipt of an authorized CPCA and in accordance with The Interlocal Purchasing System (TIPS) requirements, please email both a Purchase Order (PO) and this proposal, both referencing the TIPS Contract Number (210602), to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

#### 3.1 Invoicing Schedule

We will invoice monthly for our labor effort and expenses incurred in the prior month, determined as the percentage of work complete for each task included in our fee.

### 4 Closing

Terracon excels in providing cost-effective and innovative solutions to our FCA services line, from the most complex and challenging projects to the most basic. We pride ourselves in exceeding our clients' expectations through active partnering and collaboration to achieve desired goals. We appreciate the opportunity to respond to this solicitation and look forward to your positive review of our submittal. Should you have any questions, please feel free to contact us.

Sincerely,

**Terracon Consultants, Inc.**



William J. Faesenmeier  
Senior Facilities Consultant  
[William.faesenmeier@terracon.com](mailto:William.faesenmeier@terracon.com)



Douglas R. Baum  
National Director of Facility Assessment Services  
[Doug.baum@terracon.com](mailto:Doug.baum@terracon.com)

Attachments: Appendix A - Facilities List  
Appendix B - FCA Scope of Work  
Appendix C - Master Planning Scope of Work  
Appendix D - Cooperative Purchase Customer Agreement

APPENDIX A - FACILITIES LIST  
City of Burleson

#	Facility	Address	Sq Ft
1	Fire Station 3	245 LAKEWOOD DR	9,800
2	BRiCk	550 NW SUMMERCREST BLVD	66,245
3	City Hall	141 W RENFRO ST	22,016
4	Fire Station 1	828 SW ALSBURY BLVD	22,806
5	Fire Station 16	250 E HIDDEN CREEK PKWY	13,917
6	Fire Station 2	620 MEMORIAL PLAZA	4,784
7	Hidden Creek Golf - Cart Barn	700 S BURLESON BLVD	5,244
8	Hidden Creek Golf - Club House	700 S BURLESON BLVD	2,500
9	Hidden Creek Golf - Maint Barn	700 S BURLESON BLVD	4,644
10	Hidden Creek Golf - Restroom	700 S BURLESON BLVD	1,050
11	Library	248 SW JOHNSON AVE	18,168
12	Municipal Court	1131 SW WILSHIRE BLVD	7,620
13	Police Headquarters	1161 SW WILSHIRE BLVD	21,945
14	Senior Center	216 SW JOHNSON AVE	16,312
15	Service Center - Admin Bldg	725 SE JOHN JONES	6,500
16	Service Center - Staging	725 SE JOHN JONES	10,500
17	Animal Shelter	725 SE JOHN JONES	6,500
18	Equipment Repair Shop	725 SE JOHN JONES	10,000
19	Warehouse / Storage	725 SE JOHN JONES	11,000
20	Vehicle Wash Bays	725 SE JOHN JONES	5,500
21	Police Storage	725 SE JOHN JONES	2,400
22	Parks Annex Building	725 SE JOHN JONES	12,000
23	Fuel Island	725 SE JOHN JONES	1,400
24	Animal Shelter - Out Bldg	725 SE JOHN JONES	400
25	City of Burleson Annex	135 W ELLISON	12,000
			<b>295,251</b>

## **Appendix B - Scope of Work**

### Facility Condition Assessment **City of Burleson**

This document describes our approach, methodology and Scope of Work to conduct a Facility Condition Assessment (FCA) of facility assets owned and managed by the City of Burleson TX ("Client"). It describes the tasks we plan to perform and the resulting deliverables from our work.

## **1 FCA Approach and Methodology**

Terracon will furnish the personnel, services, equipment, supplies, materials, and other necessary resources to conduct a Facilities Condition Assessment (FCA) of Client-owned and managed facilities. The FCA is primarily focused on the inventory and assessment of building elements, sub-elements, and components. The FCA will be conducted based on visual, non-destructive inspection techniques, interviews of persons knowledgeable regarding the construction and maintenance history of the facilities, and review of existing building data and maintenance history.

We plan to use a software program called Paragon together with its field data collection application called Paragon Data Collector to store, analyze and report data collected as part of the FCA. This software will serve as the repository for data collected and generated by Terracon during the performance of the FCA.

### **1.1 Facilities Included in the Scope of Work**

The facilities that are the subject of this proposal include twenty-five (25) buildings located on fourteen (14) sites. Facility gross building areas range from 400 to 66,245 square feet and having combined total of approximately 295,251 square feet. The list of facilities is shown in **Appendix A - Facilities List** and based on information provided to us on March 1, 2024.

#### **1.1.1 Building Systems Included in the Scope of Work**

Based on our understanding of the Client requirements for the Scope of Work, we have listed the components and sub-components that we understand are to be included in the FCA. Should Client wish to change this list in any way, please contact us so we may alter this scope of work and re-submit our fee proposal.

The building components and subcomponents included in the scope of work are listed below. The inventory will be limited to components and sub-components that are visible to our assessors without destructive access, and only for elements marked with a check at Unifomat Level 3. Items not checked are specifically excluded from the scope.



Whenever feasible, we plan to describe facility and site inventory using classification records that group multiple components together as assemblies per various building types. We will quantify these assemblies based on overall square footage of the facility or site features, whichever applies.

### **Building Elements**

<b>A-Substructure - Level 1 (Major Group Element)</b>	
<b>A10-Foundations - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input checked="" type="checkbox"/> <b>A1010-Standard Foundations</b>	Includes: Foundation assemblies for crawl space and shallow foundations that include: (1) Wall and column foundations (2) Foundation walls up to level of top of slab on grade (3) Slab on grade (4) Footings and bases (5) Perimeter drainage and perimeter waterproofing. Excludes: Foundation excavation, backfill, and compaction; Anchor plates; and Dewatering.
<input checked="" type="checkbox"/> <b>A1020-Special Foundations</b>	Includes: Foundation assemblies for deep foundations that include: (1) Pilings (2) Caissons (3) Slab on grade (4) Raft foundations and/or (5) Grade beams. Excludes: Underpinning, Dewatering, and any other special foundation systems.
<input type="checkbox"/> <b>A1030-Slab on Grade</b>	Includes: Slab on grade thickened foundations that are not included in A1010 or A1020 above.
<b>A20-Basement Construction - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input type="checkbox"/> <b>A2010-Basement Excavation</b>	Includes (1) Additional excavation required for construction of basement, (2) Backfill and compaction, and (3) Excavation support system.
<input checked="" type="checkbox"/> <b>A2020-Basement Walls</b>	Includes (1) Basement wall construction, (2) Moisture protection, and (3) Basement wall construction below grade.

**A10 & A20 - Foundations and Basement Construction:** Inventoried as assemblies based on the general category of foundation. Includes assembly costs for footings, grade beams, foundation walls, waterproofing, reinforcing, basement floors and walls, etc. Foundation records are inventoried at Level 5 with separate codes for shallow foundations (slab-on-grade), basements, and deep foundations (with piles). Quantity is recorded as the square foot area of the selected foundation system.

<b>B-Shell - Level 1 (Major Group Element)</b>	
<b>B10-Superstructure - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input checked="" type="checkbox"/> <b>B1010-Floor Construction</b>	Raised floor construction assemblies that include: (1) Floor structural frame (2) Interior structural walls (3) Floor slabs and decks (4) Inclined and stepped floors (5) Expansion and contraction joints (6) Balcony construction (7) Suspended ramps (8) Exterior stairs and fire escapes (9) Exterior handrail and railing assemblies and (10) Other floor construction (such as catwalks, spaceframes, etc.).
<input checked="" type="checkbox"/> <b>B1020-Roof Construction</b>	Roof structural assemblies that include (1) Roof structural frame (2) Structural interior walls supporting roof (3) Roof decks, slabs, and sheathing, and (4) Canopies.
<b>B20-Exterior Enclosure - Level 2 (Group Element)</b>	
<input checked="" type="checkbox"/> <b>B2010-Exterior Walls</b>	Includes (1) Exterior wall construction assemblies with facing materials, exterior applied finishes, back-up construction, framing, sheathing, wallboard, parapets, insulation, and vapor retarders (2) Exterior load-bearing wall construction (3) Exterior louvers and screens (4) Exterior sun control devices (5) Balcony railings (6) Exterior soffits (7) Exterior trim, moldings, and columns, and (8) Exterior Window shutters.
<input checked="" type="checkbox"/> <b>B2020-Exterior Windows</b>	Includes (1) Windows (2) Storefronts, and (3) Curtain walls. Excludes: (4) Exterior painting of windows; and (5) Wall opening elements such as lintels, sills, flashings, etc.
<input checked="" type="checkbox"/> <b>B2030-Exterior Doors</b>	Includes (1) Personnel doors (2) Revolving doors (3) Overhead doors, and (4) Other doors (such as, hanger doors, blast-resistant doors, etc.).
<b>B30-Roofing - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input checked="" type="checkbox"/> <b>B3010-Roof Coverings</b>	Roofing assemblies for (1) Low slope and high slope roofing membranes, shingles, tiles, panels Includes and (9) Gutters and downspout. Excludes: Specific inventory records for roof system components that are included in the roof assembly pricing, such as (2) Traffic coatings (3) Waterproof membranes below paving (4) Expansion joints (5) Vapor retarders (6) Roof and deck insulation (7) Roof fill and (8) Flashings and trim.
<input checked="" type="checkbox"/> <b>B3020-Roof Openings</b>	Includes (1) Skylights (2) Area glazing (3) Roof hatches (4) Gravity roof ventilators and chimney caps, and (5) Smoke vents.

**B1010 - Floor Construction, Structural Frame:** Inventoried at Level 5 as a modeled assembly that includes various structural sub-components, such as columns, beams, joists, and trusses. Quantity is recorded as the square foot floor area in which the structure is observed.

**B1020 - Roof Construction, Structural Frame:** Inventoried at Level 5 as a modeled assembly that includes various structural sub-components, such as columns, beams, joists, and trusses. Quantity is recorded as the square foot of the roof area under which the structure is observed.

**B2020 - Exterior Windows:** Quantity documented as square foot area of glazed windows, by type, versus individual window counts.



**B2030 - Exterior Doors:** Inventory is per assembly that includes the door, frame, and standard hardware. Quantity documented as "each" for personnel man-doors, and "square foot" area of overhead, roll-up and sliding doors, versus individual door counts. Automatic openers, motor operators and exterior door panic hardware inventoried separately.

**B3010 - Roof Coverings:** Inventory is by roof assembly type by major material types. Replacement costs include flashing and expansion joint components typically installed with each roof covering system.

<b>C-Interiors - Level 1 (Major Group Element)</b>	
<b>C10-Interior Construction - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input checked="" type="checkbox"/> <b>C1010-Partitions</b>	Includes (1) Fixed partitions (2) Demountable partitions (3) Retractable and movable partitions (4) Operable partitions (5) Interior balustrades and screens, and (6) Interior windows and storefronts.
<input checked="" type="checkbox"/> <b>C1020-Interior Doors</b>	Includes (1) Standard swinging doors (2) Glazed doors (3) Sliding and folding doors (4) Fire doors, (5) Other doors, (8) Door opening elements, and (10) Hatches and access doors.  Excludes separate inventory records for Interior Door Components include in each door assembly, such as (6) Door frames (7) Door hardware, and (9) Door painting and staining.
<input checked="" type="checkbox"/> <b>C1030-Fittings</b>	Includes (4) Toilet and bath accessories, (6) Handrails and ornamental metals, and (7) Fabricated toilet partitions.  Excludes (1) Chalk and tack boards, (2) Identifying devices, (3) Lockers, (5) Storage shelving, (8) Fabricated compartments and cubicles, and (9) Closet specialties.
<b>C20-Stairs - Level 2 (Group Element)</b>	
<input checked="" type="checkbox"/> <b>C2010-Stair Construction</b>	Includes (1) Stair treads, risers, and landings; and (2) handrails and balustrades.
<input checked="" type="checkbox"/> <b>C2020-Stair Finishes</b>	Includes (1) Finishes to treads, risers, landings, and soffits; and (2) Finishes to handrails and balustrades.
<b>C30-Interior Finishes - Level 2 (Group Element)</b>	
<input checked="" type="checkbox"/> <b>C3010-Wall Finishes</b>	Includes (1) Concrete wall finishes (2) Wall plastering (3) Wallboard (4) Tile and terrazzo (5) Painting (6) Wall coverings (7) Acoustic wall treatments, and (8) Other coatings and finishings.
<input checked="" type="checkbox"/> <b>C3020-Floor Finishes</b>	Includes (1) Floor toppings and traffic membranes (2) Hardeners and sealers (3) Tile, terrazzo, wood, and resilient flooring (4) Carpeting (5) Masonry and stone flooring (6) Other flooring (for example, conductive, armored) (7) Painting and staining, and (8) Access pedestal flooring.
<input checked="" type="checkbox"/> <b>C3030-Ceiling Finishes</b>	Includes (1) Exposed concrete finishes (2) Plaster ceiling finishes (3) Wallboard ceiling finishes (4) Acoustic ceiling tiles and panels (5) Painting and staining (6) Metal strip ceilings (7) Other ceilings and (8) Ceiling systems.

**C1010 - Interior Partitions:** Inventory and replacement value based on quantity of the floor area that includes modeled quantities of various interior walls and finishes, based on the

general type of facility in which the partitions are constructed.

**C1020 - Interior Doors:** Inventory and replacement value based on each, square footage, or lineal footage of various types of interior door assemblies. Assemblies include door, frame, hardware, and finishes.

**C103001 - Toilet and Bath Accessories:** Inventory quantified by public restrooms based on number of toilet fixtures. Assemblies include toilet partitions, mirrors, towel bars, tub/shower enclosures, curtain rods, and other toilet room accessories.

**C103004 through C103009 - Cabinets, Countertops and Casework:** Typically inventoried by lineal feet based on material type and configuration.

**C2010 - Stairs:** Inventoried as assemblies that include framing, railings, and landings, quantified by "Riser" or "Square Feet" based on predominant material type.

**C3010 - Wall Finishes: Option A ☒** Inventoried as a combined quantity of wall finishes based on the facility area that includes modeled quantities of various interior wall finishes, based on the general type of facility in which the finishes are constructed.

**C3020 - Floor Finishes: Option A ☒** Inventoried as a combined quantity of floor finishes based on the facility area that includes modeled quantities of various interior floor finishes, based on the general type of facility in which the finishes are constructed.

**C3030 - Ceiling Finishes: Option A ☒** Inventoried as a combined quantity of ceiling finishes based on the facility area that includes modeled quantities of various interior ceiling finishes, based on the general type of facility in which the finishes are constructed.

**C3020 - Floor Finishes: Option B ☐** Inventoried as separate records for each different category of floor finish material observed and quantified based on the floor area of each different interior floor finish.

**C3010 - Wall Finishes: Option B ☐** Inventoried as separate records for each different type of wall finish material observed and quantified based on the wall surface area of each different interior wall finish.

**C3030 - Ceiling Finishes: Option B ☐** Inventoried as separate records for each different category of ceiling finish material observed and quantified based on the ceiling area of each different interior ceiling finish.

<b>D-Services - Level 1 (Major Group Element)</b>	
<b>D10-Conveying - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input checked="" type="checkbox"/> <b>D1010-Elevators and Lifts</b>	Includes (1) Passenger elevators (2) Freight elevators (3) People lifts, and (4) Wheelchair lifts.
<input checked="" type="checkbox"/> <b>D1020-Escalators &amp; Moving Walks</b>	Includes (1) Escalators, and (2) Moving walks.
<input checked="" type="checkbox"/> <b>D1090-Other Conveying Systems</b>	Includes (1) Hoists and cranes (2) Conveyors (3) Dumbwaiters;(4) Pneumatic tube systems (5) Linen, trash, and mail chutes (6) Turntables (7) Operable scaffolding, and (8) Transportation systems (for example, baggage handling and aircraft loading systems).

**D1010 - Elevators and Lifts:** Inventory based on category of elevator (traction or hydraulic), use (passenger, freight, or hospital) weight capacity and number of floors.

**D1090 - Other Conveying Systems:** Inventory for hoists and cranes based on layout, span, and weight capacity.

<b>D-Services - Level 1 (Major Group Element)</b>	
<b>D20-Plumbing - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input checked="" type="checkbox"/> <b>D2010-Plumbing Fixtures</b>	Includes Toilet Room Plumbing fixture assemblies including (1) Water closets (2) Urinals (3) Lavatories (4) Sinks (5) Showers (6) Bathtubs, and (8) Bidets. (7) Drinking fountains and sinks observed outside Toilet Rooms inventoried separately.
<input checked="" type="checkbox"/> <b>D2020-Domestic Water Distribution</b>	Includes (1) Pipes and fittings (2) Valves, hydrants, and hose bibbs (3) Water heaters, and (4) Domestic water distribution equipment. Excludes (5) Piping and equipment insulation
<input checked="" type="checkbox"/> <b>D2030-Sanitary Waste</b>	Includes (1) Waste piping, and (4) Sanitary waste equipment. Excludes (2) Vent pipe and fittings, (3) Floor drains, and (5) Insulation.
<input checked="" type="checkbox"/> <b>D2040-Rainwater Drainage</b>	Includes (1) Rainwater piping, and (2) Roof drains. Excludes (3) Rainwater drainage piping insulation
<input checked="" type="checkbox"/> <b>D2090-Other Plumbing Systems</b>	Includes (1) Other piping systems (2) Gas distribution (3) Acid waste systems (4) Indoor Pool equipment, and (5) Indoor Fountain piping systems and devices.

**D2010 - Plumbing Fixtures:** Inventory and replacement values based on number of toilet fixtures and associated accessories for private and public restrooms, per room versus individual fixture counts.

**D202001 - Domestic Water Distribution Pipes and Fittings:** Replacement value based on facility floor area and general facility type.

**D203001- Sanitary Waste Pipes and Fittings:** Replacement value based on facility floor area and general facility type.

**D204001 - Rainwater Drainage Pipe and Fittings:** Replacement value based on number and size of roof drains and the number of facility floors above grade.

<b>D-Services - Level 1 (Major Group Element)</b>	
<b>D30-HVAC - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input checked="" type="checkbox"/> <b>D3010-Energy Supply</b>	Includes (1) Oil, gas, and coal supply (2) Steam, hot, and chilled water supply (3) Solar energy supply, and (4) Wind energy supply.
<input checked="" type="checkbox"/> <b>D3020-Heat Generating Systems</b>	Includes (1) Boilers (2) Piping and fittings adjacent to boilers (3) Primary pumps; and (4) Auxiliary equipment. Excludes (5) Equipment and piping insulation.
<input checked="" type="checkbox"/> <b>D3030-Cooling Generating Systems</b>	Includes (1) Chillers (2) Cooling towers and evaporative coolers, (3) Condensing units (4) Piping and fittings, (5) Primary pumps, and (6) Direct expansion systems. Excludes (7) Equipment and piping insulation.
<input checked="" type="checkbox"/> <b>D3040-Distribution Systems</b>	Includes (1) Supply and return air systems, including air handling units with coils (electric included), filters, ductwork, and associated devices such as VAV boxes, duct heaters, induction units, and grilles (2) Ventilation and exhaust systems (3) Steam, hot water, glycol, and chilled water distribution (4) Associated terminal devices including convectors, fan-coil units, induction units, and water and steam unit heaters (5) Heat recovery equipment, and (6) Auxiliary equipment such as secondary pumps, heat exchangers, sound attenuation, and vibration isolation. Excludes (7) Piping, duct, and equipment insulation.
<input checked="" type="checkbox"/> <b>D3050-Terminal &amp; Package Units</b>	Includes (1) Electric baseboards (2) Electric or fossil fuel fired unit heaters, unit ventilators, and radiant heaters (3) Window or through-the-wall air conditioners, with or without heating of any type (4) Reverse-cycle, water- or air-cooled, terminal heat pumps (6) Electric or fossil fuel fired air-handling units or furnaces (7) Self-contained, air- or water-cooled, floor, ceiling, and rooftop air conditioners, and heat pumps (8) Ductwork and accessories, including flue stacks; and (9) Factory-integrated controls. Excludes (5) Wall sleeves
<input checked="" type="checkbox"/> <b>D3060- Controls &amp; Instrumentation</b>	Includes controls and instrumentation for (1) Heating generating systems (2) Cooling generating systems (3) Heating/cooling air handling units (4) Exhaust and ventilating systems (5) Terminal devices (6) Energy monitoring and control, and (7) Building automation systems.
<input type="checkbox"/> <b>D3070-Systems Testing and Balancing</b>	Excludes (1) Piping systems testing and balancing, and (2) Air systems testing and balancing.
<input checked="" type="checkbox"/> <b>D3090-Other HVAC Systems &amp; Equipment</b>	Includes (1) Special cooling systems and devices (2) Special humidity control (3) Dust and fume collectors (4) Air curtains (5) Air purifiers (6) Paint spray booth ventilation systems, and (7) General construction items associated with mechanical systems.

<b>D-Services - Level 1 (Major Group Element)</b>	
<b>D40-Fire Protection - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input checked="" type="checkbox"/> <b>D4010-Sprinklers</b>	Includes (1) Water supply equipment (2) Piping, valves and fittings, and (3) Sprinkler heads and release devices.
<input checked="" type="checkbox"/> <b>D4020-Standpipes</b>	Includes (1) Water supply equipment (2) Piping, valves and fittings, and (3) Cabinets and hoses.
<input checked="" type="checkbox"/> <b>D4030-Fire Protection Specialties</b>	Includes (2) Fire extinguisher cabinets. Excludes (1) Portable fire extinguishers.
<input checked="" type="checkbox"/> <b>D4090-Other Fire Protection Systems</b>	Includes (1) Carbon dioxide systems (2) Clean agent systems, (3) Foam generating systems (4) Dry chemical systems, and (5) Exhaust hood systems.

**D4010 - Sprinklers:** Inventory based on type of system and hazard level. Quantity is based on square foot of sprinklered area versus count of individual sprinkler heads.

**D4020 - Standpipes:** Inventory based on type of system and number of floors served.

<b>D-Services - Level 1 (Major Group Element)</b>	
<b>D50-Electrical - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input checked="" type="checkbox"/> <b>D5010-Electrical Service &amp; Distribution</b>	Includes (1) Primary transformers (2) Secondary transformers (3) Main switchboard (4) Interior distribution transformers (5) Branch circuit panels (6) Enclosed circuit breakers and (7) Motor control centers. Excludes: (8) Conduit and wiring to circuit panels.
<input checked="" type="checkbox"/> <b>D5020-Lighting and Branch Wiring</b>	Includes (1) Branch wiring and devices for lighting fixtures (2) Lighting fixtures (3) Branch wiring for devices and equipment connections (4) Devices, and (5) Exterior building lighting.
<input checked="" type="checkbox"/> <b>D5030-Communications &amp; Security</b>	Includes (1) Fire alarm systems and (9) Security systems. Excludes (2) Call systems, (3) Telephone systems (4) Local area networks (5) Public address and music systems (6) Intercommunication systems and paging (7) Clock and program systems and (8) Television systems.
<input checked="" type="checkbox"/> <b>D5090-Other Electrical Systems</b>	Includes (1) Emergency generators (2) UPS (3) Emergency lighting systems (4) Power factor correction (5) Lightning and grounding protection systems (6) Raceway systems, and (7) Power generation systems.

**D502001 - Electrical Branch Wiring:** Quantity is based on facility square footage versus linear feet of wiring.

**D5020 - Interior Lighting Equipment:** Quantity is based on square foot of lit area and fixture density per 1,000 SF versus individual fixture counts.

**D509003 - Grounding Systems:** Replacement value of system based on facility square



footage as quantity versus individual quantification of sub-component parts.

**D509004 - Lightning Protection:** Replacement value of system based on facility square footage as quantity versus individual quantification of sub-component parts.

**D509006 - Energy Management Control Systems:** Replacement value of system based on facility square footage as quantity versus individual quantification of sub-component parts.

<b>E-Equipment and Furnishings - Level 1 (Major Group Element)</b>	
<b>E10-Equipment - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input type="checkbox"/> <b>E1010-Commercial Equipment</b>	Includes (1) Security and vault equipment (2) Teller and service equipment,(3) Registration equipment (4) Checkroom equipment (5) Mercantile equipment,(6) Commercial laundry and dry cleaning equipment (7) Vending equipment, and (8) Office equipment.
<input type="checkbox"/> <b>E1020-Institutional Equipment</b>	Includes (1) Ecclesiastical equipment (2) Library equipment (3) Theater and stage equipment (4) Instrumental equipment (5) Audio-visual equipment (6) Detention equipment (7) Laboratory equipment (8) Medical equipment, and (9) Mortuary equipment.
<input checked="" type="checkbox"/> <b>E1030-Vehicular Equipment</b>	Includes (1) Vehicular service equipment (2) Parking control equipment, and (3) Loading dock equipment.
<input type="checkbox"/> <b>E1010-Commercial Equipment</b>	Includes (3) Food service equipment Excludes: (1) Maintenance equipment (2) Solid waste handling equipment, (4) Residential equipment and (5) Unit kitchens.
<b>E20-Furnishings - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input type="checkbox"/> <b>E2010-Fixed Furnishings</b>	Includes (1) Fixed artwork (2) Fixed casework (3) Window treatments (4) Fixed floor grilles and mats (5) Fixed multiple seating, and (6) Fixed interior landscaping.
<input type="checkbox"/> <b>E2020-Movable Furnishings</b>	Includes (1) Movable artwork (2) Furniture and accessories (3) Movable rugs and mats (4) Movable multiple seating and (5) Movable interior landscaping.

<b>F-Special Construction and Demolition - Level 1 (Major Group Element)</b>	
<b>F10-Special Construction - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input type="checkbox"/> <b>F1010-Special Structures</b>	Includes (1) Air supported structures (2) Pre-engineered structures, and (3) Other special structures.
<input type="checkbox"/> <b>F1020-Integrated Construction</b>	Includes (1) Integrated assemblies (2) Special purpose rooms, and (3) Other integrated construction.
<input type="checkbox"/> <b>F1030-Special Construction Systems</b>	Includes (1) Sound, vibration, and seismic construction (2) Radiation protection (3) Special security systems, and (4) Other special construction systems.
<input type="checkbox"/> <b>F1040-Special Facilities</b>	Includes (1) Aquatic facilities (2) Ice rinks (3) Site constructed incinerators (4) Kennels and animal shelters (5) Liquid and gas storage tanks, and (6) Other special facilities.
<input type="checkbox"/> <b>F1050-Special Controls &amp; Instrumentation</b>	Includes (1) Recording instrumentation (2) Building automation systems, and (3) Other special controls and instrumentation.
<input type="checkbox"/> <b>F1010-Special Structures</b>	Includes (1) Air supported structures (2) Pre-engineered structures, and (3) Other special structures.

### F20-Selective Building Demolition - Level 2 (Group Element)

<input type="checkbox"/> <b>F2010-Building Elements Demolition</b>	Includes (1) Demolition of existing building components.
<input type="checkbox"/> <b>F2020-Hazardous Components Abatement</b>	Includes (1) Removal or encapsulation of hazardous building materials and components.

## Site Elements

### G-Building Sitework - Level 1 (Major Group Element)

#### G10-Site Preparation - Level 2 (Group Element)

Level 3 (Individual Elements)	Levels 4 and 5 - (Components and Sub-Components)
<input type="checkbox"/> <b>G1010-Site Clearing</b>	Includes (1) Clearing and grubbing, and (2) Tree removal and thinning.
<input type="checkbox"/> <b>G1020-Site Demolition and Relocations</b>	Includes (1) Complete building demolition (2) Demolition of site components, and (3) Relocation of buildings and utilities.
<input type="checkbox"/> <b>G1030-Site Earthwork</b>	Includes (1) Grading, excavating, and fill to modify site contours (2) Soil stabilization and treatment (3) Site dewatering (4) Site shoring, and (5) Embankments.
<input type="checkbox"/> <b>G1040-Hazardous Waste Remediation</b>	Includes (1) Removal and restoration of contaminated soil.

### G-Building Sitework - Level 1 (Major Group Element)

#### G20-Site Improvements - Level 2 (Group Element)

Level 3 (Individual Elements)	Levels 4 and 5 - (Components and Sub-Components)
<input type="checkbox"/> <b>G2010-Roadways</b>	Includes Vehicular paving assemblies for (1) Paving sub-base and (2) Paving and surfacing, plus (3) Curbs and gutters (4) Rails and barriers (5) Painted lines, and (6) Markings and signage.
<input type="checkbox"/> <b>G2020-Parking Lots</b>	Includes Vehicular paving assemblies for (1) Parking lot paving and surfacing; plus (2) Curbs, rails, and barriers (3) Parking booths and equipment, and (4) Markings and signage.
<input type="checkbox"/> <b>G2030-Pedestrian Paving</b>	Includes (1) Paving and surfacing, and (2) Exterior steps.
<input type="checkbox"/> <b>G2040-Site Development</b>	Includes (1) Fences and gates (2) Retaining walls (3) Terrace and perimeter walls (4) Signs (5) Site furnishings (6) Fountains, pools, and watercourses (7) Playing fields (8) Flagpoles (9) Miscellaneous structures, and (10) Site equipment (for example, car wash, banking system, and theatre equipment located on the site).
<input type="checkbox"/> <b>G2050-Landscaping</b>	Includes (5) Planters (6) Other landscape features, and (7) Irrigation systems. Excludes (1) Fine grading and soil preparation (2) Topsoil and planting beds, (3) Seeding and sodding, and (4) Plantings.



<b>G30-Site Mechanical Utilities - Level 2 (Group Element)</b>	
<input type="checkbox"/> <b>G3010-Water Supply</b>	Includes: (4) Pumping stations, and (5) Water storage. Excludes: (1) Potable and non-potable water systems, (2) Well systems, (3) Fire protection systems,
<input type="checkbox"/> <b>G3020-Sanitary Sewer</b>	Includes: (4) Lift stations, and (5) Package wastewater treatment plants. Excludes: (1) Piping (2) Manholes, and (3) Septic tanks.
<input type="checkbox"/> <b>G3030-Storm Sewer</b>	Includes (4) Lift stations. Excludes: (1) Piping (2) Manholes (3) Catch basins (5) Retention ponds, and (6) Ditches and culverts.
<input type="checkbox"/> <b>G3040-Heating Distribution</b>	Includes: (4) Pumping stations. Excludes: (1) Steam supply (2) Condensate return, and (3) Hot water supply systems,
<input type="checkbox"/> <b>G3050-Cooling Distribution</b>	Includes (3) Pumping stations, and (4) Cooling towers on site. Excludes: (1) Chilled water piping, and (2) Wells for cooling.
<input type="checkbox"/> <b>G3060-Fuel Distribution</b>	Includes: (3) Storage tanks Excludes: (1) Piping, (2) Equipment
<input type="checkbox"/> <b>G3090-Other Site Mechanical Utilities</b>	Includes (1) Industrial waste systems, and (2) POL (Petroleum Oil and Lubricants) distribution systems.

<b>G-Building Sitework - Level 1 (Major Group Element)</b>	
<b>G40-Site Electrical Utilities - Level 2 (Group Element)</b>	
<b>Level 3 (Individual Elements)</b>	<b>Levels 4 and 5 - (Components and Sub-Components)</b>
<input type="checkbox"/> <b>G4010-Electrical Distribution</b>	Includes: (1) Substations. Excludes: (2) Overhead power distribution (3) Underground power distribution (4) Ductbanks and (5) Grounding
<input type="checkbox"/> <b>G4020-Site Lighting</b>	Includes: (1) Fixtures and transformers, (2) Poles. Excludes: (3) Wiring conduits and ductbanks, (4) Controls and (5) Grounding
<input type="checkbox"/> <b>G4030-Site Communications and Security</b>	Includes (2) Site security and alarm systems Excludes: (1) Overhead and underground communications, (3) Ductbanks, and (4) Grounding.
<input type="checkbox"/> <b>G4040-Other Site Electrical</b>	Includes: (2) Emergency power generation. Excludes: (1) Cathodic protection.
<b>G90-Other Site Construction - Level 2 (Group Element)</b>	
<input type="checkbox"/> <b>G9010-Service and Pedestrian Tunnels</b>	Includes (1) Constructed service and pedestrian tunnels and (2) Prefabricated service and pedestrian tunnels. Excludes: (3) Trench boxes
<input type="checkbox"/> <b>G9090-Other Site Systems</b>	Includes: (1) Snow melting systems

## 1.2 Component Assemblies and Area Quantification Methods

For facility components that are not visible, have a long service life, or are excessively time consuming to quantify as individual records, we plan to inventory these components as component assemblies. We will quantify these components using square foot areas (floor area, roof area, facility area) versus linear measurements or each. Unit costs used to calculate current replacement values for these assemblies have been adjusted to a square foot basis from costs per linear foot or each. Note that selected inventory components and sub-components will be excluded from the Scope of Work based on their hidden construction or low replacement value.

## 1.3 Inventory Components Excluded from the Scope

There are a few UNIFORMAT II inventory categories that are typically excluded from our assessments. Items listed below are typically excluded due to (1) the difficulty to gain access to observe, (2) the effort to inventory/assess relative to the asset value, (3) the sub-element or component is an activity rather than an asset, (4) the sub-element or component is considered equipment or furnishings, and not typically considered real property, or (5) the sub-element or component does not have a readily definable replacement value or design life.

These categories include interior components that are not visible without destructive access, exterior components that are buried beneath grade, components typically included with other components as part of a system, and components that have a low replacement value compared with the labor effort and cost to obtain the inventory.

Listed below are components that we typically exclude from our assessments. Should, the Owner desire that some of these items be included in the assessment scope of work, we can modify our standard scope to accommodate these requests. Should we modify our standard assessment scope to include additional components, we reserve the right to review and modify our fee proposal.

### **Inventory Elements, Sub-Elements and Components Excluded from the Scope of Work**

B201003 – Exterior Enclosure, Insulation and Vapor Retarders  
B201004 – Parapets. Included as part of Exterior Wall Enclosure.  
B203008 – Exterior Door Hardware. Included value in the door assembly.  
B301003 – Roof Insulation and Fill. Not visible.  
C101008 – Interior Joint Sealant  
C103003 – Marker Boards and Tack Boards  
C103004 – Identifying Devices (Interior Signage)  
C103005 – Lockers  
C103006 – Shelving  
C103011 – Fire-stopping Penetrations.  
C103012 – Sprayed Fire Resistive Materials

D109005 - Operable Scaffolding  
D202005 - Plumbing Pipe Insulation and Identification  
D203003 - Floor Drains  
D203005 - Sanitary Waste Pipe Insulation and Identification  
D204004 - Rainwater Pipe Insulation and Identification  
D209004 - Pool Piping and Equipment  
D503002 - Telecommunications Systems  
D503002 - Nurse Call Systems  
D503007 - Television Systems  
E1010 - Commercial Equipment  
E1020 - Institutional Equipment  
E1090 - Other Equipment: Excludes inventory and assessment of equipment related to built-in maintenance equipment; food service, waste handling, and residential equipment; unit kitchens; darkrooms; athletic, recreational, and therapeutic equipment; planetarium, observatory, and agricultural equipment; and other specialized fixed and moveable equipment.  
E20 - Furnishings: Excludes inventory and assessment of all fixed and moveable furnishings.  
F - Special Construction and Demolition  
G - Building Sitework

Note that selected inventory elements will be excluded from the Scope of Work as described herein based on their hidden construction or low value. Various line items within the UNIFORMAT II catalog are combined as assemblies, and the detailed components which comprise these assemblies are also excluded from the inventory scope.

## **1.4 Understanding of the Scope of Work**

We propose to include field observations to classify and quantify the inventory of building elements, sub-elements, and components, determine their physical and operating condition, and determine their remaining useful service life. We will estimate costs for short- and long-term repairs and replacements, and then combine this information into a multi-year Capital Improvement Plan based on facility and component priorities.

The FCA will be conducted based on visual, non-destructive inspection techniques, interviews of persons knowledgeable regarding the construction and maintenance history of the facilities, and review of existing building data and maintenance history.

### **1.4.1 Facility Access and Escorts**

As is always the case, accessibility and security will be a critical issue for field activities. We will work with the Client and agree to specific procedures for gaining access to each building area to conduct field assessment activities. Assurance of smooth access with flexibility and ease will play a large role in the time required for the field team to complete their assessment.

Please note that our assessment teams are typically comprised of multiple individuals who will be conducting the inventory and assessment of components of different building systems (such as exteriors, HVAC, plumbing and electrical systems, fire protection systems, etc.) at the same time. During the FCA, team members often split apart to focus on data collection from different systems they each are assigned.

## **1.5 Work Tasks Included in the FCA**

Our assessments will be performed by a team of architects, engineers, and facility specialists experienced in the major building and site systems we assess. The specific tasks we plan to carry out to meet the requested scope of work is listed below:

### **1.5.1 Stage 1 - Project Launch and Planning Stage**

- 1.) Listen to our Client to clearly understand their requirements. We always seek Client involvement and engagement in the launch phase so that we can truly align and begin the partnering relationship based on full understanding of Client requirements and needs.
- 2.) Send a Kick-Off Meeting Questionnaire and solicit Client response to questions related to scope, schedule, access, background data availability and other planning topics.
- 3.) Using the Kick-Off Meeting Questionnaire as an agenda outline, conduct Kick-Off Meeting to confirm Client's and Terracon's understanding of the project requirements, schedule, and deliverables.
- 4.) Develop a preliminary field assessment schedule for discussion during the Kick-Off Meeting. Following the Kick-Off Meeting, update the preliminary schedule so that it meets both the project performance requirements and the Client's constraints.
- 5.) Configure FCA software to establish the facility hierarchy for analysis and reporting purposes based on its association to a hierarchical list of facility assets.
- 6.) Review and confirm System Configuration Settings in the FCA software to support Client-specific requirements.
- 7.) Conduct internal Terracon Pre-Mobilization Calibration Meeting to review standard field data collection procedures, special data collection fields, and project specific requirements for inventory collection.

### **1.5.2 Stage 2 - Stakeholders Interview and Background Data Collection**

- 8.) Interview the primary stakeholders, facilities maintenance supervisor, and/or building engineers knowledgeable regarding the construction and maintenance history of each facility.
- 9.) Document known deficiencies identified by Client stakeholders and staff.
- 10.) Document the future expectations of each property and any known plans for Plant Adaptation.

### **1.5.3 Stage 3 - Investigative Stage**

- 11.) Gather and review existing background information that describes the as-built construction of a facility, its repair and maintenance history, and plans for future repair and replacement projects.

### **1.5.4 Stage 4 - Field Data Collection Stage**

- 12.) Record data describing the general construction of each facility, either from background information provided to us or from field observations. The data will include descriptive narratives describing the major construction features and building systems that comprise each facility, database field entries, and photos.
- 13.) Develop and quantify the inventory of visually accessible building components, equipment, and infrastructure assets of each property. Take digital photographs to document existing field conditions.
- 14.) Rate the existing condition of inventoried components to calculate an estimated Remaining Service Life.
- 15.) Perform a non-destructive, visual condition assessment of each facility to identify component-level deficiencies and life-cycle conditions. Record data describing observed deficiencies, called Work Items. Evaluate Work Items for potential repair or replacement.

### **1.5.5 Stage 5 - Work Item Cost Estimating**

- 16.) Estimate the costs of building element repairs and replacements identified during the assessment.
- 17.) Combine Work Items into logical Work Packages for consideration as "Capital Improvement Projects."

### **1.5.6 Stage 6 - Data Analysis and Forecasting**

- 18.) Calculate a Facility Condition Index (FCI) for each building and for individual building systems that comprise each building.
- 19.) Forecast requirements for maintenance costs and future capital repair and replacement expenditures over multi-year study period.

### **1.5.7 Stage 7 - Reporting and Presentation Stage**

- 20.) Provide a portfolio level written report of findings of our observations, conclusions, and recommendations, with supporting data lists, cost estimates and photos.
- 21.) Present the findings of the Assessment to appropriate Client staff.

The work tasks outlined above are described in greater detail below, grouped by Work Stage.

## **1.6 Work Stage 1 - Project Launch and Planning**



Preparation is the most critical task for the successful completion of any project. Upon receipt of a contract award and/or Notice to Proceed, Terracon's senior management will begin to carry out the tasks listed below.

#### **1.6.1 Prepare FCA Kick-Off Meeting Questionnaire**

Soon after receiving authorization to proceed, Terracon will prepare a FCA Kick-Off Meeting Questionnaire and send to Client primary contact for this project. The document includes questions grouped in the following categories:

- Client Goals and Objectives
- Client Contacts
- Escorts
- On Site Interviews
- Existing Background Data
- Safety and Security
- Scheduling and Site Access
- Known Site Restrictions
- Invoicing

We request that Client provide written answers to the questions and return the completed questionnaire to us in a timely manner. The questionnaire will serve as the basis of the agenda for our FCA Kick-Off Meeting Teleconference.

#### **1.6.2 Conduct FCA Kick-Off Teleconference**

Terracon's Project Manager will work with Client's primary point of contact for this project and schedule an FCA Kick-Off Teleconference. These meetings are meant to include key project staff from both organizations.

The purpose of the meeting is to confirm planning assumptions and answer any questions regarding Terracon's proposed Scope of Work. During this meeting, we will reiterate our proposed scope, clarify issues, remove potential obstacles, and validate the end goals and deliverables desired by Client.

During the Kick-Off teleconference we will review safety and security requirements, including any supplementary training, badging, or related procedures as part of conducting the on-site portion of the work under this contract. We will expand on the end goal and drill down into the desired details and output for the assessment, including performance schedule, options for data import/export with other software platforms the Client may use, including any Computerized Maintenance Management System (CMMS), forecasting metrics such as inflation allowances, and Client work prioritization factors based on the building type or function. During the meeting, we will identify Client staff responsible for arranging site and building access during the assessment project.

We will present a preliminary field assessment schedule for discussion during the Kick-Off Meeting. Following the Kick-Off Meeting, we will update the preliminary schedule so that it meets both the project performance requirements and the Client's constraints.

We plan to conduct the Kick-Off meeting via on-line video conference a few weeks in advance of our proposed mobilization to begin on-site data collection. We will rely on the Client to invite appropriate members of its project team to attend the meeting. FCA Kick-Off meetings typically last about one hour.

### **1.6.3 Establish Facility Hierarchy**

Data stored in Paragon will be organized for analysis and reporting purposes based on its association with a hierarchical list of facility assets. We will work with the Client during the Project Planning Phase to configure the FCA software to establish the location hierarchy in Paragon.

The top tier of the hierarchy is the Owner of the facilities. Depending on Client requirements, we can configure additional hierarchy levels to group facility assets in a manner that supports the Client's navigation and reporting requirements.

### **1.6.4 Background Data Review and Pre-Survey Data Population**

Information describing each facility name, number, location, size, and year of construction will be drawn from information provided to us by the Client. We will review the background data provided to us for reasonableness and accuracy and may choose to pre-populate our software with this data prior to going to the field. Facility "asset" information will be populated in Paragon and downloaded to field data collection tablets prior to the start of the on-site data collection activity.

### **1.6.5 Pre-Survey Staff Calibration**

Prior to mobilizing to the site, we will convene a meeting of Terracon's On-Site Assessment Team(s) to calibrate each assessor on the specific scope requirements of the project. We will review standard field data collection procedures, special data collection fields, and project specific requirements for inventory collection per UNIFORMAT II levels.

## **1.7 Work Stage 2 - Stakeholders Interview and Background Data Collection**

Interview the facility manager and/or lead maintenance personnel for each site who may have knowledge about the property to gather detailed information about usage, failed systems, frequent repairs, building's construction background, and the recent history of facility repair and maintenance activities at each site. We request that the name, telephone number and e-mail address of our primary site contacts be provided to us prior to our visit to each site.

Information that is beneficial to our inventory and assessment work may include:

- Equipment lists and nomenclature.
- Major repair, replacement or retrofit project data.
- Reports of previous, recent facility investigations.

- Data regarding recent costs for component/system replacements.
- Current facility system problems or concerns.
- Current year planned facility projects.
- Facility system warranty information.

We will document background data provided and use it as appropriate while conducting our assessments. Our interviews will be focused on collecting information from the Client that describes known deficiencies identified by Client stakeholders and staff. We also need to discover the future expectations for the use of each property and any known plans for Plant Adaptation.

We will assume the data provided to us is accurate without third party verification unless our visual observations conflict with the background data provided.

## **1.8 Work Stage 3 - Investigative Stage**

Terracon requests that the Client provide us with readily available and pertinent background information describing the construction and maintenance history of the facilities included in the Scope of Work, including information regarding hazardous materials. We ask that data available in electronic format be provided to us as soon as possible before we mobilize to the site.

To minimize delays while on site, we ask that any important documentation that is only available in hard copy be gathered and made available for our review immediately after our initial mobilization to the first site. For hard copy documentation, especially building plans, we ask that the Client assemble the documentation in one central area of one facility and provide temporary workspace for our assessors for document review. We request the ability to retain such documents until the completion of the project or have copies of relevant documents made available for our use.

Information obtained during the document review will be used as best supports our work and may be recorded in Paragon prior to initiating the site assessments. During the on-site walk-throughs, data obtained from background documents will be verified. Part of our evaluation will include an evaluation of major building systems for obvious and apparent indications of code non-compliance.

## **1.9 Work Stage 4 - Field Data Collection**

### **1.9.1 Documenting Facility Data**

We will record data describing the general construction of each facility, either from background information provided to us or from field observations. The data will include descriptive



narratives, database field entries, and photos.

We will include a narrative Asset Summary and Asset History for each facility included in the assessment and include one or more photos of exterior building elevations. We will record data describing the predominant type of construction, number of stories, year built, and construction/addition history (if known).

We will use this data stored in Paragon to prepare our report deliverables. The FCA report will contain an asset report for each facility assessed. The asset report page will contain the date each facility was assessed. The facility information will include the facility address, facility analysis category (FAC) code, year built, asset size, facility replacement value, and the facility condition index (FCI) calculated for each facility.

### 1.9.2 Documenting Inventory

Our assessors will walk through each of the accessible spaces in each building included in the Scope of Work to make visual observations and to record the inventory of elements, sub-elements and components that make up each building.

We will walk over low-sloped roofs and steep sloped roofs with a pitch of 4/12 or less. Roofs with a pitch greater than 4/12 will be observed from the ground, adjacent buildings, or man-lifts if provided. We will rely on Client to provide ladders or man-lifts to gain access to rooftop areas where internal access or fixed ladders are not provided. We do not intend to crawl through attics and crawl spaces, as these may be defined as confined spaces.

Each assessor will record his/her observations describing the inventory and condition of the facility components. Data will be recorded in the field using Paragon DC installed on iPads.

Data will be organized and reported using the UNIFORMAT II coding methodology in general accordance with *ASTM E1557-Standard Classification for Building Elements and Related Sitework-UNIFORMAT II*. "The classification serves as a consistent reference for analysis, evaluation, and monitoring during the feasibility, planning, and design stages of buildings. Using UNIFORMAT II ensures consistency in the economic evaluation of building projects over time and from project to project." (ASTM E 1557-05)

To collect and record our inventory information, the construction of each building will be broken down into its various components (Level 5), organized within sub-elements (Level 4), individual elements (Level 3), group elements (Level 2) and major group elements (Level 1). In a standard FCA, we typically generate most of the facility inventory at Levels 4 or 5. An example is shown below that describes the five levels of detail associated with a building component. This example is for a four-ply BUR covering with gravel surface coating.



For each component or sub-element, we will record data describing its size or quantity and its year of installation (age). Inventory may be grouped by Section, where appropriate, based on differences of physical, operational and age characteristics. A current replacement value and estimated design life is linked to each component and stored in the Paragon Cost Catalog. This provides the information necessary to forecast component renewals by replacement of each building component into the future.

Photos will be taken of inventory items where it improves our ability to document make, material, finish, size, configuration, or location of the item.

### 1.9.3 Condition Assessment

The condition of each inventoried component will be assessed and documented after it is inventoried using our Direct Condition Rating (DCR) method, based on standard rating definitions (see **Figure 1**).

The ratings will be used (along with other data) to forecast the Remaining Service Life of each inventoried component used in capital renewal forecasting. Paragon automatically records the date of the assessment and the individual who performed it.

Where appropriate, we will record notes specific to the condition rating. Once the record is saved, the software will display the numerical index linked to the condition rating that is used in calculation of Remaining Service Life as a factor of the original design life of the component.

Rating	SRM Needs	Rating Definition
Green	Sustainment consisting of possible preventive maintenance (where applicable)	Entire component section or component section sample is free of observable or known distresses. Component section is less than one year old
Green	Sustainment consisting of possible preventive maintenance (where applicable) and minor repairs (corrective maintenance) to possibly few or some subcomponents.	No component section or sample serviceability or reliability reduction. Some, but not all, minor (non-critical) subcomponents may suffer from slight degradation or few major (critical) subcomponents may suffer from slight degradation. Component section greater than one year old
Green		Slight or no serviceability or reliability reduction overall to the component-section or sample. Some, but not all, minor (non-critical) subcomponents may suffer from minor degradation or more than one major (critical) subcomponent may suffer from slight degradation.
Amber (+)	Sustainment or restoration to any of the following: Minor repairs to several subcomponents; significant repair, rehabilitation, or replacement of one or more subcomponents, but not enough to encompass the component-section as a whole; or combinations thereof.	Component-section or sample serviceability or reliability is degraded but adequate. A very few major (critical) subcomponents may suffer from moderate deterioration with perhaps a few minor (non-critical) subcomponents suffer from severe deterioration
Amber		Component-section or sample serviceability or reliability is definitely impaired. Some but not a majority. Major (critical) subcomponents may suffer from moderate deterioration with perhaps many minor (non-critical) subcomponents suffering from severe deterioration.
Amber (-)		Component-section or sample has significant serviceability or reliability loss. Most subcomponents may suffer from moderate degradation or a few major (critical) subcomponents may suffer from severe degradation.
Red (+)	Sustainment or restoration required consisting of major repair, rehabilitation, or replacement to the component-section as a whole	Significant serviceability or reliability reduction in component-section or sample. A majority of subcomponents are severely degraded and others may have varying degrees of degradation.
Red		Severe serviceability or reliability reduction to the component-section on or sample such that it is barely able to perform. Most subcomponents are severely degraded
Red (-)		Overall component-section on degradation is total. Few, if any subcomponents salvageable. Complete loss of component-section or sample serviceability.

**Figure 1-DCR Definitions**

#### 1.9.3.1 Calculation of Remaining Service Life

A Remaining Service Life(RSL) is calculated for each component based on the DCR of the component and the date it is rated. The Rating Index is multiplied by the Estimated Service Life (also referred to as the Design Life) for each component, as defined in the Paragon Cost Catalog.

The product of this calculation determines the estimated Remaining Service Life (RSL) for each component, from the data it is rated. The ratings will be used (along with other data) to forecast the Remaining Service Life of each inventoried component used in capital renewal forecasting.

#### **1.9.3.2 Ratings for Components Beyond their Estimated Service Life**

Terracon will use a different set of ratings for building components that are determined to be beyond their Estimated Service Life (ESL), often called Design Life. These ratings are encoded with the prefix of BSL, to indicate the component is beyond its service life based on age. BSL ratings have been created for each standard rating, except for G+. A G+ rating indicates the component is less than one year old, so the BSL ratings do not apply.

BSL ratings are linked to a Direct Rating Index of one half the percentage of the standard rating of the same level. For example, a G- rating has a Direct Rating Index of 70% of the inventoried component's ESL, whereas a BSL G- rating has a Direct Rating Index of 35% of the inventoried component's ESL. These differences are intended to account for the impact of age on a component, while still considering its observed physical condition.

#### **1.9.3.3 Ratings for Components Abandoned in Place**

Another rating that may be used in the field is called Abandoned -in-Place, Non-Functional. This rating, abbreviated as AIP-NF, is used to document the condition of components that assessors learn have not been working for some time, and are not planned for repair or replacement in accordance with information provided by our escorts.

The Direct Rating Index for a component rated AIP-NF is zero (0), which sets the Estimated Remaining Service Life to zero years. As a best practice, Work Items are created for most components rated AIP-NF, to include costs for demolition and disposal. The Current Replacement Value for components identified as AIP-NF must be overridden to \$0.00 in the inventory to ensure that no costs are linked to the component for future replacement.

#### **1.9.3.4 Age-Based Ratings**

For inventoried components that (1) cannot be seen by visual observation without destructive access methods and (2) no information describing the condition of the component has been provided by either client background data or by interviews with escorts, the component will be rated as AB-RSL. This stands for Age-Based Remaining Service Life. Components rated as AB-RSL will have an estimated RSL calculated as being the Estimated Service Life minus the chronological age of the component. The Rating Risk priority will be automatically set by the software based on age calculations.

This rating is typically only applied to inventory components that cannot be visually observed. Examples would include Branch Wiring, Domestic Water Distribution Piping, Domestic Sanitary Piping as examples.

#### **1.9.4 Documentation of Work Items**

As we observe and document our inventory and condition assessment findings, we will record data describing observed deficiencies. These are called Work Items. Work Items will be evaluated in the field for potential repair or replacement. Work Items are linked to Budget Categories and Budget Accounts.

For each Work Item, we will assign a Work Item Name, and describe the Distress Type and Work Category. We will prepare a narrative Problem Statement and Solution Statement for each deficiency describing the nature of the deficiency and our proposed method to mitigate the problem. We will describe potential code issues if they are observed on any Work Item.

Terracon will assign a Priority Rating and Impact Type to each deficiency. Priority ratings will be assigned in a consistent manner across all facilities and are based on the knowledge and experience of the assessor. Priority ratings are evaluated based on the ability to operate each building component in a safe manner and the anticipated potential for failure of systems or components. Forecasts will be made of the improved condition of the component after Work Items are completed, providing a simple ability to calculate Return on Investment.

Any observation of "immediate" life/safety concerns will be brought to the attention of the on-site Client representative and Client's Project Manager.

We will take digital photographs and link them to each Work Item we record in the field. Selected photos will be used in development of report deliverables. Our clients value these photos as they can be used to help visualize the need for a repair project while establishing a "snapshot-in-time" record of an identified deficiency that can be used later to determine if a known condition may have worsened.

Deficiencies with a repair or replacement cost less than \$3,000 will not be included as Work Items, but rather will be considered as part of routine maintenance.

#### **1.9.5 ADA Compliance Assessment**

As part of the FCA, we will document any non-conformances we identify related to the accessibility of public areas of the buildings as defined by the American with Disabilities Act of 1990 (ADA) and subsequent revisions. We will observe the public areas of each building to determine whether general conformance with applicable requirements has been met.

The scope is limited to the determination of general compliance with the physical attributes of the property and is not considered to be a full survey. No measurements will be collected as

part of this limited ADA assessment.

Our evaluation will be limited to the items addressed in the Uniform Abbreviated Screening Checklist for the 2010 ADA per ASTM E2018-15 format. Observed non-conformance with the specific disability guidelines will be noted as Work Items within the FCA software. Our evaluation will not include testing of decibel levels of fire alarms, measuring tolerances, light level recording, or other disruptive tests.

#### **1.9.6 Asset Tagging**

Our assessors will apply/affix semi-permanent tags with barcodes on or near major HVAC, electrical, and plumbing equipment. Barcode values will be recorded in the field and entered into Paragon. Terracon will consult with Client to confirm equipment types to be tagged and specific location of affixed tags.

#### **1.9.7 Field Data Uploads and Data Quality Control**

Data collected in the field will be uploaded at the end of each day from our field data collection tablets to the FCA application software housed in the Web. Built-in quality control checks are run from within the field data collection software to ensure data integrity and quality prior to uploading data to the Web application.

### **1.10 Work Stage 5 - Cost Estimating**

Once the component inventory is documented and the as-built condition has been assessed, we will create cost estimates to execute Work Items based on documented problem and solution statements.

We intend to use in-house cost databases developed by Terracon. Costs in these databases include common repair and replacement unit costs derived from industry standard data sources, such as *RSMean Online*, years of facility assessment cost estimating, contractor estimates and corporate research.

Cost estimates will be generated at a "preliminary planning" level of detail and should be considered as order of magnitude estimates for potential work without design or bid estimates, and with no information regarding the method of execution, time of year to conduct the work or schedule to complete the work. Estimates we enter will reflect direct costs for material and labor.

Soft-cost markup factors for inflation, geography, contractor overhead and profit, and owner's design fees, supervision, and contingencies will be applied to the direct costs from settings stored in Paragon to generate fully burdened cost estimates. By storing the soft cost mark-ups separately from the raw costs, Client can modify cost estimates in the future should local conditions change.



## **1.11 Work Stage 6 - Data Analysis and Forecasting**

Following completion of the field data collection, data review, and Work Item cost estimating, we will use Paragon to analyze the data and prepare reports to meet the Scope of Work requirements for deliverables. Our data analysis includes the preparation of Requirements Analyses over a ten (10) year period.

The Requirements Analysis will include both cyclical renewal needs and non-cyclical repairs and upgrades. Cyclical needs, which include deferred renewal and capital repairs, are components that require replacement at regularly scheduled intervals. Non-cyclical needs include one-time repairs to extend the life of a component and upgrades associated with issues such as accessibility and building and safety code non-compliance.

The Requirements analysis allows the user to identify all backlog and future costs linked to an Asset or a group of Assets over a defined analysis period. Requirements Analysis does not consider funding that may be available over the analysis period, but rather, focuses only on costs for repairs and replacements in the year it is first recommended for remedial action.

## **1.12 Work Stage 7 - Reporting and Project Deliverables**

### **1.12.1 Preliminary Work Item List**

Soon after the field work is complete and data has been reviewed for quality control purposes, we will provide Client with a list of Work Items that were identified in the field. We will group Work Items together in logical groupings that may be considered as Capital Improvement Projects. As a preliminary list only, the Work Items will not include estimated costs for suggested repairs or replacements.

### **1.12.2 Report Deliverables**

Terracon will submit a report summarizing the FCA and our findings at the end of the project. The report will be provided in electronic file format.

We will utilize the data stored in Paragon, as well as the results of various data analyses we will run using the software to prepare our report deliverables. Our reports will include a narrative overview of our work, plus data attachments extracted from Paragon and stored in either in .xls (Excel), .pdf (Adobe) or .doc (Word) file formats.

We will prepare a draft report to be reviewed by Client. Following Client's review of the draft report, we will make any modifications that may be necessary and issue a Final Report. Our report will include the following sections and attachments.

#### **1.12.2.1 Report Narrative**

The Report will include an Executive Summary of our work and our findings. The report

will be a narrative describing the purpose and scope of the work, type of assessment, assessment methodology and our evaluation of the overall condition, corrective actions, and estimated costs for maintenance, repair, and replacement of facility components over the analysis study period. We will include summary and detailed spreadsheet data and graphs depicting any requirements, budgets and forecasts generated as part of the data analysis.

#### 1.12.2.2 Data Reports

In addition to the narrative report, we will provide data extracted from Paragon that describes our findings in detail.

- **Appendix A - Facilities List**  
Includes the final list of facilities included in the Scope of Work.
- **Appendix B - Facilities List ranked by Facility Condition Index (FCI)**  
List of facilities ranked by FCI, high to low. Includes facility size, Detailed Replacement Value and Current Backlog Impacting FCI.
- **Appendix C - Asset Summary and History**  
Asset per page. Provides overall summary of the Asset and its condition, one asset per page. Includes Asset photograph, FCI, and narratives for Asset Summary.
- **Appendix D - Inventory Summary**  
Provides a listing of all inventory items in each asset in a hierarchical structure based on UNIFORMAT II Classification format. Provides data for each component included in the inventory, including Year Installed, Estimated Service Life, Condition Rating, Remaining Service Life, Quantity and Current Replacement Value.
- **Appendix E - Work Item Summary**  
Includes a summary of each of the Work Items generated during the project, grouped by building.
- **Appendix F - Work Item Detail Reports**  
Organized by Work Item ID; one Work Item per page.
- **Appendix G - Ten-Year Inventory Recapitalization List**  
Includes a summary list of components scheduled for replacement in the next ten years. Data is grouped by forecasted year of replacement, and then by facility.
- **Appendix H - Facility Asset Management Glossary of Terms**  
Includes definitions of various terms used throughout the Facility Asset management industry.

Photo images will be included in many of the various reports included in the Data section of the deliverable.

#### 1.12.3 Transfer of Paragon Subscription to Client

In addition to our narrative report of findings, we plan to transfer a subscription to the Paragon software to the City. The subscription includes an integrated, companion field data collection

application called Paragon Data Collector (DC) at no additional charge.

Paragon is a web-based facility condition assessment and capital planning asset management software product used to document the inventory of facility and site assets, evaluate current conditions, estimate cost to repair deficiencies, forecast asset deterioration, and prepare sustainment budgets. Paragon meets each of the requirements as stated in the RFP to serve as a Business Intelligence platform that conveys real-time asset FCI degradation scores that can be filtered, scaled, and compared across buildings and asset mixes.

The software will be loaded with the data collected during the FCA, plus all report data we generate in .pdf or Excel spreadsheet formats.

There are no limits to the number of users a Client can assign to access the software.

The software solution will enable the City to access live data sets and reports that provide asset inventory descriptions and condition ratings, current replacement values, remaining service life calculations, deficiency Work Items with repair or replacement cost estimates, and capital planning forecast recommendations based on work priorities and remaining service life. This provides the City with the capability to update data populated in the database by Terracon during the baseline assessment project.

#### **1.12.4 End-User Software Training**

After delivery and acceptance of final reports, Terracon will train selected Client staff to enter/update/analyze data and run/export an array of reports from the Paragon software. Training can be provided for both field maintenance staff, cost estimators, planners, and management staff. Training can be tailored to meet Client-specific requirements. The topics we cover in our start-up training session are listed below in **Table 1**.



Topic	Applicability		
	General	Tablet	Web App
Overview of the Software	X		
Log In and System Configuration			X
Data Uploads			X
User Assignment and Security			X
Location Hierarchy			X
Facility Assets			X
Inventory		X	X
Condition Assessment		X	X
Work Items		X	X
Work Item Cost Estimating			X
Work Packaging			X
Analysis - Requirements			X
Analysis - Budgets			X
Analysis - Forecasting			X
Reporting			X

**Table 1 -Software Start-up Training Agenda**

Training is proposed to be provided via on-line meetings and software demonstrations using Client's data collected and analyzed during the FCA. When provided remotely, training is typically divided into three, two-hour sessions over the course of multiple days that mutually support both Terracon's and the City's schedules. Support to be Provided by Client

Projects of this size are most successful when the Consultant and the Client enter into a partnering agreement in support of the project's goals and objectives. As a partner, the Client can reduce non-productive field time, and enhance data collection accuracy by providing support to Terracon during the project.

The areas where we anticipate Client support are listed below.

- Assignment of Project Manager
- Attendance at Kick Off Meeting
- Advance Notification of Site Visits
- Facility Escorts and Access
- Scheduling On-Site Interviews
- Providing Background Data for Review

We assume the Client will appoint a Project Manager to represent their interests for this project. Responsibilities will include project organization, and assistance in scheduling all meetings

required under the Contract.

The Client's Project Manager will participate in status teleconferences during field work, and will assist Terracon obtain identification badges, vehicle passes and/or site access permits. The Project Manager will be responsible for arranging access within any secured building areas. Other requirements may include arranging for any Contractual provisions for the Client to furnish materials, equipment and/or labor, and the review and approval of deliverables and Terracon invoices.

## 2 Project Schedule

A preliminary project schedule will be developed and forwarded to the Client for discussion during the Project Kick Off Meeting. The preliminary schedule will include estimated milestones and date for delivery of the draft report of findings. We will develop a management plan specific to the project and will monitor it routinely to ensure resources are efficiently allocated, costs are controlled, and progress is maintained. The Client will be kept abreast of scheduled plans as necessary. If problems arise, the Client's Project Manager will be informed as quickly as practical.

We typically require a period of 30 days from the date of contract execution to conduct project planning activities. We will conduct our Kick-Off meeting during this 30 day planning period. Client is also responsible to provide background information to Terracon during this period to provide sufficient time for review prior to mobilizing to the field.

Once we mobilize to the field, we anticipate completing the inventory data collection in 4 to 6 weeks. We may demobilize after completing the data collection to conduct Work Item cost estimating and data quality control reviews and updates. We anticipate an additional week after completing the field data collection at the last site to complete data quality reviews, updates, and Work Item cost estimates.

Following final review and acceptance of the field data, we will prepare our draft report of findings within two weeks of completing the final data review. The draft report will be delivered to Client for review and comment. Following receipt of Client review comments, we can typically make necessary changes and issue a Final Report within one week.

## Appendix C - Scope of Work

### Facilities Master Plan City of Burleson

This document describes our approach, methodology and Scope of Work to conduct a Facilities Master Plan (FMP) of facility assets owned and managed by the City of Burleson TX ("Client"). It describes the tasks we plan to perform and the resulting deliverables from our work. These FMP services will be subcontracted to and performed by Parkhill.

## 1 Project Information

### 1.1 Project Description.

The Project consists of professional services to prepare a facilities master plan (Study) for city facilities and departments. Facilities included in the Study are attached as **Appendix A - Facilities List**. The Study will evaluate the needs, space requirements and potential costs for recommended capital improvements over a 10-year planning timeframe.

### 1.2 Site.

Not applicable.

### 1.3 Project Construction Budget.

Not applicable.

## 2 Scope of Services

### 2.1 Facilities Master Plan

- 2.1.1** Collect base data including staffing levels, site/floor plans, and review existing projects and studies, and coordinate our work with external consultants working on concurrent studies that impact this Study.
- 2.1.2** Tour each facility with staff to document existing conditions related to space utilization and function.
- 2.1.3** Consult with users to obtain input regarding facility needs related to space and function and establish design vision and performance criteria.

- 
- 2.1.4** Quantify the spatial requirements for facilities (square feet) and site development (acreage) considering the intended functions.
  - 2.1.5** Determine specific space requirements by identifying required spaces, establishing sizes and adjacency relationships, establishing efficiency and grossing factors, and documenting special requirements such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, and security.
  - 2.1.6** Visit up to 3 potential sites and review available data and drawings to evaluate existing site conditions and physical characteristics and identify constraints and opportunities that may impact development such as access, views, building organization, circulation, parking, topography, drainage, and available utilities.
  - 2.1.7** Evaluate alternatives and development options for capital improvements to address current and future facility needs including renovation, expansion/additions, relocation, or new facility construction.
  - 2.1.8** Prepare conceptual drawings based on the programming and site evaluation including diagrammatic blocking floor plans illustrating the layout of major functional spaces, and a site master plan illustrating the layout of buildings, site access, circulation, parking, and other site development requirements.
  - 2.1.9** Develop a list of recommended improvements with conceptual budgets.

## **2.2 Deliverables**

- 2.2.1** Summary presentation report documenting analysis, findings, and recommendations of the Study including needs analysis, space programming, site evaluation, and conceptual drawings.

## **2.3 Exclusions**

- 2.3.1** Services specifically excluded from our scope of services include the following:
  - Topographic and Boundary Surveys
  - Entitlement, Platting, Easements, and Permitting Services
  - Geotechnical Investigations and Soil Reports
  - Construction Materials Testing
  - Asbestos & Hazardous Material Studies
  - Environmental, FEMA/Floodplain, and Traffic Studies

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### **3 Schedule**

- 3.1** Based on the proposed scope of work, we anticipate a 4-month project duration from your authorization to proceed. Parkhill will render its services as expeditiously as is consistent with professional skill and care. During the Project, unanticipated events may impact the Project schedule. Changes to the schedule may become necessary due to changes in scope or other circumstances beyond the Parkhill's control.

# 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.

Terracon Consultants, Inc.  
Dallas, TX United States

Certificate Number:  
2024-1136576

Date Filed:  
03/20/2024

Date Acknowledged:

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

City of Burleson

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

PFA246022 - TIPS 210602  
Master Plan and Facilities Condition Assessment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pavlicek, Bob	Raleigh, NC United States	X	
	Donald, Vic	Baton Rouge, LA United States	X	
	Packer, Gayle	Olathe, KS United States	X	
	Zambo, Vanessa	Olathe, KS United States	X	
	Moussallem, Maroun	Denver, CO United States	X	
	Anderson, Tim	Phoenix, AZ United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is Kevyn Gunn, and my date of birth is [REDACTED].

My address is 8901 John W Carpenter Fwy, Ste 100, Dallas, TX, 75247, US  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 20th day of March, 20 24.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

162