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

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

1. **CALL TO ORDER**

Invocation

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 October 20 - 26, 2024, as "Friends of Libraries Week" in the City of Burleson. *(Recipient: Friends of Burleson Public Library)*

- A Proclamation recognizing October 2024, as "National Chiropractic Health Month" in the City of Burleson. *(Recipient: Joseph Adams, Texas Chiropractic Association)*

B. Presentations

- 2024 National Procurement Institute's Achievement of Excellence in Procurement Award
(Staff Contact: Richard Abernethy, Director of Administrative Services)

- 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**

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- A. Items to be continued or withdrawn.
 - B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

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 October 7, 2024 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary)*
- B. Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's actions taken on the approval of an Amendment to the Performance Agreement 4A100223C&CBurleson between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC. for a development located at 425 SW Wilshire Blvd in Burleson, Texas. *(Staff Contact: Alex Philips, Economic Development Director)*
- C. Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's actions for authorization to spend \$68,640 for schematic design for a community park and associated development with Land Design. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- D. Consider approval of a professional services agreement for a schematic design project with Land Design in the amount of \$124,800 with a project contingency of \$12,480 for a total project of \$137,280. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- E. Consider approval of a contract to award bid RFP 2024-023 to Sky Elements for the Holiday Drone Show with two optional one-year administrative renewals at the total price of \$77,728. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- F. Consider approval of a Sole Source agreement with OCLC, Inc. for cloudLibrary and newsstand annual subscriptions and the purchase of eBooks, eAudiobooks, and other digital

media from the cloudLibrary collection in the amount of \$56,448.60. *(Staff Contact: Sara Miller, Deputy Director-Library)*

- G. Consider approval of a minute order to increase the total amount of payments under the agreement with Core & Main, L.P. (CSO# 3083-09-2022) for the purchase of water meters in the amount of \$215,000. *(Staff Contact: Errick Thompson, Director of Public Works)*
- H. Consider approval of a minute order appointing Errick Thompson, Director of Public Works, as voting member and Michelle McCullough, City Engineer, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2025. *(Staff Contact: Errick Thompson, Director of Public Works)*
- I. Consider approval of a minute order authorizing the City Manager to authorize a speed study of West Renfro Street between SW Alsbury Drive and State Highway 174 / Wilshire Boulevard with Westwood Professional Services in the amount of \$8,000, in accordance with Council Policy 17, Section II(iii). *(Staff Contact: Errick Thompson, Director of Public Works)*
- J. Consider approval of a contract with Tarrant County for Election Services for the November 5, 2024 Special Local Option election. *(Staff Contact: Monica Solko, Deputy City Secretary)*
- K. Consider approval of Cooperative Purchase Agreement with Axon Enterprise, Inc. for the purchase of Unmanned Aerial Surveillance (UAS) licenses and a fotokite (tethered drone) through BuyBoard Contract No.718-23 in an amount of \$110,213.08 over five years. *(Staff Contact: Wes Routson, Support Bureau Lieutenant)*
- L. Consider approval of Cooperative Purchase Agreement with Axon Enterprise, Inc. for the purchase of Body Worn Cameras, In-Car Cameras, Evidence.com licenses, and Tasers through BuyBoard Contract No.743-24 in an amount of \$37,014.78 over five years. Additionally, a contingency amount not to exceed \$200,000.00 is requested for potential purchases on this contract to support the onboarding of new officers and equipment. The total amount authorized is \$237,014.78 over four years. *(Staff Contact: Wes Routson, Support Bureau Lieutenant)*
- M. Consider approval of a cooperative purchase agreement for the purchase of computers, monitors, and peripheral equipment from Dell Marketing LP through a cooperative purchase agreement with OMNIA Partners (01-143) in the amount of \$184,000. *(Staff Contact: James Grommersch, Chief Technology Officer)*
- N. Consider approval of a contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripherals equipment utilizing an Omnia Partners contract in the amount of \$118,000. *(Staff Contact: James Grommersch, Chief Technology Officer)*
- O. Consider approval of a contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripherals equipment utilizing a TIPS contract in the amount of \$118,000. *(Staff Contact: James Grommersch, Chief Technology Officer)*
- P. Consider approval of a contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripherals equipment utilizing a Sourcewell contract in the amount of \$118,000. *(Staff Contact: James Grommersch, Chief Technology Officer)*

- Q. Consider approval of a contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripherals equipment utilizing a DIR contract in the amount of \$118,000. *(Staff Contact: James Grommersch, Chief Technology Officer)*
- R. ETJ Release Petition for 1805 CR 706 (Case 24-280): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 35.087 acres of land addressed as 1805 CR 706. *(Staff Contact: Tony McIlwain, Development Services Director)* *(No Planning and Zoning Commission action was required for this item)*

6. **DEVELOPMENT APPLICATIONS**

- A. 10732 CR 1020 (Case 24-195): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A" Agricultural to "SF16" Single-family dwelling district 16 for a proposed subdivision with minimum 16,000 square foot lots. (First & Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director)* *(The Planning and Zoning Commission recommended approval 7 to 1)*

7. **GENERAL**

- A. Consider approval of contract to award the bid ITB 2024-022 to Gratex Utilities Inc. for the waterline and fire hydrant relocation of SH174 Widening project (project #197405) in the amount of \$73,715.50 with a 10% contingency of \$7,371.55 for a total authorization of \$81,087.05. *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- B. Consider approval of a resolution adopting a Sidewalk Policy for SH174 Widening project (project #197405). *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- C. Consider approval of an amendment to contract CSO#5599-09-2024 with C1S for an interior renovation and pool resurfacing package for the Burleson Recreation Center at the guaranteed max price of \$1,364,408. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- D. Consider approving a contract through Buyboard Cooperative Purchasing agreement with Gametime for a playground at Centennial Park in the amount of \$466,026.80 with a project contingency of \$13,441.70, for a total of \$479,468.50. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- E. Hold a public hearing and consider approval of an ordinance designating an approximately 30 acre tract of land (the property is generally described as near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas) as "Tax Abatement Reinvestment Zone Number 009, City of Burleson" under Chapter 312 of the Texas Tax Code. (First Reading) *(Staff Contact: Alex Phillips, Director of Economic Development)*

8. **REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion and provide staff feedback on a proposed egret abatement program. *(Staff Contact: DeAnna Phillips, Director of Community Services)*
- B. Receive a report, hold a discussion and provide staff feedback regarding the parks and recreation accreditation process *(Staff Contact: Jen Basham, Director of Parks and Recreation)*.

9. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS

This is a standing item on the agenda of every regular meeting of the City Council that allows the City Council to receive reports, hold discussions, and give staff direction regarding any legislative matters pertaining to the 89th Texas legislative session. Additional action items may be specifically listed below when required.

10. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS**11. 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**
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
-Discuss and receive direction on certain parcels of real property for the expansion of the intersection of Alsbury Boulevard and SW Hulen St and the expansion of County Road 1020 generally near such intersection in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**

12. ADJOURN**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 16th of October 2024, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the

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

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: October 21, 2024

SUBJECT:

Consider approval of the minutes from the October 7, 2024 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*)

SUMMARY:

The City Council duly and legally met on October 7, 2024 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
817-426-9665

**BURLESON CITY COUNCIL REGULAR MEETING
OCTOBER 7, 2024
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Staff present

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

1. CALL TO ORDER – 5:30 p.m.

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

Invocation – Anthony Penick, Chaplain of Texas Health Huguley Hospital

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 October 2024, as “Cyber Security Awareness Month” in the City of Burleson. (*Recipient: Hugo Rodriguez, Deputy Chief Technology Officer*)

B. Presentations

- None.

C. Community Interest Items

- Join us for a future event on February 18, 2025 for the fifth-year anniversary of Project U held at Pathway Church. It is a great conference and tickets are now on sale.

- Badges and Burgers was held at Grumps Monday, September 30th with the Burleson Police Department and that was a good time.
- On October 4th the Burleson Police Department held their first annual Golf Tournament and had an amazing turn out. Thank you to Sabrina and Michelle for putting it together and to all the sponsors who donated.
- Saturday, October 5th the BTX Brew Fest, a recipient of the Hotel/Motel Occupancy Tax, had a great turnout with about 4,000 people in attendance from Houston, San Antonio, Lubbock, California, Colorado, Kansas, Florida and Virginia.
- TML conference is October 8-11 and Harlan Jefferson was reappointed to the TML Intergovernmental Risk Pool board. He won his position with a vote of 76.7%. Harlan will also serve as the TMLIRP board representative on the TML Board of Directors.
- The Burleson Police Department open house is 10:00 a.m. – 1:00 p.m. The officers will be there to explain what they do and the tools they use. They will also provide free burgers to the attendees.
- Founders day will be in the Plaza from 10:00 a.m. – 4:00 p.m. with the parade kicking off the event. Residents can participate in the parade as long as you come in period attire. The Heritage Foundation puts the event on and they will have performances on the stage from local dance teams and choirs.
- Final Zumba night is on Oct 9th from 7:00 p.m. – 8:00 p.m. and it is free to attend.
- Saturday, October 5th was the Fall Fest. MaryAnn and her staff worked hard and the event was fantastic.
- Mayor Fletcher received a letter to thank the first responders. He also wanted to extend his gratitude and to share with first responders that if they are ever in any situation and feel they are mentally struggling to please reach out to someone for help.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- Withdraw item 6A.

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

- Removed item 5I.

4. CITIZEN APPEARANCES

- Matt Powell – 340 CR 714, came forward with concerns regarding the infrastructure on County Road 714 and asked if the City could reach out to Johnson County to form a group and evaluate the situation.

Victoria Johnson requested to go back to Section 3B, Changes to the Posted Agenda and add item 9A to be considered with the consent agenda.

3. CHANGES TO POSTED AGENDA

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

- Add item 9A to consent agenda.

5. CONSENT AGENDA

A. Minutes from the September 23, 2024 regular council meeting. (Staff Contact: Amanda Campos, City Secretary)

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

B. CSO#5607-10-2024, professional services agreement with Kimley-Horn and Associates, Inc. for design of pedestrian improvements along the north side of Renfro Street, from northwest of SW Wilshire Blvd/SH 174 to N. Wilson Street, in the amount of \$129,035.00. (Staff Contact: Eric Oscarson, Deputy City Manager)

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

C. CSO#5608-10-2024, professional services agreement with Teague Nall and Perkins, Inc. for design of pedestrian improvements for Vaughn Drive in the amount of \$76,000. (Staff Contact: Eric Oscarson, Deputy City Manager)

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

D. CSO#5609-10-2024, one year renewal to agreement CSO#1849-09-2021 with CERES Environmental Services, Inc. for debris clearance and disposal services which may be required in the event of a disaster, including the option for the City Manager to authorize renewals administratively. (Staff Contact: Joe Laster, Emergency Operations Manager)

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

E. CSO#5610-10-2024, interlocal agreement with the City of Mansfield for jail services for five (5) years in the amount not to exceed \$756,221.30. (Staff Contact: Wes Routson, Support Bureau Lieutenant)

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- F. CSO#5611-10-2024, resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter and close on CSO#5612-10-2024, real estate contract with Virk Firm LLC, as seller, to purchase fee simple title to approximately 3.1063 acres of land, out of the Sarah Gray Survey No. 558 in Tarrant County, Texas. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- G. CSO#5613-10-2024, resolution authorizing the City's 2025 membership application to the Electric Reliability Council of Texas (ERCOT); and authorizing the City Manager to vote on behalf of the City in all ERCOT elections. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- H. CSO#5614-10-2024, contract with Safeware Inc., for the purchase of a 20 foot, four (4) station combination restroom and shower trailer through a cooperative purchasing agreement with Sourcewell Vendor Contract #080922-SAF PS & EM, in the amount of \$74,705.88 (Staff Contact: Casey Davis, Fire Chief)**

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- I. CSO#5615-10-2024, minute order reappointing Place 4, Christian Schott, on the Park Board and approval of a recommendation from the Community & Intergovernmental Relations Council Committee regarding attendance for Places 3, 5 and 9. (Staff Contact: Lisandra Leal, Assistant City Secretary) - REMOVED**

Item 5I was removed from the consent agenda.

- J. CSO#5616-10-2024, amending resolution CSO#5428-03-2024, the Special Local Option Election Order to legalize the legal sale of all alcoholic beverages for off-premise consumption only by updating Section 2 Early Voting and Ballot by Mail. (Staff Contact: Monica Solko, Deputy City Secretary)**

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- K. ETJ Release Petition for 2124 N Cummings Dr (Case 24-260): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 68.652 acres of land known as Part of Tracts II and III and all of Tracts IV, V, and VI WM Phipps. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

Motion made by Victoria Johnson and seconded by Alexa Boedeker to deny.

Motion to deny passed 7-0.

- L. ETJ Release Petition for 5000 CR 711 (Case 24-261): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 19.431 acres of land known as all of lots 2 &3, BLK A of the TRSC Highpoint Addition also known as TR 6, 6A 12C & 12F Hiram Lewis Survey. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

Motion made by Victoria Johnson and seconded by Alexa Boedeker to deny.

Motion to deny passed 7-0.

9. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS – ADDED TO CONSENT AGENDA

- A. CSO#5619-10-2024, amending resolution CSO#5606-09-2024, establishing the City Council’s priorities for the 89th Legislative Session by updating Exhibit A. (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

5. CONSENT AGENDA – REMOVED ITEM

- I. CSO#5615-10-2024, minute order reappointing Place 4, Christian Schott, on the Park Board and approval of a recommendation from the Community & Intergovernmental Relations Council Committee regarding attendance for Places 3, 5 and 9. (Staff Contact: Lisandra Leal, Assistant City Secretary)**

Lisandra Leal, Assistant City Secretary, presented recommendation and minute order to the city council.

Motion made by Larry Scott and seconded by Dan McClendon to approve recommendation from the Community & Intergovernmental Relations Council Committee for Places 3, 5 and 9 and approve minute order reappointing Place 4, Christian Schott.

Motion passed 7-0.

6. DEVELOPMENT APPLICATIONS

- A. **Basden Steel Corporation and Renfro Street Holdings, Ltd. at 1550 S Burleson Blvd and 139 N Briaroaks Rd, disannexation Petition (Case 24-270): Consider approval of an ordinance for disannexation of approximately 8.550 acres of land located within the Corporate City Limits of the City of Burleson. (*First and Final Reading*) (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item) - WITHDRAWN**

Item 6A was withdrawn per applicant request.

7. GENERAL

- A. **CSO#5618-10-2024, interlocal agreement with the Burleson Independent School District (BISD) to provide eleven (11) school resource officers for the fiscal year 2024-25 in the amount of \$1,036,996. (Staff Contact: Wes Routson, Police Lieutenant)**

Wes Routson, Police Lieutenant, presented an interlocal agreement to the city council.

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve.

Motion passed 7-0.

8. REPORTS AND PRESENTATIONS

- A. **Receive a report, hold a discussion, and provide direction on changes to the city's benefit plans for 2025. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)**

Cheryl Marthiljohni, Director of Human Resources, presented the city's benefit plan changes for 2025 to the city council after meeting with employees and gathering employee feedback.

Benefit changes:

- 5% employee medical monthly contribution increase
- Implementing Naviguard with UHC
- Remove health reimbursement account (HRA) from Copay plan
- Remove run-off insurance for Stop Loss
- Increase vision premium increase of 2.5%
- Move short-term disability to a voluntary benefit
- High Deductible High Plan reduced for \$150 for individual and \$300 for family
- Add more drugs to RX Prior Authorization

Council expressed appreciation for gathering employee input throughout the benefit plan process. Council was in favor of the recommended changes for the city's benefit plan for 2025.

9. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS - MOVED

This is a standing item on the agenda of every regular meeting of the City Council that allows the City Council to receive reports, hold discussions, and give staff direction regarding any legislative matters pertaining to the 89th Texas legislative session. Additional action items may be specifically listed below when required.

B. CSO#5619-10-2024, amending resolution CSO#5606-09-2024, establishing the City Council's priorities for the 89th Legislative Session by updating Exhibit A. (Staff Contact: Janalea Hembree, Assistant to the City Manager)

Item 9B was added to the consent agenda above.

10. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

- Requested Council Policy & Valuation Committee review:
 - Article II Boards, Commissions and Committees.
 - Council Policy 40 Boards Commission & Committee Appointment Process.

11. 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

- Chapter 380 and Economic Development and Performance Agreement for Public and Private Improvements in Tax Increment Financing Reinvestment Zone Number Two dated December 14, 2020, between the city of Burleson, the Burleson 4A Economic Development Corporation, the Tax Increment Financing Reinvestment Zone Number Two, and BTX Old Town, LLC
- Case 3:23-CV-00948-K, *Mark Eder v. City of Burleson* in the U.S. District Court, Northern District of Texas, Dallas Division
- First Amended 380 and Development Agreement for Public and Private Improvements in Reinvestment Zone Number Two dated September 9, 2020, between the city of Burleson, the Tax Increment Financing Reinvestment Zone Number Two, and Realty Capital Management, LLC

B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code

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

Motion was made by Adam Russell and seconded by Larry Scott to convene into executive session. **Time: 6:26 p.m.**

Motion passed 7-0.

Motion was made by Victoria Johnson and seconded by Alexa Boedeker to reconvene into open session. **Time: 6:47 p.m.**

Motion passed 6-0, with Dan McClendon not present

12. ADJOURNMENT

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

Mayor Chris Fletcher adjourned the meeting.

Time: 6:47 p.m.

Lisandra Leal
Assistant City Secretary

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development
MEETING: October 21, 2024

SUBJECT:

Consider approval of a resolution ratifying the 4A Economic Development Corporation Board's actions taken on the approval of an Amendment to the Performance Agreement between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC. for a development located at 425 SW Wilshire Blvd in Burleson, Texas (*Staff Contact: Alex Philips, Economic Development Director*)

SUMMARY:

On October 3, 2023, the Burleson 4A Economic Development Corporation approved the Performance Agreement with Foremark Development, also known as C&C Burleson, LLC to redevelop the entire 1.8 acre into a new retail building. The new building will be the home to two new to market users. In order for the site to be viable, considerable site improvements are needed. Foremark will be required to raze and clean the site including environmental cleanup, improve drainage through site, and reengineer access with a deceleration lane. Staff believes these site improvements will greatly decrease flooding, traffic impacts and clean up the aesthetics of the Wilshire corridor.

The Performance Agreement with Foremark included \$300,000 in economic incentives to help accomplish the needed site improvements.

The Amendment to the Performance Agreement will change the following terms in the Agreement:

- Recruit to the Development at least four (4) new-to-market retail, office, or restaurant tenants, with all tenants receiving a certificate of occupancy in the Development no later than December 31, 2025

As performance measures are met, Foremark would receive the following incentives:

- Upon receipt of a Certificate of Occupancy from the fourth (4th) new-to-market retail, office, or restaurant tenants in the Development, the Incentive due to Foremark shall be a reimbursement of Foremark's expenses related to Foremark's construction of the Site Improvements up to Fifty Thousand Dollars (\$50,000.00)

OPTIONS:

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

RECOMMENDATION:

Staff recommends approving the Amendment to the Performance Agreement between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC. for a development located at 425 SW Wilshire Blvd in Burleson, Texas

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

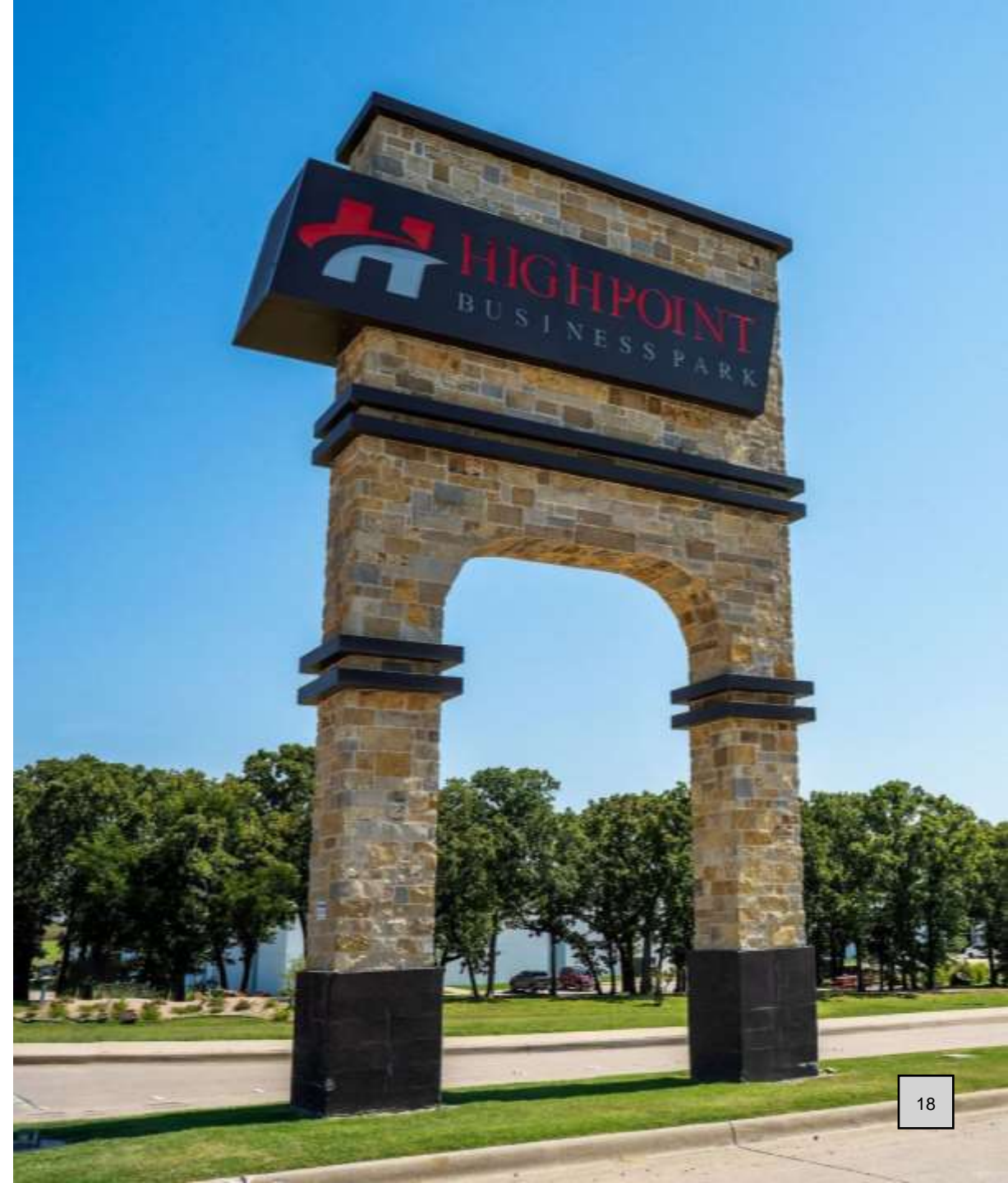
N/A

FISCAL IMPACT:

STAFF CONTACT:

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

Project Bear Claw



Foremark Development

- Approximately 1.8 acre site
- It is 1 lots that have been vacant for the last couple of years.
- Old Jose's or China King



- Developer will do the environmental and demolition of the site
- Developer is proposing 2 new to market sales tax users, dental office and a potential 3rd sales tax user.

Proposed Changes

- Developer is proposing 4 new to market sales tax users and a dental office.
 - Shipley Doughnuts – **Einstein Brothers Bagels**
 - Black Rock Coffee – No Changes
 - Brident Dental – **Mo'Bettah's Hawaiian BBQ**
 - TBD – **Tying it to a sales tax user**

Leases have been executed

- This site improvement would include the following:
 - Deceleration Lane
 - Environmental Cleanup
 - Drainage
 - Aesthetics
 - New to market users



Proposed Amendment & Incentives

- Einstein Brothers
 - 21st DFW Location
 - Lease is executed
- Black Rock Coffee
 - 6th DFW Location
 - Lease is executed
- Mo'Bettahs Hawaiian Style Food
 - 4th location in DFW
 - Lease is executed
- TBD New to Market Tenant



Incentive Proposal

- EDC to provide a cash grant of \$150,000 once the the deceleration lane is accepted and complete.
- EDC to provide a cash grant of \$150,000 once the 2nd tenant receives their Certificate of Occupancy.
- EDC to provide a cash grant of \$50,000 once the 4th sales tax tenant receives their Certificate of Occupancy.

Foremark

| Project Name | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2043 |
|---------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 20 |
| CAPEX | \$ 6,000,000.00 | \$ 6,180,000.00 | \$ 6,365,400.00 | \$ 6,556,362.00 | \$ 6,753,052.86 | \$ 6,955,644.45 | \$ 7,164,313.78 | \$ 7,379,243.19 | \$ 7,600,620.49 | \$ 7,828,639.10 | \$ 10,521,036.32 |
| Appraised Value (70% of CAPEX) | \$ 4,200,000.00 | \$ 4,326,000.00 | \$ 4,455,780.00 | \$ 4,589,453.40 | \$ 4,727,137.00 | \$ 4,868,951.11 | \$ 5,015,019.65 | \$ 5,165,470.23 | \$ 5,320,434.34 | \$ 5,480,047.37 | \$ 7,364,725.42 |
| Revenue | | | | | | | | | | | |
| Sales Tax | \$ 84,000.00 | \$ 86,520.00 | \$ 89,115.60 | \$ 91,789.07 | \$ 94,542.74 | \$ 97,379.02 | \$ 100,300.39 | \$ 103,309.40 | \$ 106,408.69 | \$ 109,600.95 | \$ 147,294.51 |
| Property Tax | \$ 30,240.00 | \$ 31,147.20 | \$ 32,081.62 | \$ 33,044.06 | \$ 34,035.39 | \$ 35,056.45 | \$ 36,108.14 | \$ 37,191.39 | \$ 38,307.13 | \$ 39,456.34 | \$ 53,026.02 |
| Expenses | | | | | | | | | | | |
| Sales Rebate | | | | | | | | | | | |
| Site Improvements | \$ (150,000.00) | \$ (200,000.00) | | | | | | | | | |
| Demo & Env. | | | | | | | | | | | |
| Annual | \$ (35,760.00) | \$ (82,332.80) | \$ 121,197.22 | \$ 124,833.13 | \$ 128,578.13 | \$ 132,435.47 | \$ 136,408.53 | \$ 140,500.79 | \$ 144,715.81 | \$ 149,057.29 | \$ 200,320.53 |
| Cumulative | | \$ (118,092.80) | \$ 3,104.42 | \$ 127,937.55 | \$ 256,515.67 | \$ 388,951.15 | \$ 525,359.68 | \$ 665,860.47 | \$ 810,576.28 | \$ 959,633.57 | \$ 2,719,671.58 |

- 10 YR Return – 274%
- 20 YR Return – 777%

Questions?

- Approve the Amendment to the Performance Agreement with C&C Burleson, LLC.
- Deny the Amendment to the Performance Agreement with C&C Burleson, LLC.



FIRST AMENDMENT TO
PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC
DEVELOPMENT CORPORATION AND – C&C BURLESON, LLC

This First Amendment to the Performance Agreement (“Amendment”) is made and entered into as of September 26 2024 by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City (“BEDC”), by and through its Board President, and C&C Burleson, LLC (“C&C”), a Texas limited liability company, by and through its authorized manager.

RECITALS:

WHEREAS, on or about October 2, 2024, the BEDC, and C&C entered into that Performance Agreement (the “Agreement,” attached hereto as Exhibit “A” and incorporated herein by reference for all purposes); and

WHEREAS, the parties desire to amend the Agreement by revising it to read as set forth below, with all other terms to remain unchanged.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Amendments.** The following amendments are hereby made to the Agreement:
 - i. Section 4.02 entitled “BEDC Participation” of Article 4 entitled “In General” of the Agreement is hereby amended by revising 4.02 to read as follows:

“4.02 BEDC Participation. The BEDC’s obligations under this Agreement shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) for all obligations set forth herein, including all Incentives. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.”
 - ii. Subsection (I) of Section 5.01 entitled “Covenants Regarding Developer Development and Operations” of Article 5 entitled “Covenants of Developer” of the Agreement is hereby amended by revising subsection (I) to read as follows:

“I. Recruit to the Development at least four (4) new-to-market retail, restaurant, or medical tenants, with all tenants receiving a certificate of occupancy in the Development no later than December 31, 2025.”
 - iii. Section 6.01 entitled “Incentives” of Article 6 entitled “Covenants and Incentives of BEDC of the Agreement is hereby amended by revising section 6.02 to read as follows:

“6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Section. The Incentives shall be a reimbursement of Developer’s expenses related to Developer’s construction of the Site Improvements in the Development not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00), payable to Developer in the incremental, scheduled amounts specified below upon completion of the following milestones:

A. Upon Substantial Completion of the Deceleration Lane, the Incentive due to Developer shall be a reimbursement of Developer’s expenses related to Developer’s construction of the Deceleration Lane up to One Hundred Fifty Thousand Dollars (\$150,000.00); and

B. Upon receipt of a Certificate of Occupancy from two (2) new-to-market retail or restaurant tenants in the Development, the Incentive due to Developer shall be a reimbursement of Developer’s expenses related to Developer’s construction of the Site Improvements or Deceleration Lane up to One Hundred Fifty Thousand Dollars (\$150,000.00); and

C. Upon receipt of a Certificate of Occupancy from a fourth (4th) new-to-market retail or restaurant tenants in the Development, the Incentive due to Developer shall be a reimbursement of Developer’s expenses related to Developer’s construction of the Site Improvements or Deceleration Lane up to Fifty Thousand Dollars (\$50,000.00).”

2. **Effect of Amendment.** All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect. Except for the terms modified by this Amendment, the parties hereby ratify the remainder of the Agreement in its entirety.

[Remainder of Page Left Blank. Signature Pages to Follow.]

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION,
a Texas economic development corporation**

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by _____, known personally by me to be the _____ of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

Notary Public, State of Texas

**C&C BURLESON, LLC,
A Texas limited liability company**

By: *Chad DuBose*

Name: Chad DuBose

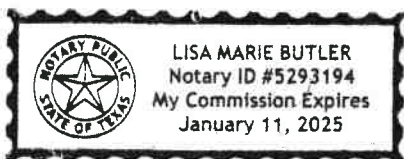
Title: Manager

Date: September 26, 2024

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on 9-26, 2024 by Chad DuBose, known personally by me to be the Mgr. of C&C Burleson, LLC, on behalf of said entity.

[Notary Seal]



Lisa Marie Butler
Notary Public, State of Texas

Exhibit "A"
The Agreement

4A100223C&CBurleson

PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION AND – C&C BURLESON, LLC

This Performance Agreement (the "Agreement") is entered into as of ^{October} ~~September~~ 2, 2023 (the "Effective Date") by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City ("BEDC"), by and through its Board President, and C&C Burleson, LLC, a Texas limited liability company ("Developer"), by and through its manager.

WITNESSETH:

WHEREAS, the City of Burleson, a Texas home rule municipal corporation ("City"), located in the counties of Johnson and Tarrant, has established a regional economic center with unique architecture in the State Highway 174 corridor ("Wilshire Corridor"); and

WHEREAS, the City desires to encourage and incentivize high quality development comprised of office, retail, restaurants, and commercial along the Wilshire Corridor to, among other things, improve drainage, site access, and walkability; and

WHEREAS, Developer is the current owner of real property in the Wilshire Corridor commonly known as 425 SW Wilshire Blvd in Burleson, Johnson County, Texas, and being more particularly described in **Exhibit A** (the "Property"); and

WHEREAS, Developer seeks to develop mixed-use facilities on the Property and greatly improve the drainage on the Property, especially along Wilshire Blvd, substantially modify the vehicular access to the Property from Wilshire Blvd, and greatly improve the walkability to and through the Property; and

WHEREAS, the Property is not owned or leased by any member of the Burleson City Council, any member of the BEDC Board, or any member of the City Planning and Zoning Commission; and

WHEREAS, the BEDC Board finds and determines the Development will contribute to an increase in economic development in the City; and

WHEREAS, the BEDC Board finds and determines that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure improvements related to streets and roads, drainage, and site improvements necessary to promote new or expanded business development and enterprises; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1.
AUTHORIZATION**

The Burleson City Council and the BEDC Board both find and determine that this Agreement is authorized by Chapters 501 and 504 of the Texas Local Government Code, and that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103.

**ARTICLE 2.
DEFINITIONS**

2.01 The terms "Agreement," "BEDC," "City," "Developer," "Effective Date," "Project," and "Property," shall have the meanings provided, above.

2.02 "Building Permit" means the permit issued by the City's building official reflecting that Developer may commence with construction of the Development in conformance with appropriate municipal codes.

2.03 "Capital Investment" means and shall include all hard and soft costs incurred relating to the Development, including actual construction costs including costs of all site preparation, environmental remediation costs, demolition costs, buildings, structures, infrastructure, utilities, landscaping and other onsite improvements, including all labor and materials, architect fees, and engineering fees but shall not include financing costs for the Capital Investments, tenant finish out costs not reimbursed by the Developer to the tenants, insurance costs, marketing costs, the purchase price of the Property, offsite improvements, or costs reimbursed to Developer by the BEDC in the form of Incentives.

2.04 "Certificate of Occupancy" means the document issued by the City certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

2.05 "City Manager" means the city manager of the City.

2.06 "Concept Plan" means the plan depicted on **Exhibit B**.

2.07 "Deceleration Lane" means the turn lane from Wilshire Blvd that allows vehicular traffic to enter the Development as depicted on **Exhibit C**.

2.08 "Development" means the removal of the existing building on the Property and the construction of a new mixed-use building(s) on the **Property** of at least 8,014 square feet, of which a minimum of 3,600 square feet will be restaurant space, to contain restaurant

and retail locations and related site improvements, including the Site Improvements, to be **constructed** in general conformance with the Concept Plan.

2.09 "Event of Bankruptcy" means the dissolution or termination of Developer's **existence** as a going business, insolvency, appointment of receiver for any part of Developer's property and such appointment is not terminated within 90 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 90 days after the filing thereof.

2.10 "Incentives" mean the combined contributions, monetary or otherwise, of the BEDC towards completion of the Development, as required by this Agreement.

2.11 "Site Improvements" means the improvements and permanent enhancements which are set forth in item numbers 3 through 7 of **Exhibit D**, which are drainage improvements, access improvements, walkability improvements, environmental remediation, and other improvements to be constructed on the Property in general conformance with the Concept Plan.

2.12 "Substantially Complete" or "Substantial Completion" with regard to the Development means that all buildings in the Development are constructed as shell buildings in conformance with appropriate municipal codes and ready for tenant finish out. The shell buildings and Development shall be constructed to such an extent that upon tenant finish out, the area finished out shall be eligible to secure full utility service, be eligible for a Certificate of Occupancy, and permit occupancy. "Substantially Complete" or "Substantial Completion" with regard to the Deceleration Lane means the date upon which the City or Texas Department of Transportation issues a Letter of Substantial Acceptance to the Developer for completion of the construction of the Deceleration Lane.

ARTICLE 3. **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate five years following the date of issuance of the first Certificate of Occupancy for the Development.

ARTICLE 4. **IN GENERAL**

4.01 The Development. It is the parties' intent to cooperate in the creation of a high-end mixed-use development comprised of desirable restaurants, retail, and commercial to enhance and compliment the Wilshire Corridor substantially in conformance with the Concept Plan set forth in **Exhibit B**. Developer will be responsible for constructing the Development, and in furtherance thereof the parties acknowledge and agree that Developer may accomplish this by hiring a general contractor to perform such

construction on its behalf, or by leasing a portion of the Property to a tenant pursuant to a ground lease, and such tenant shall then perform, or cause to be performed, such construction on that portion of the Property. The BEDC will provide the Incentives set forth in this Agreement provided Developer is in compliance with its duties and obligations set forth herein.

4.02 **BEDC Participation.** The BEDC's obligations under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) for all obligations set forth herein, including all Incentives. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.

4.03 **Exhibits.** The Exhibits to this Agreement, incorporated herein for all purposes, are as follows:

- Exhibit A – Property Description
- Exhibit B – Concept Plan
- Exhibit C – Deceleration Lane Depiction
- Exhibit D – List of Site improvements

ARTICLE 5. COVENANTS OF DEVELOPER

5.01 **Covenants Regarding Developer Development and Operations.** In consideration of BEDC agreeing to pay Developer the Incentives in accordance with the terms, provisions and conditions of this Agreement, Developer agrees to the following, which are not obligations of Developer, but are duties that must be fulfilled in order to receive the Incentives, subject to Article 12 below:

A. Design and construct the Development and Deceleration Lane in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

B. Design and construct the Development and Deceleration Lane in substantial conformance with the Concept Plan.

C. Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

D. Intentionally Deleted.

E. Complete any required zoning application and file with the City by December 31, 2023.

F. Commence construction (i.e., obtain a building permit from the City and start rough grading) on the Development and Deceleration Lane no later than April 30, 2024; provided however, the obligation by Developer to commence construction shall be abated for any period of time for delays caused by applicable governmental authorities beyond the reasonable control of Developer.

G. Substantially Complete construction of the Development and Deceleration Lane no later than December 31, 2024; provided however, the obligation by Developer described herein shall be abated for any period of time for delays caused by applicable governmental authorities beyond the reasonable control of Developer.

H. Make a minimum Capital Investment of no less than Three Million Dollars (\$3,000,000.00) in the Property and Deceleration Lane no later than December 31, 2024.

I. Recruit to the Development at least two (2) new-to-market retail or restaurant tenants, with both tenants receiving a certificate of occupancy in the Development no later than December 31, 2025.

J. Developer shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein.

5.02 Verification of Capital Investment. On or before February 15, 2025, Developer shall provide written verification to the BEDC that the Capital Investment made by Developer meets or exceeds the requirements set forth in this Agreement. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the Capital Investment made by Developer for the Development meets or exceeds the requirements of this Agreement.

**ARTICLE 6.
COVENANTS AND INCENTIVES OF BEDC**

6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Section. The Incentives shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements in the Development not to exceed Three Hundred Thousand Dollars (\$300,000.00), payable to Developer in the incremental, scheduled amounts specified below upon completion of the following milestones:

A. Upon Substantial Completion of the Deceleration Lane, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Deceleration Lane up to One Hundred Fifty Thousand Dollars (\$150,000.00); and

B. Upon receipt of a Certificate of Occupancy from two (2) new-to-market retail or restaurant tenants in the **Development**, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to One Hundred Fifty Thousand Dollars (\$150,000.00).

6.02 Verification of Completion of Milestone. Following the completion of a milestone specified in Section 6.01, Developer shall provide written notice of such completion to the BEDC and provide proof of costs reasonably satisfactory to the BEDC. Developer agrees that BEDC shall not be required to make any Incentive payment under this Agreement until such time that Developer provides such written notice and proof of costs. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the costs made by Developer for the Development meets or exceeds the requirements of this Agreement. Additionally, the BEDC may request, and Developer hereby agrees that it will permit reasonable inspection of the Property during normal business hours that permits the BEDC to verify that the improvements made by Developer for the Development meet or exceed the requirements of this Agreement. Following written notice of completion and proof of costs reasonably satisfactory to the BEDC, BEDC shall pay Developer the Incentive amount specified in Section 6.01, subject to the terms and provisions of this Agreement, within 90 days.

ARTICLE 7.

REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the BEDC to authorize the

Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

**ARTICLE 8.
AUTHORITY; COMPLIANCE WITH LAW**

8.01 Developer hereby represents and warrants to the BEDC that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

8.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

8.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City or the BEDC of such violation, plus interest at the rate the City of Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Section. This Section shall supersede any other conflicting term in this Agreement and shall survive termination of the Agreement.

8.04 Developer agrees, verifies, and certifies that it does not and during the duration of this Agreement will not:

- A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
- D. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

8.05 By executing this Agreement, Developer warrants, agrees, verifies, and certifies that to the best of its knowledge and belief, no member of City Council, City Manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the

services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.

**ARTICLE 9.
TERMINATION.**

9.01 Termination. This Agreement shall terminate at the expiration of the Term specified in Article 3 unless terminated earlier as follows:

- (a) By written agreement of the Parties;
- (b) On the date of termination set forth in a written notice provided by a Party to the other Party in the event the other Party is in default and breaches any of the terms and conditions, or fails to meet any performance conditions, of this Agreement and such default is not cured within ninety (90) days after the non-breaching Party sends notice to the breaching Party of such breach;
- (c) On the date of termination set forth in a written notice by BEDC to Developer if Developer experiences an Event of Bankruptcy;
- (d) On the date of termination set forth in a written notice by BEDC to Developer if Developer has delinquent ad valorem or sales taxes owed to the City (provided that Developer retains the right to timely and properly protest and/or contest any such taxes), and such delinquent ad valorem or sales taxes owed to the City are not paid within ninety (90) days after the BEDC sends notice to Developer;
- (e) On the date of termination set forth in a written notice by a Party to the other Party if either Party receives notice that any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or

9.02 No Additional Incentives Following Termination. In the event this Agreement is terminated by the BEDC pursuant to Section 9.01, then Developer shall not be entitled to any additional Incentive payments or other funds paid pursuant to this Agreement from BEDC and the BEDC shall have no further obligation to Developer.

9.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the BEDC pursuant to Section 9.01(b) because Developer made any false representation or provided any false documentation of investments, costs, or achievement of any milestone or requirement under this Agreement, then Developer shall within thirty (30) days of the date of termination return to the BEDC any funds received by Developer related to such false representation or report from the date of termination. The terms set forth in this Section shall survive termination.

9.04 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall BEDC be liable to Developer for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived. The terms set forth in this Section shall survive termination.

9.05 No Waiver. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the authorized representatives of the parties and approved by the City Council.

ARTICLE 10.
RIGHT OF OFFSET

Developer agrees that, subject to the provision of notice by BEDC and 90-day period following receipt of notice in which Developer may respond or act, BEDC may offset the amount of any compensation due to Developer for any calendar year under this Agreement against any amount which is: (i) lawfully due to City from Developer, and (ii) not subject to challenge by Developer in a court of competent jurisdiction.

ARTICLE 11.
VENUE AND GOVERNING LAW

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

ARTICLE 12.
FORCE MAJEURE

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced

herein, acts of God, unusually adverse weather or wet soil conditions, pandemic, or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 13.

GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include (i) a contribution or expenditure made and reported in accordance with law or (ii) payment of the Incentives.

13.02 Right of Reimbursement. Notwithstanding any other legal remedies, BEDC may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official or a BEDC employee or official.

ARTICLE 14.

ASSIGNMENT

Developer may not assign any part of this Agreement without consent or approval by the BEDC Board of Directors and ratification by the City Council.

ARTICLE 15.

INDEMNIFICATION

15.01 DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS CONTRACT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 15.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, OR THE CITY, ITS OFFICERS AND EMPLOYEES, THAT

CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer, BEDC, and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

15.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City and BEDC (including its past, present and future officers, elected officials, directors, employees and agents of the City) do not assume any responsibility to any third party in connection with Developer's construction of the Development.

ARTICLE 16.
MISCELLANEOUS MATTERS

16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

16.02 Agreement Subject to Law. This Agreement is made subject to and in accordance with the Burleson Home Rule Charter and ordinances of the City, as amended, and all applicable State and federal laws.

16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

16.04 Counterparts Deemed Original: Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written **agreement** of the parties to be attached and made a part of this Agreement.

16.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

16.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mail, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Developer: C&C Burleson, LLC
The Gild North
8350 N. Central Expressway, Suite 1313
Dallas, Texas, 75206
Attn : Chad DuBose

BEDC: Burleson 4A Economic Development Corp.
Attn: Board President
141 West Renfro
Burleson, TX 76028

With a copy to: E. Allen Taylor, Jr., City Attorney
Taylor, Oison, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, TX 76107

With a copy to: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, TX 76028

16.09 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.


16.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be

substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

- 16.11 Approval by the City Council Required. The BEDC's action to enter into this Agreement is subject to the approval of the City Council of the City of Burleson, Texas. This Agreement shall not be effective until such Agreement is signed by the parties and the City Council of the City of Burleson, Texas ratifies and approves the BEDC's action to enter into this Agreement.

[Signature pages to follow]

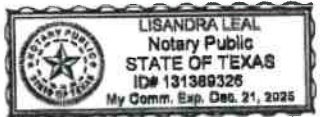
BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

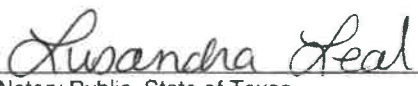
By: 
Name: Dan McClendon
Title: Board President
Date: ~~September~~ October 2nd, 2023

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on ~~September~~ October 2, 2023, by Dan McClendon, known personally by me to be the Board President of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]




Notary Public, State of Texas

C&C Burleson, LLC,
A Texas limited liability company

By: Chad DuBose

Name: Chad DuBose

Title: Manager

Date: September 26, 2023

STATE OF TEXAS
COUNTY OF Texas

This instrument was acknowledged before me on September 26, 2023 by Chad DuBose, known personally by me to be the manager of C&C Burleson, LLC, on behalf of said entity.



Lisa Marie Butler
Notary Public, State of Texas

Exhibit A

Property Description

Lot 7-C-R, Block 2, of WILSHIRE SQUARE ADDITION, an Addition to the City of Burleson, Johnson County, Texas, according to the Map or Plat thereof recorded in Volume 7, Page 58, of the Plat Records of Johnson County, Texas.

Exhibit C

Deceleration Lane Depiction

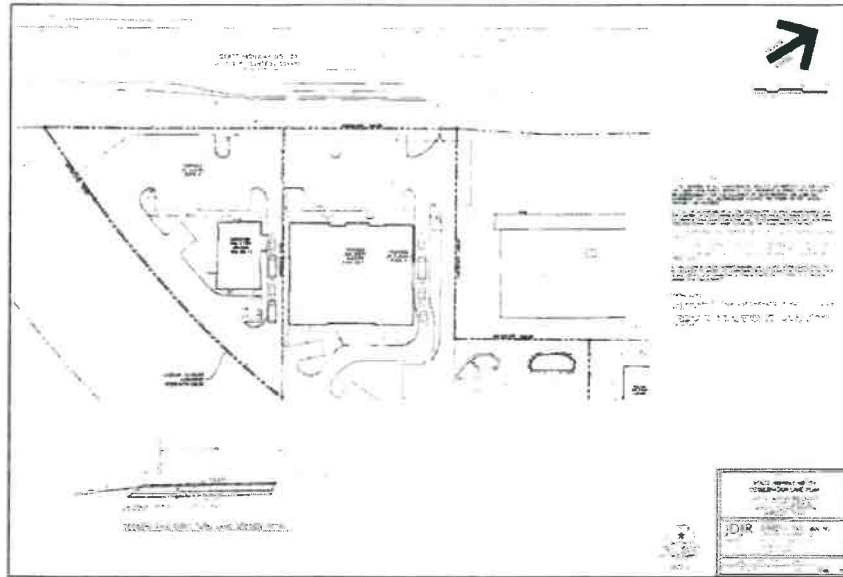


Exhibit D

List of Site Improvements



Date: July 5th, 2023
Proposal # 2313

Jernell General Contractors, LLC
14501 H. DeLoach Expressway, Suite 280
Dallas, TX 75221
(903)821-0971
jgcmll@jernellgc.com

TCG
Chad Embree
8200 N Central Expressway, # 1313
Dallas, TX 75206
(214)261-8455
Chad@tcmemba.com

JGP
1 Overlook Blvd - Civil Construction Proposal - 425 SW Wilshire Blvd

| DESCRIPTION | COST PRICE | LINE TOTAL |
|--|------------|--------------|
| 1 General Conditions (Erosion Controls Included) | | \$30,000.00 |
| 2 Demolition | | \$84,360.00 |
| 3 Earthwork | | \$170,740.00 |
| 4 Concrete | | \$442,800.00 |
| 5 Sanitary Sewer | | \$29,800.00 |
| 6 Fire, Domestic, Irrigation Water Lines, Taps, Hydrants, FDC included | | \$304,175.00 |
| 7 Storm Utilities | | \$43,750.00 |
| 8 Supervision | | \$45,000.00 |
| 9 O&M | | \$30,000.00 |

S&S Total 14,017,929.00
Incentive (15%) 600,679.00
Total 14,618,608.00

City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: October 21, 2024

SUBJECT:

Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's actions for authorization to spend \$68,640 for schematic design for a community park and associated development with Land Design. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

SUMMARY:

Land Design has been selected to create a schematic design for a community park at the intersection of Hulen and Alsbury. The scope of this project includes:

- Project Management
- Preliminary Site Due Diligence to include:
 - ALTA Survey
 - Tree Survey
 - Waters of the United States Delineation
 - Preliminary Drainage Analysis
 - Schematic Design

OPTIONS:

Approve

Deny

RECOMMENDATION:

Staff recommends approval

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

FISCAL IMPACT:

\$68,640 4A

\$68,640 4B

STAFF CONTACT:

Jen Basham
Director of Parks and Recreation
jbasham@burlesontx.com
817-426-9201



COMMUNITY PARK SCHEMATIC DESIGN

ECONOMIC DEVELOPMENT CORPORATION, OCTOBER 21, 2024

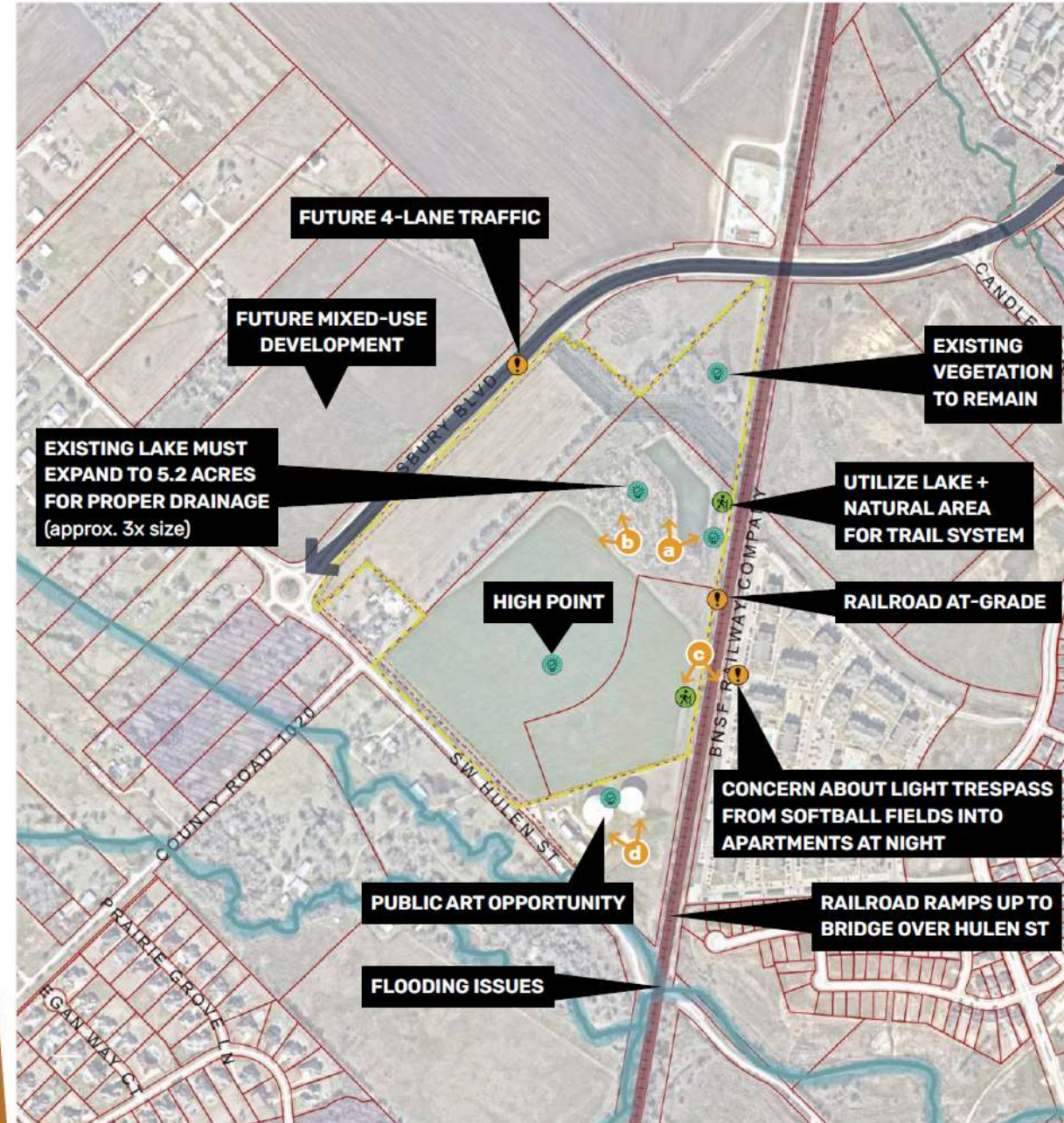
STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

BACKGROUND

THE CITY OF BURLESON IS IN THE BEGINNING STAGES OF LOOKING AT THE LONG TERM POTENTIAL FOR A 55 ACRE TRACT OF CITY OWNED PROPERTY ON THE WEST END OF TOWN.

BEGINNING IN FEBRUARY 2024 LAND DESIGN BEGAN TAKING A DEEP DIVE INTO LEARNING WHAT THE COMMUNITY WANTED TO SEE IN THIS PARK

SITE ANALYSIS + DRONE DOCUMENTATION



SUMMARY OF KEY FINDINGS

WHAT WE HEARD

The design team prepared a series of boards for the public, City staff, and stakeholders to respond to over the course of the charrette. This included three (3) activities and two (2) open-ended response questions (see right for the Activity Guide). The design team was also available in the room to answer questions and discuss residents' preferences and priorities.

The same content was used for all three audiences, with the exception of four (4) additional "Positioning Boards" with more spatial and design-related prompts that were presented at the Stakeholder Open House. **The following section summarizes the key findings, priorities, and major themes from all three Open House events, and the subsequent online Community Survey.** The numbering corresponds with the activity stations (1-6) at the Open House – see the Activity Guide to the right for information about each station.

All of the boards used during the Community Engagement phase with documented notes from the public and tallies of how many stars each image or project goal received can be found in Appendix A and B of this booklet.

approx.
120 people attended the
Public Open House
(92 people signed in)

approx.
30 people attended the
City Staff Open House

approx.
14 people attended the
Stakeholder Open House

The graphic to the right guided participants through the six (6) Open House stations and activities.

After you sign in...

- 1 PROJECT BACKGROUND + CONTEXT**
Review the Project Background board for a better understanding of how this project came to be. This board has an overview of the project process, history, and images of the site. Consultants and representatives from the City of Burleson will be available if you have any questions.
- 2 LIVE, WORK, LEARN, PLAY**
Use the colored flag pins to show us where you live, work, learn, and play on the tabletop map of Burleson. Feel free to grab a sticky note and leave us a comment if you have other thoughts to add to the map!
- 3 DRAFT VISION + PROJECT GOALS**
Review the draft vision statement and draft project goals. Place a star sticker on your TOP TWO (2) project goals. Or, write your own goal on a sticky note and place it in the "Other" circle. Feel free to provide comments on the draft vision statement, too.
- 4 IMAGE BOARD SERIES**
This activity has a series of four (4) boards with collages of imagery on each. For each board, place up to three (3) star stickers on the images that you like. You can put all three on one image, or spread them out across three different images.
- 5 WHAT OTHER COMMUNITIES, PARKS, + PLACES SHOULD WE RESEARCH?**
The team is compiling a list of great places to research and use as examples for the new community space. What places do we need to know about before designing? Why is it great? Write your answer on a sticky note and place it on the board.
- 6 WHO ELSE DO WE NEED TO REACH OUT TO?**
A successful community space will require input from all types of people in Burleson, what organizations, community leaders, or groups do you think are important to contact during the design process? Or, who do you represent? Write your answer on a sticky note and place it on the board.

Your input is invaluable as we begin to define the future of this community space. Thank you for your time and feedback.

ACTIVITY GUIDE

THE BIG IDEA

The community engagement process and site analysis informs the Big Idea for the new community space. Much of the feedback indicated that the community wants to balance civic and social uses with places to recreate and be with nature. **Connectivity was a key theme that emerged** – providing opportunities to connect to nature, connect families internally through multigenerational programming, create spaces that inspire new social connections to friends and the larger community, and bridge the gap between citizens and local government through civic and educational resources.

The Program

A general program of elements was developed based on public, City staff, and stakeholder input. All of the site plan concepts include these elements in different configurations:

- Three (3) softball fields
- Sports courts (pickleball and tennis)
- Community park/civic commons
- Space for community events (min. 4 AC for 8,000 people)
- Inclusive nature playground
- Lake access
- Walking paths and trails
- Environmental reclamation area
- Dog park
- Bandstand/stage
- Food truck rodeo
- Civic uses
- Commercial and retail (food and beverage)
- Shared parking lots (min. 1 space per 200 sf of retail/commercial, min. 30 spaces)
- New street with entrances on Alsbury Blvd and Hulén St



Project Goals

Mobility, vibrancy, and health and well-being were the top 3 goals, as identified by survey respondents. These three goals are consistent with Open House respondents, indicating a general consensus from members of the community.

Passive and active play was ranked higher than civic and retail uses on the site, according to the survey. Although this question was not asked directly at the Open House, a preference and general excitement for passive and active spaces was a recurring theme from the community at the in-person events.

RANKING

- 1 OH
- 1 CS



MOBILITY

PROVIDE TRAILS + SEAMLESS PEDESTRIAN CONNECTIVITY. MINIMIZE TRAFFIC.

RANKING

- 2 OH
- 3 CS



HEALTH + WELL-BEING

SUPPORT THE COMMUNITY'S MENTAL, EMOTIONAL, + PHYSICAL HEALTH

RANKING

- 3 OH
- 2 CS



VIBRANCY

CREATE AN ACTIVE COMMUNITY HUB THAT ENCOURAGES PLAY, SOCIALIZATION, + PARTICIPATION

How do survey respondents want to play?

Overlaps from the different audiences include play spaces, pickleball, walking paths, and botanical gardens.



Top Active Recreation

OH RANKING

- 1 Play spaces
- 2 Pickleball
- 3 Group fitness

CS RANKING

- 1 Play spaces (58%)
- 2 Splash pad (47%)
- 3 Pickleball (44%)

Top Passive Recreation

OH RANKING

- 1 Walking paths/trails
- 2 Fishing
- 3 Botanical garden

CS RANKING

- 1 Walking paths/trails (75%)
- 2 Botanical garden (65%)
- 3 Nature play (49%)

How do survey respondents want to gather?

Seating areas are a key priority for all audiences, as well as some form of market retail. Special performances and other social events that bring the community together ranked in the median range in the Community Survey, but still identified as important.

Top Gathering Spaces

OH RANKING

- 1 Tranquil seating areas
- 2 Seating by the water
- 3 Bandstand

CS RANKING

- 1 Picnic area (63%)
- 2 Farmer's market (63%)
- 3 Seating by the water (61%)

SCOPE OF THE PROJECT

| DESCRIPTION | PHASE (S) | FEE |
|--------------------------------|-----------|----------|
| Preliminary Site Due Diligence | 100 | \$14,500 |
| ALTA Survey | 110 | \$10,500 |
| Topographic Survey | 120 | \$14,700 |
| Tree Survey | 130 | \$10,800 |
| Waters of the US Delineation | 140 | \$4,500 |
| Preliminary Drainage Analysis | 150 | \$29,800 |
| Schematic Design | 160 | \$65,000 |

Total Contract \$124,800
 Contingency \$12,480
 Total Funding \$137,280
 Split between 4A and 4B
 4A-\$68,640
 4B-\$68,640

Next Steps

Once this contract is executed the schematic design will allow in house staff to begin activating the site.

The initial activation will include:
Entry drive access from Hulen

Phase I of parking

Temporary Softball fields at the permanent placement to allow the community to begin practicing on site

Drainage and pond improvements

Natural trails



4B Capital Projects Plan

FY 2025-2029

October 2024 Update



| Project # | Project Name | 2025 | 2026 | 2027 | 2028 | 2029 | Total Per Project (FY25-29) |
|-----------|-----------------------|-------------|-----------|------------------------|-----------|-----------|-----------------------------|
| PK2405 | BAILEY LAKE | | | \$498,750 | | | \$498,750 |
| NEW | BARTLETT | | | | \$420,000 | | \$420,000 |
| NEW | CENTENNIAL | \$525,000 | | | | | \$525,000 |
| NEW | CHISENHALL | | | | | \$336,000 | \$336,000 |
| NEW | HEBERLE | | | | \$336,000 | | \$336,000 |
| NEW | MISTLETOE HILL | | | \$585,000 | | | \$585,000 |
| NEW | BATHROOM ADDITIONS | | \$157,500 | | \$162,225 | | \$319,725 |
| PK2410 | CHISENHALL FIELD TURF | \$2,205,000 | | | | | \$2,205,000 |
| NEW | ADULT SOFTBALL FIELDS | \$2,163,000 | | \$2,163,000 | | | \$2,163,000 |
| PK2103 | SHANNON CREEK PARK | \$1,881,675 | | | | | \$1,881,675 |
| PK2311 | COMMUNITY PARK | \$540,750 | \$540,750 | | | | \$540,750 |

| Project # | Project Name | 2025 | 2026 | 2027 | 2028 | 2029 | Total Per Project (FY25-29) |
|-----------|---|--------------------|------------------|--------------------|------------------|--------------------|-----------------------------|
| NEW | REPLACE ROOF | | | | | \$1,200,000 | \$1,200,000 |
| NEW | ADDITION OF DRY SAUNA | | \$422,940 | | | | \$422,940 |
| NEW | REPLACEMENT OF ENTRY MONUMENT SIGN | | | \$38,955 | | | \$38,955 |
| NEW | GREENS RESURFACE (ALL 18) (REMOVE AND REPLACE TOP 6' OF MATERIAL) | | | \$417,375 | | | \$417,375 |
| NEW | POND RENOVATION BENTONITE/FOUNTAINS (4,5,15) | | | \$94,685 | | | \$94,685 |
| NEW | GREEN RIBBON DESIGN | \$90,000 | | | | | \$90,000 |
| | FUNDING NEEDED | \$7,405,425 | \$580,440 | \$1,634,765 | \$918,225 | \$1,536,000 | \$12,074,855 |

4B Capital Projects Plan FY 2025-2029



TIMELINE

Begin Design-November 2024

Complete Schematic-February 2025

Bid-March 2025

Construct-April 2025

Open-August 2025



VICINITY MAP

[KEY]

- 1 | INCLUSIVE LAKEFRONT NATURE
- 2 | SOFTBALL FIELDS
- 3 | SPORTS COURTS
- 4 | ENVIRONMENTAL RECLAMATION #
- 5 | PROPOSED SHANNON CREEK PAR
- 6 | CIVIC PLAZA
- 7 | WATER TANK FEATURE
- 8 | WAKEFIELD HEIGHT PARK
- 9 | COYOTE LOOP FAMILY TRAIL
- 10 | PRAIRIE TIMBER PARK
- P | FUTURE PARKING
- E | SITE ENTRANCE

DIRECTION

Recommend Approval

Recommend Denial



OCTOBER 17, 2024

**AGREEMENT FOR
PROFESSIONAL SERVICES**

ALSBURY AND HULEN COMMUNITY PARK SCHEMATIC DESIGN

CITY OF BURLESON
LandDesign PN: 8524106

This Agreement is made and entered into as of the _____ day of _____, 20____, by and between City of Burleson (the “Client”) located at 141 W. Renfro Street, Burleson, TX 76028 and LandDesign, Inc. (the “Consultant”) located at 5217 Alpha Road, Suite 140, Dallas, TX 75240.

The Client desires to retain the services of the Consultant to provide survey, civil engineering, and landscape architecture for the Client’s Alsbury and Hulen Community Park (the “Project”) pursuant to the terms and conditions herein.

ARTICLE 1: CONSULTANT’S RESPONSIBILITIES

1.1 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by like professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly process of the Project. Consultant does not guarantee a schedule for an approval process and will not be responsible for delays attributable to any review agency. Consultant agrees to provide complete and timely responses to any comments by any reviewing agency, to the extent that the comments relate to the Consultant’s services.

1.2 Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project. Consultant shall use a sufficient number of competent, qualified and experienced employees in connection with carrying out its responsibilities under this Agreement.

1.3 Consultant shall reasonably cooperate with the Client’s consultant(s) and shall provide said consultant(s) with such information, upon written request, as may be deemed reasonable, but only to the extent that providing the requested information does not conflict with any of the terms and conditions of this Agreement or otherwise compromise the Consultant’s services. Consultant (a) shall have no responsibility for any act, error or omission arising from any service provided by any consultant retained by the Client and (b) shall not be responsible for the accuracy or completeness of any work provided by the Client’s consultants. The Client shall require that its consultants be professionally licensed and be covered under professional liability insurance and shall further require that they sign and seal their own design documents where applicable.

1.4 Consultant shall employ professional care to provide its services in compliance with all applicable locale, state and federal laws, ordinances, codes, rules and regulations pertaining to its services.

ARTICLE 2: CONSULTANT’S BASIC SCOPE OF SERVICES

2.1 Consultant’s Basic Services consist of those described in Scope of Services (the “Scope of Services”), as well as any services set forth in this Agreement. The Scope of Services are annexed hereto as Exhibit “A” and incorporated herein. All references to the Agreement shall also include all terms and conditions in the Scope of Services. For the purpose of this Agreement, any schematic design documents, construction documents and any other drawings, specifications and documents prepared by the Consultant pursuant to this Agreement shall be referred to as the “Consultant’s Documents”.

2.2 Consultant is entitled to compensation for services (if any) provided by the Consultant for the Project prior to the date of the Agreement (“Pre-Agreement Services”). Consultant shall be compensated for Pre-Agreement Services at the rate(s) set forth in this Agreement.

2.3 Consultant shall not be responsible for a Client’s directive or substitution made without the Consultant’s written approval.

2.4 Any service requested by the Client and/or provided by the Consultant which is not otherwise described as a Basic Service in the Agreement and/or is an Additional Service, for which the Consultant is entitled to compensation at the rates set forth in the Agreement and paid by the Client, in addition to, and in the same manner as, the compensation for the Basic Services.

2.5 Site visits, if required, are for the purpose of becoming generally familiar with the process and quality of the portion of the completed work only, and to determine, in general, if that work, when fully completed, will be in accordance with the Consultant’s Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for any defect or deficiency in the work created by a contractor. The Consultant’s site visits, if required, and this section of the Agreement shall be limited to completed work specified in the Consultant’s Documents.

2.6 Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for any contractor’s failure to perform its work in accordance with the requirements of the Consultant’s Documents. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, its subcontractors, or of any other persons or entities performing any portion of the work.

2.7 Consultant’s review of any submittal, including, but not limited to, shop drawings, if required, shall be the limited purpose of checking for conformance with the design intent of the Consultant’s Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Nor shall Consultant’s review constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The accuracy of dimensions, quantities, installation and performance of equipment or systems, means and methods for execution shall be solely the contractor’s responsibility.

2.8 Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

2.9 Consultant and its subconsultants shall not be responsible for any cost or expense associated with (a) any latent defect(s) in any existing structure, or (b) any other existing conditions of the Project, or on the Project’s property, which was not readily apparent or which could not have been visually verified at the start of the Project without uncovering any system or member or without utilizing other invasive or destructive means.

2.10 Consultant shall not be responsible for, amongst other things, waterproofing specifications and design, wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers, environmental assessments, easement acquisitions, soil borings and condemnation maps and exhibits. The items identified under Section 2.10 are not intended to be, nor are they, an exhaustive list of work excluded under this Agreement. Section 2.10 does not modify work which shall be considered Additional Services under Section 2.4.

ARTICLE 3: CLIENT'S RESPONSIBILITIES

3.1 The Client will work cooperatively with Consultant to bring the Project to a successful conclusion, and will timely provide Consultant with all complete and accurate information regarding the Project requirements including budget, schedule and any landlord/owner or building requirements.

3.2 Client will provide all information regarding the requirements of the Project, including Client's objectives, schedule, criteria, budget and site requirements, as well as geotechnical investigation surveys to describe physical characteristics, soil capacity, legal limitations and utility locations of the Project site, to the extent necessary for the Consultant to carry out its services.

3.3 Prior to the commencement of detailed planning, the Client will provide Consultant with a complete written list of any requirements to be considered and included in the Consultant's Documents.

3.4 The Client designates _____ as its representative authorized to act on the Client's behalf with respect to the Project. The Client, through its authorized representative, will examine all Consultant's Documents and other documents submitted by Consultant and render all decisions promptly to avoid unreasonable delay in the progress of the services or Project schedule.

3.5 Client will provide Consultant prompt written notice if it becomes aware of any development that affects the scope or timing of the services or observes or otherwise becomes aware of any fault or defect in the Project, deficiency in the services of Consultant or nonconformance with the contract documents and/or Consultant's Documents.

3.6 Client agrees that Consultant and its subconsultants shall have no liability arising out of any changes or substitutions from the Consultant's Documents allowed or authorized by the Client that were not previously approved in writing by Consultant.

3.7 Client will, at its own expense, retain the services of all consultants, as required by the scope of the Project, and will provide tests, inspections, and special inspections and reports required by law or by the contract documents. Consultant shall have no responsibility for errors, omissions or other deficiencies in the services of any of the Client's consultants, design professionals or design-build contractors, rendering design, engineering or related services, and Consultant shall be entitled to rely on the sufficiency, accuracy and completeness thereof and the compliance of the documents and services furnished by them with all applicable laws, codes, ordinances, rules and regulations. Consultant shall have no responsibility to review or verify any of the computations or designs provided by the Client's consultants, design professionals or design-build contractors, and Consultant's sole responsibility in connection with the service of such other consultants, design professionals or design-building contractors shall be to reasonably cooperate with the Client's consultants in accordance with Section 1.3.

3.8 Client shall hold harmless the Consultant for any conflicts or changes required in design or construction resulting from discrepancies between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of Consultant.

3.9 Client shall be responsible for all costs associated with permit approvals and construction of the facilities designed under this Agreement.

ARTICLE 4: COMPENSATION & REIMBURSABLE EXPENSES

4.1 Client's compensation and reimbursable expenses shall be paid by the Client to Consultant pursuant to the rates, payment schedule and terms set forth in the Fees, annexed hereto as Exhibit "B". Absent agreement to the contrary, billing for contracts shall be on a monthly basis. Client shall make payment in accordance with Chapter 2251 of the Texas Government Code.

ARTICLE 5: INSURANCE & INDEMNIFICATION

5.1 Consultant shall maintain the following minimum insurance for the duration of this Agreement. Consultant represents that it will pay all associated deductibles and premiums and provide the Client with certificates evidencing such insurance coverage, upon request.

- i. General Liability insurance policy limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Automobile Liability insurance policy limits of One Million Dollars (\$1,000,000) combined single limit.
- iii. Umbrella/Excess Liability insurance policy limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.
- iv. Workers' Compensation insurance policy limits of One Million Dollars (\$1,000,000) each accident, each employee and policy limit.
- v. Professional Liability insurance covering liability of Consultant arising out of its negligent acts, errors or omissions in the rendering of professional services in the amount of Three Million Dollars (\$3,000,000) per claim and in the aggregate.

5.2 This section is intentionally omitted.

5.3 This section is intentionally omitted.

5.4 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Consultant, or any entity or individual retained by the Consultant in connection with the Project.

5.5 This section is intentionally omitted.

5.6 This section is intentionally omitted.

5.7 The indemnity provision set forth in Section 5.4 shall survive the termination of this Agreement.

5.8 It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not submit Consultant's partners, members, individual employees, or their respective heirs and assigns to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that any claim, demand or suit arising out of or relating to the Project or the services provided under this Agreement shall be directed and/or asserted only against Consultant, and not against any of Consultant's partners, members, individual employees, or their respective heirs and assigns. The Client expressly waives any claim it has or may claim to have against any and all such individuals.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 This Agreement may be terminated by either party upon at least seven (7) days' written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by

Consultant. In the event of the Client's failure to substantially perform, Consultant may elect to suspend all of its services until the Client's failure is cured and all amounts due prior to the suspension, plus and expenses incurred on account of the interruptions and resumption of services, are fully paid. Consultant shall not be liable for any delay or damages resulting from such suspension of services.

6.2 The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to perform its payment obligations under this Agreement shall result in the following (at Consultant's sole election):

- i. When sums due and owing under a Consultant invoice are 60 or more days past due, any duty or obligation on the part of Consultant to submit any of Consultant's Documents to a governmental entity or other authority having jurisdiction (an "AHJ Submittal") shall cease. Client understands and agrees that Consultant shall not submit any AHJ Submittal if Client is not in compliance with its payment obligations under this Agreement.
- ii. Consultant shall endeavor to advise Client no less than two weeks prior to the deadline for an AHJ Submittal that sums due and owing to Consultant are 60 days or more past due and that the AHJ Submittal will be delayed if Client fails to meet its payment obligations prior to the deadline for the AHJ Submittal. Notwithstanding the foregoing, nothing contained within this Subsection 6.2.ii shall obligate Consultant to provide additional notice to Client of Client's failure to perform its payment obligations, other than Consultant's usual and ordinary periodic submission of invoices and account statements to Client.
- iii. When sums due and owing under a Consultant invoice are 120 or more days past due, Consultant, at its sole election, shall suspend all of its services until the Client's payment failure is cured and all amounts due prior to the suspension, plus any expenses incurred on account of the interruptions and resumption of services, are fully paid.
- iv. Consultant shall notify Client of its intent to suspend its services not later than 7 days prior to exercising its election to suspend its services pursuant to this Subparagraph.
- v. In the event that Client fails to meet its payment obligations 30 days after suspension of Consultant's services, Consultant shall (at its sole election) terminate this Agreement.

6.3 Client acknowledges that the Consultant's fees set forth in this Agreement contemplate prompt commencement by Consultant of the work to which such fees relate. Accordingly, Consultant shall have the right to terminate the Agreement should Client not authorize Consultant to promptly commence and complete performance of the work to be performed by Consultant. Consultant further reserves the right to renegotiate its fees if the work is not completed within two years from the date of this Agreement.

6.4 If any portion of the Project or the services is stopped or suspended for more than thirty (30) days in the aggregate, Consultant may terminate this Agreement upon seven (7) days' written notice to the Client.

6.5 If the Client suspends the Project, Consultant shall be compensated for services performed prior to notice of such suspension. When Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.

6.6 The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Client's convenience and without cause.

6.7 In the event of termination of the Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 7: OWNERSHIP AND USE OF DOCUMENTS

7.1 The Consultant's Documents, including those in electronic form, prepared by Consultant and its subconsultants are for use solely with respect to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Documents, and retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Documents for the limited purposes of constructing, completing, using and maintaining the Project. Client's compliance with its payment obligations under this Agreement is a condition precedent to the existence of the non-exclusive license in the Consultant's Documents and said license shall terminate immediately in the event that Consultant suspends its services pursuant to Subsection 6.2.iii of this Agreement.

7.2 In the event this Agreement is terminated by either party, whether for convenience or for cause, the license to use the Consultant's Documents shall likewise terminate unless and until a licensing fee is paid by the Client to Consultant as compensation for Client's continued used of Consultant's Documents after termination of the Agreement.

7.3 The Client shall not use the Consultant's Documents for the completion of this Project without fully compensating Consultant pursuant to the terms of this Agreement. The Client shall not use the Consultant's Documents for future additions or alterations to this Project or for other projects unless Client obtains the prior written consent of Consultant and its subconsultants. Any unauthorized use of the Consultant's Documents shall be at the Client's sole risk and without liability to Consultant and its subconsultants and Client agrees that Consultant will not have any liability for any use of, revision to or deviation from the Consultant's Documents occurring subsequent to Consultant's completion of services under this Agreement or earlier termination in accordance with the terms of this Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold Consultant and its subconsultants harmless from any claims, actions, damages, judgment or expense, including reasonable attorneys' fees, resulting from or relating to the Client's unauthorized use or deviation from the Consultant's Documents.

7.4 Should Client, Client's consultants or contractors or their respective subconsultants or subcontractors (of whatever tier, the "Requesting Party) request to use of Consultant's electronic files for convenience in performing services or work on the Project, Consultant will provide those electronic files within a reasonable time of receipt of an "Electronic Files Release Agreement" executed by the Requesting Party.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 This Agreement, together with the Scope of Services, annexed hereto as Exhibit "A", and with the Fees, annexed hereto as Exhibit "B", represents the entire and integrated agreement between Client and Consultant, supersedes all prior negotiations, representations or agreements (either oral or written) between Client and Consultant and may be amended only by written instrument signed both Client and Consultant.

8.2 Consultant shall have the right to photograph, publicize or promote its relationship to the Project and to include representations of its design of the Project among Consultant's promotional and professional materials.

8.3 Neither party shall assign this Agreement or any part hereof without prior written consent of the other party, which approval shall not relieve the assigning party from any of its obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the

successors and permitted assigns to the parties hereto.

8.4 This Agreement shall be governed by, and construed in accordance with the law of the State of Texas, United States of America.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Client or Consultant.

8.6 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, first-class certified or registered mail, postage pre-paid, return receipt requested, addressed as follows (or to such other address or individual as either party may specify from time to time by written notice in the manner provided in this section).

a. If to Consultant, addressed to:

LandDesign, Inc.
PO Box 36959
Charlotte, NC 28236
223 N. Graham Street (28202)

b. If to Client, addressed to:

City of Burleson
141 W. Renfro Street
Burleson, TX 76028

8.7 Client and Consultant agree that any dispute arising from this Agreement shall be brought in the appropriate State or Federal Court located in the State of Texas, which shall have exclusive jurisdiction of said dispute.

8.8 In the event any provision of this Agreement if found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

8.9 In the event either party is required to enforce this Agreement, in court or otherwise, the prevailing party shall be entitled to recovery of its attorneys' fees and costs.

This Agreement was entered into as of the day and year first written above.

LANDDESIGN, INC.

BY: _____ **DATE:** _____
Brian Dench for LandDesign, Inc.
Principal

CITY OF BURLESON

BY: _____ **DATE:** _____
Tommy Ludwig, City Manager

EXHIBIT A
SCOPE OF SERVICES

Based on the Request from City staff during a meeting on September 19, 2024, the Consultant shall provide survey, civil engineering, and landscape architecture services for the preparation of the Schematic Design for the Alsbury and Hulen Community Park. The Schematic Design will be based upon the City approved park master planning that was previously completed by the Consultant. The Consultant shall work collaboratively with the City to develop the Schematic Design package.

PROJECT MANAGEMENT

The Consultant is committed to providing the City with a dedicated team for this and each additional assignment under the long-term relationship.

For overall project administration, Heth Kendrick shall serve as the primary point of contact, with the City's Project Manager (PM), marshalling the expertise and resources needed through all project phases. Consultant anticipates employing a dedicated, core team of individuals:

- Project Manager / Point of Contact - Heth Kendrick
- Civil Engineering Expertise - Brian Dench
- Project Designer(s) – Mix of Designers

This size and mix of team skills has been found ideal for these types of collaborative efforts, with additional supporting staff brought in for specific project elements (surveying, environmental, etc.) as needed. The Consultant is a multi-disciplinary firm offering planning, landscape architecture, and civil engineering, which is a differentiator that has proven to be of great value to the Consultant's Clients.

SUB-CONSULTANTS

In addition to the Scope of Services described below, the following are other team members that may be required for the project:

- A. Architect.
- B. Land Use Attorney.
- C. Geotechnical Engineer.
- D. Traffic Engineer.
- E. Dry Utility/Underground Utility Location Consultant.
- F. Sustainability/Renewable Energy Consultant.
- G. Noise Consultant.
- H. Structural Engineer.
- I. MEP Engineer.

The City shall be responsible for providing other sub-consultants which may be required for the Project. If the City desires the Consultant to procure and manage subconsultants to provide these design services, then a 10% mark-up will be added to subconsultant fees.

The Consultant shall coordinate with the City to ensure that the work prepared by subconsultants is fully coordinated, however, the Consultant is not responsible for the work prepared by subconsultants provided by the City.

I. PRELIMINARY SITE DUE DILIGENCE

PHASE 100

Consultant shall perform a due diligence review and coordinate with City staff regarding the proposed development. The goal of this phase is to review and coordinate items which may affect the development of the property. This phase will include, at a minimum, the following:

- A. Review of civil and landscape related development standards.

- B. Review of parks related design guidelines and materials.
- C. Review of site access for the property.
- D. Review of fire department access requirements.
- E. Review of design requirements for the on-site retention/detention pond.
- F. Review existing City utility locations and identify any required offsite improvements and identify connection locations.
- G. Review of existing JCSUD water mains in the vicinity of the property.
- H. Review of floodplain maps to review if limits are associated with the tracts.
- I. Attend a Pre-Design review meeting with the City staff to review and coordinate the anticipated Schematic Design of the property.
- J. Attend a Pre-Design Review meeting with JCSUD and City Engineering staff to review and coordinate water service to the proposed development.

II. ALTA SURVEY

PHASE 110

ALTA/ACSM Land Title Survey of the 52.7+/- acre tract- Surveyor will provide the necessary field and office services to provide ALTA/NSPS Land Title Survey. This survey will conform to the current 2021 Optional Table "A" Items 1, 2, 3, 4, 7a, 7b1, 8, 11b, 13, 14, 16, 19 (1,000,000.00). Zoning and/or setback lines will be shown/noted per provided information or report. This survey scope does not include a tree survey and/or platting. Current title report for these properties shall be provided to surveyor by the City. Surveyor is not responsible for abstracting the subject properties. Review of any oil, gas, and mineral leases, or rights as located within a current title commitment are beyond the scope of this contract and will not be reflected or noted on the final survey.

III. TOPOGRAPHIC SURVEY

PHASE 120

Surveyor will prepare a design Topographic Survey on a 50'x50' grid of the subject 52.7+/- acre tract with all data referenced to NAVD 88 Vertical Datum, 2001 Adjusted. This survey will locate all visible on-site improvements, wet and dry utilities with invert elevations where accessible, and the limited information for the adjoining roadways. Included will be locations of underground utilities per markings as resulting from a "ONE CALL" request. Underground City utilities will be shown as a "best fit" of surface features per provided utility plans. Surveyor will establish a minimum of two (2) horizontal and vertical control points for the project. These points will be project specific and of a nature and placement to generally last for the project duration. This survey scope does not include a tree survey and/or platting.

IV. TREE SURVEY

PHASE 130

Surveyor will provide the necessary field and office services to complete the minimum work to provide the location, species (common name), caliber size, and tags on all trees six (6) inches and up. These services also include the services for a licensed arborist to review and confirm tree identifications. ALTA Boundary and topographic survey services are not included in this scope of services.

V. WATERS OF THE UNITED STATES DELINEATION

PHASE 140

Consultant will provide professional services to delineate all waters of the United States, including wetlands, within the project site. The wetland ecologist will delineate the jurisdictional limits of the streams based on 33 Code of Federal Regulations (CFR) 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and any current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) that is capable of sub-meter accuracy. After the delineation is completed, Consultant will digitize these Waters of the United States for planning purposes, impact calculation, and illustration purposes. This delineation will be provided for inclusion in the engineering plans to avoid and minimize impacts to Waters of the United States (if any are

present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and a delineation map. The conclusion of this report will detail why any water features on the site are or are not considered Waters of the United States.

VI. PRELIMINARY DRAINAGE ANALYSIS

PHASE 150

Consultant will provide the following:

1. Data Gathering – Obtain publicly available data relevant to the project including GIS, aerial topographic, soil, land use data, as well as plans and topographic survey data. City to provide available digital data of the Shannon Creek Master Drainage Study.
2. Site Visit – Complete a site visit to review in situ H&H parameters.
3. Hydrologic Modeling – Update and revise the hydrologic models, using the Shannon Creek Master Drainage Study as a base for the 5-year and 100-year design events. Modeling will include existing conditions, proposed conditions, and fully developed conditions. Initially, Consultant will provide two (2) options for the onsite detention pond, one (1) that matches the Client's proposed park concept as well a second concept that provides additional detention to potentially reduce overall watershed peak discharges. Based on City feedback, one of the above concepts will be selected and updated for the remainder of the study. As needed, provided recommendations for updates to the project hydrologic drainage areas to meet design criteria.
4. Hydraulic Analysis – Prepare a hydraulic analysis to represent onsite drainage channel. Based on hydraulic output and flow patterns of the analysis, provide recommendations for the pond spillway configuration and the anticipated pedestrian trail crossings.
5. H&H Updates – Based on feedback from City, make up to two (2) revisions to Consultant's recommended improvements. Additional revisions may be provided as an additional service and fee.
6. Preliminary Flood Study – Prepare a brief report summarizing the drainage analysis and results.
7. Client Coordination – Responding to comments regarding the analysis. Respond to up to two (2) sets of comments.
8. Meetings –Attend up to four (4) teleconferences at City's request.

VII. SCHEMATIC DESIGN

PHASE 160

- A. The Schematic Design Plans shall depict a more detailed plan of the City approved conceptual Alsbury and Hulen Community Park layout at an appropriate scale and will include access drives network, the location/extent of parks and recreation uses, conceptual concession/restroom building footprints (provided by City), driveways/parking, open space areas and trail network, conceptual grading, preliminary utility layouts, and preliminary drainage/pond layouts.
- B. The Schematic Design Plans may include, but is not limited to, the following:
 - i. Dimensional Control Plan including, but not limited to, vehicular parking and pedestrian circulation dimensions.
 - ii. Conceptual Mass Grading Plan.
 - iii. Diagrammatic Public Water, Sanitary Sewer, and Drainage Plan.
 - iv. Preliminary Pond Layout Plan.
 - v. Conceptual Landscape Plan.
 - vi. Materials Plan including, but not limited to, hardscape, site furnishings, and site lighting. Lighting locations shall be placed for aesthetic purposes only and not based

on photometric calculations.

2. Attend one (1) meeting with the City for detailed review of Schematic Design Plans. It is assumed all meetings shall be held via conference call or held in the Dallas-Fort Worth area. Attendance for additional meetings requested by the City shall be considered an additional service at an additional expense as listed in the Meetings phase.
3. Based on City input and feedback, the Consultant shall make minor revisions to the Schematic Plans. The revised deliverables submitted to the City shall conclude the design process for this scope of work.

ADDITIONAL MEETINGS

PHASE 070

Attendance for additional meetings and Scope of Services outside of those listed within this agreement and requested by the City shall be considered an additional service at an additional expense. These meetings/services shall be billed at an "hourly rate" at a cost per professional as defined in Attachment B. It is assumed all meetings shall be held via conference call or held in the Dallas-Fort Worth area.

EXCLUSIONS

1. Additional design fees shall be required to advance specific areas as needed at a detailed site plan level than provided in Schematic Design. This includes detailed site design at a smaller scale, such as 20-scale (or other appropriate), as well as design documents (DD and CDs).
2. Change of Scope of Services.
3. Site permits are not included at this time.
4. Any community engagement services.
5. Rezoning and Entitlements.
6. Economic Development documentation and assistance.
7. Design modifications required by City after delivery of the SD Plans.
8. Photometric study.
9. Irrigation design or considerations.
10. Consultant will not contact manufacturer / fabricator / supplier for unit costs.
11. Consultant will not place site furniture / material orders to manufacturer / fabricator / supplier.
12. Design, demarcation, and survey and coordination of private utilities.
13. Geotechnical and pavement design services.
14. Design / study of off-site public roads/utilities.
15. Survey services for platting, separate instrument easements, construction staking, etc.
16. Tree mitigation and preservation plans.
17. Division 2 spec writing and/or project specification manual.
18. Site regulatory signage and/or sign plan requiring legislative approvals (i.e., wayfinding, entrance/monument, and information signage).
19. Building/signage permits.
20. Water Quality Analysis / Impact Assessment.
21. Water Distribution Modeling.
22. Coordination / exhibits / negotiations with offsite property owners related to road dedications and easements.
23. Offsite Letters of Permission.
24. Coordination with adjacent railroad company representatives.
25. Design Guidelines.
26. Vision Books and post-production documentation.
27. Noise Studies.
28. Architectural, structural, and MEP Engineering services.
29. Environmental Consulting (LEED, Energy Star, etc.).
30. Endangered Species Act Determination.
31. Preliminary quantities and determination of an opinion of probable cost.
32. Coordination, relocation, and abandonment of existing on-site private utilities and easements.
33. Vertical soft digs and subsurface utility location services.

34. Formal drainage study, downstream assessment, CLOMR/LOMR.
35. Capacity analysis for existing public / private roadways, sanitary sewer, water, and stormwater infrastructure.
36. Wetland survey and/or permitting with the US Army Corps of Engineers.
37. Environmental assessments, if required.
38. Assistance with acquiring or abandoning easements or right-of-ways, if required.
39. Private dry utilities design review and coordination for proposed improvements.
40. Civil engineering/landscape architecture design development and construction plans.
41. Traffic Impact Analysis (TIA) and traffic signal study/plans.
42. Revit Modelling.
43. Water features preliminary design.
44. Illustrative renderings associated with the Schematic Design Plans.
45. Project Marketing and Branding.
46. Drone mapping and aerial photography services.

EXHIBIT B

FEES

COMPENSATION SUMMARY

| <u>DESCRIPTION</u> | <u>PHASE (S)</u> | <u>FEE</u> |
|---------------------------------------|------------------|------------|
| Preliminary Site Due Diligence | 100 | \$14,500 |
| ALTA Survey | 110 | \$10,500 |
| Topographic Survey | 120 | \$14,700 |
| Tree Survey | 130 | \$10,800 |
| Waters of the US Delineation | 140 | \$4,500 |
| Preliminary Drainage Analysis | 150 | \$29,800 |
| Schematic Design | 160 | \$65,000 |
| Additional Meetings (<i>Hourly</i>) | 070 | Hourly |

HOURLY RATES

| | | | |
|-----------------|--------------------------|-------------------------------------|--------------------------|
| Partner | \$200.00 - \$320.00/Hour | Construction Administration Manager | \$100.00 - \$150.00/Hour |
| Principal | \$190.00 - \$290.00/Hour | Survey Manager | \$130.00 - \$220.00/Hour |
| Director | \$150.00 - \$280.00/Hour | Professional Surveyor | \$120.00 - \$210.00/Hour |
| Studio Leader | \$130.00 - \$260.00/Hour | Field Survey Party | \$180.00 - \$240.00/Hour |
| Senior Designer | \$120.00 - \$220.00/Hour | Survey CAD Technician | \$ 80.00 - \$200.00/Hour |
| Designer | \$ 80.00 - \$200.00/Hour | Project Assistant | \$ 60.00 - \$ 90.00/Hour |

All billing rates are subject to periodic adjustments at the discretion of Consultant.

REIMBURSABLE EXPENSES

Expenses incurred by Consultant solely in the interest of the project shall be reimbursable and billed at our direct costs. Reimbursable expenses shall include but not be limited to all shipping and mailing costs, courier services, travel, long distance telephone and facsimile transmittals, supplies, printing, and photographic reproductions. Reimbursable expenses over one hundred fifty dollars (\$150.00) shall require Client approval prior to incurrence.

City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: October 21, 2024

SUBJECT:

Consider approval of a contract for a schematic design project with Land Design in the amount of \$124,800 with a project contingency of \$12,480 for a total project of \$137,280. (Staff Contact: Jen Basham, Director of Parks and Recreation)

SUMMARY:

Land Design has been selected to create a schematic design for a community park at the intersection of Hulen and Alsbury. The scope of this project includes:

- Project Management
- Preliminary Site Due Diligence to include:
- ALTA Survey
- Tree Survey
- Waters of the United States Delineation
- Preliminary Drainage Analysis
- Schematic Design

OPTIONS:

Approve

Deny

RECOMMENDATION:

Staff recommends approval

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

FISCAL IMPACT:

\$68,640 4A

\$68,640 4B

STAFF CONTACT:

Jen Basham
Director of Parks and Recreation
jbasham@burlesontx.com
817-426-9201

COMMUNITY PARK SCHEMATIC DESIGN

CITY COUNCIL, OCTOBER 21, 2024

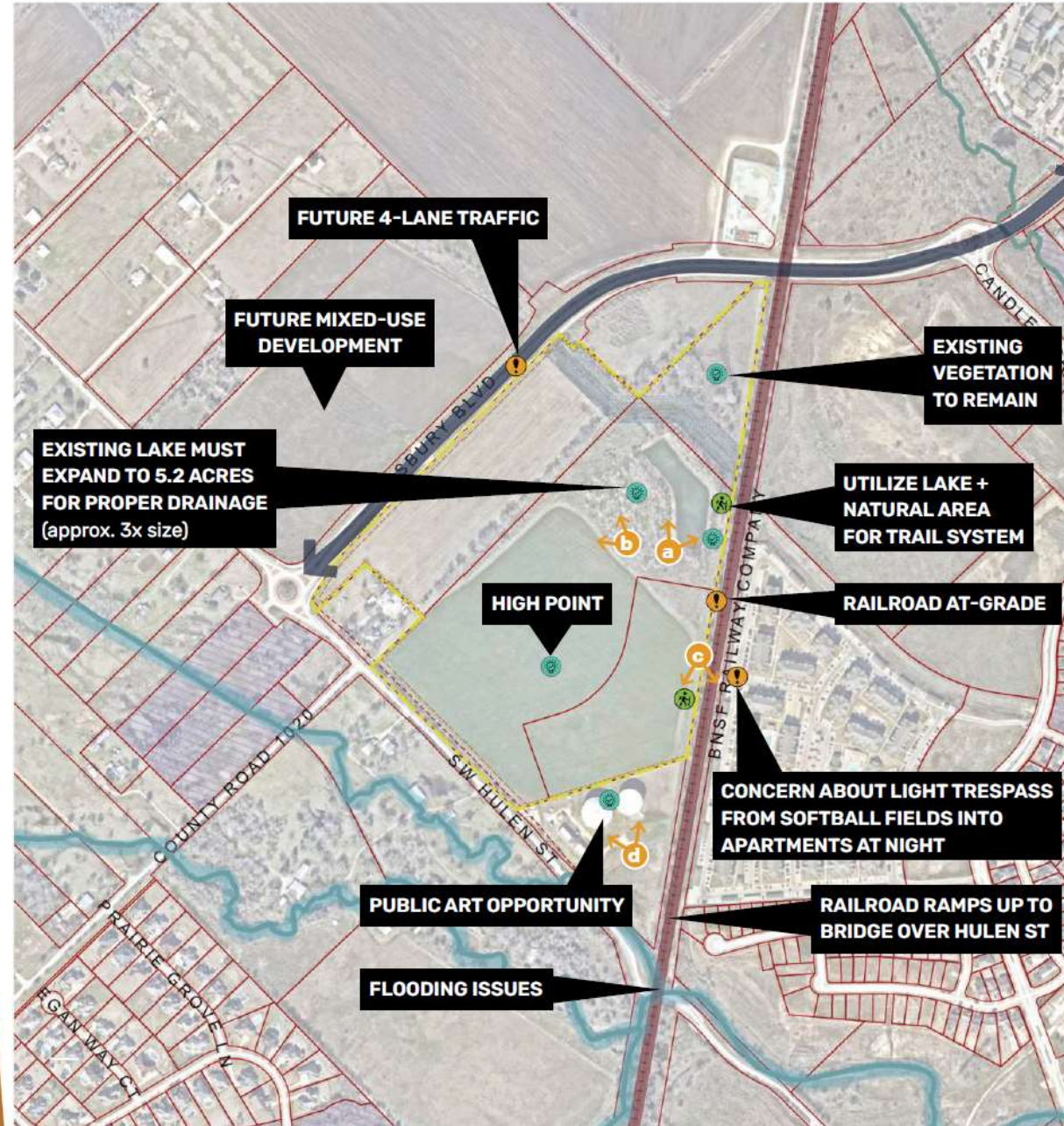
STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

BACKGROUND

THE CITY OF BURLESON IS IN THE BEGINNING STAGES OF LOOKING AT THE LONG TERM POTENTIAL FOR A 55 ACRE TRACT OF CITY OWNED PROPERTY ON THE WEST END OF TOWN.

BEGINNING IN FEBRUARY 2024 LAND DESIGN BEGAN TAKING A DEEP DIVE INTO LEARNING WHAT THE COMMUNITY WANTED TO SEE IN THIS PARK

SITE ANALYSIS + DRONE DOCUMENTATION



SUMMARY OF KEY FINDINGS

WHAT WE HEARD

The design team prepared a series of boards for the public, City staff, and stakeholders to respond to over the course of the charrette. This included three (3) activities and two (2) open-ended response questions (see right for the Activity Guide). The design team was also available in the room to answer questions and discuss residents' preferences and priorities.

The same content was used for all three audiences, with the exception of four (4) additional "Positioning Boards" with more spatial and design-related prompts that were presented at the Stakeholder Open House. **The following section summarizes the key findings, priorities, and major themes from all three Open House events, and the subsequent online Community Survey.** The numbering corresponds with the activity stations (1-6) at the Open House – see the Activity Guide to the right for information about each station.

All of the boards used during the Community Engagement phase with documented notes from the public and tallies of how many stars each image or project goal received can be found in Appendix A and B of this booklet.

approx.
120 people attended the
Public Open House
(92 people signed in)

approx.
30 people attended the
City Staff Open House

approx.
14 people attended the
Stakeholder Open House

The graphic to the right guided participants through the six (6) Open House stations and activities.

After you sign in...

1 PROJECT BACKGROUND + CONTEXT
Review the Project Background board for a better understanding of how this project came to be. This board has an overview of the project process, history, and images of the site. Consultants and representatives from the City of Burleson will be available if you have any questions.

2 LIVE, WORK, LEARN, PLAY
Use the colored flag pins to show us where you live, work, learn, and play on the tabletop map of Burleson. Feel free to grab a sticky note and leave us a comment if you have other thoughts to add to the map!

3 DRAFT VISION + PROJECT GOALS
Review the draft vision statement and draft project goals. Place a star sticker on your TOP TWO (2) project goals. Or, write your own goal on a sticky note and place it in the "Other" circle. Feel free to provide comments on the draft vision statement, too.

4 IMAGE BOARD SERIES
This activity has a series of four (4) boards with collages of imagery on each. For each board, place up to three (3) star stickers on the images that you like. You can put all three on one image, or spread them out across three different images.

5 WHAT OTHER COMMUNITIES, PARKS, + PLACES SHOULD WE RESEARCH?
The team is compiling a list of great places to research and use as examples for the new community space. What places do we need to know about before designing? Why is it great? Write your answer on a sticky note and place it on the board.

6 WHO ELSE DO WE NEED TO REACH OUT TO?
A successful community space will require input from all types of people in Burleson, what organizations, community leaders, or groups do you think are important to contact during the design process? Or, who do you represent? Write your answer on a sticky note and place it on the board.

Your input is invaluable as we begin to define the future of this community space. Thank you for your time and feedback.

ACTIVITY GUIDE

THE BIG IDEA

The community engagement process and site analysis informs the Big Idea for the new community space. Much of the feedback indicated that the community wants to balance civic and social uses with places to recreate and be with nature. **Connectivity was a key theme that emerged** – providing opportunities to connect to nature, connect families internally through multigenerational programming, create spaces that inspire new social connections to friends and the larger community, and bridge the gap between citizens and local government through civic and educational resources.

The Program

A general program of elements was developed based on public, City staff, and stakeholder input. All of the site plan concepts include these elements in different configurations:

- Three (3) softball fields
- Sports courts (pickleball and tennis)
- Community park/civic commons
- Space for community events (min. 4 AC for 8,000 people)
- Inclusive nature playground
- Lake access
- Walking paths and trails
- Environmental reclamation area
- Dog park
- Bandstand/stage
- Food truck rodeo
- Civic uses
- Commercial and retail (food and beverage)
- Shared parking lots (min. 1 space per 200 sf of retail/commercial, min. 30 spaces)
- New street with entrances on Alsbury Blvd and Hulén St



Project Goals

Mobility, vibrancy, and health and well-being were the top 3 goals, as identified by survey respondents. These three goals are consistent with Open House respondents, indicating a general consensus from members of the community.

Passive and active play was ranked higher than civic and retail uses on the site, according to the survey. Although this question was not asked directly at the Open House, a preference and general excitement for passive and active spaces was a recurring theme from the community at the in-person events.

RANKING

- 1 OH
- 1 CS



MOBILITY

PROVIDE TRAILS + SEAMLESS PEDESTRIAN CONNECTIVITY. MINIMIZE TRAFFIC.

RANKING

- 2 OH
- 3 CS



HEALTH + WELL-BEING

SUPPORT THE COMMUNITY'S MENTAL, EMOTIONAL, + PHYSICAL HEALTH

RANKING

- 3 OH
- 2 CS



VIBRANCY

CREATE AN ACTIVE COMMUNITY HUB THAT ENCOURAGES PLAY, SOCIALIZATION, + PARTICIPATION

How do survey respondents want to play?

Overlaps from the different audiences include play spaces, pickleball, walking paths, and botanical gardens.



Top Active Recreation

OH RANKING

- 1 Play spaces
- 2 Pickleball
- 3 Group fitness

CS RANKING

- 1 Play spaces (58%)
- 2 Splash pad (47%)
- 3 Pickleball (44%)

Top Passive Recreation

OH RANKING

- 1 Walking paths/trails
- 2 Fishing
- 3 Botanical garden

CS RANKING

- 1 Walking paths/trails (75%)
- 2 Botanical garden (65%)
- 3 Nature play (49%)

How do survey respondents want to gather?

Seating areas are a key priority for all audiences, as well as some form of market retail. Special performances and other social events that bring the community together ranked in the median range in the Community Survey, but still identified as important.

Top Gathering Spaces

OH RANKING

- 1 Tranquil seating areas
- 2 Seating by the water
- 3 Bandstand

CS RANKING

- 1 Picnic area (63%)
- 2 Farmer's market (63%)
- 3 Seating by the water (61%)

SCOPE OF THE PROJECT

| DESCRIPTION | PHASE (S) | FEE |
|--------------------------------|-----------|----------|
| Preliminary Site Due Diligence | 100 | \$14,500 |
| ALTA Survey | 110 | \$10,500 |
| Topographic Survey | 120 | \$14,700 |
| Tree Survey | 130 | \$10,800 |
| Waters of the US Delineation | 140 | \$4,500 |
| Preliminary Drainage Analysis | 150 | \$29,800 |
| Schematic Design | 160 | \$65,000 |

Total Contract \$124,800
 Contingency \$12,480
 Total Funding \$137,280
 Split between 4A and 4B
 4A-\$68,640
 4B-\$68,640

Next Steps

Once this contract is executed the schematic design will allow in house staff to begin activating the site.

The initial activation will include:
Entry drive access from Hulen

Phase I of parking

Temporary Softball fields at the permanent placement to allow the community to begin practicing on site

Drainage and pond improvements

Natural trails



4B Capital Projects Plan

FY 2025-2029

October 2024 Update



| Project # | Project Name | 2025 | 2026 | 2027 | 2028 | 2029 | Total Per Project (FY25-29) |
|-----------|-----------------------|-------------|-----------|------------------------|-----------|-----------|-----------------------------|
| PK2405 | BAILEY LAKE | | | \$498,750 | | | \$498,750 |
| NEW | BARTLETT | | | | \$420,000 | | \$420,000 |
| NEW | CENTENNIAL | \$525,000 | | | | | \$525,000 |
| NEW | CHISENHALL | | | | | \$336,000 | \$336,000 |
| NEW | HEBERLE | | | | \$336,000 | | \$336,000 |
| NEW | MISTLETOE HILL | | | \$585,000 | | | \$585,000 |
| NEW | BATHROOM ADDITIONS | | \$157,500 | | \$162,225 | | \$319,725 |
| PK2410 | CHISENHALL FIELD TURF | \$2,205,000 | | | | | \$2,205,000 |
| NEW | ADULT SOFTBALL FIELDS | \$2,163,000 | | \$2,163,000 | | | \$2,163,000 |
| PK2103 | SHANNON CREEK PARK | \$1,881,675 | | | | | \$1,881,675 |
| PK2311 | COMMUNITY PARK | \$540,750 | \$540,750 | | | | \$540,750 |

| Project # | Project Name | 2025 | 2026 | 2027 | 2028 | 2029 | Total Per Project (FY25-29) |
|-----------|---|--------------------|------------------|--------------------|------------------|--------------------|-----------------------------|
| NEW | REPLACE ROOF | | | | | \$1,200,000 | \$1,200,000 |
| NEW | ADDITION OF DRY SAUNA | | \$422,940 | | | | \$422,940 |
| NEW | REPLACEMENT OF ENTRY MONUMENT SIGN | | | \$38,955 | | | \$38,955 |
| NEW | GREENS RESURFACE (ALL 18) (REMOVE AND REPLACE TOP 6' OF MATERIAL) | | | \$417,375 | | | \$417,375 |
| NEW | POND RENOVATION BENTONITE/FOUNTAINS (4,5,15) | | | \$94,685 | | | \$94,685 |
| NEW | GREEN RIBBON DESIGN | \$90,000 | | | | | \$90,000 |
| | FUNDING NEEDED | \$7,405,425 | \$580,440 | \$1,634,765 | \$918,225 | \$1,536,000 | \$12,074,855 |

4B Capital Projects Plan FY 2025-2029



TIMELINE

Begin Design-November 2024

Amend Capital Plan and Complete Budget Amendment for 4A-
November 2024

Complete Schematic-February 2025

Bid-March 2025

Construct-April 2025

Open-August 2025



VICINITY MAP

[KEY]

- 1 | INCLUSIVE LAKEFRONT NATURE
- 2 | SOFTBALL FIELDS
- 3 | SPORTS COURTS
- 4 | ENVIRONMENTAL RECLAMATION
- 5 | PROPOSED SHANNON CREEK PARK
- 6 | CIVIC PLAZA
- 7 | WATER TANK FEATURE
- 8 | WAKEFIELD HEIGHT PARK
- 9 | COYOTE LOOP FAMILY TRAIL
- 10 | PRAIRIE TIMBER PARK
- P | FUTURE PARKING
- E | SITE ENTRANCE

DIRECTION

Recommend Approval

Recommend Denial



OCTOBER 17, 2024

**AGREEMENT FOR
PROFESSIONAL SERVICES**

ALSBURY AND HULEN COMMUNITY PARK SCHEMATIC DESIGN

CITY OF BURLESON
LandDesign PN: 8524106

This Agreement is made and entered into as of the _____ day of _____, 20____, by and between City of Burleson (the “Client”) located at 141 W. Renfro Street, Burleson, TX 76028 and LandDesign, Inc. (the “Consultant”) located at 5217 Alpha Road, Suite 140, Dallas, TX 75240.

The Client desires to retain the services of the Consultant to provide survey, civil engineering, and landscape architecture for the Client’s Alsbury and Hulen Community Park (the “Project”) pursuant to the terms and conditions herein.

ARTICLE 1: CONSULTANT’S RESPONSIBILITIES

1.1 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by like professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly process of the Project. Consultant does not guarantee a schedule for an approval process and will not be responsible for delays attributable to any review agency. Consultant agrees to provide complete and timely responses to any comments by any reviewing agency, to the extent that the comments relate to the Consultant’s services.

1.2 Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project. Consultant shall use a sufficient number of competent, qualified and experienced employees in connection with carrying out its responsibilities under this Agreement.

1.3 Consultant shall reasonably cooperate with the Client’s consultant(s) and shall provide said consultant(s) with such information, upon written request, as may be deemed reasonable, but only to the extent that providing the requested information does not conflict with any of the terms and conditions of this Agreement or otherwise compromise the Consultant’s services. Consultant (a) shall have no responsibility for any act, error or omission arising from any service provided by any consultant retained by the Client and (b) shall not be responsible for the accuracy or completeness of any work provided by the Client’s consultants. The Client shall require that its consultants be professionally licensed and be covered under professional liability insurance and shall further require that they sign and seal their own design documents where applicable.

1.4 Consultant shall employ professional care to provide its services in compliance with all applicable locale, state and federal laws, ordinances, codes, rules and regulations pertaining to its services.

ARTICLE 2: CONSULTANT’S BASIC SCOPE OF SERVICES

2.1 Consultant’s Basic Services consist of those described in Scope of Services (the “Scope of Services”), as well as any services set forth in this Agreement. The Scope of Services are annexed hereto as Exhibit “A” and incorporated herein. All references to the Agreement shall also include all terms and conditions in the Scope of Services. For the purpose of this Agreement, any schematic design documents, construction documents and any other drawings, specifications and documents prepared by the Consultant pursuant to this Agreement shall be referred to as the “Consultant’s Documents”.

2.2 Consultant is entitled to compensation for services (if any) provided by the Consultant for the Project prior to the date of the Agreement (“Pre-Agreement Services”). Consultant shall be compensated for Pre-Agreement Services at the rate(s) set forth in this Agreement.

2.3 Consultant shall not be responsible for a Client’s directive or substitution made without the Consultant’s written approval.

2.4 Any service requested by the Client and/or provided by the Consultant which is not otherwise described as a Basic Service in the Agreement and/or is an Additional Service, for which the Consultant is entitled to compensation at the rates set forth in the Agreement and paid by the Client, in addition to, and in the same manner as, the compensation for the Basic Services.

2.5 Site visits, if required, are for the purpose of becoming generally familiar with the process and quality of the portion of the completed work only, and to determine, in general, if that work, when fully completed, will be in accordance with the Consultant’s Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for any defect or deficiency in the work created by a contractor. The Consultant’s site visits, if required, and this section of the Agreement shall be limited to completed work specified in the Consultant’s Documents.

2.6 Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for any contractor’s failure to perform its work in accordance with the requirements of the Consultant’s Documents. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, its subcontractors, or of any other persons or entities performing any portion of the work.

2.7 Consultant’s review of any submittal, including, but not limited to, shop drawings, if required, shall be the limited purpose of checking for conformance with the design intent of the Consultant’s Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Nor shall Consultant’s review constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The accuracy of dimensions, quantities, installation and performance of equipment or systems, means and methods for execution shall be solely the contractor’s responsibility.

2.8 Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

2.9 Consultant and its subconsultants shall not be responsible for any cost or expense associated with (a) any latent defect(s) in any existing structure, or (b) any other existing conditions of the Project, or on the Project’s property, which was not readily apparent or which could not have been visually verified at the start of the Project without uncovering any system or member or without utilizing other invasive or destructive means.

2.10 Consultant shall not be responsible for, amongst other things, waterproofing specifications and design, wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers, environmental assessments, easement acquisitions, soil borings and condemnation maps and exhibits. The items identified under Section 2.10 are not intended to be, nor are they, an exhaustive list of work excluded under this Agreement. Section 2.10 does not modify work which shall be considered Additional Services under Section 2.4.

ARTICLE 3: CLIENT'S RESPONSIBILITIES

3.1 The Client will work cooperatively with Consultant to bring the Project to a successful conclusion, and will timely provide Consultant with all complete and accurate information regarding the Project requirements including budget, schedule and any landlord/owner or building requirements.

3.2 Client will provide all information regarding the requirements of the Project, including Client's objectives, schedule, criteria, budget and site requirements, as well as geotechnical investigation surveys to describe physical characteristics, soil capacity, legal limitations and utility locations of the Project site, to the extent necessary for the Consultant to carry out its services.

3.3 Prior to the commencement of detailed planning, the Client will provide Consultant with a complete written list of any requirements to be considered and included in the Consultant's Documents.

3.4 The Client designates _____ as its representative authorized to act on the Client's behalf with respect to the Project. The Client, through its authorized representative, will examine all Consultant's Documents and other documents submitted by Consultant and render all decisions promptly to avoid unreasonable delay in the progress of the services or Project schedule.

3.5 Client will provide Consultant prompt written notice if it becomes aware of any development that affects the scope or timing of the services or observes or otherwise becomes aware of any fault or defect in the Project, deficiency in the services of Consultant or nonconformance with the contract documents and/or Consultant's Documents.

3.6 Client agrees that Consultant and its subconsultants shall have no liability arising out of any changes or substitutions from the Consultant's Documents allowed or authorized by the Client that were not previously approved in writing by Consultant.

3.7 Client will, at its own expense, retain the services of all consultants, as required by the scope of the Project, and will provide tests, inspections, and special inspections and reports required by law or by the contract documents. Consultant shall have no responsibility for errors, omissions or other deficiencies in the services of any of the Client's consultants, design professionals or design-build contractors, rendering design, engineering or related services, and Consultant shall be entitled to rely on the sufficiency, accuracy and completeness thereof and the compliance of the documents and services furnished by them with all applicable laws, codes, ordinances, rules and regulations. Consultant shall have no responsibility to review or verify any of the computations or designs provided by the Client's consultants, design professionals or design-build contractors, and Consultant's sole responsibility in connection with the service of such other consultants, design professionals or design-building contractors shall be to reasonably cooperate with the Client's consultants in accordance with Section 1.3.

3.8 Client shall hold harmless the Consultant for any conflicts or changes required in design or construction resulting from discrepancies between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of Consultant.

3.9 Client shall be responsible for all costs associated with permit approvals and construction of the facilities designed under this Agreement.

ARTICLE 4: COMPENSATION & REIMBURSABLE EXPENSES

4.1 Client's compensation and reimbursable expenses shall be paid by the Client to Consultant pursuant to the rates, payment schedule and terms set forth in the Fees, annexed hereto as Exhibit "B". Absent agreement to the contrary, billing for contracts shall be on a monthly basis. Client shall make payment in accordance with Chapter 2251 of the Texas Government Code.

ARTICLE 5: INSURANCE & INDEMNIFICATION

5.1 Consultant shall maintain the following minimum insurance for the duration of this Agreement. Consultant represents that it will pay all associated deductibles and premiums and provide the Client with certificates evidencing such insurance coverage, upon request.

- i. General Liability insurance policy limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Automobile Liability insurance policy limits of One Million Dollars (\$1,000,000) combined single limit.
- iii. Umbrella/Excess Liability insurance policy limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.
- iv. Workers' Compensation insurance policy limits of One Million Dollars (\$1,000,000) each accident, each employee and policy limit.
- v. Professional Liability insurance covering liability of Consultant arising out of its negligent acts, errors or omissions in the rendering of professional services in the amount of Three Million Dollars (\$3,000,000) per claim and in the aggregate.

5.2 This section is intentionally omitted.

5.3 This section is intentionally omitted.

5.4 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Consultant, or any entity or individual retained by the Consultant in connection with the Project.

5.5 This section is intentionally omitted.

5.6 This section is intentionally omitted.

5.7 The indemnity provision set forth in Section 5.4 shall survive the termination of this Agreement.

5.8 It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not submit Consultant's partners, members, individual employees, or their respective heirs and assigns to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that any claim, demand or suit arising out of or relating to the Project or the services provided under this Agreement shall be directed and/or asserted only against Consultant, and not against any of Consultant's partners, members, individual employees, or their respective heirs and assigns. The Client expressly waives any claim it has or may claim to have against any and all such individuals.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 This Agreement may be terminated by either party upon at least seven (7) days' written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by

Consultant. In the event of the Client's failure to substantially perform, Consultant may elect to suspend all of its services until the Client's failure is cured and all amounts due prior to the suspension, plus and expenses incurred on account of the interruptions and resumption of services, are fully paid. Consultant shall not be liable for any delay or damages resulting from such suspension of services.

6.2 The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to perform its payment obligations under this Agreement shall result in the following (at Consultant's sole election):

- i. When sums due and owing under a Consultant invoice are 60 or more days past due, any duty or obligation on the part of Consultant to submit any of Consultant's Documents to a governmental entity or other authority having jurisdiction (an "AHJ Submittal") shall cease. Client understands and agrees that Consultant shall not submit any AHJ Submittal if Client is not in compliance with its payment obligations under this Agreement.
- ii. Consultant shall endeavor to advise Client no less than two weeks prior to the deadline for an AHJ Submittal that sums due and owing to Consultant are 60 days or more past due and that the AHJ Submittal will be delayed if Client fails to meet its payment obligations prior to the deadline for the AHJ Submittal. Notwithstanding the foregoing, nothing contained within this Subsection 6.2.ii shall obligate Consultant to provide additional notice to Client of Client's failure to perform its payment obligations, other than Consultant's usual and ordinary periodic submission of invoices and account statements to Client.
- iii. When sums due and owing under a Consultant invoice are 120 or more days past due, Consultant, at its sole election, shall suspend all of its services until the Client's payment failure is cured and all amounts due prior to the suspension, plus any expenses incurred on account of the interruptions and resumption of services, are fully paid.
- iv. Consultant shall notify Client of its intent to suspend its services not later than 7 days prior to exercising its election to suspend its services pursuant to this Subparagraph.
- v. In the event that Client fails to meet its payment obligations 30 days after suspension of Consultant's services, Consultant shall (at its sole election) terminate this Agreement.

6.3 Client acknowledges that the Consultant's fees set forth in this Agreement contemplate prompt commencement by Consultant of the work to which such fees relate. Accordingly, Consultant shall have the right to terminate the Agreement should Client not authorize Consultant to promptly commence and complete performance of the work to be performed by Consultant. Consultant further reserves the right to renegotiate its fees if the work is not completed within two years from the date of this Agreement.

6.4 If any portion of the Project or the services is stopped or suspended for more than thirty (30) days in the aggregate, Consultant may terminate this Agreement upon seven (7) days' written notice to the Client.

6.5 If the Client suspends the Project, Consultant shall be compensated for services performed prior to notice of such suspension. When Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.

6.6 The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Client's convenience and without cause.

6.7 In the event of termination of the Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 7: OWNERSHIP AND USE OF DOCUMENTS

7.1 The Consultant's Documents, including those in electronic form, prepared by Consultant and its subconsultants are for use solely with respect to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Documents, and retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Documents for the limited purposes of constructing, completing, using and maintaining the Project. Client's compliance with its payment obligations under this Agreement is a condition precedent to the existence of the non-exclusive license in the Consultant's Documents and said license shall terminate immediately in the event that Consultant suspends its services pursuant to Subsection 6.2.iii of this Agreement.

7.2 In the event this Agreement is terminated by either party, whether for convenience or for cause, the license to use the Consultant's Documents shall likewise terminate unless and until a licensing fee is paid by the Client to Consultant as compensation for Client's continued used of Consultant's Documents after termination of the Agreement.

7.3 The Client shall not use the Consultant's Documents for the completion of this Project without fully compensating Consultant pursuant to the terms of this Agreement. The Client shall not use the Consultant's Documents for future additions or alterations to this Project or for other projects unless Client obtains the prior written consent of Consultant and its subconsultants. Any unauthorized use of the Consultant's Documents shall be at the Client's sole risk and without liability to Consultant and its subconsultants and Client agrees that Consultant will not have any liability for any use of, revision to or deviation from the Consultant's Documents occurring subsequent to Consultant's completion of services under this Agreement or earlier termination in accordance with the terms of this Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold Consultant and its subconsultants harmless from any claims, actions, damages, judgment or expense, including reasonable attorneys' fees, resulting from or relating to the Client's unauthorized use or deviation from the Consultant's Documents.

7.4 Should Client, Client's consultants or contractors or their respective subconsultants or subcontractors (of whatever tier, the "Requesting Party) request to use of Consultant's electronic files for convenience in performing services or work on the Project, Consultant will provide those electronic files within a reasonable time of receipt of an "Electronic Files Release Agreement" executed by the Requesting Party.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 This Agreement, together with the Scope of Services, annexed hereto as Exhibit "A", and with the Fees, annexed hereto as Exhibit "B", represents the entire and integrated agreement between Client and Consultant, supersedes all prior negotiations, representations or agreements (either oral or written) between Client and Consultant and may be amended only by written instrument signed both Client and Consultant.

8.2 Consultant shall have the right to photograph, publicize or promote its relationship to the Project and to include representations of its design of the Project among Consultant's promotional and professional materials.

8.3 Neither party shall assign this Agreement or any part hereof without prior written consent of the other party, which approval shall not relieve the assigning party from any of its obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the

successors and permitted assigns to the parties hereto.

8.4 This Agreement shall be governed by, and construed in accordance with the law of the State of Texas, United States of America.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Client or Consultant.

8.6 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, first-class certified or registered mail, postage pre-paid, return receipt requested, addressed as follows (or to such other address or individual as either party may specify from time to time by written notice in the manner provided in this section).

a. If to Consultant, addressed to:

LandDesign, Inc.
PO Box 36959
Charlotte, NC 28236
223 N. Graham Street (28202)

b. If to Client, addressed to:

City of Burleson
141 W. Renfro Street
Burleson, TX 76028

8.7 Client and Consultant agree that any dispute arising from this Agreement shall be brought in the appropriate State or Federal Court located in the State of Texas, which shall have exclusive jurisdiction of said dispute.

8.8 In the event any provision of this Agreement if found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

8.9 In the event either party is required to enforce this Agreement, in court or otherwise, the prevailing party shall be entitled to recovery of its attorneys' fees and costs.

This Agreement was entered into as of the day and year first written above.

LANDDESIGN, INC.

BY: _____ **DATE:** _____
Brian Dench for LandDesign, Inc.
Principal

CITY OF BURLESON

BY: _____ **DATE:** _____
Tommy Ludwig, City Manager

EXHIBIT A
SCOPE OF SERVICES

Based on the Request from City staff during a meeting on September 19, 2024, the Consultant shall provide survey, civil engineering, and landscape architecture services for the preparation of the Schematic Design for the Alsbury and Hulen Community Park. The Schematic Design will be based upon the City approved park master planning that was previously completed by the Consultant. The Consultant shall work collaboratively with the City to develop the Schematic Design package.

PROJECT MANAGEMENT

The Consultant is committed to providing the City with a dedicated team for this and each additional assignment under the long-term relationship.

For overall project administration, Heth Kendrick shall serve as the primary point of contact, with the City's Project Manager (PM), marshalling the expertise and resources needed through all project phases. Consultant anticipates employing a dedicated, core team of individuals:

- Project Manager / Point of Contact - Heth Kendrick
- Civil Engineering Expertise - Brian Dench
- Project Designer(s) – Mix of Designers

This size and mix of team skills has been found ideal for these types of collaborative efforts, with additional supporting staff brought in for specific project elements (surveying, environmental, etc.) as needed. The Consultant is a multi-disciplinary firm offering planning, landscape architecture, and civil engineering, which is a differentiator that has proven to be of great value to the Consultant's Clients.

SUB-CONSULTANTS

In addition to the Scope of Services described below, the following are other team members that may be required for the project:

- A. Architect.
- B. Land Use Attorney.
- C. Geotechnical Engineer.
- D. Traffic Engineer.
- E. Dry Utility/Underground Utility Location Consultant.
- F. Sustainability/Renewable Energy Consultant.
- G. Noise Consultant.
- H. Structural Engineer.
- I. MEP Engineer.

The City shall be responsible for providing other sub-consultants which may be required for the Project. If the City desires the Consultant to procure and manage subconsultants to provide these design services, then a 10% mark-up will be added to subconsultant fees.

The Consultant shall coordinate with the City to ensure that the work prepared by subconsultants is fully coordinated, however, the Consultant is not responsible for the work prepared by subconsultants provided by the City.

I. PRELIMINARY SITE DUE DILIGENCE

PHASE 100

Consultant shall perform a due diligence review and coordinate with City staff regarding the proposed development. The goal of this phase is to review and coordinate items which may affect the development of the property. This phase will include, at a minimum, the following:

- A. Review of civil and landscape related development standards.

- B. Review of parks related design guidelines and materials.
- C. Review of site access for the property.
- D. Review of fire department access requirements.
- E. Review of design requirements for the on-site retention/detention pond.
- F. Review existing City utility locations and identify any required offsite improvements and identify connection locations.
- G. Review of existing JCSUD water mains in the vicinity of the property.
- H. Review of floodplain maps to review if limits are associated with the tracts.
- I. Attend a Pre-Design review meeting with the City staff to review and coordinate the anticipated Schematic Design of the property.
- J. Attend a Pre-Design Review meeting with JCSUD and City Engineering staff to review and coordinate water service to the proposed development.

II. ALTA SURVEY

PHASE 110

ALTA/ACSM Land Title Survey of the 52.7+/- acre tract- Surveyor will provide the necessary field and office services to provide ALTA/NSPS Land Title Survey. This survey will conform to the current 2021 Optional Table "A" Items 1, 2, 3, 4, 7a, 7b1, 8, 11b, 13, 14, 16, 19 (1,000,000.00). Zoning and/or setback lines will be shown/noted per provided information or report. This survey scope does not include a tree survey and/or platting. Current title report for these properties shall be provided to surveyor by the City. Surveyor is not responsible for abstracting the subject properties. Review of any oil, gas, and mineral leases, or rights as located within a current title commitment are beyond the scope of this contract and will not be reflected or noted on the final survey.

III. TOPOGRAPHIC SURVEY

PHASE 120

Surveyor will prepare a design Topographic Survey on a 50'x50' grid of the subject 52.7+/- acre tract with all data referenced to NAVD 88 Vertical Datum, 2001 Adjusted. This survey will locate all visible on-site improvements, wet and dry utilities with invert elevations where accessible, and the limited information for the adjoining roadways. Included will be locations of underground utilities per markings as resulting from a "ONE CALL" request. Underground City utilities will be shown as a "best fit" of surface features per provided utility plans. Surveyor will establish a minimum of two (2) horizontal and vertical control points for the project. These points will be project specific and of a nature and placement to generally last for the project duration. This survey scope does not include a tree survey and/or platting.

IV. TREE SURVEY

PHASE 130

Surveyor will provide the necessary field and office services to complete the minimum work to provide the location, species (common name), caliber size, and tags on all trees six (6) inches and up. These services also include the services for a licensed arborist to review and confirm tree identifications. ALTA Boundary and topographic survey services are not included in this scope of services.

V. WATERS OF THE UNITED STATES DELINEATION

PHASE 140

Consultant will provide professional services to delineate all waters of the United States, including wetlands, within the project site. The wetland ecologist will delineate the jurisdictional limits of the streams based on 33 Code of Federal Regulations (CFR) 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and any current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) that is capable of sub-meter accuracy. After the delineation is completed, Consultant will digitize these Waters of the United States for planning purposes, impact calculation, and illustration purposes. This delineation will be provided for inclusion in the engineering plans to avoid and minimize impacts to Waters of the United States (if any are

present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and a delineation map. The conclusion of this report will detail why any water features on the site are or are not considered Waters of the United States.

VI. PRELIMINARY DRAINAGE ANALYSIS

PHASE 150

Consultant will provide the following:

1. Data Gathering – Obtain publicly available data relevant to the project including GIS, aerial topographic, soil, land use data, as well as plans and topographic survey data. City to provide available digital data of the Shannon Creek Master Drainage Study.
2. Site Visit – Complete a site visit to review in situ H&H parameters.
3. Hydrologic Modeling – Update and revise the hydrologic models, using the Shannon Creek Master Drainage Study as a base for the 5-year and 100-year design events. Modeling will include existing conditions, proposed conditions, and fully developed conditions. Initially, Consultant will provide two (2) options for the onsite detention pond, one (1) that matches the Client's proposed park concept as well a second concept that provides additional detention to potentially reduce overall watershed peak discharges. Based on City feedback, one of the above concepts will be selected and updated for the remainder of the study. As needed, provided recommendations for updates to the project hydrologic drainage areas to meet design criteria.
4. Hydraulic Analysis – Prepare a hydraulic analysis to represent onsite drainage channel. Based on hydraulic output and flow patterns of the analysis, provide recommendations for the pond spillway configuration and the anticipated pedestrian trail crossings.
5. H&H Updates – Based on feedback from City, make up to two (2) revisions to Consultant's recommended improvements. Additional revisions may be provided as an additional service and fee.
6. Preliminary Flood Study – Prepare a brief report summarizing the drainage analysis and results.
7. Client Coordination – Responding to comments regarding the analysis. Respond to up to two (2) sets of comments.
8. Meetings –Attend up to four (4) teleconferences at City's request.

VII. SCHEMATIC DESIGN

PHASE 160

- A. The Schematic Design Plans shall depict a more detailed plan of the City approved conceptual Alsbury and Hulen Community Park layout at an appropriate scale and will include access drives network, the location/extent of parks and recreation uses, conceptual concession/restroom building footprints (provided by City), driveways/parking, open space areas and trail network, conceptual grading, preliminary utility layouts, and preliminary drainage/pond layouts.
- B. The Schematic Design Plans may include, but is not limited to, the following:
 - i. Dimensional Control Plan including, but not limited to, vehicular parking and pedestrian circulation dimensions.
 - ii. Conceptual Mass Grading Plan.
 - iii. Diagrammatic Public Water, Sanitary Sewer, and Drainage Plan.
 - iv. Preliminary Pond Layout Plan.
 - v. Conceptual Landscape Plan.
 - vi. Materials Plan including, but not limited to, hardscape, site furnishings, and site lighting. Lighting locations shall be placed for aesthetic purposes only and not based

on photometric calculations.

2. Attend one (1) meeting with the City for detailed review of Schematic Design Plans. It is assumed all meetings shall be held via conference call or held in the Dallas-Fort Worth area. Attendance for additional meetings requested by the City shall be considered an additional service at an additional expense as listed in the Meetings phase.
3. Based on City input and feedback, the Consultant shall make minor revisions to the Schematic Plans. The revised deliverables submitted to the City shall conclude the design process for this scope of work.

ADDITIONAL MEETINGS

PHASE 070

Attendance for additional meetings and Scope of Services outside of those listed within this agreement and requested by the City shall be considered an additional service at an additional expense. These meetings/services shall be billed at an "hourly rate" at a cost per professional as defined in Attachment B. It is assumed all meetings shall be held via conference call or held in the Dallas-Fort Worth area.

EXCLUSIONS

1. Additional design fees shall be required to advance specific areas as needed at a detailed site plan level than provided in Schematic Design. This includes detailed site design at a smaller scale, such as 20-scale (or other appropriate), as well as design documents (DD and CDs).
2. Change of Scope of Services.
3. Site permits are not included at this time.
4. Any community engagement services.
5. Rezoning and Entitlements.
6. Economic Development documentation and assistance.
7. Design modifications required by City after delivery of the SD Plans.
8. Photometric study.
9. Irrigation design or considerations.
10. Consultant will not contact manufacturer / fabricator / supplier for unit costs.
11. Consultant will not place site furniture / material orders to manufacturer / fabricator / supplier.
12. Design, demarcation, and survey and coordination of private utilities.
13. Geotechnical and pavement design services.
14. Design / study of off-site public roads/utilities.
15. Survey services for platting, separate instrument easements, construction staking, etc.
16. Tree mitigation and preservation plans.
17. Division 2 spec writing and/or project specification manual.
18. Site regulatory signage and/or sign plan requiring legislative approvals (i.e., wayfinding, entrance/monument, and information signage).
19. Building/signage permits.
20. Water Quality Analysis / Impact Assessment.
21. Water Distribution Modeling.
22. Coordination / exhibits / negotiations with offsite property owners related to road dedications and easements.
23. Offsite Letters of Permission.
24. Coordination with adjacent railroad company representatives.
25. Design Guidelines.
26. Vision Books and post-production documentation.
27. Noise Studies.
28. Architectural, structural, and MEP Engineering services.
29. Environmental Consulting (LEED, Energy Star, etc.).
30. Endangered Species Act Determination.
31. Preliminary quantities and determination of an opinion of probable cost.
32. Coordination, relocation, and abandonment of existing on-site private utilities and easements.
33. Vertical soft digs and subsurface utility location services.

34. Formal drainage study, downstream assessment, CLOMR/LOMR.
35. Capacity analysis for existing public / private roadways, sanitary sewer, water, and stormwater infrastructure.
36. Wetland survey and/or permitting with the US Army Corps of Engineers.
37. Environmental assessments, if required.
38. Assistance with acquiring or abandoning easements or right-of-ways, if required.
39. Private dry utilities design review and coordination for proposed improvements.
40. Civil engineering/landscape architecture design development and construction plans.
41. Traffic Impact Analysis (TIA) and traffic signal study/plans.
42. Revit Modelling.
43. Water features preliminary design.
44. Illustrative renderings associated with the Schematic Design Plans.
45. Project Marketing and Branding.
46. Drone mapping and aerial photography services.

EXHIBIT B

FEES

COMPENSATION SUMMARY

| <u>DESCRIPTION</u> | <u>PHASE (S)</u> | <u>FEE</u> |
|---------------------------------------|------------------|------------|
| Preliminary Site Due Diligence | 100 | \$14,500 |
| ALTA Survey | 110 | \$10,500 |
| Topographic Survey | 120 | \$14,700 |
| Tree Survey | 130 | \$10,800 |
| Waters of the US Delineation | 140 | \$4,500 |
| Preliminary Drainage Analysis | 150 | \$29,800 |
| Schematic Design | 160 | \$65,000 |
| Additional Meetings (<i>Hourly</i>) | 070 | Hourly |

HOURLY RATES

| | | | |
|-----------------|--------------------------|-------------------------------------|--------------------------|
| Partner | \$200.00 - \$320.00/Hour | Construction Administration Manager | \$100.00 - \$150.00/Hour |
| Principal | \$190.00 - \$290.00/Hour | Survey Manager | \$130.00 - \$220.00/Hour |
| Director | \$150.00 - \$280.00/Hour | Professional Surveyor | \$120.00 - \$210.00/Hour |
| Studio Leader | \$130.00 - \$260.00/Hour | Field Survey Party | \$180.00 - \$240.00/Hour |
| Senior Designer | \$120.00 - \$220.00/Hour | Survey CAD Technician | \$ 80.00 - \$200.00/Hour |
| Designer | \$ 80.00 - \$200.00/Hour | Project Assistant | \$ 60.00 - \$ 90.00/Hour |

All billing rates are subject to periodic adjustments at the discretion of Consultant.

REIMBURSABLE EXPENSES

Expenses incurred by Consultant solely in the interest of the project shall be reimbursable and billed at our direct costs. Reimbursable expenses shall include but not be limited to all shipping and mailing costs, courier services, travel, long distance telephone and facsimile transmittals, supplies, printing, and photographic reproductions. Reimbursable expenses over one hundred fifty dollars (\$150.00) shall require Client approval prior to incurrence.

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Deputy Director of Recreation
MEETING: October 21, 2024

SUBJECT:

Consider approval of a contract awarding RFP 2024-023 to Sky Elements for the Holiday Drone Show with two optional administrative one-year renewals at the total price of \$77,728. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

SUMMARY:

In December of 2022, the Parks and Recreation Department switched from a holiday fireworks show to a holiday drone show. The reason for this change was due to the logistical and safety concerns created by the density within old town when shooting off fireworks. With the success of this change, we are now seeking a multi-year agreement for this event. This project was publicly bid, and we recommend a contract with Sky Elements.

Sky Elements' scope of services includes:

- Custom show design and production
 - 250 Drones
 - 15-minute flight time
 - 12-15 Animations per show
- Compliance and safety
- Event execution
- Project management

RECOMMENDATION:

Staff recommends approving as presented.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Year 1 (2024): \$24,900

Year 2 (2025): \$25,896

Year 3 (2026): \$26,932

Total Contract: \$77,728 4B Special Events (2025002-60008)

STAFF CONTACT:

Jen Basham, CPRE

Director of Parks and Recreation

jbasham@burlesontx.com

817-426-9201



BTX HOLIDAY DRONE SHOW

CITY COUNCIL

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION





BACKGROUND

- December 2022: Switched from fireworks to drones
 - This change was due to the logistical and safety concerns created by the density within old town when shooting off fireworks.
- 2022 & 2023 Drone Vendor: Sky Elements
- We are now seeking a multi-year agreement with Sky Elements for this event.
 - Contract will include 2024, 2025, & 2026
- *Park Board recommended approval of this item on October 17, 2024 (pending)*



SCOPE OF PROJECT

- Custom show design and production
 - 200 Drones
 - 15-minute flight time
 - 12-15 Animations per show
- Compliance and Safety
- Event execution
- Project management



BID INFORMATION

Pixel Swarm Drones: Not selected due to their level of referenced experience
3 year total \$61,599 (quote included 200 drones)

- Year 1: \$19,990
- Year 2: \$20,497
- Year 3: \$21,112

Sky Elements: Recommended company
3 year total \$77,728 (quote included 250 drones)

- Year 1: \$24,900
- Year 2: \$25,896
- Year 3: \$26,932

Skylights: Not selected due to the quality of their submission
3 year total \$77,780

- Year 1: \$25,000
- Year 2: \$26,000
- Year 3: \$26,780



BUDGET

Original Annual Budget: \$26,100

Sky Elements Proposal:

- Year 1 (2024): \$24,900
- Year 2 (2025): \$25,896
- Year 3 (2026): \$26,932

Total Contract: \$77,728

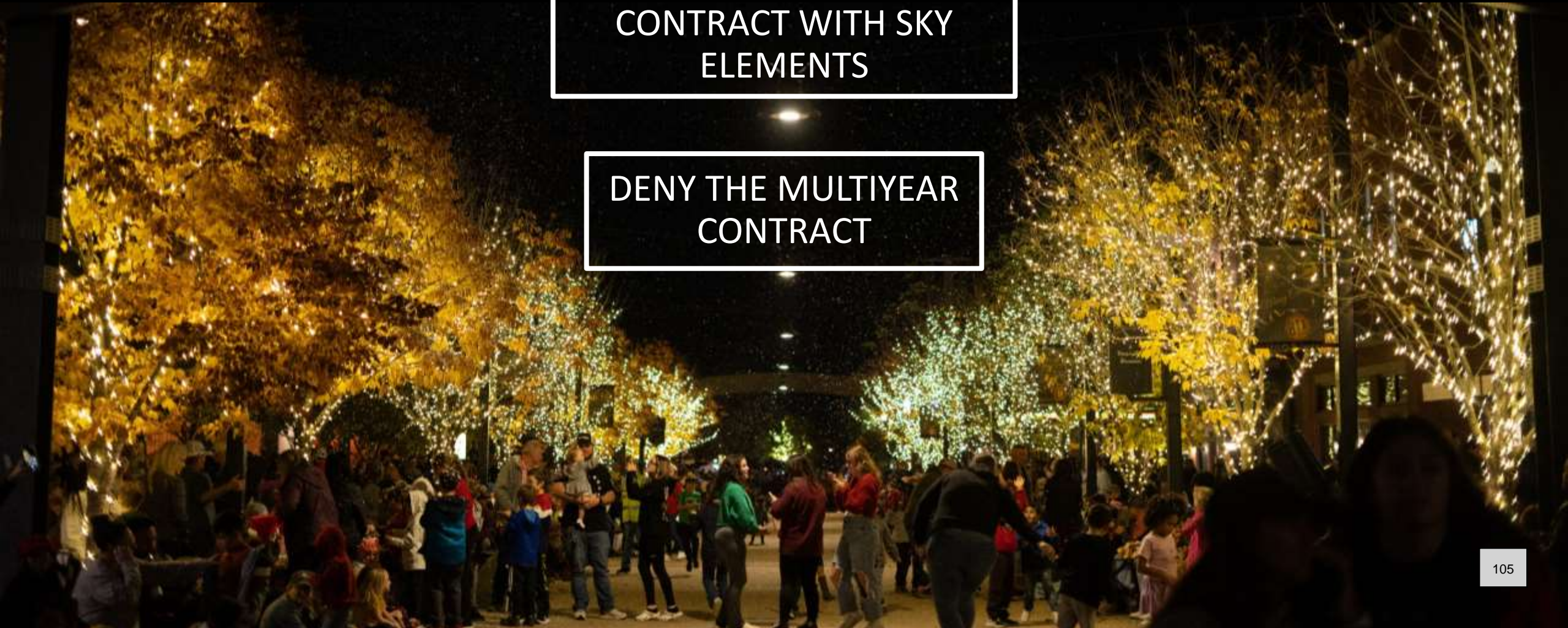


DIRECTION



APPROVE THE MULTIYEAR
CONTRACT WITH SKY
ELEMENTS

DENY THE MULTIYEAR
CONTRACT



City Council Regular Meeting

DEPARTMENT: Community Services
FROM: Sara Miller, Deputy Director-Library
MEETING: October 21, 2024

SUBJECT:

Consider approval of a Sole Source agreement with OCLC, Inc. for cloudLibrary and newsstand annual subscriptions and the purchase of eBooks, eAudiobooks, and other digital media from the cloudLibrary collection in the amount of \$56,448.60. (*Staff Contact: Sara Miller, Deputy Director-Library*)

SUMMARY:

OCLC is a sole source provider for the proprietary cloudLibrary online platform, which is OCLC's software for providing digital content to public library users. The Burleson Public Library launched its cloudLibrary digital collection in 2016 and currently offers 4,267 individual titles for library patrons to check out. It is one of three different options that the Library currently uses to check out digital content, the other two being Overdrive and Hoopla.

The three vendors offer different advantages. Some of them have exclusive rights to certain publishers, titles or authors. What follows is a brief explanation of each.

Our Overdrive collection is a shared collection with 33 other North Texas Libraries. All of the collection development funds are pooled and all purchases are shared between the patrons of all member libraries. The advantage to our Overdrive collection is the enormous amount of content that the group has accumulated over 17 years which provides a very broad selection for our library patrons. Our Overdrive collection averaged 2,072 checkouts per month in FY2024 and is a great value at \$0.26 per use.

Hoopla is a pay per use platform, so our library customers have access to the entire catalog of content and the library only pays for the items that are checked out. The advantage of Hoopla is they are the library's only provider of eComics, downloadable music and streaming video so it is a very popular option for some of our patrons. The library utilizes a monthly spending cap to stay within our budget and averaged 1,321 checkouts per month in FY2024 with a \$1.58 cost per use.

cloudLibrary is a standalone collection, but the library is part of a consortium of Texas libraries that share content with each other through the CloudLink service. CloudLinking prioritizes our patrons by only sharing digital content that is not currently checked out or on hold for a Burleson patron. cloudLibrary is the only digital platform that can provide that option and it significantly

reduces hold queues for our users. Our cloudLibrary collection averaged 3,401 checkouts per month in FY2024, making it our most popular digital platform and averaging \$1.32 per use.

Burleson Library cardholders checked out a total of 37,411 eBooks and eAudiobooks through cloudLibrary in FY2023, which is a 9% increase from FY2022. Overall digital checkouts have increased 20%.

This Sole Source agreement will permit staff to purchase individual eBooks, eAudiobooks and digital magazines to add to the Burleson Public Library's cloudLibrary collection in FY2025.

RECOMMENDATION:

Staff recommends approving the Sole Source agreement with OCLC, Inc. for cloudLibrary and newsstand annual subscriptions and the purchase of eBooks, eAudiobooks, and other digital media from the cloudLibrary collection in the amount of \$56,448.60.

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

N/A

REFERENCE:

FISCAL IMPACT:

The associated cost of the purchases is not to exceed \$56,448.60 for the fiscal year.

Library account number 1016001 61516 for \$8,448.60.

Library account number 1016001 61005 for \$48,000.

STAFF CONTACT:

Sara Miller
Deputy Director-Library
smiller@burlesontx.com
817-426-9203

Library eBook and eAudiobook Purchases

PRESENTED TO THE CITY COUNCIL ON
OCTOBER 21, 2024

cloudLibrary™ Collection

- OCLC is the sole source provider for the cloudLibrary™ online platform that checks out digital content to public library users.
- The Burleson Public Library launched its cloudLibrary™ collection in 2016. It currently offers 4,267 individual titles for library patrons to check out.
- It is one of three different options that the library uses to check out digital content.

Digital Library Platforms

- Overdrive is a shared collection with 33 other North Texas Libraries. All purchases are shared between the patrons of all member libraries. It has a very broad collection because the consortium has been adding titles for over 17 years. Overdrive averaged 2,072 Burleson checkouts/month in FY 2024 and cost \$0.26 per use.
- hoopla is a pay per use platform, so patrons have access to the entire catalog and the library only pays for the items that are checked out. hoopla is the library's only provider of eComics, streaming music and video. The library utilizes a monthly spending cap to stay within budget and averaged 1,321 checkouts/month in FY2024. Hoopla had a \$1.58 cost per use.
- cloudLibrary™ is a standalone collection, but the library is part of a consortium of Texas libraries that share content with each other. CloudLinking prioritizes Burleson patrons by only sharing digital content that is not currently checked out or on hold for a Burleson patron. CloudLibrary™ is the only digital platform that provides this option. Burleson cardholders checked out 37,411 CloudLibrary titles in FY2024, which is a 9% increase from FY2023.
- Overall, digital checkouts have increased 20%.

Burleson cloudLibrary™ Checkouts

| FY2023 | FY2024 | Change |
|---------------|---------------|---------------|
| 34,184 | 37,411 | +9% |

Recommendation

Approve the Sole Source agreement with OCLC, Inc. for cloudLibrary and newsstand annual subscriptions and the purchase of eBooks, eAudiobooks, and other digital media from the cloudLibrary collection in the amount of \$56,448.60.

Questions/Comments

Sara Miller
Deputy Director-Library
smiller@burlesontx.com
817-426-9203



Purchasing

CITY OF BURLESON SOLE-SOURCE PURCHASING AGREEMENT

This **Sole Source Purchasing Agreement (" Agreement")** is entered into by and between OCLC, INC. (" Vendor") and the City of Burleson (" Customer" or Authorized Customer"), a Texas Municipal Corporation.

This Agreement is executed under the authority granted to the City of Burleson, Texas, under Chapter 252.002 (a)(7)(A) of the Texas Local Government Code, which exempts purchases from the competitive bidding process when the items are available from only one source.

The Sole Source Purchase Vendor Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Sole Source Vendor Purchasing Agreement;
2. City of Burleson Terms and Conditions, which are incorporated herein by reference and available [at this link](#) or upon request from the Vendor.
3. Exhibit A Vendor' s Quote;
4. Exhibit B Vendor' s Sole Source Justification Letter;

The Vendor agrees to the City of Burleson Terms and Conditions. Exhibits A, and B which are attached hereto and incorporated herein, are made part of this agreement for all purposes.

Payments under this Agreement are for the subscriptions referenced in Exhibit A, and additional eBooks and eAudiobooks available to the library through the CloudLibrary digital media collection in the amount of

FIFTY-SIX THOUSAND, FOUR HUNDRED FORTY-EIGHT AND 60/100 DOLLARS("Purchase Price").

The undersigned represents and warrants that he/she has the power and authority to execute this Agreement, bind the respective party, and that the execution and performance of this Agreement has been duly authorized by the respective party. This 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.

(Signature page follows)



Purchasing

Each party has caused this Agreement to be executed by its duly authorized representative on this the 21ST day of OCTOBER 2024.

CITY OF BURLESON

OCLC, INC.

By: _____

Signed by: Julie Presas
By: _____
53BA850AF56F4E2...

Name: _____

Name: Julie Presas _____

Title: _____

Title: VP & General Counsel _____

Date: _____

Date: 10/10/2024 _____



OCLC Symbol
BPE
Customer ID
17017

Currency
USD
Renewal Period
12/09/2024 to 12/08/2025

Renewal
Renewal Order
1000202272
9/01/2024

Burleson Public Library
Sara Miller
Deputy Director
248 SW Johnson Ave
Burleson TX 76028
United States

Participant Library

Burleson Public Library (BPE)

248 SW Johnson Ave
Burleson TX 76028
United States

| Item Code | Item | Amount |
|------------------|----------------------------------|-------------------|
| 3000342 | cloudLibrary Annual Subscription | \$2,000.00 |
| 3000366 | cloudLibrary cloudLink Fee | \$1,000.00 |
| Total USD | | \$3,000.00 |

THIS IS NOT AN INVOICE. An invoice will follow at the start of your subscription period.

We appreciate your subscription to OCLC services and hope you are pleased with the service and the support you have received during the past year. Your subscription(s) will automatically renew on 12/9/2024.

If you wish to continue your subscription as is, with no changes, no action is required by you at this time. If you wish to change or cancel your subscription(s) please contact OCLC Order Services at orders@oclc.org. Your renewal order number is 1000202272. If your institution requires a PO, please provide the new details to OCLC prior to your renewal date.

PLEASE NOTE: we require written confirmation for cancellation requests at least 30 days before your subscription renews on 12/9/2024.

If you have any questions about this service or need help using it, please contact OCLC support in your region at <http://oc.lc/support>.

Thank you
OCLC Order Services

* Please note prices are current as of the date of this notice and are subject to change.

This transaction is subject to the relevant OCLC Framework Agreement ("FA") and the Schedules related to each product listed on this notice, found at: <http://oc.lc/service-agreements>, unless a signed agreement governing the transaction has been entered into by the parties.



OCLC Symbol
BPE
Customer ID
17017

Currency
USD
Renewal Period
11/02/2024 to 11/01/2025

Renewal
Renewal Order
1000199983
8/02/2024

Burleson Public Library
Sara Miller
Deputy Director
248 SW Johnson Ave
Burleson TX 76028
United States

Participant Library
Burleson Public Library (BPE)

248 SW Johnson Ave
Burleson TX 76028
United States

| Item Code | Item | Amount |
|------------------|-------------------------------------|-------------------|
| 3000385 | cloudLibrary newsStand subscription | \$5,448.60 |
| Total USD | | \$5,448.60 |

THIS IS NOT AN INVOICE. An invoice will follow at the start of your subscription period.

We appreciate your subscription to OCLC services and hope you are pleased with the service and the support you have received during the past year. Your subscription(s) will automatically renew on 11/2/2024.

If you wish to continue your subscription as is, with no changes, no action is required by you at this time. If you wish to change or cancel your subscription(s) please contact OCLC Order Services at orders@oclc.org. Your renewal order number is 1000199983. If your institution requires a PO, please provide the new details to OCLC prior to your renewal date.

PLEASE NOTE: we require written confirmation for cancellation requests at least 30 days before your subscription renews on 11/2/2024.

If you have any questions about this service or need help using it, please contact OCLC support in your region at <http://oc.lc/support>.

Thank you
OCLC Order Services

* Please note prices are current as of the date of this notice and are subject to change.

This transaction is subject to the relevant OCLC Framework Agreement ("FA") and the Schedules related to each product listed on this notice, found at: <http://oc.lc/service-agreements>, unless a signed agreement governing the transaction has been entered into by the parties.



Sent via e-mail: smiller@burlesontx.com

Date: September 16, 2024

Sara Miller
Burleson Public Library
248 SW Johnson Ave
Burleson, Texas 76028
United States

RE: Sole Source Request


This sole source letter confirms that OCLC, Inc., ("OCLC") provides certain products that are unique to the library market and that may be acquired only through OCLC; namely the cloudLibrary™ app. OCLC is the developer and sole provider of the cloudLibrary™ content platform, which offers Burleson Public Library patrons access to **cloudLibrary eBooks and eAudiobooks, Comics Plus, and cloudLibrary NewsStand**, to check out and put on hold digital content. OCLC is the only source from which Burleson Public Library may obtain the cloudLibrary™ app.

OCLC looks forward to being of continued service to Burleson Public Library.

Please let me know if you need any additional information.

Sincerely,

OCLC, INC.

By:  _____
Julie Presas
Vice President & General Counsel, OCLC, Inc.

Approved
by Legal
PB

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1225303

Date Filed:
 10/10/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 OCLC, Inc.
 Dublin, OH United States

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

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

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
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| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Julie Presas, and my date of birth is [REDACTED].

My address is 6565 Kilgour PI, Dublin, OH, 43017, US.
(street) (city) (state) (zip code) (country)

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

Executed in Franklin County, State of Ohio, on the 10 day of October, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
 (Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, P.E., CFM®, Director

MEETING: October 21, 2024

SUBJECT:

Consider approval of a minute order to increase the total amount of payments under the agreement with Core & Main, L.P. (CSO# 3083-09-2022) for the purchase of water meters in the amount of \$215,000. (*Staff Contact: Errick Thompson, Director of Public Works*)

SUMMARY:

Section 5.2 of the City's Water Conservation Plan requires 1" and smaller water meters be replaced every 10 years. The plan also requires 1-1/2" and 2" meters be tested every three years and annual testing for meters larger than 2". Water meters lose accuracy as they age resulting in non-billed water loss.

The City's water meter system consists entirely of Neptune meter bodies, registers, and meter reading equipment. The automatic meter reading system currently deployed allows greater meter reading efficiency by driving each street and collecting meter data through radio transmission. Core and Main, L.P. is the sole authorized distributor for Neptune Technology Group in the State of Texas.

City Council awarded the current three-year contract for these items to Core & Main, L.P. in an amount not to exceed \$553,032 in September 2022. Due to the city's continued growth and market conditions, the third and final contract year projected expenses require an additional \$215,000 in spending authorization on this contract.

RECOMMENDATION:

Approve a minute order to increase the total amount of payments under the agreement with Core & Main, L.P. (CSO# 3083-09-2022) for the purchase of water meters in the amount of \$215,000.

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

September 2022: City Council approved a three-year contract with Core & Main, L.P. for the purchase of water meters with a total not to exceed \$553,032

REFERENCE:

CSO# 3083-09-2022

FISCAL IMPACT:

Fund Name: Water and Wastewater Fund
Acct. #: 5017101 - 63020
Amount: \$215,000

STAFF CONTACT:

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

Increase Spend -
Water Meter Supply Contract with
Core & Main, L.P.

Background

- Water meters lose accuracy with age resulting in non-billed water loss
- Burleson Water Conservation Plan includes a number of initiatives designed to help reduce non-billed water loss and systematically improve accuracy of water meters
 - Meters 1" and smaller replaced every 10 years
 - Meters 1-1/2" to 2" tested for accuracy every three years
 - Meters larger than 2" tested for accuracy annually
- Meter purchases support:
 - Periodic meter replacements
 - New meters for growth / new development
 - Routine meter maintenance activities



Meter Purchase Contract and Action Requested

- City Council awarded current three-year contract to Core & Main, LP in an amount not to exceed \$553,032 in September 2022
- Core & Main, LP is the sole authorized distributor for Texas of the Neptune meter system that Burleson uses
- Expenses in the contract to date have nearly exhausted the not-to-exceed contract due to:
 - Meter cost increases
 - Continuing and significant growth of Burleson

As a result, additional spending authority in the amount of \$215,000 is requested for meter system purchases over the remaining 11 months of the contract



Recommendation

Approve a minute order to increase the total amount of payments under the agreement with Core & Main, L.P. (CSO# 3083-09-2022) for the purchase of water meters in the amount of \$215,000

Questions / Discussion

Errick Thompson, P.E., CFM®

Director of Public Works

ethompson@burlesontx.com

817-426-9610

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, P.E., CFM®, Director

MEETING: October 21, 2024

SUBJECT:

Consider approval of a minute order appointing Errick Thompson, Director of Public Works, as voting member and Michelle McCullough, City Engineer, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2025. (*Staff Contact: Errick Thompson, Director of Public Works*)

SUMMARY:

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

Article 15 of the water agreement and Article 23 of the wastewater agreement provide that the City of Burleson shall annually appoint a representative to be a voting member and an alternate member of the Wholesale Water and Wastewater Customer Advisory Committee. Representatives from wholesale customers make up the committee's membership.

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

RECOMMENDATION:

Approve a minute order appointing Errick Thompson, Director of Public Works, as voting member and Michelle McCullough, City Engineer, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2025

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

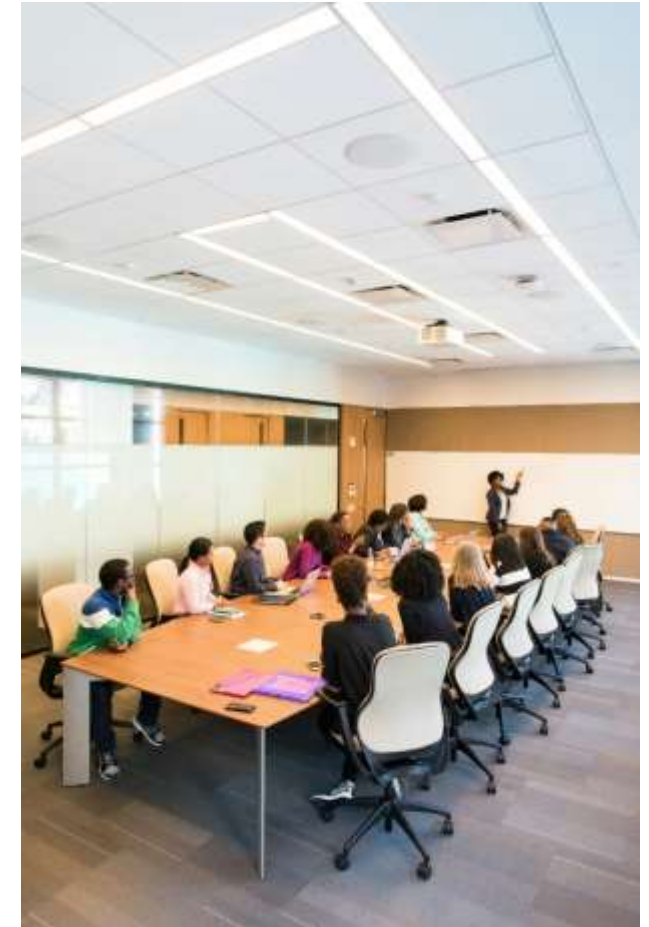
STAFF CONTACT:

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

City of Fort Worth Wholesale Water and Wastewater Customer Advisory Committee Appointments for FY25

Background

- City of Burleson is a wholesale customer of the City of Fort Worth for both drinking water and wastewater treatment services
- Current agreements
 - Wholesale Water Agreement – January 2011 through September 2031
 - Wholesale Wastewater Agreement – May 2017 through September 2037
- Both agreements require annual appointments for membership on the Water and Wastewater Wholesale Customer Advisory Committee
 - One primary voting member
 - One alternate member
- Committee purpose:
Consult with and advise Fort Worth on matters pertaining to water conservation, wholesale planning, improvements, grants, wholesale rate studies, administration, budgets, and additional wholesale customers



Recommendations / Action Requested



Approval of FY25 appointments to the City of Fort Worth Wholesale Water and Wastewater Customer Advisory Committee

- Primary: Errick Thompson, Public Works Director
- Alternate: Michelle McCullough, City Engineer

Questions / Discussion

Errick Thompson, P.E., CFM®

Director of Public Works

ethompson@burlesontx.com

817-426-9610



APPOINTMENT FORM
Wholesale Water and Wastewater Customer Advisory Committee

DATE: October 21, 2024

WHOLESALE CUSTOMER: City of Burleson

Check all that apply: Water Wastewater

The following individuals have been officially appointed by the **CUSTOMER's GOVERNING BODY**, under the terms of the Wholesale Contract for Services as the **VOTING MEMBER** and **ALTERNATE** for the Water and/or Wastewater System Advisory Committee. The term is for the Fiscal Year beginning October 1, 2024 through September 30, 2025.

Voting Member:

Erick Thompson

Name

Public Works Director

Title

817-426-9610

Office Phone

214-437-3387

Cell Phone

ethompson@burlesontx.com

Email Address

Mailing Address:

725 SE John Jones Drive

Burleson, TX

76028

Alternate Member

Michelle McCullough

Name

City Engineer

Title

817-426-9616

Office Phone

817-366-2612

Cell Phone

mmccullough@burlesontx.com

Email Address

Mailing Address:

135 W. Ellison St, Suite 109

Burleson, TX

76028

Signature of Mayor/Board President

Official Seal

Please complete and return as soon as possible, but no later than October 31, 2024 to:

WaterWholesale@fortworthtexas.gov

or

City of Fort Worth
Water Customer Service/Wholesale
P. O. Box 870
Fort Worth, Texas 76101

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, P.E., CFM®, Director

MEETING: October 21, 2024

SUBJECT:

Consider approval of a minute order authorizing the City Manager to authorize a speed study of West Renfro Street between SW Alsbury Drive and State Highway 174 / Wilshire Boulevard with Westwood Professional Services in the amount of \$8,000, in accordance with Council Policy 17. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

Councilmember Anderson presented a request to evaluate the 30 MPH speed limit along West Renfro Street between SW Alsbury Boulevard and State Highway 174 / Wilshire Boulevard. An existing professional services contract is available for traffic engineering services that can be administratively amended to engage a licensed professional traffic engineer to conduct the study.

Council Policy 17, Section II (b)(ii) states, "Notify the City Manager, in writing, of the request a least ten (10) business days before any regularly scheduled City Council meeting." This request is presented before the council for discussion and consideration.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure: \$8,000

Fund: General Fund

Account #: 1013102 - 62010

Account Description: Engineering Services

STAFF CONTACT:

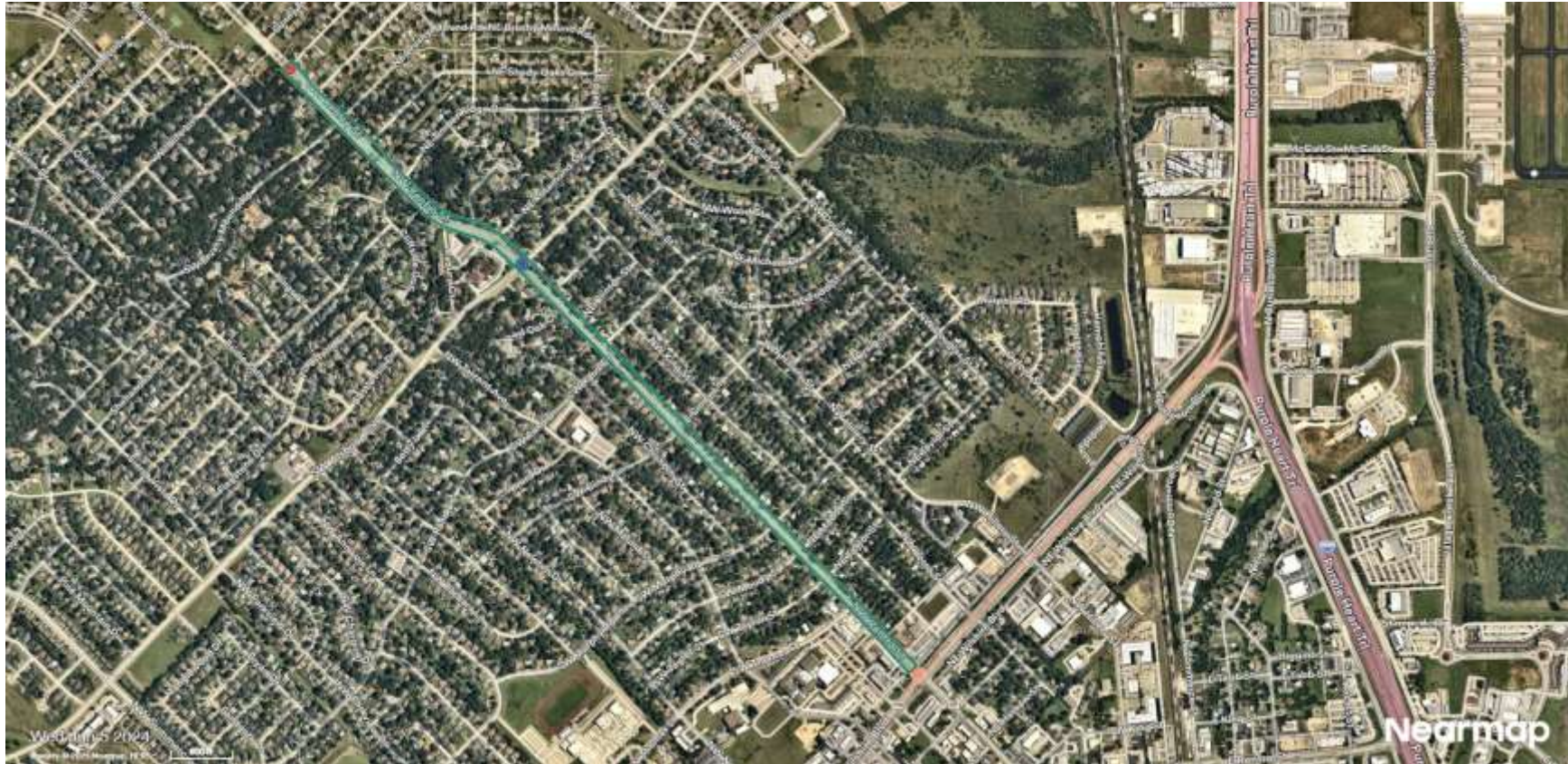
Errick Thompson, P.E., CFM®

Director of Public Works

ethompson@burlesontx.com

817-426-9610

West Renfro Speed Limit Study – Policy 17



Overview

- Council Policy 17, Section II (b)(ii) states, “Notify the City Manager, in writing, of the request a least ten (10) business days before any regularly scheduled City Council meeting.”
- Councilmember Anderson requested that a traffic engineering consultant be engaged to assess the speed limit along West Renfro Street between SH 174 and SW Albury Blvd

Speed Study

- The city has a contract in place with Westwood Professional Services for studies of this nature
- The scope of work includes studying the speed limit of the referenced portion of West Renfro in accordance with current professional engineering standards including data collection, site visits for field observation, and a report
- Proposed fee: \$8,000
- Approval of this item would authorize the City Manager to authorize the study per Councilmember Anderson's request

Questions/Comments

Erick Thompson
Director of Public Works
Ethompson@burlesontx.com
817-426-9610

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Monica Solko, Deputy City Secretary
MEETING: October 7, 2024

SUBJECT:

Consider approval of a contract with Tarrant County for Election Services for the November 5, 2024 Special Local Option election. (*Staff Contact: Monica Solko, Deputy City Secretary*)

SUMMARY:

The City Council ordered a Special Election for a Local Option Election – Legalize the Legal Sale of All Alcoholic Beverages for Off-Premise Consumption Only, CSO#5428-03-2024. The election was ordered for the November 5, 2024 and to be conducted by Johnson and Tarrant County for election services.

Texas election code Chapter 31 Section 31.093 allows for a political subdivision to contract with a county election administrator for election services. The political subdivision must reside inside the boundaries of the county to contract election services. The City of Burleson resides inside two counties, Johnson and Tarrant therefore the city must contract with both counties for election services.

The election code does state that certain actions cannot be transferred to another entity and must be performed by the city. The City Secretary must post all required notices for the election.

Tarrant County shall provide the following:

- Designate voting locations
- Appoint, notify, compensate, and train the presiding judges, alternate judges and clerks
- Transport voting equipment to and from each polling location
- Preparation of programs, give proper notice, and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement
- Conduct all voting including mail ballots
- Appointed Early Voting Clerk
- Prepare necessary reporting to the State of Texas
- Records custodian for the November 5, 2024 election

RECOMMENDATION:

Approve the contract

REFERENCE:

CSO#5428-03-2024

FISCAL IMPACT:

This item is budgeted in FY24-25 budget.

STAFF CONTACT:

Name: Monica Solko
Title: Deputy City Secretary
elections@burlesontx.com
817-426-9682

Interlocal Agreement

WITH TARRANT COUNTY FOR ELECTION SERVICES

PRESENTED TO CITY COUNCIL ON OCTOBER 7, 2024

WHY ARE WE HAVING A NOVEMBER ELECTION?

- Local Option Petition filed with City Secretary - February 2, 2024
- Petitions verified and accepted – Resolution CSO#5427-03-2024
- Council ordered the election – Resolution CSO#5428-03-2024
- Contracting with the county for election services



Contracting with Tarrant County for Election Services



- City last contracted with the counties in 2023
- Must contract with both Johnson and Tarrant counties for services.
- City would still be responsible for posting election notices and publishing the legal notices.
- Johnson County voters can go to Burleson Sub-courthouse for both early and election day voting.
- Tarrant County voters would go to ANY Tarrant County location both early and election day voting.

Paying for the Special Election



- ❑ Tarrant County contract is on this agenda for consideration = approximately \$12, 000
- ❑ Johnson County contract was approved in September = approximately \$31,000
- ❑ Cost will be under budget amount: average cost to conduct our own is \$40,000 to \$60,000

Tarrant County – voting dates and locations



Dates/Hours

Early Voting by personal appearance

Monday, October 21, 2024 – Friday, October 25, 2024 hours: 8:00 am until 5:00 pm

Saturday, October 26, 2024 hours: 7:00 am until 7:00 pm

Sunday, October 27, 2024 hours: 10:00 am until 4:00 pm

Monday, October 28, 2024 – Friday, November 1, 2024 hours: 7:00 am until 7:00 pm

Election day voting

Tuesday, November 5, 2024 – 7:00 am to 7:00 pm

Location(s)

Early Voting – at any Tarrant County Vote Center

-Crouch Event Center in Bicentennial Park – 900 E. Glendale St., Crowley

-Main Early voting place – 270 Premier St., Fort Worth, TX 76111

Election Day – at any Tarrant County Vote Center

Ballot by Mail

Tarrant County Elections
P.O. Box 961011
Fort Worth, TX 76161-0011

votebymail@tarrantcountytexas.gov
817-850-2344



QUESTIONS / COMMENTS

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Tarrant County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Tarrant County:

BIRDVILLE ISD
CITY OF BURLESON
TARRANT COUNTY
GRAPEVINE-COLLEYVILLE ISD
LAKE WORTH ISD
CITY OF MANSFIELD
NORTHWEST ISD
CITY OF WHITE SETTLEMENT

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or individually as a "Party".

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint November 5, 2024 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each Participating Authority listed above plans to hold a general and/or special election on November 5, 2024. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be December 14, 2024.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.7), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as "Entities" or "Participating Authority(ies)", desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County's elections services through the Elections Administrator's office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a joint election with each other ("Joint Election") in accordance with Chapter 271 of the Texas Election Code and this Agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Each Participating Authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made

and actions to be taken by the officers of each Participating Authority as necessary. Legal advice to or legal representation of the Entities/Political Subdivisions/Participating Authorities by the Election Administrator's office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this Contract.

Each Participating Authority agrees to adopt the Verity Voting System v. 2.7, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The Participating Authorities shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including translation to languages other than English, including (but not necessarily limited to), as required by law, Spanish and Vietnamese. Each Participating Authority shall provide a copy of their respective election orders and notices to the Tarrant County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this Agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected Participating Authorities. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in Attachment A.

If polling places for the November 5, 2024 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than November 5, 2024 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 5, 2024 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Tarrant County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each Participating Authority agrees to assist in recruiting polling place officials who are bilingual [(fluent in both English and Spanish) and (fluent in both English and Vietnamese)]. In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic or

Vietnamese population as determined by the most recent Census used for such determinations shall have one or more election officials who are fluent in both English and Spanish, or both English and Vietnamese, as applicable. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the Participating Authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for interpretation and translation services as needed at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the judge of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Tarrant County pursuant to Texas Election Code Section 32.091 or other law applicable to compensation for the election-related work. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on Election Day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Tarrant County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), College District, and other political subdivisions.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election, as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The Participating Authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Tarrant County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Tarrant County Elections Administrator or any Participating Authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The Elections Administrator will be responsible for managing the Annual Ballot by Mail voters for whom the Elections Administrator has received an Application for Ballot by Mail, including maintaining and making available the early voting roster information in conformance with Section 87.121 of the Texas Election Code. Upon request of a participating authority, the Early Voting Clerk will promptly make all information contained within the early voting roster available for inspection by the participating authority, including the information maintained under Section 87.121(f). The Participating Authorities understand that, as specified in section 87.121, information on the roster for a person to whom an early voting mail ballot has been sent is not available for public inspection, except to the voter seeking to verify that the information pertaining to the voter is accurate, until the first business day after election day.

In addition to making the information on the roster for a person who votes an early voting ballot by personal appearance available for public inspection not later than the beginning of the regular business hours on the day after the date the information is entered on the roster, the Elections Administrator shall post on the county website each Participating Authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 10:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

Tarrant County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Agreement.

The Participating Authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

| | |
|---------------------------|--|
| Counting Station Manager: | Clint Ludwig, Elections Administrator |
| Tabulation Supervisor: | Stacey Behymer, Technology Resources Coordinator |
| Presiding Judge: | David Lambertsen |

The Counting Station Manager or his/her representative shall deliver timely cumulative reports of the election results as precinct report to the central and remote counting stations and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station or by electronic distribution and by posting to the Tarrant County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Tarrant County's voting equipment will not be released to the Participating Authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted and will deliver a copy of these unofficial canvass reports to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each Participating Authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

Each Participating Authority with territory containing population outside Tarrant County agrees that the Elections Administrator shall administer only the Tarrant County portion of those elections.

X. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this Agreement shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three (3) business days after the original election, not counting election day.

Each Participating Authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 5, 2024 election.

Each Participating Authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be December 14, 2024.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Participating Authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the number of registered voters in each Participating Authorities' territory and is determined by adding together the overall expenses and dividing the expenses among the Participating Authorities on a pro-rata basis dependent on the number of registered voters in each Participating Authority's jurisdiction.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each Participating Authority's voters.

Participating Authorities having the majority of their voters in another county, and fewer than 700 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$500 for election expenses.

Each Participating Authority agrees to pay the Tarrant County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs (but not less than \$ 75.00) in accordance with Section 31.100(d) of the Texas Election Code.

The Tarrant County Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

Cost schedule and invoicing.

A cost estimate for the services, equipment, and supplies provided by the Elections Administrator for the election and the runoff election is shown below and in section XII of this Agreement. This cost estimate shall serve as the cost schedule agreed upon by the contracting Parties, as referenced in Section 31.093(a), Texas Election Code.

As soon as reasonably possible after the election or the runoff election, the Elections Administrator will submit an itemized invoice to each Party: (i) for the actual expenses he/she incurred as described above and (ii) for the Elections Administrator’s fee as described above. The invoice shall reflect any advance monies paid and any direct payments made. The Elections Administrator will use his/her best efforts to submit the invoice within thirty (30) days after the election or within ten (10) days after the runoff election.

The Elections Administrator’s invoice shall be due and payable by each Party to the address set forth in the invoice within thirty (30) days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Elections Administrator in writing within such thirty-day period, or the invoice will be presumed to be a true and accurate rendering of the amount that is due.

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each Participating Authority under the terms of this Agreement is listed below. Each Participating Authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each Participating Authority’s obligation under the terms of this Agreement shall be calculated after the November 5, 2024 election (or runoff election, if applicable), and if the amount of an authority’s total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority’s total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

The total estimated obligation and required deposit for each Participating Authority under the terms of this Agreement shall be as follows:

| Participating Authority | Registered Voters | Split | Estimated Cost | Deposit Due |
|--------------------------------|--------------------------|--------------|-----------------------|--------------------|
| BIRDVILLE ISD | 86,966 | 5.56% | \$ 162,780.19 | \$ 122,085.14 |
| BURLESON | 5,879 | 0.38% | \$ 11,004.12 | \$ 8,253.09 |
| COUNTY WIDE | 1,298,857 | 83.01% | \$ 2,431,159.15 | \$ 1,823,369.37 |
| GRAPEVINE-COLLEYVILLE ISD | 60,850 | 3.89% | \$ 113,897.09 | \$ 85,422.82 |
| LAKE WORTH ISD | 9,162 | 0.59% | \$ 17,149.14 | \$ 12,861.85 |
| MANSFIELD | 46,799 | 2.99% | \$ 87,596.88 | \$ 65,697.66 |
| NORTHWEST ISD | 46,350 | 2.96% | \$ 86,756.45 | \$ 65,067.34 |
| WHITE SETTLEMENT | 9,749 | 0.62% | \$ 18,247.87 | \$ 13,685.90 |

| | | | | |
|---------------|------------------|----------------|------------------------|------------------------|
| TOTALS | 1,564,612 | 100.00% | \$ 2,928,590.90 | \$ 2,196,443.17 |
|---------------|------------------|----------------|------------------------|------------------------|

*In countywide elections, the County's number of registered voters includes ALL registered voters in the county, even those already included in the entities' counts.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Tarrant County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses (but not less than \$ 75.00). Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining Participating Authorities, with the exception of the early voting site located at the Tarrant County Elections Center, may be dropped from the joint election unless one or more of the remaining Participating Authorities agree to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the Contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or public information request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or public information request which may be filed with the Participating Authority.

XV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator

may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the Participating Authorities.

2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this Contract prevents any Party from taking appropriate legal action against any other Party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
4. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any Amendments of this Agreement shall be of no effect unless in writing and signed by all Parties hereto.
9. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.

[Signature Pages Follow]

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

By the signatures on the attached pages, the Elections Administrator and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

The Elections Administrator:

Clint Ludwig
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Clint Ludwig, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
7:00 am - 7:00 pm
ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| Myrtice and Curtis Larson Elementary School | Library | 2620 Avenue K | Grand Prairie, TX 75050 |
| Asia Times Square | Hallway | 2625 West Pioneer Parkway | Grand Prairie, TX 75051 |
| Cross Point Church of Christ | Youth Room | 3020 Bardin Road | Grand Prairie, TX 75052 |
| J. M. Farrell Elementary School | Main Hallway by Office | 3410 Paladium Drive | Grand Prairie, TX 75052 |
| Louise Cabaniss Academy of Young Scholars | Cafeteria | 6080 Mirabella Boulevard | Grand Prairie, TX 75052 |
| Sam and Barbara West Elementary School | Library | 2911 Kingswood Boulevard | Grand Prairie, TX 75052 |
| Anna May Daulton Elementary School | Library | 2607 North Grand Peninsula Drive | Grand Prairie, TX 75054 |
| Kenneth Davis Elementary School | Library | 900 Eden Road | Arlington, TX 76001 |
| R. F. Patterson Elementary School | Cafeteria | 6621 Kelly Elliott Road | Arlington, TX 76001 |
| Summit High School Performing Arts Center | Lobby (Reception Area) | 1071 Turner Warnell Road | Arlington, TX 76001 |
| T. A. Howard Middle School | Library | 7501 Calender Road | Arlington, TX 76001 |
| Janet Brockett Elementary School | Cafeteria | 810 Dove Meadows Drive | Arlington, TX 76002 |
| Martha Reid Leadership Academy | Room #28 | 500 Country Club Drive | Arlington, TX 76002 |
| MISD Student Nutrition Department | Auditorium | 1151 Mansfield Webb Road | Arlington, TX 76002 |
| Pearcy Stem Academy | Library | 601 East Harris Road | Arlington, TX 76002 |
| Timberview High School | PAC | 7700 South Watson Road | Arlington, TX 76002 |
| Dora E. Nichols Junior High School | Fine Arts Hallway | 2201 Ascension Boulevard | Arlington, TX 76006 |
| Elzie Odom Athletic Center | Burn Room | 1601 Northeast Green Oaks Boulevard | Arlington, TX 76006 |
| Sherrod Elementary School | Gym | 2626 Lincoln Drive | Arlington, TX 76006 |
| Arlington ISD Dan Dipert Career & Technical Center | Seminar Rooms 1 & 2 | 2101 Browning Drive | Arlington, TX 76010 |
| Beth Anderson Elementary School | Library & Family Representatives Office | 1101 Timberlake Drive | Arlington, TX 76010 |
| Blanton Elementary School | Front Hallway at Main Entrance | 1900 South Collins Street | Arlington, TX 76010 |
| C. B. Berry Elementary School | G192A Family Room | 1800 Joyce Street | Arlington, TX 76010 |
| East Library and Recreation Center | Community Room | 1817 New York Avenue | Arlington, TX 76010 |
| Elks Lodge 2114 | Ballroom | 601 West Pioneer Parkway | Arlington, TX 76010 |

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
7:00 am - 7:00 pm
ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| Meadowbrook Recreation Center | Activity Room A | 1400 Dugan Street | Arlington, TX 76010 |
| Myrtle Thornton Elementary School | Library | 2301 East Park Row Drive | Arlington, TX 76010 |
| Tarrant County Subcourthouse in Arlington | First Floor Meeting Room | 700 East Abram Street | Arlington, TX 76010 |
| AT&T Stadium | West Main Concourse Platform (Entry H) | One AT&T Way | Arlington, TX 76011 |
| John Webb Elementary School | Gymnasium | 1300 North Cooper Street | Arlington, TX 76011 |
| Shepherd of Life Lutheran Church | Narthex | 715 East Lamar Boulevard | Arlington, TX 76011 |
| Berta May Pope Elementary School | Gym (behind main building) | 901 Chestnut Drive | Arlington, TX 76012 |
| Lamar High School | Gym C | 1400 West Lamar Boulevard | Arlington, TX 76012 |
| New World United Methodist Church | Adult Classroom | 2201 North Davis Drive | Arlington, TX 76012 |
| Shackelford Junior High School | Library | 2000 North Fielder Road | Arlington, TX 76012 |
| St. Stephen Methodist Church | Family Life Center / Gymnasium | 1800 West Randol Mill Road | Arlington, TX 76012 |
| Wimbish World Language Academy | Cafeteria | 1601 Wright Street | Arlington, TX 76012 |
| Arlington First Church of the Nazarene | Foyer & Worship Center | 1301 West Green Oaks Boulevard | Arlington, TX 76013 |
| Casa de Oracion Family Center | Fellowship Hall | 2323 James Street | Arlington, TX 76013 |
| Central YMCA | Classroom | 2200 South Davis Drive | Arlington, TX 76013 |
| Epworth United Methodist Church | Family Life Center / Gym | 1400 South Cooper Street | Arlington, TX 76013 |
| Woodland West Church of Christ | Main Lobby | 3101 West Park Row Drive | Arlington, TX 76013 |
| Town of Pantego Council Chambers | Council Chambers / Court Chambers | 1614 South Bowen Road | Pantego, TX 76013 |
| Atherton Elementary School | Stem Lab | 2101 Overbrook Drive | Arlington, TX 76014 |
| Bob Duncan Center | Main Hall | 2800 South Center Street | Arlington, TX 76014 |
| Ethel Goodman Elementary School | Library | 1400 Rebecca Lane | Arlington, TX 76014 |
| Edify Community Fellowship Church | Fellowship Hall | 3005 Sprocket Drive | Arlington, TX 76015 |
| Floyd Gunn Junior High School / Fine Arts and Dual Language Academy | Library | 3000 South Fielder Road | Arlington, TX 76015 |
| Foster Elementary School | Gym | 1025 High Point Road | Arlington, TX 76015 |
| Charles W. Young Junior High School | Gym A | 3200 Woodside Drive | Arlington, TX 76016 |

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
7:00 am - 7:00 pm
ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| Jason B. Little Elementary School | Main Hallway | 3721 Little Road | Arlington, TX 76016 |
| Key Elementary School | Main Hallway & Cafeteria Space | 3621 Roosevelt Drive | Arlington, TX 76016 |
| Miller Elementary School | Gym | 6401 West Pleasant Ridge Road | Arlington, TX 76016 |
| Ron Wright Lake Arlington Branch Library | Community Room | 4000 West Green Oaks Boulevard | Arlington, TX 76016 |
| The Welcome Table Christian Church | Foyer & Main Gathering Area | 4600 Highwood Drive | Arlington, TX 76016 |
| Dalworthington Gardens City Hall | Council Room | 2600 Roosevelt Drive | Dalworthington Gardens, TX 76016 |
| City of Arlington South Service Center | Training Room | 1100 Southwest Green Oaks Boulevard | Arlington, TX 76017 |
| Cliff Nelson Recreation Center | Multipurpose Room | 4600 West Bardin Road | Arlington, TX 76017 |
| Glenn Harmon Elementary School | Library | 5700 Petra Drive | Arlington, TX 76017 |
| Grace Community Church | Gymnasium | 801 West Bardin Road | Arlington, TX 76017 |
| Lynridge of Arlington Assisted Living & Memory Care | Front Foyer & Media Room | 3424 Interstate 20 West | Arlington, TX 76017 |
| Rush Creek Church | Atrium / Commons | 2350 Southwest Green Oaks Boulevard | Arlington, TX 76017 |
| Southwest Branch Library | Community Room | 3311 Southwest Green Oaks Boulevard | Arlington, TX 76017 |
| Truett Boles Junior High School | Cafeteria | 3900 Southwest Green Oaks Boulevard | Arlington, TX 76017 |
| Alpha International Seventh-day Adventist Church | Fellowship Hall | 6000 South Collins Street | Arlington, TX 76018 |
| New Life Fellowship | Auditorium | 201 East Sublett Road | Arlington, TX 76018 |
| Southeast Branch Library | Community Room | 900 Southeast Green Oaks Boulevard | Arlington, TX 76018 |
| St. Andrews United Methodist Church | Link-Reception Area | 2045 Southeast Green Oaks Boulevard | Arlington, TX 76018 |
| Tarrant County College Southeast Campus | ESCT HUB | 2100 Southeast Parkway | Arlington, TX 76018 |
| University of Texas at Arlington | Maverick Activity Center Lobby | 500 West Nedderman Drive | Arlington, TX 76019 |
| Azle ISD PD | Conference Room | 483 Sandy Beach Road, Suite A | Azle, TX 76020 |
| The Edge Church (Good Shepherd Lutheran Church) | Room 1, Fellowship Building | 1313 Southeast Parkway | Azle, TX 76020 |
| Pelican Bay City Hall | Council Room | 1300 Pelican Circle | Pelican Bay, TX 76020 |
| Bedford Public Library | Meeting Room | 2424 Forest Ridge Drive | Bedford, TX 76021 |
| Freedom Church | Front Lobby | 701 Harwood Road | Bedford, TX 76021 |

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
7:00 am - 7:00 pm
ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| New Beginnings Church | Lobby | 2000 Forum Parkway | Bedford, TX 76021 |
| St. Michael Catholic Church | Formation Hall | 3713 East Harwood Road | Bedford, TX 76021 |
| The Center | Multipurpose Room | 2801 Forest Ridge Drive | Bedford, TX 76021 |
| Central Baptist Church | Fellowship Hall | 1120 Central Drive | Bedford, TX 76022 |
| Pat May Center | Blair Room | 1849-B Central Drive | Bedford, TX 76022 |
| Stonegate Elementary School | Front Lobby | 900 Bedford Road | Bedford, TX 76022 |
| Heritage Place Independent Living | First Floor Atrium | 300 Huguley Boulevard | Burleson, TX 76028 |
| Oak Grove Baptist Church | Recreation Outreach Center (ROC) - Gym | 12351 Oak Grove Road South | Burleson, TX 76028 |
| Precinct One Garage | Main Meeting Room at Front of Facility | 800 East Rendon Crowley Road | Burleson, TX 76028 |
| Retta Baptist Church | Fellowship Hall | 13201 Rendon Road | Burleson, TX 76028 |
| St Ann Roman Catholic Church | Faith Formation Center Rooms 3 & 4 | 100 Southwest Alsbury Boulevard | Burleson, TX 76028 |
| Bransford Elementary School | Gym | 601 Glade Road | Colleyville, TX 76034 |
| Colleyville Recreation Center Annex A | Annex A | 5008 Roberts Road | Colleyville, TX 76034 |
| Glenhope Elementary School | Cafeteria | 6600 Glenhope Circle North | Colleyville, TX 76034 |
| Liberty Elementary School | Gym (back of school) | 1101 West McDonwell School Road | Colleyville, TX 76034 |
| Crouch Event Center in Bicentennial Park | Live Oak Room | 900 East Glendale Street | Crowley, TX 76036 |
| Crowley Assembly of God | Fellowship Hall | 721 South Crowley Road | Crowley, TX 76036 |
| Crowley Recreation Center | Daisy Room | 405 South Oak Street | Crowley, TX 76036 |
| St. Francis Village | A & B Room | 4125 St. Francis Village Road | Crowley, TX 76036 |
| Bill R. Johnson CTE Center | Community Room A117 | 4500 Longhorn Trail | Fort Worth, TX 76036 |
| Bear Creek Elementary School | Gym | 401 Bear Creek Drive | Eules, TX 76039 |
| Eules Family Life Senior Center | Arts and Crafts Room | 300 West Midway Drive | Eules, TX 76039 |
| King of Kings Arabic Church | Fellowship Hall | 1401 North Main Street | Eules, TX 76039 |
| Life Connection Church | Lobby | 208 Nutmeg Lane | Eules, TX 76039 |
| Hurst Eules Bedford I.S.D. Auxiliary Services | Training Rooms A, B, C, D | 1350 West Eules Boulevard | Eules, TX 76040 |

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
7:00 am - 7:00 pm
ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| South Euless Baptist Church | Fellowship Hall | 1000 Simmons Drive | Euless, TX 76040 |
| South Euless Elementary School | Library | 605 South Main Street | Euless, TX 76040 |
| St. John Baptist Church | Family Center | 3324 House Anderson Road | Euless, TX 76040 |
| Dancing River By Volante Senior Living | Gathering Room | 3735 Ira E Woods Avenue | Grapevine, TX 76051 |
| Dove Elementary School | Gym | 1932 Dove Road | Grapevine, TX 76051 |
| First Presbyterian Church Grapevine | Fellowship Hall - Main Hall | 1002 Park Boulevard | Grapevine, TX 76051 |
| Grapevine Elementary School | Gym | 1801 Hall-Johnson Road | Grapevine, TX 76051 |
| Grapevine Middle School | Foyer Area (Hallway) by Gyms | 301 Pony Parkway | Grapevine, TX 76051 |
| Grapevine Public Library | Library Program Room | 1201 Municipal Way | Grapevine, TX 76051 |
| Heritage Elementary School | Gym | 4500 Heritage Avenue | Grapevine, TX 76051 |
| Silver Lake Elementary School | Gym | 1301 North Dooley Street | Grapevine, TX 76051 |
| Timberline Elementary School | Classroom / Meeting Room | 3050 Timberline Drive, Suite 100 | Grapevine, TX 76051 |
| Heritage Baptist Church | The Activity Center | 1200 FM 156 South | Haslet, TX 76052 |
| Legacy Learning Center Northwest ISD | L125, L126, L127, L128 | 501 School House Road | Haslet, TX 76052 |
| Leo Adams Middle School | Portable P5 & P6 | 1075 Eagle Boulevard | Haslet, TX 76052 |
| Sendera Ranch Elementary School | Gym | 1216 Diamondback Lane | Haslet, TX 76052 |
| Truett Wilson Middle School | Cafeteria | 14250 Sendera Ranch Boulevard | Haslet, TX 76052 |
| Brookside Center | Main Room | 1244 Brookside Drive | Hurst, TX 76053 |
| Hurst Public Library | Library Program Rooms | 901 Precinct Line Road | Hurst, TX 76053 |
| North Pointe Baptist Church | Family Life Center | 147 East Hurst Boulevard | Hurst, TX 76053 |
| First Baptist Hurst Norwood Campus | Fellowship Hall | 1801 Norwood Drive | Hurst, TX 76054 |
| Grace Community Fellowship | Overflow Room | 7650 Precinct Line Road | Hurst, TX 76054 |
| Tarrant County College Northeast Campus | NTAB 1506 - The Galley | 828 West Harwood Road | Hurst, TX 76054 |
| Tarrant County Northeast Courthouse | NE Community Room | 645 Grapevine Highway | Hurst, TX 76054 |
| Kennedale Community Center | Community Room | 316 West 3rd Street | Kennedale, TX 76060 |

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
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ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| Kennedale High School | KISD Performing Arts Center | 901 Wildcat Way | Kennedale, TX 76060 |
| Bethlehem Baptist Church | Gymnasium | 1188 West Broad Street | Mansfield, TX 76063 |
| Brooks Wester Middle School | Main Gym / Concession Area | 1520 North Walnut Creek | Mansfield, TX 76063 |
| Donna Shepard Leadership Academy | Gym 1 | 1280 FM Road 1187 | Mansfield, TX 76063 |
| J. L. Boren Elementary School | Library | 1401 Country Club Drive | Mansfield, TX 76063 |
| Linda Jobe Middle School | Lobby | 2491 Gertie Barrett Road | Mansfield, TX 76063 |
| New Hope Baptist Church | Fellowship Hall | 6765 Dick Price Road | Mansfield, TX 76063 |
| Roberta Tipps Steam Academy | Library | 3001 North Walnut Creek Drive | Mansfield, TX 76063 |
| Tarrant County Subcourthouse at Mansfield | First Floor Community Room | 1100 East Broad Street | Mansfield, TX 76063 |
| Vernon Newsom Stadium | Community Room | 3700 East Broad Street | Mansfield, TX 76063 |
| Countryside Bible Church | Main Large Meeting Hall | 251 Countryside Court | Southlake, TX 76092 |
| Southlake Town Hall | Training Rooms 3A, 3B, 3C, 3D | 1400 Main Street | Southlake, TX 76092 |
| The Carlyle at Stonebridge Park | Lobby | 170 Stonebridge Lane | Southlake, TX 76092 |
| Greenway Church | Lobby, Hallway | 1816 Delga Street | Fort Worth, TX 76102 |
| Tarrant County College Trinity River Campus | TRTR - 3600A Lobby (Rotunda) | 300 Trinity Campus Circle | Fort Worth, TX 76102 |
| Tarrant County Plaza Building | 3rd Floor Conference Room | 201 Burnett Street | Fort Worth, TX 76102 |
| Trinity Terrace | Chisholm Room | 1600 Texas Street | Fort Worth, TX 76102 |
| Christ Cathedral Church | Event Center | 3201 Purington Avenue | Fort Worth, TX 76103 |
| Sagamore Hill Elementary School | Front of Library Hallway & Computer Lab | 701 South Hughes Avenue | Fort Worth, TX 76103 |
| Victory Temple Worship Center | Cafeteria | 2001 Oakland Boulevard | Fort Worth, TX 76103 |
| Carroll Peak Elementary School | Cafeteria | 1201 East Jefferson Avenue | Fort Worth, TX 76104 |
| Community Christian Church Center Building | Cafeteria | 1720 East Vickery Boulevard | Fort Worth, TX 76104 |
| Fire Station Community Center | Westside Gymnasium | 1601 Lipscomb Street | Fort Worth, TX 76104 |
| Kingdom Manifesters Church | Sanctuary | 2401 McCurdy Street | Fort Worth, TX 76104 |
| Morningside Elementary School | Auditorium | 2601 Evans Avenue | Fort Worth, TX 76104 |

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|---|--|--|--|
| Southside Community Center | Hazel B | 959 East Rosedale Street | Fort Worth, TX 76104 |
| Van Zandt-Guinn Elementary School | Cafeteria | 600 Kentucky Avenue | Fort Worth, TX 76104 |
| D. McRae Elementary School | Science Lab | 3316 Avenue N | Fort Worth, TX 76105 |
| Grace Temple Seventh-Day Adventist Church | Fellowship Hall | 4200 East Berry Street | Fort Worth, TX 76105 |
| House of Prayer & Praise Church | Fellowship Hall | 5025 Avenue G | Fort Worth, TX 76105 |
| Rising Star Baptist Church | Chapel | 4216 Avenue M | Fort Worth, TX 76105 |
| Sycamore Recreation Center | Multipurpose Room | 2525 East Rosedale Street | Fort Worth, TX 76105 |
| TWU - Nick and Lou Martin University Center | Ballroom / Andrews Hall | 3165 East Rosedale Street | Fort Worth, TX 76105 |
| William M. McDonald YMCA | Studio A | 2701 Moresby Street | Fort Worth, TX 76105 |
| Diamond Hill Community Center | Large Multipurpose Room | 1700 Northeast 37th Street | Fort Worth, TX 76106 |
| Diamond Hill/Jarvis Branch Library | Meeting Room | 1300 Northeast 35th Street | Fort Worth, TX 76106 |
| Iglesia Palabra de Amor | Dining Area | 3402 Northwest 28th Street | Fort Worth, TX 76106 |
| Como Community Center | Multipurpose Room #4 - 5 | 4660 Horne Street | Fort Worth, TX 76107 |
| Lena Pope | Messman Hall | 3200 Sanguinet Street | Fort Worth, TX 76107 |
| Thomas Place Community Center | Dance Room | 4237 Lafayette Avenue | Fort Worth, TX 76107 |
| UNT - Health Science Center | IREB Building 1st Floor Lobby | 3430 Camp Bowie Boulevard | Fort Worth, TX 76107 |
| Westover Hills Town Hall | Lobby | 5824 Merrymount Road | Westover Hills, TX 76107 |
| Blue Haze Elementary School | Multipurpose Room | 601 Blue Haze Drive | Fort Worth, TX 76108 |
| Redeemer Bible Church | Fellowship Hall Auditorium | 100 Verna Trail North | Fort Worth, TX 76108 |
| Pecan Grove Convention Center | Front Room with Windows | 405 North Las Vegas Trail | White Settlement, TX 76108 |
| White Settlement Public Library | Education Room | 8215 White Settlement Road | White Settlement, TX 76108 |
| McLean 6th Grade School | Auditorium | 3201 South Hills Avenue | Fort Worth, TX 76109 |
| Southcliff Baptist Church | Concourse, Main Campus | 4100 Southwest Loop 820 | Fort Worth, TX 76109 |
| Southwest Regional Library | Meeting Room | 4001 Library Lane | Fort Worth, TX 76109 |
| Tanglewood Elementary School | Cafeteria | 3060 Overton Park Drive West | Fort Worth, TX 76109 |

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|---|--|--|--|
| E. M. Daggett Elementary School | Gym | 958 Page Avenue | Fort Worth, TX 76110 |
| George C. Clarke Elementary School | Gym | 3300 South Henderson Street | Fort Worth, TX 76110 |
| Grace Fellowship Baptist Church | Conference / Fellowship Room | 3801 McCart Avenue | Fort Worth, TX 76110 |
| Harriet Griffin FWISD Professional Development Center | Room 108 | 3150 McCart Avenue | Fort Worth, TX 76110 |
| Lily B. Clayton Elementary School | Cafeteria | 2000 Park Place Avenue | Fort Worth, TX 76110 |
| R. L. Paschal High School | Gus Bates Lobby | 2911 Forest Park Boulevard | Fort Worth, TX 76110 |
| Richard J. Wilson Elementary School | Gym | 900 West Fogg Street | Fort Worth, TX 76110 |
| Victory Forest Community Center | Computer Lab | 3427 Hemphill Street | Fort Worth, TX 76110 |
| Worth Heights Community Center | Activity Room 4 | 3551 New York Avenue | Fort Worth, TX 76110 |
| Worth Heights Elementary School | Library | 519 East Butler Street | Fort Worth, TX 76110 |
| Andrew "Doc" Session Community Center | Activity Room | 201 South Sylvania Avenue | Fort Worth, TX 76111 |
| Oakhurst Elementary School | Gym | 2700 Yucca Avenue | Fort Worth, TX 76111 |
| Riverside Applied Learning Center | Gym | 3600 Fossil Drive | Fort Worth, TX 76111 |
| Riverside Community Center | Meeting Room | 3700 East Belknap Street | Fort Worth, TX 76111 |
| Springdale Elementary School | Auditorium | 3207 Hollis Street | Fort Worth, TX 76111 |
| Versia L. Williams Elementary School | Gym | 901 Baurline Street | Fort Worth, TX 76111 |
| All Peoples Church Unitarian Universalist | Fellowship Hall (Coleman Hall) | 1959 Sandy Lane | Fort Worth, TX 76112 |
| Atwood McDonald Elementary School | Gym | 1850 Barron Lane | Fort Worth, TX 76112 |
| East Regional Library | Meeting Room | 6301 Bridge Street | Fort Worth, TX 76112 |
| Eastern Hills High School | Main Lobby | 5701 Shelton Street | Fort Worth, TX 76112 |
| Handley-Meadowbrook Community Center | Multipurpose Room 2 | 6201 Beaty Street | Fort Worth, TX 76112 |
| Legacy Fellowship Church | Fellowship Hall | 5320 Norma Street | Fort Worth, TX 76112 |
| Martin Luther King Community Center | Activity Room 3 | 5565 Truman Drive | Fort Worth, TX 76112 |
| New Life Deaf Fellowship | Fellowship Hall | 6917 Brentwood Stair Road | Fort Worth, TX 76112 |
| Park Meadows Apartments | Lobby / Immunity Room | 2716 Yeager Street | Fort Worth, TX 76112 |

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
7:00 am - 7:00 pm
ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| St. Matthew United Methodist Church | Fellowship Hall | 2414 Hitson Lane | Fort Worth, TX 76112 |
| The Potter's House | Back of Main Sanctuary | 1270 Woodhaven Boulevard | Fort Worth, TX 76112 |
| Agape United Christian Fellowship | Worship Center / Sanctuary | 5413 Cowden Street | Fort Worth, TX 76114 |
| Faith, Hope and Love Ministries | Kitchen / Cafeteria | 6154 Meandering Road | Fort Worth, TX 76114 |
| Trinity Baptist Church | Nursery Area | 620 Churchill Road | Fort Worth, TX 76114 |
| River Oaks Annex | Annex Building | 4900 River Oaks Boulevard | River Oaks, TX 76114 |
| River Oaks United Methodist Church | Fellowship Hall | 4800 Ohio Garden Road | River Oaks, TX 76114 |
| City of Sansom Park City Hall Municipal Court | Council Chambers | 5705 Azle Avenue | Sansom Park, TX 76114 |
| The Westmore Independent Living | Multipurpose Room | 25 Leonard Trail | Westworth Village, TX 76114 |
| Westworth Village City Hall | Community Room | 311 Burton Hill Road | Westworth Village, TX 76114 |
| Celeste's | Entrance Lobby | 1001 Oak Grove Road | Fort Worth, TX 76115 |
| Hubbard Heights Elementary School | Auditorium | 1333 West Spurgeon Street | Fort Worth, TX 76115 |
| James Avenue Service Center | Large Breakroom | 5001 James Avenue | Fort Worth, TX 76115 |
| Birchman Baptist Church | Sullivan B-202 | 2700 Dale Lane, Building B | Fort Worth, TX 76116 |
| Faith Lutheran Church | Fellowship Hall | 4551 Southwest Boulevard | Fort Worth, TX 76116 |
| Luella Merrett Elementary School | Room 99 | 7325 Kermit Avenue | Fort Worth, TX 76116 |
| R. D. Evans Community Center | Dance Room | 3242 Lackland Road | Fort Worth, TX 76116 |
| Redeemer Lutheran Church | Gym | 4513 Williams Road | Fort Worth, TX 76116 |
| Ridglea Baptist Church | Classroom | 6037 Calmont Avenue | Fort Worth, TX 76116 |
| Ridglea Presbyterian Church | Sanctuary | 5000 Southwest Boulevard | Fort Worth, TX 76116 |
| Veterans of Foreign Wars Post 8235 | Meeting Hall | 9520 Santa Paula Drive | Fort Worth, TX 76116 |
| Western Hills Church of Christ | Classroom | 8800 Chapin Road | Fort Worth, TX 76116 |
| Haltom City Library | Full Meeting Room | 4809 Haltom Road | Haltom City, TX 76117 |
| Haltom City Senior Center | Multipurpose Room (NE corner) | 3201 Friendly Lane | Haltom City, TX 76117 |
| Landmark Baptist Church | Fellowship Hall | 1909 Thomas Road | Haltom City, TX 76117 |

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
7:00 am - 7:00 pm
ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| O. H. Stowe Elementary School | Gym | 4201 Rita Lane | Haltom City, TX 76117 |
| W. G. Thomas Coliseum | Room B & C | 6108 Broadway Avenue | Haltom City, TX 76117 |
| West Birdville Elementary School | Gym | 3001 Layton Avenue | Haltom City, TX 76117 |
| First Baptist Hurst at the Trails | Gym | 9208 Trammel Davis Road | Fort Worth, TX 76118 |
| River Trails Elementary School | Gym | 8850 Elbe Trail | Fort Worth, TX 76118 |
| Baker Boulevard Church of Christ | Activity Building | 7139 Baker Boulevard | Richland Hills, TX 76118 |
| Richland Middle School | Competition Gym | 3401 Labadie Drive | Richland Hills, TX 76118 |
| The Link | Community Rooms | 6750 Baker Boulevard | Richland Hills, TX 76118 |
| A. M. Pate Elementary School | Foyer | 3800 Anglin Drive | Fort Worth, TX 76119 |
| Agape Metropolitan Community Church | Foyer of Sanctuary | 4615 East California Parkway | Fort Worth, TX 76119 |
| Beth Eden Missionary Baptist Church | Multipurpose Center / Gym | 3208 Wilbarger Street | Fort Worth, TX 76119 |
| Bradley Center | Large Main Room | 2601 Timberline Drive | Fort Worth, TX 76119 |
| Charles F. Griffin Building | Early Voting Room | 3212 Miller Avenue | Fort Worth, TX 76119 |
| Glen Park Elementary School | Outside Gym | 3601 Pecos Street | Fort Worth, TX 76119 |
| Sunrise-McMillian Elementary School | Gym | 3409 Stalcup Road | Fort Worth, TX 76119 |
| Tarrant County College South Campus | SSTU 1112 | 5301 Campus Drive | Fort Worth, TX 76119 |
| W. M. Green Elementary School | Gym | 4612 David Strickland Road | Fort Worth, TX 76119 |
| Bill J. Elliott Elementary School | Gym | 2501 Cooks Lane | Fort Worth, TX 76120 |
| Lowery Road Elementary School | Gym | 7600 Lowery Road | Fort Worth, TX 76120 |
| Chisholm Trail Community Center | Multipurpose Room | 4936 McPherson Boulevard | Fort Worth, TX 76123 |
| Christ United Methodist Church | Fellowship Hall | 3301 Sycamore School Road | Fort Worth, TX 76123 |
| Hallmark Baptist Church | Gym | 4201 West Risinger Drive | Fort Worth, TX 76123 |
| Mary Harris Elementary School | Cafeteria | 8400 West Cleburne Road | Fort Worth, TX 76123 |
| Meadowcreek Elementary School | Gym | 2801 Country Creek Lane | Fort Worth, TX 76123 |
| Vivian J. Lincoln Branch Library | Meeting Rooms - A & B | 8829 McCart Avenue | Fort Worth, TX 76123 |

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
7:00 am - 7:00 pm
ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| Benbrook Community Center | Main Room | 228 San Angelo Avenue | Benbrook, TX 76126 |
| Benbrook Community Center YMCA | Multipurpose Room | 1899 Winscott Road | Benbrook, TX 76126 |
| Benbrook Public Library | Large Meeting Room | 1065 Mercedes Street | Benbrook, TX 76126 |
| Church of the Holy Apostles | Parish Hall | 3900 Longvue Avenue | Fort Worth, TX 76126 |
| HighRidge Church | Main Lobby | 10100 Rolling Hills Drive | Fort Worth, TX 76126 |
| Blue Mound Community Center | Community Center Hall Area | 1824 Fagan Drive | Blue Mound, TX 76131 |
| Cross Church | Worship Center at Atrium | 10321 US-287 | Fort Worth, TX 76131 |
| Destiny Center | Sanctuary | 10200 FM 156 | Fort Worth, TX 76131 |
| Highland Middle School | Hallway Outside of Gym | 1001 East Bailey Boswell Road | Fort Worth, TX 76131 |
| Northbrook Elementary School | Gym | 2500 Cantrell Sansom Road | Fort Worth, TX 76131 |
| Sunset Valley Elementary School | Lobby | 2032 Canchim Street | Fort Worth, TX 76131 |
| Fort Worth Presbyterian Church | Fellowship Hall | 6251 Oakmont Trail | Fort Worth, TX 76132 |
| St. Peter's Antiochian Orthodox Church | Booth Hall | 7601 Bellaire Drive South | Fort Worth, TX 76132 |
| The Vantage | Living Room | 6301 Overton Ridge Boulevard | Fort Worth, TX 76132 |
| Bruce Shulkey Elementary School | Cafeteria | 5533 Whitman Avenue | Fort Worth, TX 76133 |
| Dionne Phillips Bagsby Southwest Subcourthouse | Early Voting Room | 6551 Granbury Road | Fort Worth, TX 76133 |
| South Hills Elementary School | Library | 3009 Bilglade Road | Fort Worth, TX 76133 |
| Southwest Community Center | Facility Gym | 6300 Welch Avenue | Fort Worth, TX 76133 |
| St. Matthew's Lutheran Church | Fellowship Hall | 5709 Wedgwood Drive | Fort Worth, TX 76133 |
| Trinity Cumberland Presbyterian Church | Campbell Hall - Fellowship Area | 7120 West Cleburne Road | Fort Worth, TX 76133 |
| Westminster Presbyterian Church | Fellowship Hall | 7001 Trail Lake Drive | Fort Worth, TX 76133 |
| Edgecliff Village Community Center | Community Center | 1605 Edgecliff Road | Edgecliff Village, TX 76134 |
| Agape Community Fellowship Church | Fellowship Hall | 1420 West Everman Parkway | Fort Worth, TX 76134 |
| Edge Park United Methodist Church | Fellowship Hall | 5616 Crowley Road | Fort Worth, TX 76134 |
| Highland Hills Community Center | Multipurpose Room | 1600 Glasgow Road | Fort Worth, TX 76134 |

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
7:00 am - 7:00 pm
ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| Lifeline Church | Narthex | 1404 Sycamore School Road | Fort Worth, TX 76134 |
| New Hope Fellowship | Fellowship Hall | 6410 South Freeway | Fort Worth, TX 76134 |
| Legacy Baptist Church | Gym | 5500 Boat Club Road | Fort Worth, TX 76135 |
| Lighthouse Fellowship | Lobbies, Hebrews | 7200 Robertson Road | Fort Worth, TX 76135 |
| Sheriff's Office North Patrol Division | Community Room | 6651 Lake Worth Boulevard | Lake Worth, TX 76135 |
| Lakeside Church of God | Gym / Fellowship Hall | 9396 Confederate Park Road | Lakeside, TX 76135 |
| Alliance Methodist Church | Family Life Center | 7904 Park Vista Boulevard | Fort Worth, TX 76137 |
| Bluebonnet Elementary School | Gym | 7000 Teal Drive | Fort Worth, TX 76137 |
| Camp Fire First Texas | Conference Room | 2700 Meacham Boulevard | Fort Worth, TX 76137 |
| First Baptist Church of Fort Worth | Lobby of Sanctuary | 5001 Northeast Loop 820 | Fort Worth, TX 76137 |
| Park Glen Elementary School | Gym | 5100 Glen Canyon Road | Fort Worth, TX 76137 |
| Parkview Elementary School | Gym | 6900 Bayberry Drive | Fort Worth, TX 76137 |
| Summerglen Branch Library | Meeting Room | 4205 Basswood Boulevard | Fort Worth, TX 76137 |
| Grace Church | Sanctuary | 4740 Western Center Boulevard | Haltom City, TX 76137 |
| Everman Civic Center | Ballroom | 213 North Race Street | Everman, TX 76140 |
| Jefferson Davis 9th Grade Center | Lobby (Commons) | 615 Townley Drive | Everman, TX 76140 |
| Berea Baptist Church | Fellowship Hall (Cafeteria) | 6901 Forest Hill Drive | Forest Hill, TX 76140 |
| Forest Hill Civic & Convention Center | Room 101 | 6901 Wichita Street | Forest Hill, TX 76140 |
| Sidney Poynter Elementary School | Cafeteria | 521 Ashdale Drive | Fort Worth, TX 76140 |
| First Baptist Watauga | Hallway | 6124 Plum Street | Watauga, TX 76148 |
| Hector F. Garcia Community Center | Gym | 7901 Indian Springs Road | Watauga, TX 76148 |
| Northside Church of the Nazarene | Main Foyer | 6750 Denton Highway | Watauga, TX 76148 |
| Victory Tabernacle Holiness | Fellowship Hall (Multipurpose Building) | 5761 Watauga Road | Watauga, TX 76148 |
| Watauga City Hall | Lobby | 7105 Whitley Road | Watauga, TX 76148 |
| Candlewood Suites Hotel | Blue Room | 4200 Reggis Court | Fort Worth, TX 76155 |

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
7:00 am - 7:00 pm
ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| M. G. Ellis | Gym | 215 Northeast 14th Street | Fort Worth, TX 76164 |
| Northside Community Center | Banquet Hall - Room 151 A | 1100 Northwest 18th Street | Fort Worth, TX 76164 |
| Rufino Mendoza, Sr. Elementary School | Gymnasium | 1412 Denver Avenue | Fort Worth, TX 76164 |
| O. A. Peterson Elementary School | Gym | 2000 Winter Hawk Drive | Fort Worth, TX 76177 |
| Vista Ridge Middle School | Cafeteria | 3201 Thompson Road | Fort Worth, TX 76177 |
| Bristol Park Assisted Living & Memory Care | Front Lobby | 3141 Dalhart Drive | Fort Worth, TX 76179 |
| Eagle Mountain Elementary School | Computer Room A 18 | 9700 Morris Dido Newark Road | Fort Worth, TX 76179 |
| Lake Country Church | Lobby | 8777 Boat Club Road | Fort Worth, TX 76179 |
| Northwest Branch Library | Meeting Room | 6228 Crystal Lake Drive | Fort Worth, TX 76179 |
| Tarrant County College Northwest Campus | Fire Services Training Center, WFSC 1403A | 4801 Marine Creek Parkway | Fort Worth, TX 76179 |
| VFW Post 10374 | Hall | 13825 US Highway 287 | Fort Worth, TX 76179 |
| Eagle Mountain Fire Hall 1 | Training Room | 9500 Live Oak Lane | Saginaw, TX 76179 |
| John Ed Keeter Public Library | Back Seating Area | 355 West McLeroy Boulevard | Saginaw, TX 76179 |
| City Point United Methodist Church | Duncan Family Life Center | 7301 Glenview Drive | North Richland Hills, TX 76180 |
| Cross Church North Richland Hills Campus | Gymnasium / Basketball Court | 6955 Boulevard 26 | North Richland Hills, TX 76180 |
| Fine Arts Athletic Complex | 1st Floor Community Room | 9200 Mid Cities Boulevard | North Richland Hills, TX 76180 |
| Holiday Heights Elementary School | Outside Gym | 5221 Susan Lee Lane | North Richland Hills, TX 76180 |
| North Richland Hills Public Library | Community Room | 9015 Grand Avenue | North Richland Hills, TX 76180 |
| North Richland Middle School | Large Gym - Southeast Side | 4801 Redondo Street | North Richland Hills, TX 76180 |
| Richland High School | Omni Room | 5201 Holiday Lane | North Richland Hills, TX 76180 |
| Saint Paul Presbyterian Church | Fellowship Hall | 4517 Rufe Snow Drive | North Richland Hills, TX 76180 |
| Former Bursey Road Senior Adult Center | Main Room | 7301 Bursey Road | North Richland Hills, TX 76182 |
| Foster Village Elementary School | Library | 6800 Springdale Lane | North Richland Hills, TX 76182 |
| House of Grace | Sanctuary | 7850 Davis Boulevard | North Richland Hills, TX 76182 |
| North Park Baptist Church | Sanctuary | 7025 Mid Cities Boulevard | North Richland Hills, TX 76182 |

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 5, 2024
7:00 am - 7:00 pm
ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 5 DE NOVIEMBRE DE 2024
KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 5 THÁNG 11, NĂM 2024

| Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i> | Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i> | Address <i>Dirección</i> <i>Địa Chỉ</i> | City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i> |
|---|--|--|--|
| North Ridge Elementary School | Outside Gym | 7331 Holiday Lane (access from Starnes Road) | North Richland Hills, TX 76182 |
| Shady Grove Baptist Church | Fellowship Hall | 6649 Precinct Line Road | North Richland Hills, TX 76182 |
| Wellspring Church | Family Life Center | 7300 Smithfield Road | North Richland Hills, TX 76182 |
| Bette Perot Elementary School | Lobby | 9345 General Worth Drive | Fort Worth, TX 76244 |
| Caprock Elementary School | Gym | 12301 Grey Twig Drive | Fort Worth, TX 76244 |
| Eagle Ridge Elementary School | Gym (use door #12) | 4600 Alta Vista Road | Fort Worth, TX 76244 |
| Freedom Elementary School | Foyer | 5401 Wall Price Keller Road | Fort Worth, TX 76244 |
| Friendship Elementary School | Front Foyer | 5400 Shiver Road | Fort Worth, TX 76244 |
| Golden Triangle Branch Library | Meeting Room A & B | 4264 Golden Triangle Boulevard | Fort Worth, TX 76244 |
| Independence Elementary School | Library | 11773 Bray Birch Lane | Fort Worth, TX 76244 |
| Lone Star Elementary School | Lobby | 4647 Shiver Road | Fort Worth, TX 76244 |
| Northpark YMCA | Multipurpose Room | 9100 North Beach Street | Fort Worth, TX 76244 |
| The Met Church | Main Atrium Area | 11301 North Riverside Drive | Fort Worth, TX 76244 |
| Woodland Springs Elementary School | Gym | 12120 Woodland Springs Drive | Fort Worth, TX 76244 |
| Light of the World Church | Café | 8750 North Riverside Drive | Keller, TX 76244 |
| Bear Creek Bible Church | Youth Hangout Area | 1555 North Tarrant Parkway | Keller, TX 76248 |
| Hidden Lakes Elementary School | Foyer | 900 Preston Lane | Keller, TX 76248 |
| Indian Springs Middle School | Small Gym | 305 Bursey Road | Keller, TX 76248 |
| Keller Town Hall | Conference Room 212 | 1100 Bear Creek Parkway | Keller, TX 76248 |
| Keller United Methodist Church | Narthex (Lobby) | 1025 Johnson Road | Keller, TX 76248 |
| Ridgeview Elementary School | Cafeteria | 1601 Marshall Ridge Parkway | Keller, TX 76248 |
| WestWind Church | Sanctuary | 1300 Sarah Brooks Drive | Keller, TX 76248 |
| John M. Tidwell Middle School | PE Gym 1502 | 3937 Haslet-Roanoke Road | Roanoke, TX 76262 |
| Trophy Club Town Hall | EOC | 1 Trophy Wood Drive | Trophy Club, TX 76262 |

TARRANT COUNTY EARLY VOTING
(VOTACION ADELANTADA DEL CONDADO DE TARRANT)
(BẦU CỬ SỚM CỦA QUẬN TARRANT)

NOVEMBER 5, 2024
(5 DE NOVIEMBRE DE 2024)
(NGÀY 5 THÁNG 11, NĂM 2024)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES CONJUNTAS Y ESPECIALES)
(KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS
(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)
(Ngày và giờ đi bầu cử sớm)

| | | |
|---|--|------------------------|
| October (Octubre) (Tháng Mười) 21 -25 | Monday – Friday (Lunes – Viernes) (Thứ Hai – Thứ Sáu) | 8:00 a.m. – 5:00 p.m. |
| October (Octubre) (Tháng Mười) 26 | Saturday (Sábado) (Thứ Bảy) | 7:00 a.m. – 7:00 p.m. |
| October (Octubre) (Tháng Mười) 27 | Sunday (Domingo) (Chủ Nhật) | 10:00 a.m. – 4:00 p.m. |
| October (Octubre) (Tháng Mười) 28 - 31 | Monday – Thursday (Lunes - Jueves) (Thứ Hai - Thứ Năm) | 7:00 a.m. – 7:00 p.m. |
| November (Noviembre) (Tháng Mười Một) 1 | Friday (Viernes) (Thứ Sáu) | 7:00 a.m. – 7:00 p.m. |

| | Location (Ubicación) (Địa điểm) | Address (Dirección) (Địa chỉ) | City (Ciudad) (Thành phố) | Zip Code (Código postal) (Mã Bưu Điện) |
|----|---|--|--|---|
| 1 | Bob Duncan Center | 2800 S Center Street | Arlington | 76014 |
| 2 | Elzie Odom Athletic Center | 1601 NE Green Oaks Boulevard | Arlington | 76006 |
| 3 | City of Arlington South Service Center | 1100 SW Green Oaks Boulevard | Arlington | 76017 |
| 4 | Ron Wright Lake Arlington Branch Library | 4000 W Green Oaks Boulevard | Arlington | 76016 |
| 5 | Tarrant County Subcourthouse in Arlington | 700 E Abram Street | Arlington | 76010 |
| 6 | Tarrant County College Southeast Campus ESCT – The HUB, 1 st floor | 2100 Southeast Parkway | Arlington | 76018 |
| 7 | University of Texas at Arlington Maverick Activities Center | 500 W Nedderman Drive | Arlington | 76019 |
| 8 | Azle ISD PD | 483 Sandy Beach Road, Suite A | Azle | 76020 |
| 9 | Bedford Public Library | 2424 Forest Ridge Drive | Bedford | 76021 |
| 10 | Benbrook Community Center | 228 San Angelo Avenue | Benbrook | 76126 |
| 11 | Blue Mound Community Center | 1824 Fagan Drive | Blue Mound | 76131 |
| 12 | Colleyville Recreation Center Annex A | 5008 Roberts Road | Colleyville | 76034 |
| 13 | Crouch Event Center in Bicentennial Park | 900 E Glendale Street | Crowley | 76036 |
| 14 | Vietnamese American Community Home | 2117 Roosevelt Drive | Dalworthington Gardens | 76013 |
| 15 | Eules Family Life Senior Center | 300 W Midway Drive | Eules | 76039 |
| 16 | Forest Hill Civic and Convention Center | 6901 Wichita Street | Forest Hill | 76140 |
| 17 | Charles F. Griffin Building | 3212 Miller Avenue | Fort Worth | 76119 |
| 18 | Como Community Center | 4660 Horne Street | Fort Worth | 76107 |
| 19 | Diamond Hill/Jarvis Branch Library | 1300 NE 35 th Street | Fort Worth | 76106 |
| 20 | Dionne Phillips Bagsby Southwest Subcourthouse | 6551 Granbury Road | Fort Worth | 76133 |
| 21 | Golden Triangle Branch Library | 4264 Golden Triangle Boulevard | Fort Worth | 76244 |
| 22 | Handley-Meadowbrook Community Center | 6201 Beaty Street | Fort Worth | 76112 |
| 23 | James Avenue Service Center | 5001 James Avenue | Fort Worth | 76115 |
| 24 | Northside Community Center | 1100 NW 18 th Street | Fort Worth | 76164 |
| 25 | Southside Community Center | 959 E Rosedale Street | Fort Worth | 76104 |
| 26 | Southwest Community Center | 6300 Welch Avenue | Fort Worth | 76133 |
| 27 | Southwestern Baptist Theological Seminary Price Hall - Lobby | 4521 Frazier Avenue | Fort Worth | 76115 |
| 28 | Summerglen Branch Library | 4205 Basswood Boulevard | Fort Worth | 76137 |
| 29 | Tarrant County College Northwest Campus WFSC 1403A | 4801 Marine Creek Parkway | Fort Worth | 76179 |
| 30 | Tarrant County College South Campus Student Center SSTU 1112 | 5301 Campus Drive | Fort Worth | 76119 |
| 31 | Tarrant County Elections Center Main Early Voting Site (Principal sitio de votación adelantada) (Trung Tâm Bầu Cử Sớm) | 2700 Premier Street | Fort Worth | 76111 |
| 32 | Tarrant County Plaza Building | 201 Burnett Street | Fort Worth | 76102 |
| 33 | Texas Christian University Brown-Lupton University Union | 2901 Stadium Drive | Fort Worth | 76129 |
| 34 | UNT – Health Science Center IREB - Lobby | 3430 Camp Bowie Boulevard | Fort Worth | 76107 |
| 35 | Worth Heights Community Center | 3551 New York Avenue | Fort Worth | 76110 |
| 36 | Asia Times Square | 2625 W Pioneer Parkway | Grand Prairie | 75051 |
| 37 | Grapevine Public Library | 1201 Municipal Way | Grapevine | 76051 |
| 38 | Haltom City Senior Center | 3201 Friendly Lane | Haltom City | 76117 |

TARRANT COUNTY EARLY VOTING
(VOTACION ADELANTADA DEL CONDADO DE TARRANT)
(BẦU CỬ SỚM CỦA QUẬN TARRANT)

NOVEMBER 5, 2024
(5 DE NOVIEMBRE DE 2024)
(NGÀY 5 THÁNG 11, NĂM 2024)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES CONJUNTAS Y ESPECIALES)
(KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

| | | | | |
|----|--|----------------------------|------------------|-------|
| 39 | Legacy Learning Center Northwest ISD | 501 School House Road | Haslet | 76052 |
| 40 | Brookside Center | 1244 Brookside Drive | Hurst | 76053 |
| 41 | Tarrant County Northeast Courthouse | 645 Grapevine Highway | Hurst | 76054 |
| 42 | Tarrant County College Northeast Campus Student Center NSTU 1506 – The Galley | 828 W Harwood Road | Hurst | 76054 |
| 43 | Keller Town Hall | 1100 Bear Creek Parkway | Keller | 76248 |
| 44 | Kennedale Community Center | 316 W 3rd Street | Kennedale | 76060 |
| 45 | Sheriff's Office North Patrol Division | 6651 Lake Worth Boulevard | Lake Worth | 76135 |
| 46 | Tarrant County Subcourthouse at Mansfield | 1100 E Broad Street | Mansfield | 76063 |
| 47 | Vernon Newsom Stadium | 3700 E Broad Street | Mansfield | 76063 |
| 48 | City Point United Methodist Church Duncan Family Life Center | 7301 Glenview Drive | N Richland Hills | 76180 |
| 49 | Former Bursley Road Senior Adult Center | 7301 Bursley Road | N Richland Hills | 76182 |
| 50 | Southlake Town Hall | 1400 Main Street | Southlake | 76092 |
| 51 | White Settlement Public Library | 8215 White Settlement Road | White Settlement | 76108 |

Application for a Ballot by Mail may be downloaded from our website: www.tarrantcountytx.gov/elections
(Solicitud para Boleta por Correo se puede descargar de nuestro sitio web): www.tarrantcountytx.gov/elections
(Có thể tải Đơn xin lá Phiếu Bầu qua Thư trên trang mạng của chúng tôi): www.tarrantcountytx.gov/elections

Information by phone: Tarrant County Elections Administration, 817-831-8683
(Información por teléfono): (Administración de Elecciones del Condado de Tarrant 817-831-8683)
(Thông tin qua điện thoại) (Điều Hành Bầu Cử Quận Tarrant, 817-831-8683)

Applications for a Ballot by Mail must be submitted between January 1, 2024 and October 25, 2024 by mail, fax or email to:

Note: effective December 1, 2017 - If an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.

(Solicitudes para una Boleta por Correo pueden ser sometidas entre el 1 de Enero de 2024 y 25 de Octubre de 2024 por correo, fax o por correo electrónico a:

Nota: efectivo el 1 de Diciembre de 2017 - Si una solicitud de boleta por correo se envía por fax o por correo electrónico la solicitud original también debe ser enviada por correo y recibida por el Secretario de votación anticipada no más tarde del cuarto día hábil después de recibir la copia enviada por fax o por correo electrónico.)

(Đơn xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2024 và Ngày 25 Tháng 11, Năm 2024 bằng thư, fax hoặc email đến:
Lưu ý: có hiệu lực từ ngày 1 tháng 12 năm 2017 - Nếu Đơn Xin Lá Phiếu bầu qua thư được gửi bằng fax hoặc e-mail, đơn xin bản gốc cũng phải được gửi bằng thư đến và nhận bởi Thư Ký Phụ Trách Bỏ Phiếu Sớm không muộn hơn ngày làm việc thứ tư kể từ ngày nhận được bản sao từ fax hoặc e-mail.)

Early Voting Clerk (Secretario De Votación Adelantada) (Nhân Viên Phụ Trách Bỏ Phiếu Sớm)
PO Box 961011
Fort Worth TX 76161-0011
Fax: 817-850-2344
Email: votebymail@tarrantcountytx.gov

City Council Regular Meeting

DEPARTMENT: Police
FROM: Billy J. Cordell, Chief of Police
MEETING: October 21, 2024

SUBJECT:

Consider approval of Cooperative Purchase Agreement with Axon Enterprise, Inc. for the purchase of Unmanned Aerial Surveillance (UAS) licenses and a fotokite (tethered drone) through BuyBoard Contract No.718-23 in an amount of \$110,213.08 over five years. *(Staff Presenter: Wes Routson, Support Bureau Lieutenant)*

SUMMARY:

The Burleson Police Department requests Council's support of Cooperative Purchase Agreement with Axon Enterprises, Inc. for the addition of a fotokite (tethered drone) and Axon Air streaming software in the total amount of \$110,213.08 distributed over the next five (5) years. Both items were approved supplements as a part of the city's approved budget for Fiscal Year 2024-2025. The Axon Air software request is \$1,633.81 higher than the originally approved supplemental request due to compressing the purchase into the remaining time of four years (4) on the department's Axon Master Service Agreement.

The fotokite is on a five-year (5) service agreement schedule. The Axon Air streaming software is on the remaining four-year (4) service agreement with the department's other Axon software services (E.com licenses). The fotokite is a one-time purchase of equipment and the Axon Air is software that may be renewed at the end of the existing service agreement along with the other software-based equipment.

Fotokite (Tethered Drone) (5-year agreement):

- 2024: \$ 9,891.96
- 2025: 14,818.43
- 2026: 15,411.15
- 2027: 16,027.60
- 2028: 16,668.70
- **Total: \$ 72,817.84**

Axon Air Software (4-year agreement):

- 2024: \$ 9,348.81
- 2025: 9,348.81
- 2026: 9,348.81
- 2027: 9,348.81
- **Total: \$ 37,395.24**

Cumulative Totals:

- 2024: \$ 19,240.77
- 2025: 24,167.24
- 2026: 24,759.96
- 2027: 25,376.41
- 2028: 16,668.70
- **Total: \$ 110,213.08**

RECOMMENDATION:

Staff recommends approval of the amendment.

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

City Council Special Meeting September 03, 2024.

City Council Regular Meeting September 09, 2024.

REFERENCE:

N/A

FISCAL IMPACT:

\$110,213.08 distributed over the span of five (5) years is allocated in the Police Department's general budget. Account Number: 1012001-61510

STAFF CONTACT:

Wes Routson
Support Bureau Lieutenant
wroutson@burlesontx.com
817-426-9947

THE CITY OF
BURLESON
TEXAS

Axon

Lieutenant Wes Routson

October 21, 2024



Axon

- In March 2024, the Burlison Police Department presented their supplemental request for a Fotokite (tethered drone) through Axon Enterprise Incorporated. From this presentation, the benefits, efficiencies, and enhancements of adding the Axon Fotokite were expressed:
 - Axon Fotokite (tethered drone) offers drone capabilities to officers in the field without the need for a certified drone pilot
 - Extended drone flight times in excess of 24 hours
 - Thermal imaging

On September 03, 2024 and September 09, 2024, the City Manager presented his recommendations for supplements to fund during the City Council Special Meeting and the City Council Regular Meeting, which included the Axon Tethered Drone.

Axon Fotokite (Tethered Drone)

Actively tethered UAS ready to deploy at the push of a button with no piloting required:

- Flight Time – 24+ hours
- Hands-free deployment
- Flight ceiling 150ft
- Thermal imaging
- 12MP, 4K camera
- Operates in rain, snow, and wind
- Ruggedized tablet
- Portable with carrying case



Axon Fotokite (Tethered Drone)

- 60 month term.
- Will be delivered approx. 8 weeks from contract signing:
 - Year 1: \$ 9,891.96
 - Year 2: 14,818.43
 - Year 3: 15,411.15
 - Year 4: 16,027.60
 - Year 5: 16,668.70
 - **Total: \$ 72,817.84**
- Includes tethered drone, transport case, ruggedized tablet, warranty, and service



Axon

- In March 2024, the Burleson Police Department presented their request for supplemental services and products through Axon Enterprise Incorporated. From this presentation, the Axon Air streaming service benefits, efficiencies, and enhancements were expressed:
 - Axon Air streaming service provides live streaming, recording, and media storage of our current drones within the Axon software
 - Axon Air stores the digital data in evidence.com where our other digital media is stored

On September 03, 2024 and September 09, 2024, the City Manager presented his recommendations for supplemental to fund Axon Air streaming software as a part of the FY 2024-2025 budget

Axon Air (Streaming Software)

Axon Air software provides the following capabilities to our existing piloted drones:

- Live streaming of drone cameras through our existing Axon software
- Tracks flights for pilot reporting data
- Provides hardware status data
- Manages updates for drone software
- Tracks training and flight hours for pilots

Total Expense

Fotokite (tethered drone):

| | |
|---------------|---------------------|
| 2024: | \$ 9,891.96 |
| 2025: | 14,818.43 |
| 2026: | 15,411.15 |
| 2027: | 16,027.60 |
| 2028: | <u>16,668.70</u> |
| Total: | \$ 72,817.84 |

Axon Air:

| | |
|---------------|---------------------|
| 2024: | \$ 9,348.81 |
| 2025: | 9,348.81 |
| 2026: | 9,348.81 |
| 2027: | <u>9,348.81</u> |
| Total: | \$ 37,395.24 |

Cumulative Totals:

| | |
|---------------|----------------------|
| 2024: | \$ 19,240.77 |
| 2025: | 24,167.24 |
| 2026: | 24,759.96 |
| 2027: | 25,376.41 |
| 2028: | <u>16,668.70</u> |
| Total: | \$ 110,213.08 |

Options and Recommendation

- Options:

- Approve a sixty month contract through a cooperative purchasing agreement with Axon Enterprise Incorporated for the purchase of a Fotokite (tethered drone) in the amount of \$72,817.84
- Approve a four year agreement for Axon Air streaming software with Axon Enterprises Incorporated for drone streaming software in the amount of \$37,395.24
- Delay the approval of the contract
- Deny the contract

- Staff Recommendation:

- Approval of Fotokite and Axon Air agreement in the total amount of \$110,213.08



Questions/Comments

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Buyboard 718-23

This agreement (“the Agreement”) is hereby made this 3rd day of October, 2024, by the Burleson Police Department (“Customer”) and Axon Enterprise, Inc. (“Axon”). Collectively, Customer and Axon are the “Parties.”

WHEREAS, the Customer is desirous of having Axon provide products and services, as herein described; and

WHEREAS, Axon and Buyboard agreed to utilize Buyboard 718-23 as for the Buyboard Cooperative Contract (“Buyboard Contract”) which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Buyboard Contract to the Customer at the same prices in Buyboard Contract; and

WHEREAS, the goods and/or services required by the Customer and that the Customer seeks to obtain from Axon are within the scope of the Buyboard Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the BuyBoard #718-23 Contract for the goods and services detailed in Q-564163-45552.511JW and Q-564162-45510.875JW (the “Quotes”) attached hereto as Exhibit A and Exhibit B, respectively.

2. The term of this Agreement shall begin upon the date of last signature and shall continue until all subscriptions hereunder have expired or have been terminated. In the event the term of the subscriptions extends past the termination or expiration of the Buyboard Contract, the terms and conditions of the Buyboard Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with the Buyboard Contract, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Customer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Attachment A

Q-564163-45552.511JW

Issued: 09/17/2024

Quote Expiration: 10/31/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 114568

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO |
|---|--|
| Burleson Police Dept. - TX 1161 SW Wilshire Blvd Burleson, TX 76028-5718 USA | Burleson Police Dept. - TX 141 W Renfro St Burleson TX 76028-4261 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|--|
| Jerrold Wilson Phone: 903-830-5660 Email: jewilson@axon.com Fax: | Wes Routson Phone: (817) 426-9947 Email: wroutson@burlesontx.com Fax: |

Quote Summary

| | |
|-------------------------------|--------------------|
| Program Length | 51 Months |
| TOTAL COST | \$37,395.24 |
| ESTIMATED TOTAL W/ TAX | \$37,395.24 |

Discount Summary

| | |
|--------------------------|---------------|
| Average Savings Per Year | \$0.00 |
| TOTAL SAVINGS | \$0.00 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|--------------------|---------------|--------------------|
| Oct 2024 | \$9,348.81 | \$0.00 | \$9,348.81 |
| Nov 2025 | \$9,348.81 | \$0.00 | \$9,348.81 |
| Nov 2026 | \$9,348.81 | \$0.00 | \$9,348.81 |
| Nov 2027 | \$9,348.81 | \$0.00 | \$9,348.81 |
| Total | \$37,395.24 | \$0.00 | \$37,395.24 |

| | |
|------------------------|-------------|
| Quote Unbundled Price: | \$37,395.24 |
| Quote List Price: | \$37,395.24 |
| Quote Subtotal: | \$37,395.24 |

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|--|-----|------|-----------|------------|-----------|--------------------|---------------|--------------------|
| Program | | | | | | | | | |
| CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 1 | 51 | \$183.34 | \$183.34 | \$183.34 | \$9,350.34 | \$0.00 | \$9,350.34 |
| CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | 51 | \$283.34 | \$283.34 | \$283.34 | \$14,450.34 | \$0.00 | \$14,450.34 |
| A la Carte Software | | | | | | | | | |
| 100112 | AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA | 8 | 51 | | \$33.32 | \$33.32 | \$13,594.56 | \$0.00 | \$13,594.56 |
| Total | | | | | | | \$37,395.24 | \$0.00 | \$37,395.24 |

Delivery Schedule

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------------------------|--------|--|-----|----------------------|--------------------|
| AXON AIR, CLASS 1 UAS BUNDLE | 100579 | AXON AIR - UAS LICENSE - CLASS 1 | 1 | 11/01/2024 | 01/31/2029 |
| AXON AIR, CLASS 1 UAS BUNDLE | 100584 | AXON AIR - ADVANCED STREAMING ADD-ON | 1 | 11/01/2024 | 01/31/2029 |
| AXON AIR, CLASS 1 UAS BUNDLE | 100586 | AXON AIR - API INTEGRATIONS ADD-ON | 1 | 11/01/2024 | 01/31/2029 |
| AXON AIR, CLASS 2 UAS BUNDLE | 100580 | AXON AIR - UAS LICENSE - CLASS 2 | 1 | 11/01/2024 | 01/31/2029 |
| AXON AIR, CLASS 2 UAS BUNDLE | 100584 | AXON AIR - ADVANCED STREAMING ADD-ON | 1 | 11/01/2024 | 01/31/2029 |
| AXON AIR, CLASS 2 UAS BUNDLE | 100586 | AXON AIR - API INTEGRATIONS ADD-ON | 1 | 11/01/2024 | 01/31/2029 |
| A la Carte | 100112 | AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA | 8 | 11/01/2024 | 01/31/2029 |

Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|-----------------|-----------------------|----------|-------|------------|---------|
| 1 | 1161 SW Wilshire Blvd | Burleson | TX | 76028-5718 | USA |

Payment Details

Oct 2024

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|-----------|--|-----|-------------------|---------------|-------------------|
| Year 1 | 100112 | AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA | 8 | \$3,398.65 | \$0.00 | \$3,398.65 |
| Year 1 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 1 | \$2,337.58 | \$0.00 | \$2,337.58 |
| Year 1 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,612.58 | \$0.00 | \$3,612.58 |
| Total | | | | \$9,348.81 | \$0.00 | \$9,348.81 |

Nov 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|-----------|--|-----|-------------------|---------------|-------------------|
| Year 2 | 100112 | AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA | 8 | \$3,398.65 | \$0.00 | \$3,398.65 |
| Year 2 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 1 | \$2,337.58 | \$0.00 | \$2,337.58 |
| Year 2 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,612.58 | \$0.00 | \$3,612.58 |
| Total | | | | \$9,348.81 | \$0.00 | \$9,348.81 |

Nov 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|-----------|--|-----|-------------------|---------------|-------------------|
| Year 3 | 100112 | AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA | 8 | \$3,398.65 | \$0.00 | \$3,398.65 |
| Year 3 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 1 | \$2,337.58 | \$0.00 | \$2,337.58 |
| Year 3 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,612.58 | \$0.00 | \$3,612.58 |
| Total | | | | \$9,348.81 | \$0.00 | \$9,348.81 |

Nov 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|-----------|--|-----|-------------------|---------------|-------------------|
| Year 4 | 100112 | AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA | 8 | \$3,398.65 | \$0.00 | \$3,398.65 |
| Year 4 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 1 | \$2,337.58 | \$0.00 | \$2,337.58 |
| Year 4 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,612.58 | \$0.00 | \$3,612.58 |
| Total | | | | \$9,348.81 | \$0.00 | \$9,348.81 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Proposal No. 718-23 (Axon Air) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/17/2024



EXHIBIT B



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Attachment B

Q-564162-45510.875JW

Issued: 08/06/2024

Quote Expiration: 10/31/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 114568

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO |
|---|--|
| Burleson Police Dept. - TX 1161 SW Wilshire Blvd Burleson, TX 76028-5718 USA | Burleson Police Dept. - TX 141 W Renfro St Burleson TX 76028-4261 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|--------------------------|
| Jerrold Wilson Phone: 903-830-5660 Email: jewilson@axon.com Fax: | Phone: Email: Fax: |

Quote Summary

| | |
|-------------------------------|--------------------|
| Program Length | 60 Months |
| TOTAL COST | \$72,817.84 |
| ESTIMATED TOTAL W/ TAX | \$72,817.84 |

Discount Summary

| | |
|--------------------------|---------------|
| Average Savings Per Year | \$0.00 |
| TOTAL SAVINGS | \$0.00 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|--------------------|---------------|--------------------|
| Jan 2025 | \$9,891.96 | \$0.00 | \$9,891.96 |
| Jan 2026 | \$14,818.43 | \$0.00 | \$14,818.43 |
| Jan 2027 | \$15,411.15 | \$0.00 | \$15,411.15 |
| Jan 2028 | \$16,027.60 | \$0.00 | \$16,027.60 |
| Jan 2029 | \$16,668.70 | \$0.00 | \$16,668.70 |
| Total | \$72,817.84 | \$0.00 | \$72,817.84 |

| | |
|------------------------|-------------|
| Quote Unbundled Price: | \$72,817.84 |
| Quote List Price: | \$72,817.84 |
| Quote Subtotal: | \$72,817.84 |

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|------------------------------|---|-----|------|-----------|-------------|-------------|--------------------|---------------|--------------------|
| A la Carte Hardware | | | | | | | | | |
| 12346 | AXON AIR - FOTOKITE SIGMA MOBILE | 1 | | | \$37,078.00 | \$37,078.00 | \$37,078.00 | \$0.00 | \$37,078.00 |
| A la Carte Software | | | | | | | | | |
| 100368 | AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT | 1 | 48 | | \$249.58 | \$249.58 | \$11,979.84 | \$0.00 | \$11,979.84 |
| 12344 | AXON AIR - FOTOKITE CONNECT LICENSE | 1 | 60 | | \$275.00 | \$275.00 | \$16,500.00 | \$0.00 | \$16,500.00 |
| A la Carte Warranties | | | | | | | | | |
| 100776 | AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY | 1 | | | \$7,260.00 | \$7,260.00 | \$7,260.00 | \$0.00 | \$7,260.00 |
| Total | | | | | | | \$72,817.84 | \$0.00 | \$72,817.84 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|------------|-------|----------------------------------|-----|-------------------|-------------------------|
| A la Carte | 12346 | AXON AIR - FOTOKITE SIGMA MOBILE | 1 | 1 | 01/01/2025 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------|--------|---|-----|----------------------|--------------------|
| A la Carte | 12344 | AXON AIR - FOTOKITE CONNECT LICENSE | 1 | 02/01/2025 | 01/31/2030 |
| A la Carte | 100368 | AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT | 1 | 02/01/2026 | 01/31/2030 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------|--------|---|-----|----------------------|--------------------|
| A la Carte | 100776 | AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY | 1 | | |

Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|-----------------|-----------------------|----------|-------|------------|---------|
| 1 | 1161 SW Wilshire Blvd | Burleson | TX | 76028-5718 | USA |

Payment Details

Jan 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|------------------|-------|-------------------------------------|-----|-------------------|---------------|-------------------|
| Annual Payment 1 | 12344 | AXON AIR - FOTOKITE CONNECT LICENSE | 1 | \$3,046.35 | \$0.00 | \$3,046.35 |
| Annual Payment 1 | 12346 | AXON AIR - FOTOKITE SIGMA MOBILE | 1 | \$6,845.61 | \$0.00 | \$6,845.61 |
| Total | | | | \$9,891.96 | \$0.00 | \$9,891.96 |

Jan 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------------------|--------|---|-----|--------------------|---------------|--------------------|
| Annual Payment 2 | 12344 | AXON AIR - FOTOKITE CONNECT LICENSE | 1 | \$3,168.20 | \$0.00 | \$3,168.20 |
| Annual Payment 2 | 12346 | AXON AIR - FOTOKITE SIGMA MOBILE | 1 | \$7,119.43 | \$0.00 | \$7,119.43 |
| Ext Warranty - Annual Payment 1 | 100368 | AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT | 1 | \$2,821.14 | \$0.00 | \$2,821.14 |
| Ext Warranty - Annual Payment 1 | 100776 | AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY | 1 | \$1,709.66 | \$0.00 | \$1,709.66 |
| Total | | | | \$14,818.43 | \$0.00 | \$14,818.43 |

Jan 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------------------|--------|---|-----|--------------------|---------------|--------------------|
| Annual Payment 3 | 12344 | AXON AIR - FOTOKITE CONNECT LICENSE | 1 | \$3,294.93 | \$0.00 | \$3,294.93 |
| Annual Payment 3 | 12346 | AXON AIR - FOTOKITE SIGMA MOBILE | 1 | \$7,404.20 | \$0.00 | \$7,404.20 |
| Ext Warranty - Annual Payment 2 | 100368 | AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT | 1 | \$2,933.98 | \$0.00 | \$2,933.98 |
| Ext Warranty - Annual Payment 2 | 100776 | AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY | 1 | \$1,778.04 | \$0.00 | \$1,778.04 |
| Total | | | | \$15,411.15 | \$0.00 | \$15,411.15 |

Jan 2028

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------------------|--------|---|-----|--------------------|---------------|--------------------|
| Annual Payment 4 | 12344 | AXON AIR - FOTOKITE CONNECT LICENSE | 1 | \$3,426.73 | \$0.00 | \$3,426.73 |
| Annual Payment 4 | 12346 | AXON AIR - FOTOKITE SIGMA MOBILE | 1 | \$7,700.37 | \$0.00 | \$7,700.37 |
| Ext Warranty - Annual Payment 3 | 100368 | AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT | 1 | \$3,051.33 | \$0.00 | \$3,051.33 |
| Ext Warranty - Annual Payment 3 | 100776 | AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY | 1 | \$1,849.17 | \$0.00 | \$1,849.17 |
| Total | | | | \$16,027.60 | \$0.00 | \$16,027.60 |

Jan 2029

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------------------|--------|---|-----|--------------------|---------------|--------------------|
| Annual Payment 5 | 12344 | AXON AIR - FOTOKITE CONNECT LICENSE | 1 | \$3,563.80 | \$0.00 | \$3,563.80 |
| Annual Payment 5 | 12346 | AXON AIR - FOTOKITE SIGMA MOBILE | 1 | \$8,008.38 | \$0.00 | \$8,008.38 |
| Ext Warranty - Annual Payment 4 | 100368 | AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT | 1 | \$3,173.39 | \$0.00 | \$3,173.39 |
| Ext Warranty - Annual Payment 4 | 100776 | AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY | 1 | \$1,923.13 | \$0.00 | \$1,923.13 |
| Total | | | | \$16,668.70 | \$0.00 | \$16,668.70 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Proposal No. 718-23 (Axon Air) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/6/2024



City Council Regular Meeting

DEPARTMENT: Police
FROM: Billy J. Cordell, Chief of Police
MEETING: October 21, 2024

SUBJECT:

Consider approval of Cooperative Purchase Agreement with Axon Enterprise, Inc. for the purchase of Body Worn Cameras, In-Car Cameras, Evidence.com licenses, and Tasers through BuyBoard Contract No.743-24 in an amount of \$37,014.78 over five years. Additionally, a contingency amount not to exceed \$200,000.00 is requested for potential purchases on this contract to support the onboarding of new officers and equipment. The total amount authorized is \$237,014.78 over four years. *(Staff Presenter: Wes Routson, Support Bureau Lieutenant)*

SUMMARY:

The Burleson Police Department requests Council's approval of Cooperative Purchase Agreement with Axon Enterprise, Inc. through BuyBoard Contract No.743-24 for the addition of eighteen (18) evidence.com (E.com) licenses in the amount of \$37,014.78 distributed over the next four (4) years.

Evidence.com Licenses:

- 2024: \$ 9,253.68
- 2025: 9,253.70
- 2026: 9,253.70
- 2027: 9,253.70
- **Total: \$ 37,014.78**

The Burleson Police Department requests Council's support to approve a contingency not to exceed \$200,000 to purchase additional Body Worn Cameras, In-Car-Cameras, Tasers, and evidence.com licenses over the next four (4) years. As additional employees or marked patrol vehicles are added to the department, it requires the addition of the listed Axon equipment or software. Currently there is not an approved contingency by council and any additional requests for this equipment or software licenses requires a modification to the service agreement per each request. Adding this contingency will allow for the addition of this equipment or software

licenses with approval from the Department Director or City Manager within the constraints of this not to exceed amount. Even with council approval of this contingency, established purchasing procedures have to be followed to add Axon equipment.

RECOMMENDATION:

Staff recommends approval of the amendment.

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

City Council Input: July 6, 2023, July 24, 2023, August 15, 2023. City Council Regular Meeting August 21, 2023, September 9, 2024.

City of Burleson is in the second year of a five-year service agreement with Axon Enterprises, Inc.

REFERENCE:

CSO#5190-08-2023

FISCAL IMPACT:

\$37,014.78 distributed over the span of four (4) years for the additional (E.com) licenses are allocated in the Police Department's general budget.

Account Number: 1012001-61510

A not to exceed contingency in the amount of \$200,000.00 over the contract amendment costs through January 31, 2029. This contingency request is below the 10% threshold for the \$2.2 million Axon Service Agreement. Available funds in the Police Department's budget would need to be identified before any contingency funds were expended.

STAFF CONTACT:

Wes Routson
Support Bureau Lieutenant
wroutson@burlesontx.com
817-426-9947

THE CITY OF
BURLESON
TEXAS

Axon

Lieutenant Wes Routson

October 21, 2024



Axon

Consider approval of Cooperative Purchase Agreement with Axon Enterprise, Inc. for the purchase of Body-Worn Cameras, In-Car Cameras, Evidence.com licenses, and Tasers through BuyBoard Contract No.743-24 in an amount of \$37,014.78 over four years.

Additionally, a contingency amount not to exceed \$200,000.00 is requested for potential purchases on this contract to support the onboarding of new officers and equipment. The total amount authorized is \$237,014.78 over four years.

- Evidence.com additional licenses (18) allows for providing axon live streaming of BWC videos to PSC supervisors to enhance communication and safety with officers in the field.

Evidence.com (E.com) Licenses

Each Body-Worn Camera (BWC) purchase comes with an E.com license, we identified need for eighteen (18) additional E.com licenses:

- Allows for providing axon live streaming of BWC videos to PSC supervisors to enhance communication and safety with officers in the field
- We changed procedures for document storage to E.com which created need for non-sworn to also need access to E.com
- Recognized benefits of having PSC Specialists having access to see BWC live streams
- E.com Pro license required to view:
 - BWC live streams
 - Access E.com file storage locations for digital media
- E.com Basic license required to:
 - Submit equipment returns, service requests, and warranty claims

Evidence.com (E.com) Licenses

Current digital storage service is evidence.com (E.com) which requires either a Pro or Basic license for use:

- Add evidence.com Pro licenses sixteen (16)
 - Eight licenses will be assigned to PSC Supervisors
 - Eight licenses will be assigned to PD personnel
- Add evidence.com Basic licenses two (2)
 - Two licenses will be assigned to fleet maintenance staff for operational maintenance

Contingency

A not to exceed contingency in the amount of \$200,000.00 over the contract amendment costs through January 31, 2029. This contingency request is below the 10% threshold for the \$2.2 million Axon Service Agreement.

- Currently we have to amend the Service Agreement every time we need to add an additional service or item (BWC, ICC, Taser, or E.com license) as we add additional staffing or designated emergency vehicles
- Contingency will allow for adding these items or licenses on an as needed basis through the life of the Axon Service Agreement (January 31, 2029) within City of Burleson purchasing procedures

Total Expense

Evidence.com Licenses:

2024: \$ 9,253.68

2025: 9,253.70

2026: 9,253.70

2027: 9,253.70

Total: \$ 37,014.78

Contingency of \$200,000.00 through remainder of Axon Service Agreement (January 31, 2029).

Options and Recommendation

- Options:

- Approve amendment to Axon Service Agreement contract through a cooperative purchasing agreement with BuyBoard for the purchase of Axon Enterprise Incorporated Evidence.com services in the amount of \$37,014.78
- Approve a contingency of \$200,000.00 for the purchase of additional Axon Enterprise Incorporated items or services of BWCs, ICCs, Tasers, or Evidence.com licenses
- Delay the approval of the Axon Service Agreement or Contingency
- Deny the amendment to the Axon Service Agreement or Contingency

- Staff Recommendation:

- Approve amendment to Axon Service Agreement contract through a cooperative purchasing agreement with BuyBoard for the purchase of Axon Enterprise Incorporated Axon Air and Evidence.com services in the amount of \$37,014.78
- Approve a contingency of \$200,000.00 for the purchase of additional Axon Enterprise Incorporated items or services of BWCs, ICCs, Tasers, or Evidence.com licenses through January 31, 2029



Questions/Comments

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Buyboard 743-24

This agreement (“the Agreement”) is hereby made this 21st day of October, 2024, by the Burleson Police Department (“Customer”) and Axon Enterprise, Inc. (“Axon”). Collectively, Customer and Axon are the “Parties.”

WHEREAS, the Customer is desirous of having Axon provide products and services, as herein described; and

WHEREAS, Axon and Buyboard agreed to utilize Buyboard 743-24 as for the Buyboard Cooperative Contract (“Buyboard Contract”) which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Buyboard Contract to the Customer at the same prices in Buyboard Contract; and

WHEREAS, the goods and/or services required by the Customer and that the Customer seeks to obtain from Axon are within the scope of the Buyboard Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Buyboard #743-24 Contract for the goods and services in the amount of thirty-seven thousand, fourteen and 78/100 dollars (\$37,014.78) detailed in Q-537318-45511.817JW (the “Quote”) attached hereto as Exhibit A. The terms of Axon’s MSPA as referenced under the Quote shall also apply.

2. The term of this Agreement shall begin upon the date of last signature and shall continue until all subscriptions hereunder have expired or have been terminated. In the event the term of the subscriptions extends past the termination or expiration of the Buyboard Contract, the terms and conditions of the Buyboard Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with the Buyboard Contract and the Quote, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Customer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Buyboard 743-24

This agreement (“the Agreement”) is hereby made this 3rd day of October, 2024, by the Burleson Police Department (“Customer”) and Axon Enterprise, Inc. (“Axon”). Collectively, Customer and Axon are the “Parties.”

WHEREAS, the Customer is desirous of having Axon provide products and services, as herein described; and

WHEREAS, Axon and Buyboard agreed to utilize Buyboard 743-24 as for the Buyboard Cooperative Contract (“Buyboard Contract”) which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Buyboard Contract to the Customer at the same prices in Buyboard Contract; and

WHEREAS, the goods and/or services required by the Customer and that the Customer seeks to obtain from Axon are within the scope of the Buyboard Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Buyboard #743-24 Contract for the goods and services detailed in Q-537318-45511.817JW (the “Quote”) attached hereto as Exhibit A. The terms of Axon’s MSPA as referenced under the Quote shall also apply.

2. The term of this Agreement shall begin upon the date of last signature and shall continue until all subscriptions hereunder have expired or have been terminated. In the event the term of the subscriptions extends past the termination or expiration of the Buyboard Contract, the terms and conditions of the Buyboard Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with the Buyboard Contract and the Quote, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Customer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

EXHIBIT A

Q-537318-45552.509JW

Issued: 09/17/2024

Quote Expiration: 10/31/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 114568

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO |
|---|--|
| Burleson Police Dept. - TX 1161 SW Wilshire Blvd Burleson, TX 76028-5718 USA | Burleson Police Dept. - TX 141 W Renfro St Burleson TX 76028-4261 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|--|
| Jerrold Wilson Phone: 903-830-5660 Email: jewilson@axon.com Fax: | Wes Routson Phone: (817) 426-9947 Email: wroutson@burlesontx.com Fax: |

Quote Summary

| | |
|-------------------------------|--------------------|
| Program Length | 51 Months |
| TOTAL COST | \$37,014.78 |
| ESTIMATED TOTAL W/ TAX | \$37,014.78 |

Discount Summary

| | |
|--------------------------|-------------------|
| Average Savings Per Year | (\$122.64) |
| TOTAL SAVINGS | (\$521.22) |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|--------------------|---------------|--------------------|
| Oct 2024 | \$9,253.68 | \$0.00 | \$9,253.68 |
| Nov 2025 | \$9,253.70 | \$0.00 | \$9,253.70 |
| Nov 2026 | \$9,253.70 | \$0.00 | \$9,253.70 |
| Nov 2027 | \$9,253.70 | \$0.00 | \$9,253.70 |
| Total | \$37,014.78 | \$0.00 | \$37,014.78 |

| | |
|------------------------|-------------|
| Quote Unbundled Price: | \$36,493.56 |
| Quote List Price: | \$36,493.56 |
| Quote Subtotal: | \$37,014.78 |

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|----------------------|-----|------|-----------|------------|-----------|--------------------|---------------|--------------------|
| A la Carte Software | | | | | | | | | |
| ProLicense | Pro License Bundle | 16 | 51 | | \$42.72 | \$43.33 | \$35,357.28 | \$0.00 | \$35,357.28 |
| BasicLicense | Basic License Bundle | 2 | 51 | | \$16.02 | \$16.25 | \$1,657.50 | \$0.00 | \$1,657.50 |
| Total | | | | | | | \$37,014.78 | \$0.00 | \$37,014.78 |

Delivery Schedule

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|----------------------|-------|---|-----|----------------------|--------------------|
| Basic License Bundle | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 2 | 11/01/2024 | 01/31/2029 |
| Basic License Bundle | 73840 | AXON EVIDENCE - ECOM LICENSE - BASIC | 2 | 11/01/2024 | 01/31/2029 |
| Pro License Bundle | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 48 | 11/01/2024 | 01/31/2029 |
| Pro License Bundle | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 16 | 11/01/2024 | 01/31/2029 |

Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|-----------------|-----------------------|----------|-------|------------|---------|
| | 1161 SW Wilshire Blvd | Burleson | TX | 76028-5718 | USA |

Payment Details

Oct 2024

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------------|----------------------|-----|-------------------|---------------|-------------------|
| Year 1 | BasicLicense | Basic License Bundle | 2 | \$414.38 | \$0.00 | \$414.38 |
| Year 1 | ProLicense | Pro License Bundle | 16 | \$8,839.30 | \$0.00 | \$8,839.30 |
| Total | | | | \$9,253.68 | \$0.00 | \$9,253.68 |

Nov 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------------|----------------------|-----|-------------------|---------------|-------------------|
| Year 2 | BasicLicense | Basic License Bundle | 2 | \$414.38 | \$0.00 | \$414.38 |
| Year 2 | ProLicense | Pro License Bundle | 16 | \$8,839.32 | \$0.00 | \$8,839.32 |
| Total | | | | \$9,253.70 | \$0.00 | \$9,253.70 |

Nov 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------------|----------------------|-----|-------------------|---------------|-------------------|
| Year 3 | BasicLicense | Basic License Bundle | 2 | \$414.38 | \$0.00 | \$414.38 |
| Year 3 | ProLicense | Pro License Bundle | 16 | \$8,839.32 | \$0.00 | \$8,839.32 |
| Total | | | | \$9,253.70 | \$0.00 | \$9,253.70 |

Nov 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------------|----------------------|-----|-------------------|---------------|-------------------|
| Year 4 | BasicLicense | Basic License Bundle | 2 | \$414.38 | \$0.00 | \$414.38 |
| Year 4 | ProLicense | Pro License Bundle | 16 | \$8,839.32 | \$0.00 | \$8,839.32 |
| Total | | | | \$9,253.70 | \$0.00 | \$9,253.70 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of conflict Buyboard Contract 743-24 shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/17/2024



City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer, IT

MEETING: October 21, 2024

SUBJECT:

Consider approval of a contract for the purchase of computers, monitors, and peripheral equipment from Dell Marketing LP through a cooperative purchase agreement with OMNIA Partners (01-143) in the amount of \$184,000. (Staff Contact: James Grommersch, Chief Technology Officer)

SUMMARY:

BTX-IT's Life Cycle Management program replaces end-user computers, monitors, and peripheral equipment every four to five years when the devices' warranties expire. The program ensures that our staff uses current technologies, has support for parts and equipment replacement, and can utilize new applications and updates as they become available.

BTX-IT will set up a blanket purchase order to Dell in the amount of \$184,000 for the fiscal year to streamline the procurement process using the OMNIA partner contract (01-143), which is a budget item in the department's yearly budget.

RECOMMENDATION:

Approve a contract with Dell Marketing LP

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

NA

FISCAL IMPACT:

Minor Computer Equipment: 6108001-61515 | \$184,000

STAFF CONTACT:

Name: James Grommersch
Title: Chief Technology Officer, IT
jgrommersch@burlesontx.com
817-426-9672

DELL MARKETING CONTRACT



BTX-IT's Life Cycle Management program replaces end-user computers, monitors, and peripheral equipment every four to five years when the warranty on the device(s) has expired.

The Life Cycle program ensures that our staff:

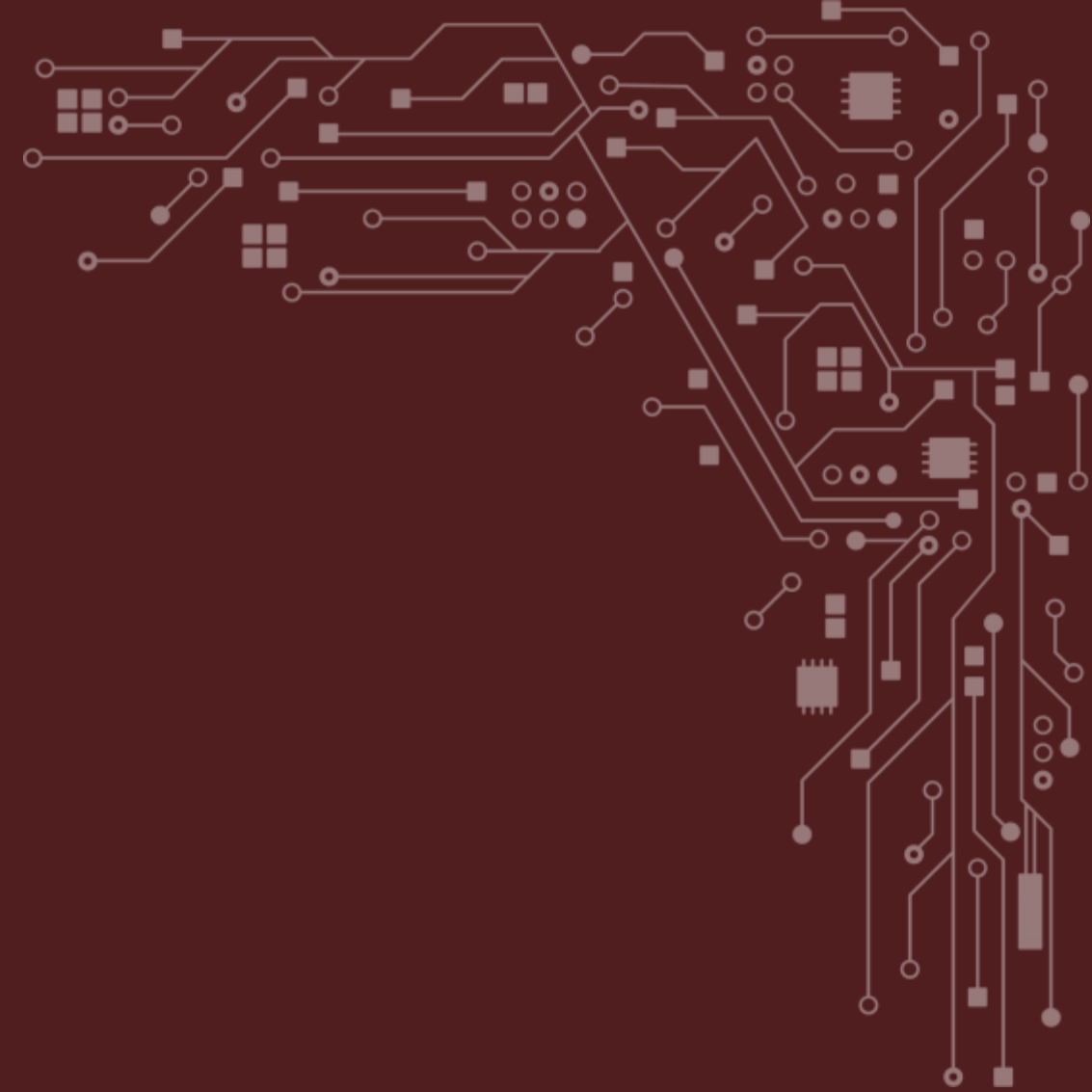
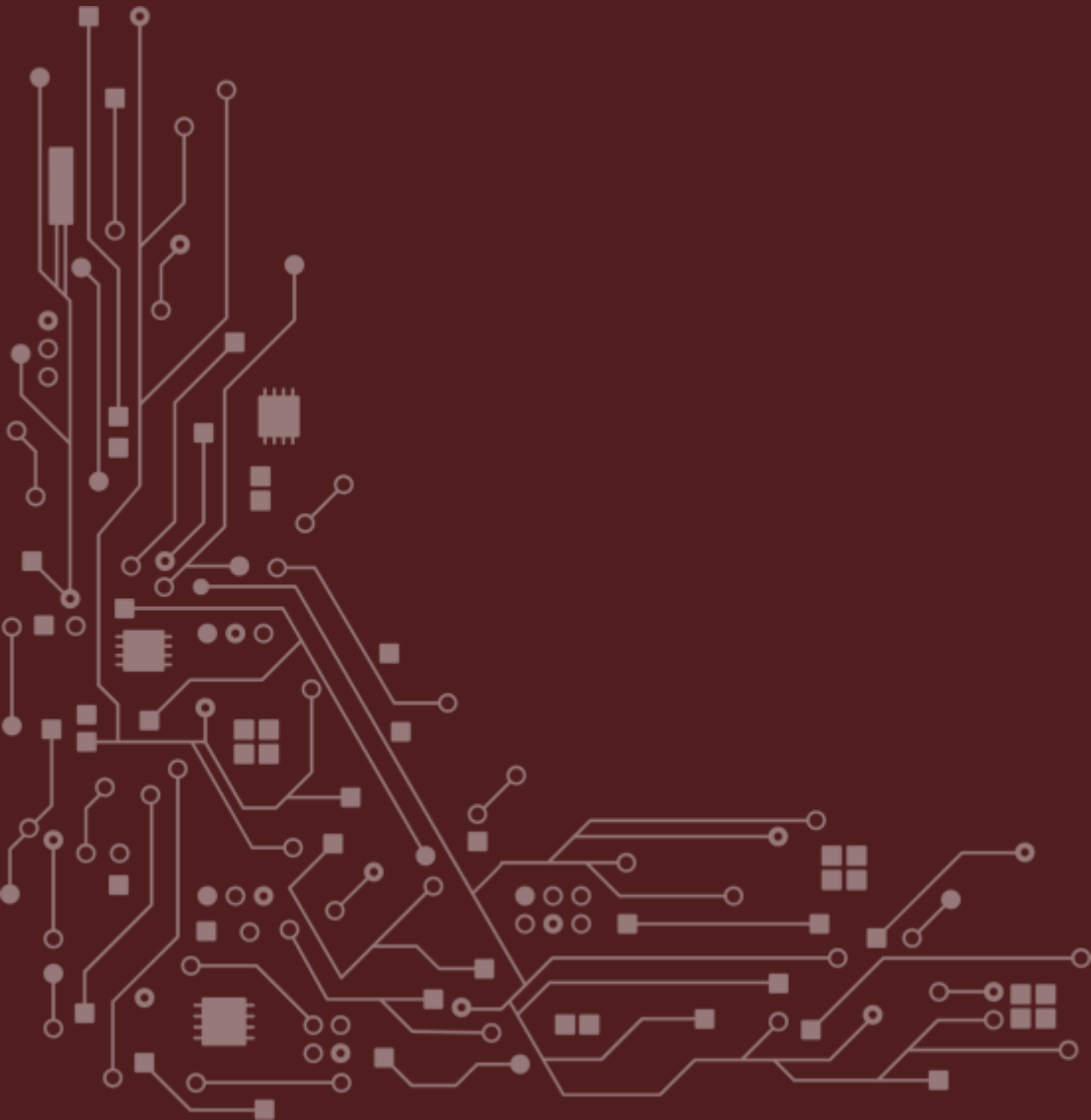
- Are using current technologies.
- Have parts and equipment replacement support.
- Ensure we can utilize new applications and updates as they become available.

BTX-IT will set up a blanket purchase order to Dell in the amount of \$184,000 for the fiscal year to streamline the procurement process using the OMNIA partner contract (01-143), which is a budget item in the department's yearly budget.



Approval of a contract for the purchase of computers, monitors, and peripheral equipment from Dell Marketing LP through a cooperative purchase agreement with OMNIA Partners (01-143) in the amount of \$184,000.







COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between DELL MARKETING, LP ("**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 OMNIA Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 1-143, as amended, (the "**Agreement**") with an expiration date of 11/30/2025.

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 City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

COMPUTERS, MONITORS, AND OTHER PERIPHERAL EQUIPMENT.

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 are in the amount of ONE HUNDRED EIGHTY-FOUR THOUSAND, AND NO/100 DOLLARS ("**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, unless acknowledged in writing by both parties, 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 1st and shall expire on September 30th 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. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

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 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 agree to 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 incorporated herein by reference and **available online** or by request 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 21 day of OCTOBER 20 24 .

CITY OF BURLESON

VENDOR DELL MARKETING, LP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Council Regular Meeting

DEPARTMENT: Information Technology
FROM: James Grommersch, Chief Technology Officer, IT
MEETING: October 21, 2024

SUBJECT:

Consider approval of a contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripheral equipment utilizing an Omnia Partners contract in the amount of \$118,000. (Staff Contact: James Grommersch, Chief Technology Officer)

SUMMARY:

BTX-IT's Life Cycle Management program is designed to keep our technology infrastructure efficient and up-to-date by regularly upgrading or replacing wireless access points, security cameras, monitors, and peripheral equipment on a flexible, needs-based schedule. This approach ensures that our systems remain current, maximizing service performance, strengthening security, and incorporating new features and functionality. Equipment is replaced as it reaches the end of its useful life, ensuring that our staff always have access to the latest technology and receive ongoing support for parts and replacements.

BTX-IT will establish a single \$118,000 blanket purchase order with CDW Government, LLC for fiscal year 2025. Although this is one contract, BTX-IT can utilize cooperative agreements such as TIPS, DIR, Sourcewell, or OMNIA Partners to secure the best possible pricing for each transaction. This strategy streamlines procurement, reduces administrative workload, and facilitates timely equipment replacements. By leveraging these agreements, BTX-IT ensures competitive pricing, compliance with procurement regulations, and efficient use of the \$118,000 budget to maintain and update its technology infrastructure.

RECOMMENDATION:

Approve of a contract with CDW Government LLC

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

NA

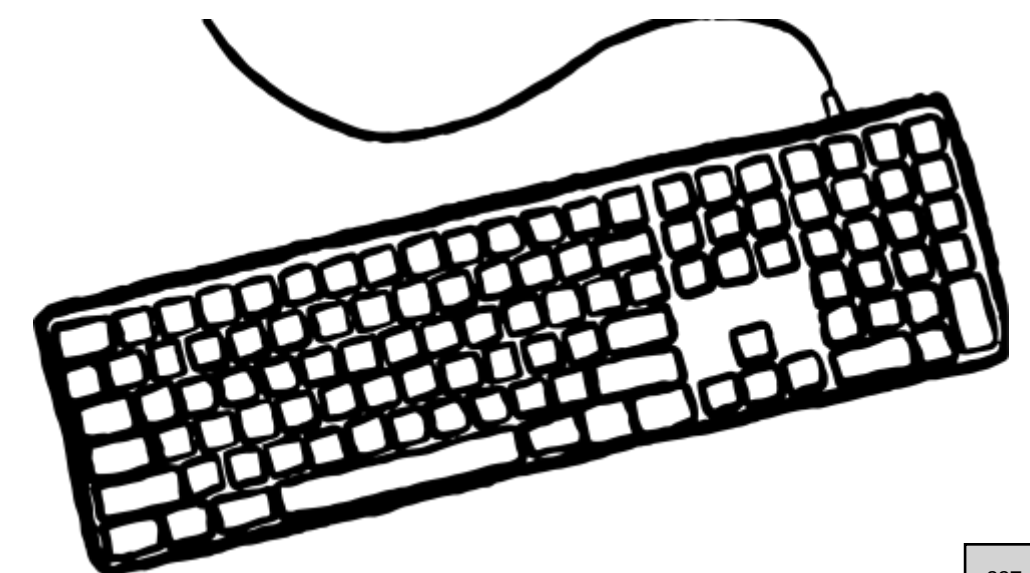
FISCAL IMPACT:

Minor Computer Equipment: 6108001-61515 | \$118,000

STAFF CONTACT:

Name: James Grommersch
Title: Chief Technology Officer, IT
jgrommersch@burlesontx.com
817-426-9672

CDW GOVERNMENT LLC CONTRACT



BTX-IT's Life Cycle Management program adds or replaces wireless access points, security cameras, monitors, and peripheral equipment on a varied lifecycle replacement timeline to improve our service offering.

The Life Cycle program ensures that our staff:

- Are using current technologies.
- Have parts and equipment replacement support.
- Ensure that we are taking advantage of new features and security enhancements provided by the new equipment.

- BTX-IT budgeted \$118,000 for various peripheral equipment this fiscal year and learned that we needed to enter four cooperative agreements to get the lowest overall price from one vendor.
- BTX-IT will establish a single \$118,000 blanket purchase order with CDW Government LLC (CDW-G) for the fiscal year 2025. CDW-G is the only vendor we will contract with for the equipment.
- Leveraging these cooperative agreements ensures competitive pricing and compliance with procurement regulations. Though it's one contract with CDW-G, the cooperative agreements with TIPS, DIR, Sourcewell, or OMNIA will secure the best prices for each purchase.

Approval of a contract for the purchase of wireless access points, security cameras, monitors, and peripheral equipment from CDW Government LLC through a cooperative purchase agreement using TIPS, DIR, Sourcewell, and OMNIA in the amount of \$118,000.







COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between CDW-GOVERNMENT, LLC ("**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 OMNIA PARTNERS Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 2024056-01, as amended, (the "**Agreement**") with an expiration date of 07/01/2028.

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 City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

WIRELESS ACCESS POINTS, SECURITY CAMERAS, MONITORS, AND PERIPHERAL EQUIPMENT.

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 are in the amount of ONE HUNDRED EIGHTTEEN THOUSAND, AND NO/100 DOLLARS ("**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, unless acknowledged in writing by both parties, 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 1st and shall expire on September 30th 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. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

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 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 agree to 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 incorporated herein by reference and **available online** or by request 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 21 day of OCTOBER 2024 .

CITY OF BURLESON

VENDOR CDW-GOVERNMENT, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Council Regular Meeting

DEPARTMENT: Information Technology
FROM: James Grommersch, Chief Technology Officer, IT
MEETING: October 21, 2024

SUBJECT:

Consider approval of a contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripheral equipment utilizing a TIPS contract in the amount of \$118,000. (Staff Contact: James Grommersch, Chief Technology Officer)

SUMMARY:

BTX-IT's Life Cycle Management program is designed to keep our technology infrastructure efficient and up-to-date by regularly upgrading or replacing wireless access points, security cameras, monitors, and peripheral equipment on a flexible, needs-based schedule. This approach ensures that our systems remain current, maximizing service performance, strengthening security, and incorporating new features and functionality. Equipment is replaced as it reaches the end of its useful life, ensuring that our staff always have access to the latest technology and receive ongoing support for parts and replacements.

BTX-IT will establish a single \$118,000 blanket purchase order with CDW Government, LLC for fiscal year 2025. Although this is one contract, BTX-IT can utilize cooperative agreements such as TIPS, DIR, Sourcewell, or OMNIA Partners to secure the best possible pricing for each transaction. This strategy streamlines procurement, reduces administrative workload, and facilitates timely equipment replacements. By leveraging these agreements, BTX-IT ensures competitive pricing, compliance with procurement regulations, and efficient use of the \$118,000 budget to maintain and update its technology infrastructure.

RECOMMENDATION:

Approve of a contract with CDW Government LLC

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

NA

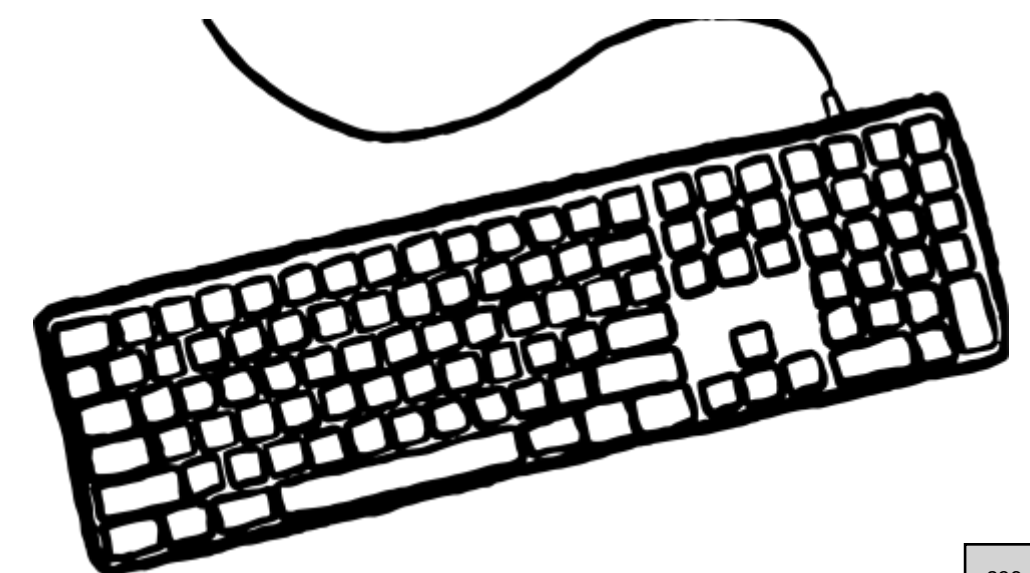
FISCAL IMPACT:

Minor Computer Equipment: 6108001-61515 | \$118,000

STAFF CONTACT:

Name: James Grommersch
Title: Chief Technology Officer, IT
jgrommersch@burlesontx.com
817-426-9672

CDW GOVERNMENT LLC CONTRACT



BTX-IT's Life Cycle Management program adds or replaces wireless access points, security cameras, monitors, and peripheral equipment on a varied lifecycle replacement timeline to improve our service offering.

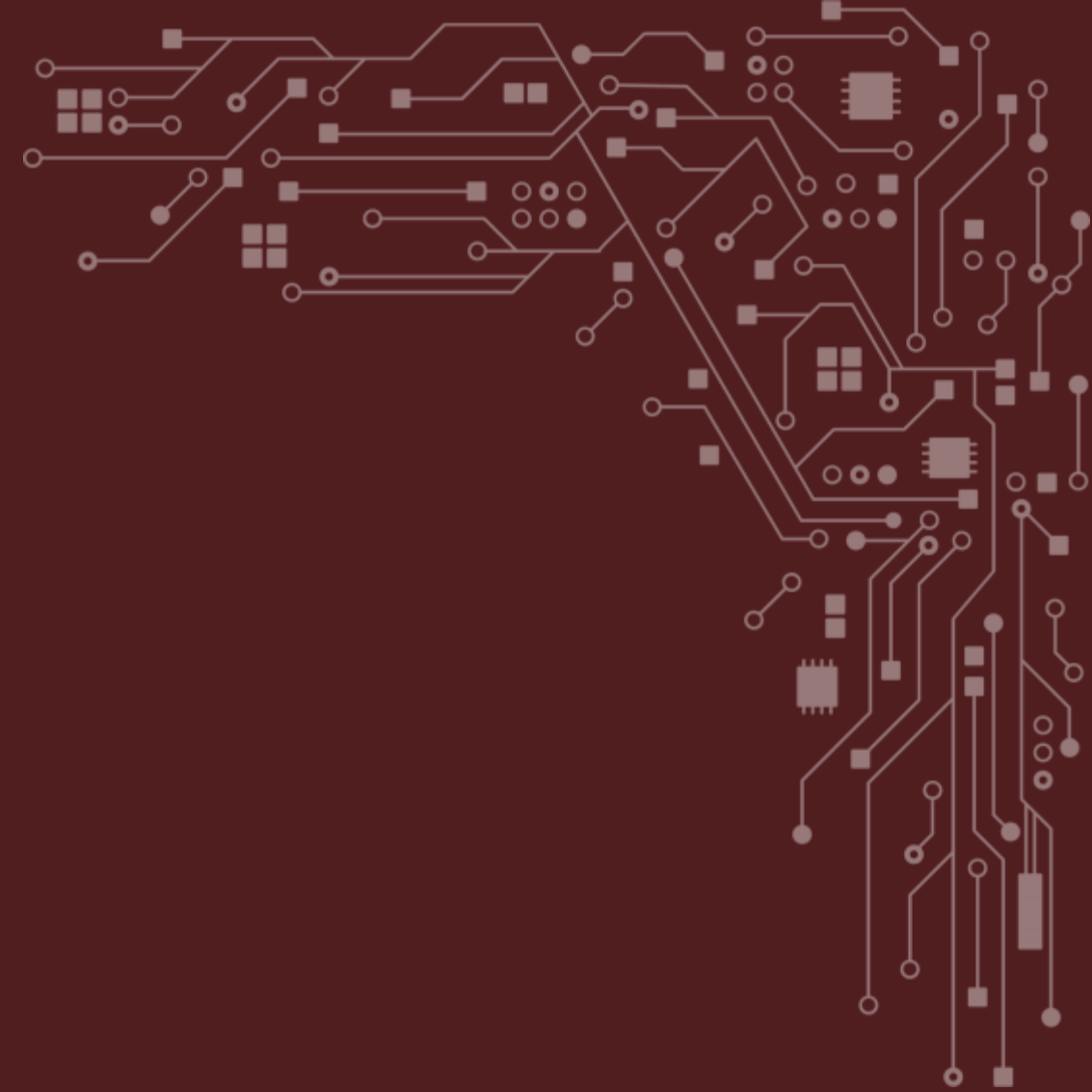
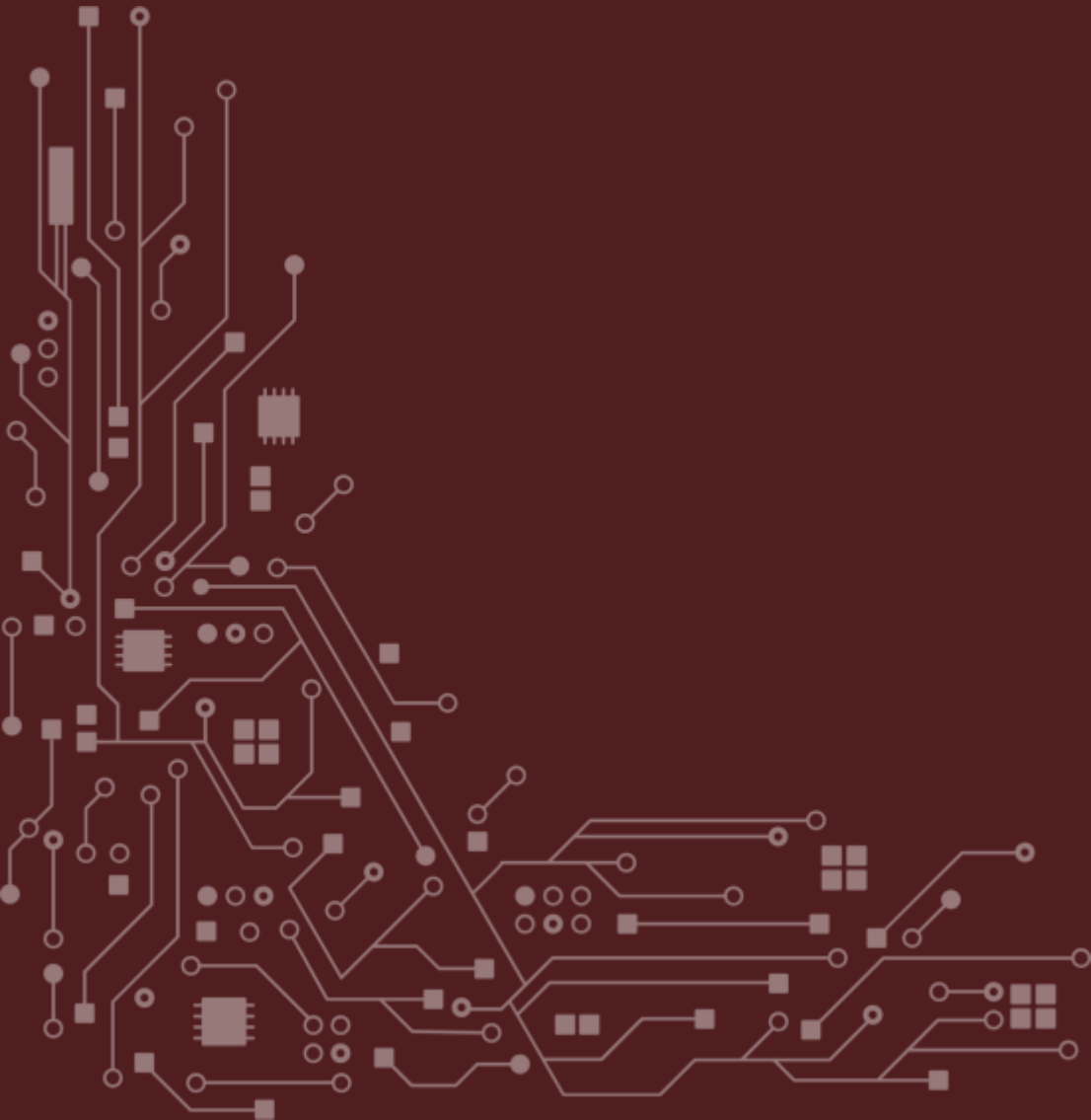
The Life Cycle program ensures that our staff:

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Approval of a contract for the purchase of wireless access points, security cameras, monitors, and peripheral equipment from CDW Government LLC through a cooperative purchase agreement using TIPS, DIR, Sourcewell, and OMNIA in the amount of \$118,000.







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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;
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Authorized Customer is eligible and desires to purchase

WIRELESS ACCESS POINTS, SECURITY CAMERAS, MONITORS, AND PERIPHERAL EQUIPMENT.

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CITY OF BURLESON

VENDOR CDW-GOVERNMENT, LLC

By: _____

By: _____

Name: _____

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Title: _____

Title: _____

Date: _____

Date: _____

City Council Regular Meeting

DEPARTMENT: Information Technology
FROM: James Grommersch, Chief Technology Officer, IT
MEETING: October 21, 2024

SUBJECT:

Consider approval of a contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripheral equipment utilizing a Sourcewell contract in the amount of \$118,000. (Staff Contact: James Grommersch, Chief Technology Officer)

SUMMARY:

BTX-IT's Life Cycle Management program is designed to keep our technology infrastructure efficient and up-to-date by regularly upgrading or replacing wireless access points, security cameras, monitors, and peripheral equipment on a flexible, needs-based schedule. This approach ensures that our systems remain current, maximizing service performance, strengthening security, and incorporating new features and functionality. Equipment is replaced as it reaches the end of its useful life, ensuring that our staff always have access to the latest technology and receive ongoing support for parts and replacements.

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RECOMMENDATION:

Approve of a contract with CDW Government LLC

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

NA

FISCAL IMPACT:

Minor Computer Equipment: 6108001-61515 | \$118,000

STAFF CONTACT:

Name: James Grommersch
Title: Chief Technology Officer, IT
jgrommersch@burlesontx.com
817-426-9672

CDW GOVERNMENT LLC CONTRACT



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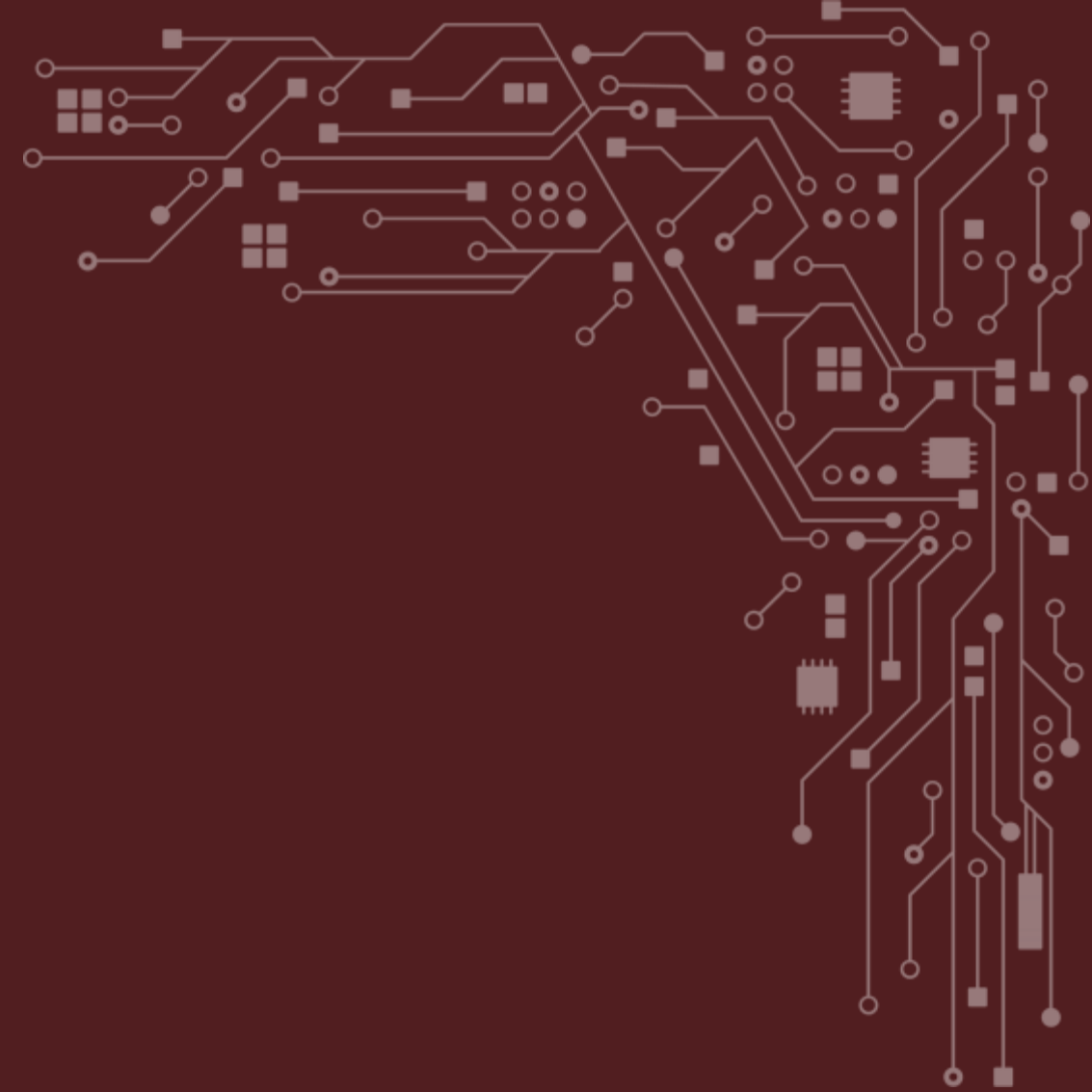
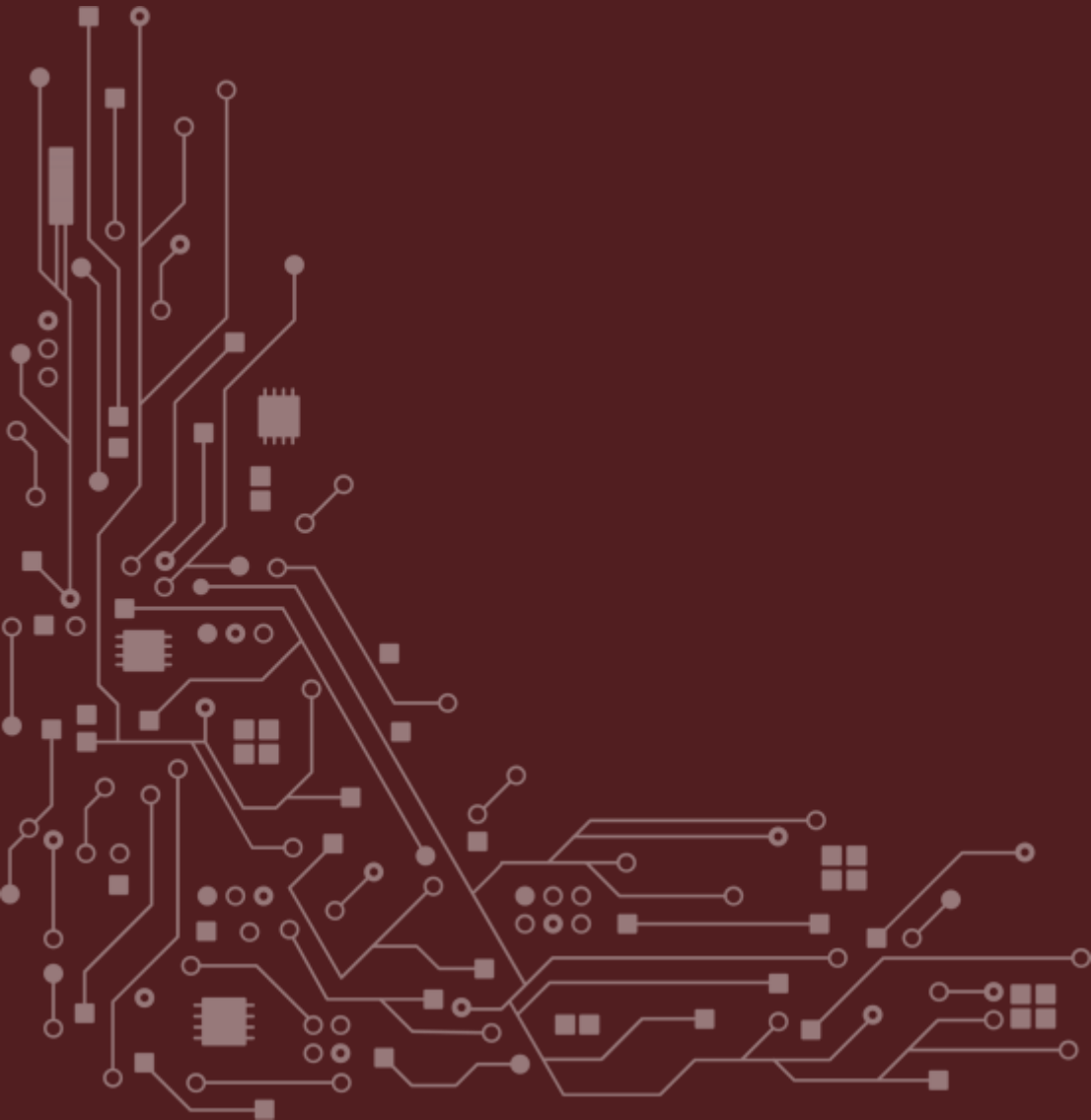
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Approval of a contract for the purchase of wireless access points, security cameras, monitors, and peripheral equipment from CDW Government LLC through a cooperative purchase agreement using TIPS, DIR, Sourcewell, and OMNIA in the amount of \$118,000.





COOPERATIVE PURCHASE CUSTOMER AGREEMENT

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

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- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
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Authorized Customer is eligible and desires to purchase

WIRELESS ACCESS POINTS, SECURITY CAMERAS, MONITORS, AND PERIPHERAL EQUIPMENT.

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CITY OF BURLESON

VENDOR CDW-GOVERNMENT, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Council Regular Meeting

DEPARTMENT: Information Technology
FROM: James Grommersch, Chief Technology Officer, IT
MEETING: October 21, 2024

SUBJECT:

Consider approval of a contract with CDW Government LLC for the purchase of wireless access points, security cameras, monitors, and peripheral equipment utilizing a DIR contract in the amount of \$118,000. (Staff Contact: James Grommersch, Chief Technology Officer)

SUMMARY:

BTX-IT's Life Cycle Management program is designed to keep our technology infrastructure efficient and up-to-date by regularly upgrading or replacing wireless access points, security cameras, monitors, and peripheral equipment on a flexible, needs-based schedule. This approach ensures that our systems remain current, maximizing service performance, strengthening security, and incorporating new features and functionality. Equipment is replaced as it reaches the end of its useful life, ensuring that our staff always have access to the latest technology and receive ongoing support for parts and replacements.

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RECOMMENDATION:

Approve of a contract with CDW Government LLC

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

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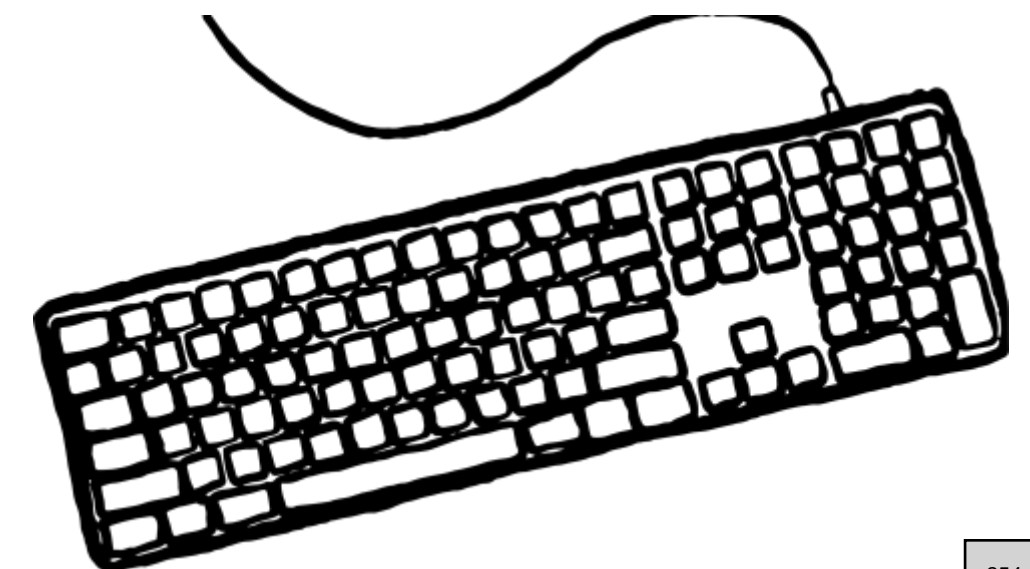
FISCAL IMPACT:

Minor Computer Equipment: 6108001-61515 | \$118,000

STAFF CONTACT:

Name: James Grommersch
Title: Chief Technology Officer, IT
jgrommersch@burlesontx.com
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CDW GOVERNMENT LLC CONTRACT



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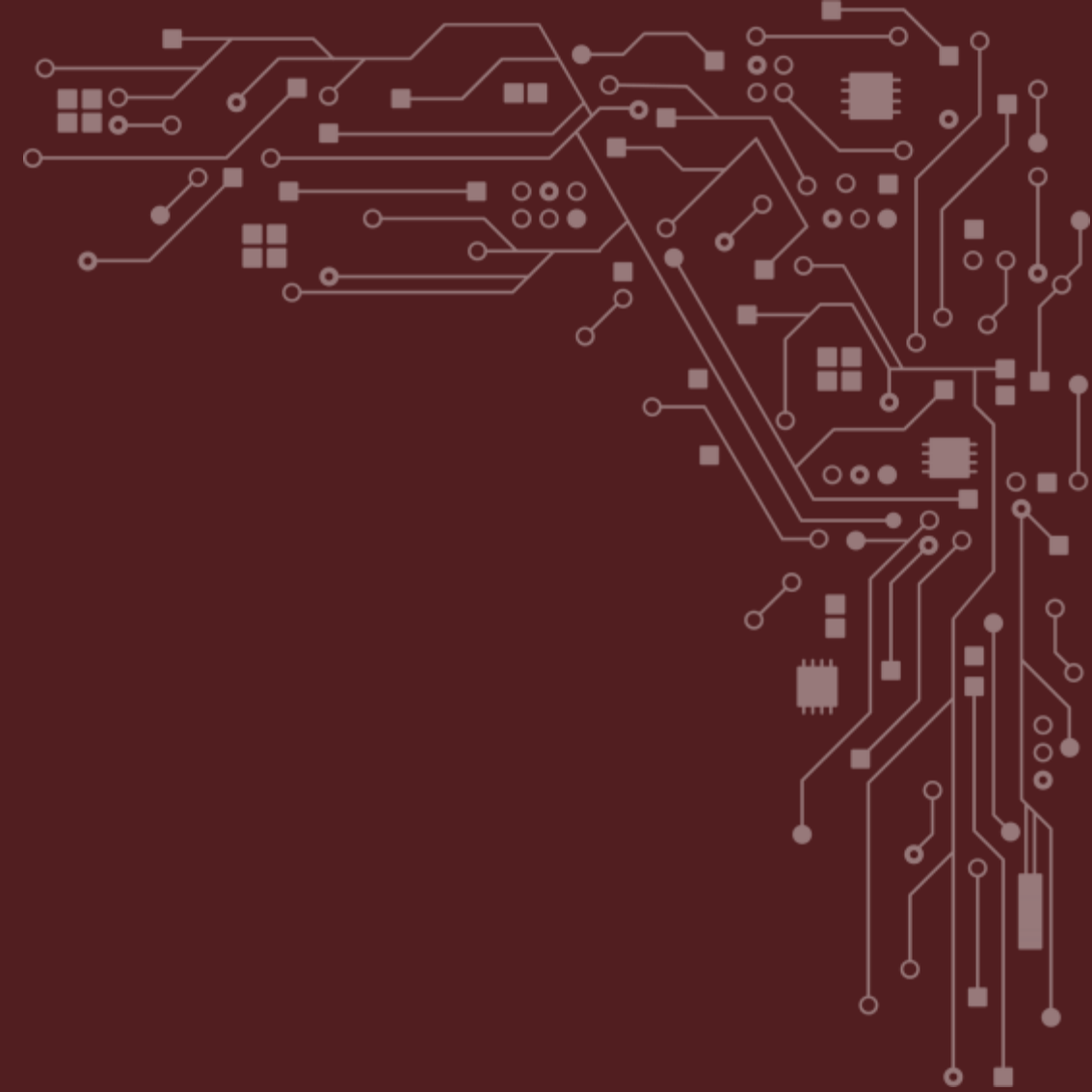
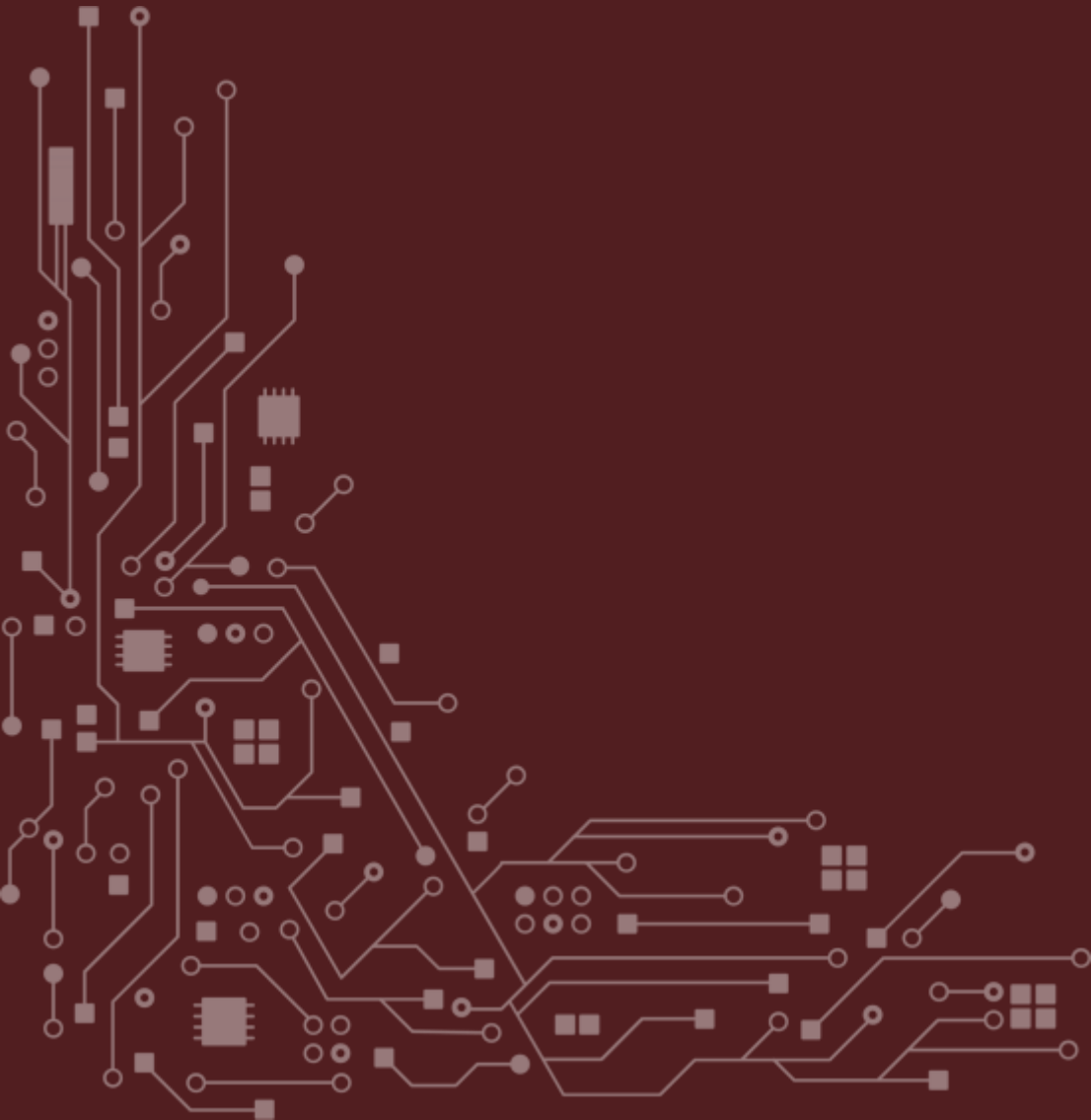
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Approval of a contract for the purchase of wireless access points, security cameras, monitors, and peripheral equipment from CDW Government LLC through a cooperative purchase agreement using TIPS, DIR, Sourcewell, and OMNIA in the amount of \$118,000.







COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into by and between CDW-GOVERNMENT, LLC ("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 DIR Cooperative Purchasing ("Cooperative Entity") and Vendor, Contract No. DIR-TSO-4288, as amended, (the "Agreement") with an expiration date of 02/21/2025.

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 City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at this link or upon request from the Customer.
iii. The attached Vendor Quote/Purchase Order, if applicable;
iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

WIRELESS ACCESS POINTS, SECURITY CAMERAS, MONITORS, AND PERIPHERAL EQUIPMENT.

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 are in the amount of ONE HUNDRED EIGHTEEN THOUSAND, AND NO/100 DOLLARS ("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, unless acknowledged in writing by both parties, 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 1st and shall expire on September 30th 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. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

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 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 agree to 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 incorporated herein by reference and **available online** or by request 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 21 day of OCTOBER 2024 .

CITY OF BURLESON

VENDOR CDW-GOVERNMENT, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: October 21, 2024

SUBJECT:

ETJ Release Petition for 1805 CR 706 (Case 24-280): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 35.087 acres of land addressed as 1805 CR 706. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On September 17, 2024, a petition was submitted by Srevpich Heng, Bely Lor, and Youang Pheav representing 1805 CR 706, LLC (owners) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 35.087 acres of land known as 1805 CR 706; as shown on the attached Exhibit 2.

RECOMMENDATION:

Deny ETJ Release Petition.

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

None.

REFERENCE:

[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

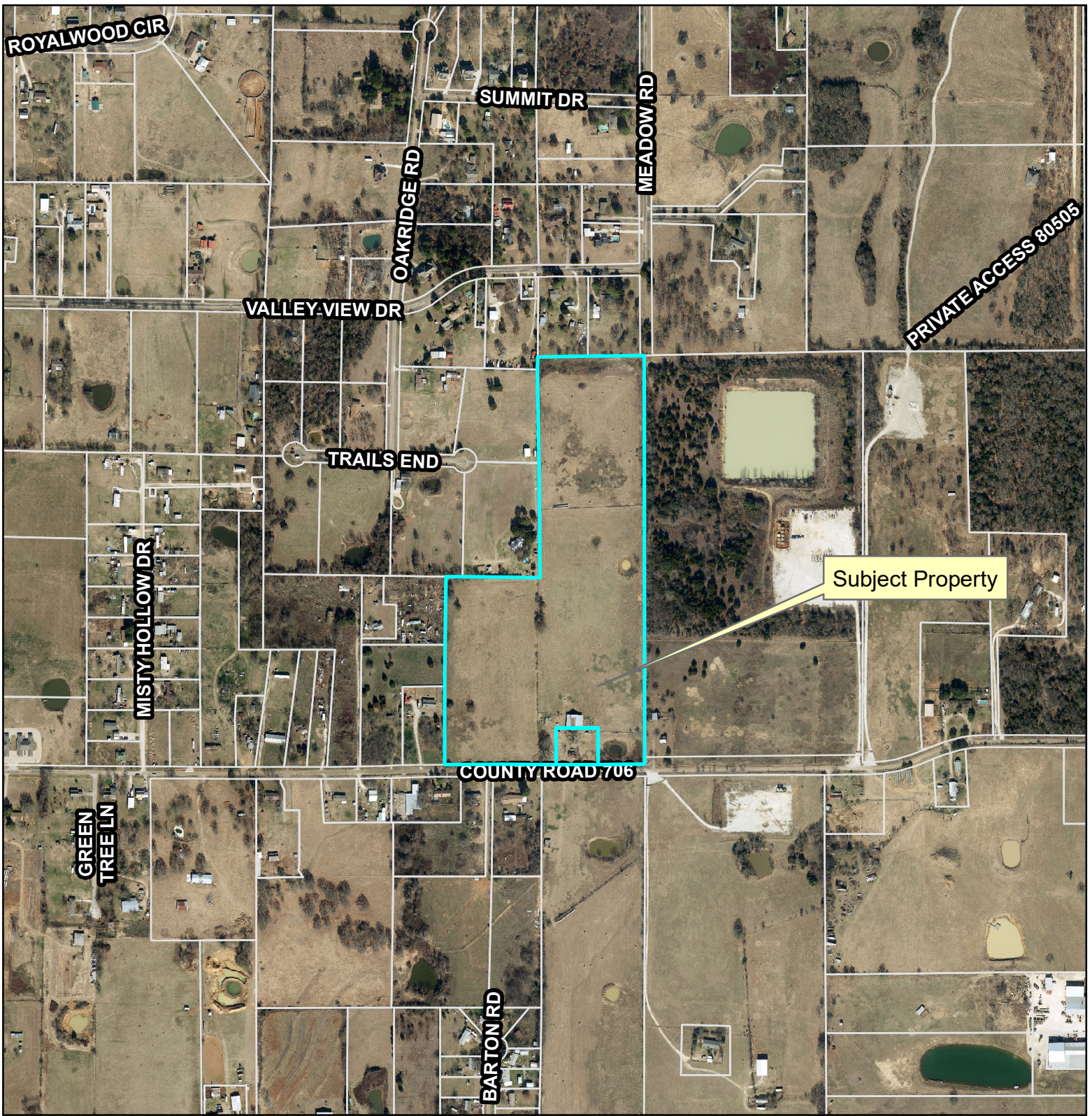
FISCAL IMPACT:

None

STAFF CONTACT:

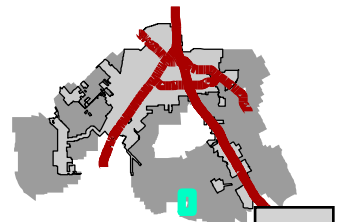
Tony McIlwain
Development Services Director

tmcilwain@burlesontx.com
817-426-9684



1805 CR 706
ETJ Release Petition
Case 24-280

THE CITY OF
BURLESON
TEXAS





Vicinity Map

263

SEP 17 2024

Release from Extraterritorial Jurisdiction (ETJ) Petition


APPLICANT / OWNER

| Applicant or Authorized Agent | Owner |
|--|--|
| Name: Teresa McGee | Name: Sreypich Heng |
| Company:: Texas Surveying and Engineering, Inc | Company: 1805 CR 706, LLC |
| Address:: 104 S Walnut St Weatherford, TX 76086 | Address:: 1011 Prairie Ridge Lane Arlington, TX 76005 |
| Telephone: 817-594-0400 | Telephone: 817-818-8763 |
| Email: teresa@bxsurveying.com | Email: balyor@gmail.com |
| Signature:  | Signature:  |

SITE INFORMATION




| | |
|--|-------------------------------|
| Number of properties within the area to be released: | 1 |
| General location or address of area to be released: | 1805 CR 706, Joshua, TX 76058 |
| Total Acres to be released: | 34.402 acres |
| County of Request | Johnson |

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

| | |
|--|---|
| Completed Application | |
| Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat | |
| Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature | |
| If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc. | |
| If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership | |
| Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson. | |
| Owners signature required: _____ |  |




CITY OF BURLESON RELEASE FROM ETJ PETITION

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

| Tax ID # and Physical Address | Property Owners Signature | Notary |
|--|--|--|
| <p>2000001398 & 2000001399 1805 CK 706, Jesman, TX 76058</p> |  | <p>State of <u>Texas</u> County of <u>Tarrant</u> The instrument was signed or acknowledged before me on <u>09/16/2024</u> By <u>Sreerish Hegy</u> Print name of signer(s)</p>   Notary Signature |
| | | <p>State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s)</p> <p>_____ Notary Signature</p> |

CITY OF BURLESON RELEASE FROM ETJ PETITION

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

| Tax ID # and Physical Address | Property Owners Signature | Notary |
|--|---|---|
| R0000001398 & R0000001399 1805 CR 706, Joshua, TX 76058 |  | State of <u>Texas</u> County of <u>Tarrant</u> The instrument was signed or acknowledged before me on <u>09/11/2024</u> By <u>Bely Lor</u> Print name of signer(s)   Notary Signature State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ Notary Signature |

THE CITY OF
BURLESON
TEXAS

SEP 17 24 01:36 PM

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

| Applicant or Authorized Agent | Owner |
|--|--|
| Name: Teresa McGee | Name: You Ang Pheav |
| Company:: Texas Surveying and Engineering, Inc | Company: 1805 CR 706, LLC |
| Address:: 104 S Walnut St Weatherford, TX 76086 | Address:: 1105 Viridian Park Ln Arlington, TX 76005 |
| Telephone: 817-594-0400 | Telephone: 512-400-1780 |
| Email: teresa@txsurveying.com | Email: belylor18@gmail.com |
| Signature: <i>Teresa McGee</i> | Signature: <i>You Ang Pheav</i> |

SITE INFORMATION

| | |
|--|-------------------------------|
| Number of properties within the area to be released: | 1 |
| General location or address of area to be released: | 1805 CR 706, Joshua, TX 76058 |
| Total Acres to be released: | 34.402 acres |
| County of Request | Johnson |



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

| | |
|--------------------------|---|
| <input type="checkbox"/> | Completed Application |
| <input type="checkbox"/> | Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat |
| <input type="checkbox"/> | Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature |
| <input type="checkbox"/> | If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc. |
| <input type="checkbox"/> | If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership |
| <input type="checkbox"/> | Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson. Owners signature required: <i>You Ang Pheav</i> |

Received by *Secretary's Office*
City Secretary's Office
SEP 17 2024

CITY OF BURLESON RELEASE FROM ETJ PETITION

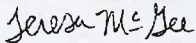

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

| Tax ID # and Physical Address | Property Owners Signature | Notary |
|--|---|---|
| <p>R000001398 & R000001399 1805 CR 706, Joshua, TX 76058</p> | <p><i>Ang Pheav</i> You ang Pheav</p> | <p>State of <u>Texas</u> County of <u>Tarrant</u> The instrument was signed or acknowledged before me on <u>09/16/2024</u> By <u>You Ang Pheav</u> Print name of signer(s)   Notary Signature State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ Notary Signature</p> |

SEP 17 2024

Release from Extraterritorial Jurisdiction (ETJ) Petition

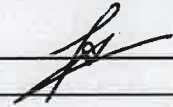
APPLICANT / OWNER

| Applicant or Authorized Agent | Owner |
|--|---|
| Name: Teresa McGee | Name: Bely Lor |
| Company: Texas Surveying and Engineering, Inc | Company: 1805 CR 706, LLC |
| Address: 104 S Walnut St Weatherford, TX 76086 | Address: 1105 Viridian Park Ln Arlington, TX 76005 |
| Telephone: 817-594-0400 | Telephone: 512-400-1780 |
| Email: teresa@txsurveying.com | Email: belylor18@gmail.com |
| Signature:  | Signature:  |

SITE INFORMATION

| | |
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| Number of properties within the area to be released: | 1 |
| General location or address of area to be released: | 1805 CR 706, Joshua, TX 76058 |
| Total Acres to be released: | 34.402 acres |
| County of Request | Johnson |

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

| | |
|--|--------------------------|
| Completed Application | <input type="checkbox"/> |
| Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat | <input type="checkbox"/> |
| Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature | <input type="checkbox"/> |
| If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc. | <input type="checkbox"/> |
| If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership | <input type="checkbox"/> |
| Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson. | <input type="checkbox"/> |
| Owners signature required:  | <input type="checkbox"/> |

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 805265582 10/15/2023
Document #: 1294981250002
Image Generated Electronically
for Web Filing**

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

1805 CR 706, LLC

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Bely Lor

C. The business address of the registered agent and the registered office address is:

Street Address:

1105 Viridian Park Lane Arlington TX 76005

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Ang Pheav**

Title: **Manager**

Address: **1105 Viridian Park Lane Arlington TX, USA 76005**

Manager 2: **Bely Lor**

Title: **Manager**

Address: **1105 Viridian Park Lane Arlington TX, USA 76005**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**1105 Viridian Park Lane
Arlington, TX 76005
USA**

Organizer

The name and address of the organizer are set forth below.

Cheyenne Haddad 500 West 7th Street, Suite 600, Fort Worth, Texas 76102

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Cheyenne Haddad

Signature of Organizer

FILING OFFICE COPY

COMPANY AGREEMENT OF 1805 CR 706, LLC

Effective: October 15, 2023

THE INTERESTS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES ACT OF ANY STATE, HAVE BEEN ACQUIRED FOR INVESTMENT, AND MAY NOT BE SOLD, OR OTHERWISE DISPOSED OF, OR OFFERED FOR SALE UNLESS REGISTRATION STATEMENTS UNDER SUCH ACTS WITH RESPECT TO SUCH INTERESTS ARE THEN IN EFFECT OR EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACTS ARE THEN APPLICABLE TO SUCH OFFER OR SALE, AND THE PROVISIONS OF SECTION 16 OF THIS AGREEMENT ARE SATISFIED.

This COMPANY AGREEMENT OF 1805 CR 706, LLC (this “Company Agreement” or “Agreement”) is entered into effective as of the date first written above (the “Effective Date”), by the undersigned members of the Company.

**ARTICLE I
DEFINED TERMS**

The capitalized terms used in this Company Agreement shall, unless the context otherwise requires, have the meanings specified in this Article I.

Act. The Texas Limited Liability Company Act of the Texas Business Organizations Code.

Additional Capital Contributions. As to each Member means the additional capital contributions made by such Member following a capital call by the Managers pursuant to Section 6.4 hereof.

Adjusted Contributed Capital. As to each Member shall mean an amount equal to the sum of (i) the Initial Capital Contribution of such Member, and (ii) all Additional Capital Contributions made by such Member, less the amount of the aggregate distributions made to the Members pursuant to Section 13.1B and Section 14.4 hereof.

Affiliate. When used with reference to a specified Person, (i) any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified Person, (ii) any Person that is a partner, member, or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is a partner, member, or trustee, or with respect to which the specified Person serves in a similar capacity, (iii) any Person that, directly or indirectly, is the beneficial owner of 80% or more of any class or voting securities of, or otherwise has a substantial beneficial interest in, the specified Person or of which the specified Person has a substantial beneficial interest, or (iv) any Immediate Family member or spouse of the specified Person.

Bankruptcy. Bankruptcy under the United States Bankruptcy Code or insolvency under any state insolvency act.

Business Day. Any day other than a Saturday, Sunday and legal public holidays recognized in the State of Texas.

Capital Account. The Capital Account maintained for each Member pursuant to Section 6.6 hereof.

Capital Contribution or Contributed Capital. The total amount of cash or property contributed to the Company by all the Members or any one Member, as the case may be.

Code. The Internal Revenue Code of 1986, as it has been and may be amended.

Company. 1805 CR 706, LLC, as such limited liability company may from time to time be constituted.

Company Agreement or Agreement. This Company Agreement, including Exhibit "A," as originally executed and as subsequently amended from time to time.

Company Property. All interests, properties and rights of any type owned by the Company, whether owned by the Company at the date of its formation or thereafter acquired, including, but limited to, any real estate owned by the Company.

Default Rate. A per annum rate of interest equal to the lesser of the maximum lawful rate or fifteen percent (15%).

Exhibit "A." The Exhibit attached hereto and labeled Exhibit "A".

Immediate Family. Means the spouse, children, or siblings of a Member.

Initial Capital Contribution. Means as to each Member the amount set forth opposite each Member on Exhibit "A" under the column heading "Capital Contribution," as of the effective date of this Company Agreement.

Interest or Shares. All rights and interests of a Member under this Company Agreement and the Act, expressed as a percentage in Exhibit "A," including (i) the right of a Member to receive distributions of revenues, allocations of income and loss and distributions of liquidation proceeds under this Company Agreement, and (ii) all management rights, voting or rights to consent.

Majority-in-Interest of the Members. Members, individually or collectively, holding more than fifty percent (50%) or more of the total Interests in the Company.

Manager or Managers. Means the manager or managers of the Company as provided in Article X hereof.

Members. At any time, the Persons who then own Interests in the Company. The initial Members are listed on Exhibit "A."

Notification. A writing containing any information required by this Company Agreement to be communicated to any Person, which may be personally delivered, sent by registered or certified mail, postage prepaid, sent by email, or sent by facsimile transmission promptly confirmed by mail, to such Person, at the last known physical address or email address of such Person on the Company records.

Any such Notification shall be deemed to be given (i) when delivered, in the case of personal delivery or email, (ii) on the date on which it is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid, in the case of mail, and (iii) within the first business hour (being 9:00 A.M. to 5:00 P.M., local time for the recipient, on any Business Day) after receipt by the addressee, in the case of facsimile transmission. Any communication containing information sent to any Person other than as required by the foregoing sentences, but which is actually received by such Person, shall constitute Notification as of the date of such receipt for all purposes of this Company Agreement.

Permitted Transferee. Means, (a) with respect to a Member who is an individual, any of the following: (i) a trust whose trustee is the Member, or an affiliate of such Member, and the sole beneficiaries are such Member and/or members of the Immediate Family of such Member, or (ii) a partnership, corporation or limited liability company all of the equity ownership of which is held directly or indirectly by such Member and/or members of the Immediate Family of such Member provided that such Member is the general partner, managing member or otherwise controls the activities of the partnership, corporation, or limited liability company; (b) with respect to a Member that is a corporation, partnership, limited liability company, or other entity (other than a trust), the following: an equity owner of the corporation, partnership or other legal entity; and (c) with respect to a deceased Member, pursuant to the Last Will and Testament of the deceased Member, all or any of following: a trust whose sole beneficiaries are members of the Immediate Family of the deceased Member, or a partnership, corporation or limited liability company all of the equity ownership of which is held directly or indirectly by members of the Immediate Family of the deceased Member.

Person. Any natural person, limited liability company, general partnership, corporation, joint venture, trust, business trust, cooperative, or association.

Purchased Interest. As to each Member shall mean any Interest or Shares purchased by such Member in connection with the exercise of a purchase option pursuant to Sections 16.2, 16.4, 16.5 or 16.6 hereof.

Transfer. Any change in the record ownership of an Interest, whether made voluntarily or involuntarily by operation of law, including, but not limited to, the following:

1. a sale or gift to any Person;
2. a transfer to the personal representative of the estate of a Member upon such Member's death, and any subsequent transfer from such personal representative to the heirs or devisees of the deceased Member under such Member's will or by the laws of descent and distribution;
3. a transfer to a judicially appointed personal representative as a result of the adjudication by a court of competent jurisdiction that the transferor Member is mentally incompetent to manage such Member's person or property;
4. a transfer to the transferor Member's spouse or former spouse, or heirs of such spouse or former spouse, in connection with a division of their community or other property upon the death of the transferor Member, divorce or the death of such spouse;

5. a general assignment for the benefit of creditors, or any assignment to a creditor resulting from the creditor's foreclosure upon or execution against such Interest;
6. the filing by the transferor Member of a voluntary Bankruptcy petition; or
7. the entry of a judicial order granting the relief requested by the petitioner in an involuntary Bankruptcy proceeding filed against the transferor Member.

ARTICLE II ORGANIZATION

2.1 Certificate of Formation. A Certificate of Formation for the Company was filed with, and a Certificate of Filing was issued by the Secretary of State of the State of Texas on May 31, 2023

2.2 Qualifications in Other Jurisdictions. The Members shall have authority to cause the Company to do business in jurisdictions other than the State of Texas.

2.3 Term. Pursuant to the Act, the existence of the Company began upon the effective date of the Certificate of Formation. The Company shall exist perpetually as specified in the Certificate of Formation, unless sooner terminated in accordance with this Company Agreement.

2.4 Merger. The Company may merge with or into another limited liability company or other entity, or enter into an agreement to do so, subject to the requirements of the Act and the provisions of Sections 10.15 and 10.16 hereof.

2.5 No State-Law Partnership. No provision of this Company Agreement (including, without limitation, the provisions of Article X) shall be deemed or construed to cause the Company to constitute a partnership or joint venture, or any Member a partner or joint venturer or any other member, for any purposes other than federal and state tax purposes.

ARTICLE III NAME; PLACE OF BUSINESS; REGISTERED OFFICE AND AGENT

3.1 Name. The name of the Company is "1805 CR 706, LLC".

3.2 Assumed Names. The Manager may cause the Company to do business under one or more assumed names, as deemed necessary and/or advantageous to the Manager.

3.3 Registered Office; Registered Agent; Principal Office in the United States; Other Offices. The registered office of the Company required by the Act to be maintained in the State of Texas shall be the initial registered office named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the managers may designate from time to time in the manner provided by law. The principal office of the Company in the United States shall be at such place as the managers may designate from time to time, and the Company shall maintain records there as required by the Act. The Company may have such other offices as the Members may designate from time to time.

ARTICLE IV PURPOSE

The purpose of the Company is to (i) acquire property, develop, manage, and operate a mobile home park (the “Property”), (ii) to construct improvements to the Property including construction of a manufactured home park, and (iii) to transact any lawful business for which limited liability companies may be organized under the Act, and further to engage in any other business or activity that may be incidental, proper, advisable or convenient to accomplish the foregoing purpose (including, without limitation, obtaining financing therefor) and that it is not forbidden by the law of the jurisdiction in which the Company engages in that business.

ARTICLE V MEMBERS

5.1 Members. The names and address(es) of the Member(s) of the Company are as set forth on Exhibit “A.” At the date hereof, there are no other Members of the Company, and no other Person has any right to take part in the ownership or management of the Company.

5.2 Admission of Additional Members.

A. If a proposed additional Member desires to purchase an Interest from the Company, such purchase may be made, and the admission of the additional Member shall become effective only if the identity of the proposed additional Member and the amount of the Capital Contribution to be made by such proposed additional Member in exchange for such proposed additional Member’s Interest is approved by affirmative vote of those Members owning sixty percent (60%) of the Interests. The Interests granted to an additional Member upon admission under this Section 5.2(A) shall reduce the then-existing Members’ Interests on a pro rata basis.

B. Intentionally Deleted.

C. Except as provided in this Section 5.2, Section 6.5, or as otherwise provided herein, no Member’s Interest may be reduced without such Member’s written consent.

5.3 Representations of Members. Each Member hereby represents and warrants to the Managers and the Company that at the time of the execution of this Agreement:

(a) the Member individually, or, if the Member is an entity, an officer, director, or shareholder of the Member, has knowledge of finance, securities and investments generally and has experience and skill in investments based on actual participation;

(b) the Member individually, or, if the Member is an entity, an officer, or director, or shareholder of the Member, has been afforded an opportunity to meet with the Manager and to ask questions regarding the investment in the Company, and any and all questions have been answered to the full satisfaction of the Member;

(c) the Member has relied solely upon the information obtained by the investigations made by the Member in deciding to invest in the Company;

(d) the Member is aware that (i) the Company is newly organized and has no history of operations or earnings, and that investment in the Company is therefore speculative, (ii) Interests in the Company are not being registered under the Securities Act of 1933, under the Texas Securities Act, or under any other state securities act, in reliance upon certain exemptions from registration, (iii) no governmental authority has made any finding or determination relating to the fairness of investment in the Company or has otherwise endorsed the investment, (iv) there is no public market for the Member's Interest in the Company and that it is likely there will be no such market at any time in the future, and moreover, other provisions of this Agreement and state and federal securities laws limit and condition the right and ability of the Member to transfer their Interest in the Company to an otherwise willing purchaser and, therefore, the Member's Interest in the Company is illiquid, and (v) the Member may have to bear the risk of investment in the Company for an indefinite period;

(e) the Member is able to bear the economic risk of investment in the Company;

(f) the Member is investing in the Company solely for the account of the Member and not for the account of any other person or entity, and is not investing with the present intention of reselling, transferring or subdividing all or any portion of any Interest in the Company to any other person or entity; and

(g) the Member is aware that the Managers and Company are relying upon the representations made by the Member in this Section 5.3, and that, but for such representations, would not allow the Member to acquire an Interest in the Company.

ARTICLE VI CAPITAL CONTRIBUTIONS AND INTERESTS

6.1 Capital Contributions. Each Member has contributed to the capital of the Company such Member's Capital Contribution as described on Exhibit "A."

6.2 Interests. The Interests of the Members shall be as described in Exhibit "A." Subject to the provisions of Section 5.2, Section 6.5 or as otherwise provided herein, the Interest of each Member may not be reduced without such Member's consent.

6.3 No Further Capital Contributions. Except as provided in Sections 6.4 and 6.5 below, no Member shall be obligated to make any Capital Contribution other than each Member's Initial Capital Contribution.

6.4 Additional Contributions.

A. If, at any time, a Manager reasonably determines that the Company requires additional cash funds (i) in order to pay Operating Expenses (the amount by which such Operating Expenses exceed the Company's available funds is referred to as the "Unexpected Shortfall") or (ii) to pay for capital or other expenditures that the Manager, in the Manager's sole judgment, determines is/are reasonably likely to benefit the Company Property, including without limitation, expansion of the Company Property or any undeveloped portions thereof to accommodate additional improvements, amenities, infrastructure and/or pad sites, then the Manager may deliver a Contribution Notice (as defined below) to all of the Members, requesting that each Member make additional Capital Contributions ("Additional Capital

Contributions”) to the Company, which, when added to the Additional Capital Contribution requested from all Members would be an amount equal to such Unexpected Shortfall or an amount necessary to fund any development, expansion, or improvement of any Company Property.

B. Any notice requesting Additional Capital Contributions (each such notice, a “Contribution Notice”), shall specify the following information:

- (A) the aggregate amount of Additional Capital Contributions requested in the Contribution Notice;
- (B) the amount of additional cash funds each Member is required to contribute to the Company which shall be made by the Members pro-rata in accordance with their Interests;
- (C) the date (the “Contribution Date”) on which such Additional Capital Contributions are due, which date shall not be less than twenty (20) days after the date on which the Contribution Notice is delivered;
- (D) A brief description of the Operating Expenses or other amounts that will be paid with the proceeds of such Additional Capital Contributions; and
- (E) the wiring or other instructions for the bank account into which the required Additional Capital Contribution is to be deposited.

C. The Members shall, prior to the Contribution Date, make the Additional Capital Contributions to the Company in the amount and manner requested in the Contribution Notice.

6.5 Defaults in Making Additional Capital Contributions. If a Member fails to make an Additional Capital Contribution, then the Managers shall immediately send a written notice (the “Default Notice”) to the Member failing to make such Additional Capital Contribution, notifying such Member of the Member’s failure to make such contribution, the amount to be contributed, the date such contribution was due and requesting that such contribution be made immediately. If a Member fails to make an Additional Capital Contribution within three (3) days after receiving the Default Notice (the date that is three (3) days after receiving the Default Notice is referred to as the “Default Date”), then the Member failing to make such required Additional Capital Contribution shall be in default (the Member in default and any Affiliate thereof is referred to as a “Default Member” and the amount that such Default Member failed to contribute is referred to as the “Default Amount”). If a Member is a Default Member, then Members other than the Default Member (each such other Member, a “Non-Defaulting Members”) may, but shall have no obligation to, collectively advance an amount to the Company equal to the Default Amount. The Non-Defaulting Members shall have the right to make such advances in such proportions as they may agree, or if no agreement can be reached, in the proportion that their respective Interests bear to the total Interests of all of the applicable Non-Defaulting Members.

A. The Members acknowledge and agree that any advance made by a Non-Defaulting Member on behalf of a Default Member shall be deemed to be a loan from the Non-Defaulting Member to the applicable Default Member (a “Contribution Loan”). Any such Contribution Loan will be a nonrecourse obligation of the Default Member, will bear interest

at the Default Rate, will be payable on demand upon ten (10) days prior written notice, will automatically be secured by a first lien priority interest in the Default Member's Interest without further action by the Default Member, and will be repaid out of any and all distributions to which the Default Member would otherwise be entitled from the Company until all accrued interest and the outstanding principal of such Contribution Loan has been paid in full.

B. The Default Member shall be considered under this Agreement to have granted the Non-Defaulting Member an irrevocable power of attorney, coupled with an interest, to take such actions as may be necessary for the Non-Defaulting Member to evidence the Contribution Loan and to perfect the Non-Defaulting Member's security interest in the Default Member's Interest.

C. The principal amount of the Contribution Loan shall be deemed contributed by the Non-Default Member to the Company pursuant to the appropriate provisions above.

D. If a Non-Defaulting Member makes written demand upon the Default Member to repay the Contribution Loan, and the Default Member fails to repay such Contribution Loan within ten (10) days following receipt of such written demand, then the Non-Defaulting Member may exercise the rights under Section 6.5(D)(i).

i. At any time following the tenth (10th) Business Day after a Contribution Loan has been made, a Non-Defaulting Member making such Contribution Loan may elect, by providing notice to each Member, to convert the Contribution Loan into an Additional Capital Contribution made by such Non-Defaulting Member to the Company in an amount equal to the sum of the accrued and unpaid interest and the outstanding principal balance of such Contribution Loan. Upon making any such election: (A) the Adjusted Contributed Capital account of the Non-Defaulting Member shall be increased by an amount equal to the sum of the accrued and unpaid interest and the principal balance of the Contribution Loan that has been converted to an Additional Capital Contribution; (B) the Adjusted Contributed Capital account of the Default Member shall be reduced by an amount equal to the sum of the accrued and unpaid interest and the principal balance of the Contribution Loan that has been converted to an Additional Capital Contribution; and (C) the Interest of such Non-Defaulting Member shall be increased, and the Interest of such Default Member shall be decreased, pursuant to Section 6.5(D)(ii) below.

ii. In connection with the conversion of a Contribution Loan pursuant to Section 6.5.D(i) above, the Interest of such Non-Defaulting Member shall be increased by, and the Interest of such Default Member shall be decreased by, the product (expressed as a percentage) of: (I) the amount of the Additional Capital Contributions deemed made by such Non-Defaulting Member as a result of converting the Contribution Loan into an Additional Capital Contribution (including, for these purposes, any accrued and unpaid interest on such Contribution Loan that is converted into an Additional Capital Contribution); divided by (II) the aggregate Capital Contributions made to the Company by all Members from the Effective Date through the date the applicable Contribution Loan is converted into an Additional Capital Contribution; multiplied by (III) 1.5.

iii. For illustration purposes only, assume that: (A) the Non-Defaulting Member's Interest is 49%; (B) the Default Member's Interest is 49%; (C) the Contribution Loan resulting from the Default Member's failure to make an Additional Capital Contribution is \$100,000; (D) the aggregate Capital Contributions made to the Company by the Members from the Effective Date through the date the applicable Contribution Loan is converted into an Additional Capital Contribution is \$1,500,000. In this circumstance, the Non-Defaulting Member's Interest would increase from 49% to 59% (49% plus the product of: (x) the quotient of: (1) \$100,000; divided by (2) \$1,500,000; multiplied by (y) 1.5, and the Default Member's Interest would decrease from 49% to 39%.

E. THE MEMBERS ACKNOWLEDGE AND AGREE THAT THE INTEREST OF A DEFAULT MEMBER MAY BE SUBSTANTIALLY DILUTED FOR FAILING TO MAKE REQUIRED ADDITIONAL CAPITAL CONTRIBUTIONS. THE MEMBERS FURTHER ACKNOWLEDGE AND AGREE THAT THE REMEDIES AVAILABLE TO A NON-DEFAULTING MEMBER PURSUANT TO THIS SECTION 6.5 ARE A FAIR AND ADEQUATE MEASURE OF THE LIQUIDATED DAMAGES WHICH SUCH NON-DEFAULTING MEMBER IS ENTITLED TO RECEIVE UNDER APPLICABLE LAWS.

F. Intentionally Deleted.

G. The Members agree that effective as of the date a Member becomes a Default Member and until such Default Member cures such default, without further notice to such Default Member, the Defaulting Member shall (i) no longer have any voting rights as a Member or otherwise under this Agreement and the Non-Defaulting Member may thereafter take all actions on behalf of the Company without the vote, joinder or consent of the Default Member; and (ii) not be entitled to notice of, or to attend, any meetings of the Members for any purpose and the Members may take any action for which the meeting was called without the presence, or consent, of the Default Member (including undertaking any such action by waiver of notice of any meeting or by unanimous consent to undertake such action without a meeting). The Members agree that any title company, abstractor, buyer and any other third party may rely upon an affidavit executed by the Non-Defaulting Member (with a copy of the Default Notice attached) affirming that the Default Member forfeited the Defaulting Member's voting rights as described in this Section 6.5G. and such third parties may negotiate and deal solely with the Non-Defaulting Member with respect to any Company action.

6.6 Capital Accounts. A tax capital account ("Tax Capital Account") shall be established and maintained for each Member. Each Member's Tax Capital Account shall be adjusted in accordance with the Internal Revenue Code and applicable Regulations.

6.7 Interest. No interest shall be paid by the Company on balances in Members' Adjusted Contributed Capital accounts.

**ARTICLE VII
ALLOCATION AND DISTRIBUTIONS**

7.1 Allocation of Income and Loss.

A. Except as may be required by Section 704(c) of the Code and Treasury Reg. §1.704-1(b)(2)(iv)(f)(4), the income, gains, losses, deductions and credits (or items thereof) of the Company shall be shared by the Members in accordance with their respective percentage Interests, as determined pursuant to the provisions of Section 13.1B. and Section 14.4 hereof. It is the intention of the Members that allocations of income, gains, losses, deductions and credits (or items thereof) pursuant to this Section 7.1 be in accordance with the Members' Interests, as determined pursuant to the provisions of Section 13.1B. and Section 14.4 hereof, for tax purposes.

B. All items of income, gain, loss, deduction, and credit allocable to any Interest that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that Interest, without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under Section 706 of the Code and the regulations thereunder.

7.2 Determination of Income and Loss. At the end of each Fiscal Year of the Company, income, gain, loss, deduction, and credit (or items thereof) shall be determined for the accounting period then ending and shall be allocated to the Members in accordance with Section 7.1.

**ARTICLE VIII
OWNERSHIP OF COMPANY PROPERTY**

8.1 Company Property shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company Property, or any portion thereof, and no Member may require a partition of such Company Property. Title to any or all Company Property may be held in the name of the Company or one or more nominees, as the Managers may determine. All Company Property shall be recorded as the property of the Company in its books and records, irrespective of the name in which legal title to such Company Property is held.

**ARTICLE IX
FISCAL MATTERS; BOOKS AND RECORDS**

9.1 Bank Accounts; Investments. All Contributed Capital, revenues and any other Company funds shall be deposited by the Managers in a bank account established in the name of the Company, or shall be invested by the Managers in furtherance of the purpose of the Company. No other funds shall be deposited into Company bank accounts or commingled with Company investments. Funds deposited in the Company's bank accounts may be withdrawn only to be invested in furtherance of the Company purpose, to pay Company debts or obligations or to be distributed to the Members pursuant to this Company Agreement.

9.2 Records Required by Act; Right of Inspection

A. Records Required. During the term of the Company and for a period of four years thereafter, the Managers, at the expense of the Company, shall maintain in the Company's principal office in the United States specified in Section 3.3 hereof, all records required to be kept pursuant to the Act, including, without limitation, (i) a current list of the names, addresses and Interests held by each of the Members (including, if any class or group of interests is established under the Certificate of Formation or this Company Agreement, the names of the Members who are members of each such class or group); (ii) copies of federal, state and local information or income tax returns for each of the Company's three (3) most recent tax years; (iii) copies of this Company Agreement and the Certificate of Formation, including all amendments or restatements; (iv) if such information is not otherwise set forth in the Certificate of Formation or this Company Agreement, a written statement of (a) the amount of the cash contribution and a description and statement of the agreed value of any other contribution made by each Member, and the amount of the cash contribution and a description and statement of the agreed value of any other contribution that the Member has agreed to make in the future as an additional contribution; (b) the times at which any additional contributions are to be made or events requiring contributions to be made; (c) events requiring the Company to be dissolved and its affairs wound up; and (d) the date on which each Member became a Member of the Company; and (v) correct and complete books and records of account of the Company.

B. Right of Inspection. On written request stating the purpose of such request made to the Managers at the address of the Company's principal office in the United States as specified in Section 3.3 hereof, a Member or a permitted assignee of a Member's Interest (an "Eligible Person") may examine and copy in person at the Eligible Person's expense, records required to be maintained under the Act and such other information regarding the business, affairs and financial condition of the Company as is just and reasonable for the Eligible Person to examine and copy. Upon written request by any Eligible Person made to the Managers at the address of the Company's principal office in the United States specified in Section 3.3 hereof, the Company shall provide to the Eligible Person without charge true copies of (i) this Company Agreement and the Certificate of Formation and all amendments or restatements, and (ii) any of the tax returns of the Company described above.

9.3 Books and Records of Account. The Managers, at the expense of the Company, shall maintain for the Company adequate books and records of account that shall be maintained on the cash method of accounting and on a basis consistent with appropriate provisions of the Code, containing, among other entries, a Capital Account for each Member.

9.4 Tax Returns and Information. The Members intend for the Company to be treated as a partnership for tax purposes. The Managers shall prepare or cause to be prepared all federal, state, and local income and other tax returns that the Company is required to file. Within the shorter of (i) such period as may be required by applicable law or regulation, or (ii) seventy-five (75) days after the end of each calendar year, the Managers shall send or deliver to each Person who was a Member at any time during such year such tax information as shall be reasonably necessary for the preparation by such Person of their federal income tax return and state income and other tax returns.

9.5 Delivery of Financial Statements to Members. After each Fiscal Year of the Company, the Managers shall send to each Member a copy of (i) a balance sheet of the Company as of the end of

the Fiscal Year, (ii) an income statement of the Company for such year, and (iii) a statement showing the revenues distributed by the Company to Members in respect of such year (collectively referred to as the “Financial Statements”). Such Financial Statements shall be delivered by no later than ninety (90) days following the end of the Fiscal Year to which the statements apply.

9.6 Fiscal Year. The Company’s fiscal year shall end on December 31 of each calendar year.

9.7 Tax Elections. The Company shall make the following elections on the appropriate tax returns:

- (c) to adopt the calendar year as the Company’s fiscal year;
- (d) to adopt the cash method of accounting and to keep the Company’s books and records on the income-tax method;
- (e) If a distribution of Company Property as described in Section 734 of the Code occurs or if a Transfer of Interest as described in Section 743 of the Code occurs, on written request of any Member, to elect, pursuant to Section 754 of the Code, to adjust the basis of Company Property;
- (f) to elect to amortize the organizational expenses of the Company ratably over a period of sixty (60) months as permitted by Section 709(b) of the Code; and
- (g) any other election the Members may deem appropriate and in the best interests of the Members.

Neither the Company nor any Member or Members may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter I of subtitle A of the Code or any similar provisions of applicable state law.

9.8 The Manager shall designate a Partnership Representative (the “PR”) as defined by the Section 6223 Code with respect to operations conducted by the Company pursuant to this Agreement. Bely Lor is hereby designated as the PR. The PR must have a substantial presence in the United States and need not be a Member nor Manager of the Company. All federal, state, and local Tax audits and litigation shall be conducted under the direction of the PR. The PR shall use reasonable efforts to inform each Member of all significant matters that may come to its attention in its capacity as PR by giving Notice thereof and to forward to each Member copies of all significant written communications the PR may receive in such capacity. The PR shall consult with the Members before taking any material actions with respect to Tax matters, including actions relating to (i) an IRS examination of the Company commenced under Section 6231(a) of the Code, (ii) a request for administrative adjustment filed by the Company under Section 6227 of the Code, (iii) the filing of a petition for readjustment under Section 6234 of the Code with respect to a final notice of partnership adjustment, (iv) the appeal of an adverse judicial decision and (v) the compromise, settlement or dismissal of any such proceedings. The PR shall not compromise or settle any Tax audit or litigation affecting the Members without the approval of a Majority-in-Interest of the Members. Any material proposed action, inaction, or election to be taken by the PR (including the appointment of a successor PR) in its capacity as such, including the election under Section 6226(a)(1) of the Code, shall require the prior written approval of a Majority-in-Interest of the Members. While Bely Lor is acting as PR, it shall have sole and exclusive

power and authority on behalf of the Company to represent the Company in connection with all audits and examinations of the Company's affairs by tax authorities, which may be permitted or required by the applicable provisions of the Code or any Treasury Regulations promulgated thereunder. Such power and authority shall include, without limitation, in its sole and absolute discretion, to make any tax election, determination and other decisions under the Code and to settle or compromise any matter raised by the Internal Revenue Service, including any decision to: (i) enter into a settlement agreement or make any election with the Internal Revenue Service which binds the Company or a Member, including extension of the Company's statute of limitations; (ii) file any request for administrative adjustment pursuant to Section 6227(c); (iii) file suit pursuant to Section 6234; (iv) enter into a settlement agreement relating to any Company tax matter; (v) cause the Company to pay any imputed underpayment arising out of a final partnership adjustment; or (vi) make the election under Section 6226(a) of the Code to allocate any adjustment to the Members. Within fifteen (15) days after written notice, the Company shall reimburse Bely Lor while Bely Lor is acting as the PR for all expenses incurred by or on behalf of the Company in connection with (i) any administrative or judicial proceeding with respect to the tax liabilities or obligations of the Company or (ii) any other actions taken as the PR with respect to the tax liabilities or obligations of the Company. The Company hereby agrees to indemnify, defend and hold Bely Lor and any subsequent PR harmless of and from any and all liabilities, claims, demands, and expenses of any kind or nature which arise or in any way relate to any violation or breach of this Section 9.8. This Section 9.8 shall (i) not be amended, modified or restated without the prior written consent of Bely Lor or any subsequent PR regardless of whether Bely Lor or any subsequent PR is a Member of the Company at the time of such amendment, modification or restatement, and (ii) survive and continue in full force and effect notwithstanding any transfer or conveyance by Bely Lor or any subsequent PR of its Interest.

ARTICLE X MANAGEMENT OF THE COMPANY

10.1 **Management.** Except for situations in which the approval of the Members is required by this Company Agreement or by nonwaivable provisions of applicable law (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be wholly managed under the direction of, the Managers; and (ii) each and any Manager hereof may, independently or jointly, make all decisions and take all actions for the Company not otherwise provided for in this Company Agreement. In managing the business and affairs of the Company and exercising their powers, the Managers shall act (i) collectively through meetings and written consents, (ii) through committees, or (iii) through a Manager or Managers to whom authority and duties have been delegated to such Manager or Managers as the Managers may deem advisable.

10.2 **Number and Qualifications.** The number of Managers of the Company shall not be less than one (1) nor more than five (5). The initial Managers of the Company will be Bely Lor and You Ang Pheav. Any reference to the "Managers" means the initial Managers of the Company, who may act alone and during such time as there is a single Manager, any reference in this Agreement to the action of multiple Managers, or the consent or approval of a majority of the Managers, will be deemed to refer to the sole Manager. Managers need not be Members or residents of the State of Texas. If there exists more than one Manager, the Managers may elect a chairman of the Managers who shall preside at meetings of the Managers. Each Manager shall have full authority to act alone as if only the sole Manager of the Company.

10.3 **Election and Term.** At the first annual meeting of the Members, and at each annual meeting thereafter, the Members shall elect one or more Managers to serve as the Managers of the

Company. Unless removed in accordance with this Company Agreement, the Managers shall hold office until their successors are elected or appointed and qualified, or until their earlier death, resignation, or removal. The Members hereby agree that the Managers shall be elected by the approval of a Majority-in-Interest of the Members.

10.4 Vacancy. Any vacancy occurring for any reason in the number of Managers shall be filled by the approval of a Majority-in-Interest of the Members or otherwise in accordance with the Act. A Manager elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

10.5 Removal. At a meeting called expressly for the purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the approval of those Members holding more than eighty percent (80%) Interest in the Company.

10.6 Place of Meetings. All meetings of the Managers of the Company may be held either within or without the State of Texas.

10.7 Annual Meetings of Managers. The annual meeting of Managers may be held, without further notice, immediately following the annual meeting of Members, and at the same place, or at such other time and place as shall be fixed with the approval of the Members.

10.8 Regular Meetings of Managers. Regular meetings of the Managers may be held, without further notice, immediately following the annual meeting of Members, and at the same place, or at such other time and place as shall be fixed with the approval of a Majority-in-Interest of the Members.

10.9 Special Meetings of Managers. Special meetings of the Managers may be called by two-thirds (2/3) of the Managers on ten (10) days' notice to each Manager, either personally or by mail, telephone or by telegram.

10.10 Quorum. At all meetings of the Managers, the presence of a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business unless a greater number is required by applicable law. Subject in all events to the limitation on actions that may be taken by Managers, the act of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Managers, except as otherwise provided by applicable law, the Certificate of Formation or this Company Agreement. If a quorum is not present at any meeting of the Managers, the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

10.11 Attendance and Waiver of Notice. Attendance of a Manager at any meeting constitutes a waiver of notice of the meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meetings of the Managers need be specified in the notice or waiver of notice of the meeting.

10.12 Compensation of Managers. Managers, as such, shall not receive any stated salary for their services, but shall receive such compensation for their services as may be from time to time approved by a Majority-in-Interest of the Members. This Company Agreement shall not be construed to preclude any Manager from serving the Company in any other capacity and receiving compensation

for such service. In addition, the Managers shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in the course of their service hereunder.

10.13 Conflicts of Interest. Subject to the other express provisions of this Company Agreement, each Manager of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company or any other Member or Manager the right to participate therein. The Company may transact business with any related person or Manager, provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

10.14 Actions Without a Meeting and Telephonic Meetings. Notwithstanding any other provision contained in this Section, all actions of the Managers provided for herein may be taken by written consent without a meeting, or any meeting thereof may be held by means of a conference telephone. Any action that may be taken by the Managers without a meeting shall be effective only if the written consent or consents are in writing, set forth the action so taken, and are signed by that number of Managers constituting not less than the minimum number of Managers that would be necessary to take the action at a meeting at which all Managers entitled to vote on the action were present and voted.

10.15 Powers of Manager. Notwithstanding anything in this Company Agreement to the contrary, Bely Lor and/or You Ang Pheav, as Managers of the Company, may independently and separately, perform all of the following on behalf of the Company, and are each independently authorized to do the following on behalf of the company:

A. To acquire property upon such terms and conditions as each such Manager sees fit, to improve, operate and manage the Company Property and to manage the construction or the operation of any manufactured home park or other development constructed on the Company Property on such terms and for such rental as the Manager determines in the Manager's reasonable discretion;

B. To operate and manage any company in which the Company is a member and/or manager;

C. To have the Company make loans(s) to an Affiliate of the Manager or the Company;

D. To borrow money on behalf of the Company required for the business and affairs of the Company and secure the repayment of such borrowings by executing mortgages or deeds of trust, pledging or otherwise encumbering or subjecting to security interests, all or any part of the Company Property, and to refinance, increase, modify, consolidate or extend the maturity, of any deed of trust, pledge, encumbrance or other security device, all upon such terms and conditions as the Manager deems, in the Manager's discretion, to be in the best interest of the Company. Each Manager is further authorized, without the further consent of the Members, to obtain a loan ("Loan") from a lender acceptable to Manager in the Manager's sole discretion (the "Lender"), or from any financial institution selected by the Managers. Each Manager is expressly and independently authorized to execute the following documents necessary to obtain the Loan, without limitation, the following:

1. Promissory Note(s);
2. Deed(s) of Trust;
3. Security Agreement(s); and
4. Such other and further documents as Lender or any title company may require in connection with the acquisition of Company Property, the attainment of the Loan, or any refinancing(s) thereof.

E. To sell the Company Property at such price and upon such terms as the Manager deems reasonable;

F. To purchase from others, at the expense of the Company, contracts of liability, casualty, flood and other insurance which the Managers deem advisable, appropriate or convenient for the protection of the assets or affairs of the Company or for any purpose convenient or beneficial to the Company;

G. To prosecute, defend, settle, compromise or submit to arbitration, at the Company's expense, any suits, actions or claims at law or in equity to which the Company is a party or by which the Company is affected, as may be necessary, proper or convenient, and to satisfy out of Company funds any judgment, decree or decision of any court, board, agency or authority having jurisdiction, or any settlement of any suit, action or claim prior to judgment or final decision thereon and to hire legal representation of the choice of the Manager to carry out the business of the Company;

H. To employ persons, at the expense of the Company, to perform administrative, legal and independent auditing service in connection with the operation and management of the Company's business, and to provide services in connection with the preparation and filing of any tax return required of the Company;

I. To designate officers of the Company at compensation levels at or above fair market value in the opinion of the Manager;

J. To approve contractors and construction contracts relating to the Company Property;

K. To coordinate with contractors regarding cost estimates and schedules for construction of improvements to any Company Property; to engage general contractors, subcontractors and materials suppliers upon such prices, terms and conditions as the Manager may determine in his or her sole discretion; to discharge general contractors, subcontractors and materials suppliers;

L. To negotiate, prepare and execute construction contracts, change orders and other contract services necessary to complete such improvements as determined by the Manager;

M. To coordinate and submit applications to all governmental authorities for permits, inspections, approvals, completion certificates and all other items required by such governmental authorities;

N. To operate, manage and maintain Company Property or other property for which the Company is engaged to manage and to enter into agreements with others with respect to such management, operation and development, which agreements shall contain such terms, provisions and conditions as the Manager deems in his or her absolute discretion, to be in the best interest of the Company;

O. To make such elections under the Code as the Manager believes necessary or desirable;

P. To designate the depository or depositories in which all bank accounts of the Company shall be kept and the person or persons upon whose signatures withdrawals therefrom shall be made;

Q. To incur, at the expense of the Company, bank charges with respect to bank accounts maintained, and expenses relating to the purchase of supplies, materials, equipment, or similar items used in connection with the operation of the Company;

R. To employ persons, at the expense of the Company, to perform administrative, legal and independent auditing services in connection with the operation and management of the Company's business, and to provide services in connection with the preparation and filing of any tax return required of the Company; and

S. To enter into agreements between the Company and third parties to allow such parties to be admitted as Members and receive Interests in the Company on terms, including a vesting schedule, determined by the Manager, in their respective sole discretion.

For an avoidance of doubt, each Manager may independently execute any document or otherwise cause the Company to enter into a contract for the purchase and/or sale of Company assets, including but not limited to for the purpose of effectuating the purchase and/or sale of real or other property. Only one Manager is required to sign any contract or other documents necessary for the purchase and/or sale of real property or other property.

10.16 Restrictions. The Manager may not cause the Company to do any of the foregoing without the consent of Members owning at least sixty percent (60%) of the Interests of the Members (as same may be adjusted from time to time as provided herein):

A. Merge with or into another limited liability company, corporation, or other entity, regardless of whether the Company is the surviving entity of such merger; or

B. Reorganize the Company or file any voluntary under the United States Bankruptcy Code or any state insolvency law on behalf of the Company.

10.17 Additional Restrictions. The Managers may not cause the Company to do any of the foregoing without the consent of the Members owning at least fifty percent (50%) of the Interests of the Members:

- A. Take any action in contravention of this Company Agreement or the Certificate of Formation;
- B. Make an assignment for the benefit of creditors of the Company or file a voluntary petition; or
- C. Confess any judgment against the Company.

ARTICLE XI RIGHTS, POWERS AND OBLIGATIONS OF MEMBERS

11.1 Authority; Liability to Third Parties. No Member (other than a Manager) has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company or to incur any expense on behalf of the Company. No Member (including any Member who is a Manager) shall be liable for the debts, obligations, or liabilities of the Company, including under a judgment decree or order of a court unless a Member expressly guarantees such debt in writing.

11.2 Other Business. The Members may engage in or possess interests in other business ventures (unconnected with the Company) of every kind and description, independently or with others, including, without limitation, business competitive with that of the Company and owning, developing and/or managing a mobile home park that competes with the Company or Company Property. Neither the Company nor the other Members shall have any rights in or to such independent ventures or the income or profits therefrom.

ARTICLE XII MEETINGS OF MEMBERS

12.1 Place of Meetings. All meetings of Members shall be held at the principal office of the Company as provided in Section 3.3, above, or at such other place within or outside the State of Texas as may be designated by the Member or Members calling the meeting.

12.2 Special Meetings. Special Meetings of the Members may be called by resolution of the Managers or by Members holding thirty percent (30%) or more of the Interests, for the purpose of addressing any matter upon which the Members may vote under this Company Agreement. Members may call a meeting by delivering to the Managers one or more written requests signed by the requisite number of Members, stating that the signing Members wish to call a meeting and indicating the specific purpose for which the meeting is to be held. Action at the meeting shall be limited to those matters specified in the call of the meeting.

12.3 Notice. A Notification of all meetings, stating the place, day and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than three (3) nor more than sixty (60) days before the meeting to each Member entitled to vote.

12.4 Waiver of Notice. Attendance of a Member at a meeting shall constitute a waiver of Notification of the meeting, except where such Member attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Notification of a meeting may also be waived in writing. Attendance at a meeting is not a waiver of

any right to object to the consideration of matters required to be included in the Notification of the meeting but not so included if the objection is expressly made at the meeting.

12.5 Quorum. A Majority-in-Interest of the Members shall constitute a quorum at any meeting of the Members, whether present, in person or by proxy.

12.6 Voting.

A. Voting and Voting Power. All Members shall be entitled to vote at meetings. Members may vote either in person or by proxy at any meeting. Each Member's percentage voting power at a meeting, and for all matters requiring a vote by the Members under this Agreement, shall be in accordance with their Interests.

B. Voting on Matters Other than the Election of Managers. With respect to any matter other than the election of Managers or a matter for which the affirmative vote of Members owning a specified portion of the Interest is required by the Act, the Certificate of Formation or this Company Agreement, the affirmative vote of the holders of a Majority-in-Interest of the Members at a meeting at which a quorum is present shall be the act of the Members.

C. Voting in the Election of Managers. Managers shall be elected by a plurality of the Interests represented in person or by proxy at a meeting of Members at which a quorum is present.

D. Change in Voting Percentages. No provision of this Company Agreement requiring that any action be taken only upon approval, vote or action of Members holding a specified percentage of all of the Interests may be modified, amended or repealed unless such modification, amendment or repeal is approved by Members holding at least such specified percentage of Interests.

12.7 Conduct of Meetings. The Managers shall have full power and authority concerning the manner of conducting any meeting of the Members, including, without limitation, the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of this Article XII, the conduct of voting, the validity and effectiveness of any proxies, and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The Managers shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take minutes of any meeting.

12.8 Action by Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by Members holding the percentage of Interests required to approve such action under the Act, the Certificate of Formation or this Company Agreement. Such consent shall have the same force and effect as a vote of the signing Members at a meeting duly called and held pursuant to this Article XII. No prior notice from the signing Members to the Managers or other Members shall be required in connection with the use of a written consent pursuant to this Section. Notification of any action taken by means of a written consent of Members shall, however, be sent within a reasonable time after the date of the consent by the Managers to all Members who did not sign the written consent. Such meetings may be held telephonically.

12.9 Proxies. A Member may vote either in person or by proxy executed in writing by the Member. A facsimile, electronic transmission or similar transmission by the Member, or a photographic, photostatic, facsimile, electronic transmission or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this Section. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Members, before or at the time of the meeting or execution of the written consent, as the case may be. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the Managers who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable, and the proxy is coupled with an interest. Should a proxy designate two or more Persons to act as proxies, unless such instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Interests that are the subject of such proxy are to be voted with respect to such issue.

12.10 Information.

A. In addition to the other rights specifically set forth in this Company Agreement, each Member is entitled to all information to which that Member is entitled to have access pursuant to the Act under the circumstances and subject to the conditions therein stated. The Members agree, however, that the Managers from time to time may determine, due to contractual obligations, business concerns, or other considerations, that certain information regarding the business, affairs, properties and financial condition of the Company should be kept confidential and not provided to some or all other Members, and that it is not just or reasonable for those Members or assignees or representatives thereof to examine or copy that information.

B. The Members acknowledge that, from time to time, they may receive information from or regarding the Company in the nature of trade secrets or that otherwise is confidential the release of which may be damaging to the Company or Persons with which it does business. Each Member shall hold in strict confidence any information such Member receives regarding the Company that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any Person other than another Member, except for disclosures (i) compelled by law (but the Member must notify the Managers promptly of any request for that information, before disclosing it if practicable), (ii) to advisers or representatives of the Member or Persons to which this Member's Interest may be assigned as permitted by this Company Agreement, but only if the recipients have agreed to be bound by the provisions of this Section, or (iii) of information the Member has also received from a source independent of the Company that the Member reasonably believes obtained the information without breach of confidentiality. The Members acknowledge that breach of the provisions of this Section may cause irreparable injury to the Company for which

monetary damages are inadequate, difficult to compute, or both. Accordingly, the Members agree that the provisions of this Section may be enforced by specific performance.

ARTICLE XIII CASH FLOW

13.1 Distribution of Cash Flow. Cash Flow means the Operating Revenue of the Company less the Operating Expenses. Operating Revenue shall include all rental income, management income, payments received from tenants under lease/purchase agreements, a sale of less than all of the Company Property, rent received from any entity renting homes, spaces, or RV spaces on the Property, payments received under installment sales agreements and other cash receipts but shall exclude the proceeds derived from a sale of all of the Company Property. Operating Expenses shall include all management costs and expenses, employee salaries, the cost of supplies and materials, insurance premiums, taxes, principal and interest payment on any loan, all costs and expenses related to operation and ownership of the Property, and similar expenses. Cash Flow shall be shared by the Members in the manner described in this Section; all other distributions of cash shall be shared as described in the following Article XIV.

A. Cash Flow shall be distributed at such times and in such amounts as the Managers, in their sole discretion, shall determine, taking into account the reasonable business needs of the Company (including plans for expansion, reinvestment and diversification of the Company's business). The Managers' determination regarding whether or not to make distributions of Cash Flow and the amounts of such distributions to be made shall be final and binding on all Members.

B. Distributions of Cash Flow, once determined by the Managers, shall be made to the Members in the following order of priority:

- (i) First, to the Members in proportion to their respective Adjusted Contributed Capital balances, until the Members have received aggregate distributions pursuant to this Section 13.1B. and Section 14.4 equal to each Member's Adjusted Contributed Capital account; and
- (ii) Then, to the Members to be divided among them in accordance with their Interests (as the same may be adjusted from time to time as provided in Section 6.5 hereof or as otherwise provided herein).

13.2 Distribution of Property. While no Member shall have any right to demand or receive property other than cash, the Managers may decide, in their sole and absolute discretion, that assets will be distributed in kind.

ARTICLE XIV DISSOLUTION AND WINDING UP

14.1 Events Causing Dissolution. The Company shall be dissolved upon the first of the following events to occur:

A. the written consent of all Members at any time to dissolve and wind up the affairs of the Company;

B. the expulsion, death, withdrawal, Bankruptcy or dissolution of a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company, unless there is at least one remaining Member and the business of the Company is continued by the consent of all remaining Members; or

C. the occurrence of any other event that causes the dissolution of a limited liability company under the Act.

14.2 Winding Up. If the Company is dissolved pursuant to Section 14.1, the Company's affairs shall be wound up as soon as reasonably practicable in the manner set forth:

A. Appointment of Liquidator. The winding up of the Company's affairs shall be supervised by a liquidator (the "Liquidator"). The Liquidator shall be the Managers or, if the Members prefer, a liquidator or liquidating committee selected by a Majority-in-Interest of the Members.

B. Powers of Liquidator. In winding up the affairs of the Company, the Liquidator shall have full right and unlimited discretion, for and on behalf of the Company:

- i. to prosecute and defend civil suits;
- ii. to collect Company assets, including obligations owed to the Company;
- iii. to settle and close the Company's business;
- ii. to dispose of and convey all Company Property for cash or on such other terms as the Liquidator deems reasonable, and in connection therewith to determine the time, manner and terms of any sale or sales of Company Property, having due regard for the activity and condition of the relevant market and general financial and economic conditions;
- iii. to pay all reasonable selling costs and other expenses incurred in connection with the winding up out of the proceeds of the disposition of Company Property;
- iv. to discharge the Company's known liabilities and, if necessary, to set up, for a period not to exceed five (5) years after the date of dissolution, such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;
- v. to distribute any remaining proceeds from the sale of Company Property to the Members;
- vi. to prepare, execute, acknowledge, and file articles of dissolution under the Act and any other certificates, tax returns or instruments necessary or advisable under any applicable law to effect the winding up and termination of the Company; and
- vii. to exercise, without further authorization or consent of any of the Members hereto or their legal representatives or successors in interest, all of the powers

conferred upon the Managers under the terms of this Company Agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to perform its duties and functions. The Liquidator shall not be liable to the Members and shall, while acting in such capacity on behalf of the Company, be entitled to the indemnification rights set forth in Article XIV hereof.

14.3 Compensation of Liquidator. The Liquidator (if not the Managers) appointed as provided herein shall be entitled to receive such reasonable compensation for the Liquidator's services as shall be agreed upon by the Liquidator and a Majority-in-Interest of the Members.

14.4 Distribution of Company Property and Proceeds of Sale Thereof.

A. Order of Distribution. Upon completion of the sale of Company Property, and after payment of all selling costs and expenses, the Liquidator shall distribute the proceeds of such sales, and any Company Property that is to be distributed in kind, to the following groups in the following order of priority:

- i. to satisfy Company liabilities to third party creditors;
- ii. to the Members in proportion to their respective Adjusted Contributed Capital balances until the Members have received aggregate distributions pursuant to Section 13.1B. and this Section 14.4 equal to each Member's Adjusted Contributed Capital accounts; and
- iii. to the Members in accordance with their respective Interests (as the same may be adjusted from time to time as provided in Section 6.5 hereof or as otherwise provided herein).

B. Insufficient Assets. The claims of each priority group specified above shall be satisfied in full before satisfying any claims of a lower priority group. If the assets available for disposition are insufficient to dispose of all of the claims of a priority group, the available assets shall be distributed as follows: (i) first, to amounts owed to each creditor as described in Section 14.4A.(i) above in proportion to the outstanding loan balances due each creditor; (ii) then, to the Members in proportion to the respective Adjusted Contributed Capital balances as provided in Section 14.4A.(ii) above; and (iii) then, to the Members in accordance with the Interests of each Members as provided in Section 14.4A.(iii) above.

14.5 Final Statement. Within a reasonable time following the completion of the liquidation, the Managers shall supply to each of the Members a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and each Member's pro rata portion of distributions pursuant to Section 14.4.

14.6 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Company Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the Capital Account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Company Agreement to all Members in proportion to their respective Interests, upon dissolution of the Company such deficit shall not be an asset of the Company and such Members shall

not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

ARTICLE XV INDEMNIFICATION AND INSURANCE

15.1 Indemnification and Advance of Expenses. The Company shall indemnify and/or advance expenses to a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person (i) is or was a Member, Manager, employee or agent of the Company, or (ii) is or was serving at the request of the Company as a member, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent provided by, and in accordance with the procedures set forth in the Act and any other applicable laws.

15.2 Insurance. Subject to the appropriate provisions of the Act, the Company may purchase and maintain insurance or other arrangements on behalf of any Person who is or was a Member, employee, agent or other Person identified in Section 15.1 above against any liability asserted against such Member, employee, agent or other Person identified in Section 15.1 incurred by such parties in such a capacity or arising out of their status as such a Person, whether or not the Company would have the power to indemnify the Person against that liability under Section 15.1 or otherwise.

15.3 Limit on Liability of Members. The indemnification set forth in this Article XV shall in no event cause the Members to incur any personal liability beyond their total Contributed Capital, nor shall it result in any liability of the Members to any third party.

ARTICLE XVI BUY-SELL AND TRANSFERS ON THE OCCURRENCE OF CERTAIN EVENTS

16.1 Restrictions on Transfer. Except for transfer of an Interest by a Member to a Permitted Transferee, no sale, assignment, transfer, pledge, hypothecation, or other disposition of the Company Interest of a Member, now or hereafter owned or held by such Member, or by any person hereafter acquiring any such Company Interest or part thereof or becoming a party to this Agreement as a Member, or of any interest or portion therein (hereinafter referred to as a "Transfer of Interest"), shall be valid, enforceable or effective unless the consent of all of the Members is obtained and such Transfer of Interest is made in accordance with the terms and provisions of this Article XVI.

16.2 Right of First Refusal. No Member shall make any Transfer of Interest unless such Member shall (i) first obtain the consent of all of the Members to a Transfer of Shares; and (ii) offer for purchase all of such Member's Company Interest to the other Members in the manner and to the extent hereinafter set forth.

A. Third-Party Offer. The Member desiring to effect a Transfer of Interest (hereinafter referred to as the "Offeror") shall transmit to the other Members by certified mail, return receipt requested, a true copy of a bona fide written offer for the purchase of all of the Offeror's Company Interest, together with sufficient information from which a judgment may be made as to the ability to perform such offer and as to the desirability of permitting the prospective third party purchaser to be a Member of the Company (the "Third Party Offer").

B. Option. The other Members of the Company shall have the option, exercisable within forty-five (45) days of the receipt of the Offeror's Third Party Offer, to purchase such Offeror's Company Interests at the same price and upon substantially the same terms and conditions contained in such Third Party Offer in the proportions in which the Company Interests then owned by each of the Members bears to the total issued and outstanding Company Interests, excluding the Company Interests owned by the Offeror (the "Purchase Option").

C. Member Purchase. If one or more of such Members shall signify their intention to exercise such Purchase Option (the "Accepting Member(s)"), and if one or more of the other Members elects not to exercise such Purchase Option, then the Accepting Member(s) shall have the right to purchase from the Offeror all of the Offeror's Company Interests within fifteen (15) days of the expiration of the forty-five (45) day period, in such proportion as they may agree among themselves, and in the absence of an agreement, in the same proportion or proportions in which such Accepting Member(s) then own Company Interests, excluding the Company Shares owned by the Offeror and the Company Interests owned by the Members not electing to purchase any of the Offeror's Company Shares.

D. Drag-Along Put to Third Party Upon Transfer of Shares. In the event none of the other Members elect to purchase all of the Offeror's Company Shares under Sections 16.2(b) or (c), then each of the other Members shall have the option to require that the third party desiring to purchase the Offeror's Company Shares also purchase all of the Company Interests owned by such other Members on the same terms and conditions as the Company Shares of the Offeror. If any of the other Members elect to exercise their right to put their Company Interests to such third party and the third party fails or refuses to purchase the Company Shares owned by such other Members, then the Offeror shall be prohibited from selling or otherwise transferring any of their Company Shares to such third party. The other Members shall have sixty-five (65) days after receipt of the Purchase Option Notice to exercise their option to put their Company Shares to such third party by transmitting written notice of their election by certified mail, return receipt requested, to the Offeror and such third party.

E. Sale to Third Party. In the event that Company Interests have been offered for sale under and pursuant to this Section 16.2, and (i) such Purchase Option for all, and not less than all, of the Offeror's Company Shares has not been finally accepted by one or more of the other Members in accordance with the provisions hereof, and (ii) none of the other Members has elected to put their Company Shares to the third party pursuant to Section 16.2D, all, but not less than all, of the Offeror's Company Shares may be sold or disposed of upon the terms and conditions contained in the offer within ten (10) days after the expiration of the last date of any right to purchase, except that the purchaser or purchasers who acquire the same shall hold the Company Shares subject to the terms of this Company Agreement, including this Article XVI. Any such Company Interests which are not sold or disposed of within such ten (10) day period shall again become fully subject to the terms of restrictions on transfer set forth in this Company Agreement, including this Article XVI.

16.3 Bring-Along Rights of Selling Members. In the event Members representing at least two-thirds in Interests ("Selling Members") desire to sell their Interests to a single purchaser or group of purchasers (the "Purchaser"), and the Purchaser desires to buy the remaining Interests for the same purchase price, and upon the same terms and conditions, as proposed to be paid to the Selling Members, each of the Members hereby agrees that they will sell their Interests to such Purchaser for such purchase

price and upon such terms and conditions, even if they are not one of the Selling Members, and to further assure compliance with this Section, each Member hereby grants an option to the Selling Members to purchase their Interests for the same purchase price, and upon the same terms and conditions, as to be paid by the Purchaser to the Selling Members, with such option exercisable immediately upon written notice to such Member by the Selling Members.

16.4 Death.

A. Option to Purchase Upon Death. Upon the death of a Member (the "Decedent"), or the sole member, shareholder or other principal if the Member is an entity, the other Members shall have the option to purchase all, but not less than all, and the estate of the Decedent shall sell all, of the Decedent's Interest now owned or hereafter acquired by the Decedent including the community interest in such Interest attributable to the Decedent's spouse, the separately held Company Interest, if any, of the Decedent's spouse, child or children, and any Interest held in trust for the Decedent's spouse, child or children (collectively, the "Decedent's Interest"). The other Members shall have the option, exercisable within one hundred twenty (120) days of notification of the Decedent's death, to purchase such Decedent's Interest in such proportions as they may agree among themselves, and in the absence of an agreement, in the proportions in which they then own the Interests, excluding the Decedent's Interest, at the purchase price set forth below. It is understood and agreed that none of the Members shall have the obligation to purchase the Decedent's Interest, it being the intention that this is an option only.

B. Determination of Purchase Price. The Members shall be entitled to establish, annually within sixty (60) days after the end of each Fiscal Year of the Company, by the agreement of Members holding at least sixty-seven percent (67%) of the Interests, by so stating in a written acknowledgement executed by such Members, a fixed dollar purchase price for the Interests. The price so established shall be the price which the other Members shall pay for the Decedent's Interest. PROVIDED, HOWEVER, if the Members fail to establish such a price, the purchase price which the other Members shall pay for the Decedent's Interest under this Section 16.4(B) shall be determined by agreement of the Members and the Decedent's heirs or personal representative. In the event the Members and the Decedent's heirs or personal representative fail to agree, the price shall be determined in the following manner. The Managers shall select two (2) licensed brokers that are familiar with the values of mobile home parks, routinely broker transactions involving properties similar to the Company Property, and each have at least five (5) years experience in so-doing (the "Experts"). The two Experts so selected shall proceed to promptly determine the Fair Market Value of the Interests, taking into consideration any outstanding indebtedness, liabilities, liens, and obligations relating to the Property. The determination of such Fair Market Value by the two Experts, selected as hereinabove provided, shall be final and binding upon all parties. If the two Experts so selected are unable to agree upon such Fair Market Value, said two Experts shall select a third Expert whose determination as to such Fair Market Value shall be averaged with the valuation reports of the other two Experts, and the average of the three Experts shall be conclusive evidence as to such Fair Market Value and shall be final and binding upon all such parties.

C. Payment of Fair Market Value. Following the determination of the Fair Market Value, the Fair Market Value less a discount in the amount of twenty percent (20%) of such value shall be paid to the Decedent's estate, at the option of the Company, either (i) in cash within sixty (60) days of the determination of same; or (ii) in equal annual installments of

principal, with accrued interest, over three (3) years, with the first installment payable one (1) year after the Decedent's death and the subsequent two (2) installments to be paid on the anniversary dates of such date, and shall bear interest at an annual rate of ten percent (10%) until paid.

16.5 Disability.

A. Option to Purchase Upon Disability. In the event any Member, or the sole member, shareholder, or principal if the Member is an entity, shall become "Disabled" (as hereinafter defined) (the "Disabled Member"), the other Members (excluding the Disabled Member) shall have the option to purchase all, but not less than all, and the representative appointed on behalf of the Disabled Member shall sell all of the Interest of the Disabled Member now owned or hereafter acquired by their , including the community interest in any such Interest attributable to the Disabled Member's spouse, the separately held Interest, if any, of the spouse of the Disabled Member, and any Interest of the Company held in trust for the spouse, child or children of the Disabled Member (collectively, the "Disabled Interest"), as provided in this Section 16.5. The other Members shall have the option, exercisable within one hundred twenty (120) days of the date the Disabled Member was determined to be Disabled, to purchase such Disabled Interest in such proportions as they may agree among themselves, and in the absence of an agreement, in the same proportions in which they then own Interests, excluding the Disabled Interest, at the purchase price set forth below. It is understood and agreed that none of the Members shall have the obligation to purchase the Disabled Shares, it being the intention that this is an option only.

B. Purchase Price. The purchase price payable for the Disabled Interest shall be the same purchase price that would have been payable under Section 16.4(B) had the Disabled Member died on the date the Disabled Member was determined to be Disabled, and such amount shall be payable in equal annual installments of principal, with accrued interest, over three (3) years, with the first installment payable one (1) year after the date the Disabled Member was determined to be Disabled and the subsequent two installments to be paid on the anniversary dates of such date, and shall bear interest at an annual rate of ten percent (10%) until paid.

C. Definition. For purposes of this Company Agreement, the terms "Disability" or "Disabled" shall mean the mental or physical incapacity of such Member or the sole member, shareholder, or principal if the Member is an entity to actively participate in the affairs of the Company for a substantially continuous period of twelve (12) months. Disability shall be deemed "substantially continuous" if, as a practical matter, the Member or the sole member, shareholder, or principal if the Member is an entity, by reason of his or her mental or physical health, is unable to sustain reasonably long periods of substantial performance of such party's duties. Frequent long illnesses, though different from the preceding illness and though separated by relatively short periods of performance, shall be deemed to be "substantially continuous". Disability shall be determined in good faith by the affirmative vote of Members owning at least sixty-seven percent (67%) of the Interests, excluding the Disabled Interest, whose decision shall be final and binding upon the Disabled Member and such party's legal representative, if any.

16.6 Divorce.

A. Option to Purchase Upon Divorce. In the event of a divorce of a Member, or, or the sole member, shareholder, or principal if the Member is an entity (the "Divorced Member"), if the Divorced Member is not awarded 100% of the Interests owned by the Divorced Member and his or her spouse as a result of the judgment rendered in the divorce proceeding is awarded any of the Interests owned by the Divorced Member, then the other Members (excluding the Divorced Member) shall have the option to purchase all, but not less than all, of the Interests of the Divorced Member awarded to the Divorced Member's former spouse and the separately held Interests, if any, owned by the Divorced Member's former spouse prior to such award (collectively, the "Divorced Interests"), as provided in this Section 16.6. The other Members shall have the option, exercisable within one hundred twenty (120) days of entry of the final divorce judgment, to purchase such Divorced Interests in such proportions as they may agree among themselves, and in the absence of an agreement, in the same proportions in which they then own Interests, excluding the Divorced Interests and any Interests remaining in the name of the Divorced Member, at the purchase price set forth below. It is understood and agreed that none of the Members shall have the obligation to purchase the Divorced Interests, it being the intention that this is an option only.

B. Purchase Price. The purchase price payable to the former spouse of the Divorced Member for the Divorced Interests shall be the same as would have been paid under Section 16.4B. if the Divorced Member had died as of the date the divorce judgment was rendered, and such amount shall be payable to the former spouse of the Divorced Member in equal annual installments of principal, with accrued interest, over three (3) years, with the first installment payable one (1) year after the date the divorce judgment was rendered and the subsequent two (2) installments to be paid on the anniversary dates of such date, and shall bear interest at an annual rate of ten percent (10%) until paid.

C. Spouse Bound. Upon exercise of the option set forth in Section 16.6A, the former spouse of the Divorced Member shall sell all of the Divorced Interests for the price and manner of payment set forth in Section 16.6B. and the former spouse of the Divorced Member shall cease to have an Interest in the Company.

D. Option to Divorced Member. Upon the exercise of the option set forth in Section 16.6A. by the other Members, the Members hereby grant the option to the Divorced Member to purchase from the other Members the Divorced Interests upon the same terms and conditions as purchased by them from the spouse of the Divorced Member. Such option is exercisable by the Divorced Member at any time within two hundred seventy (270) days after the date the divorce becomes final. Such option may be exercised by the Divorced Member by delivering five (5) days' written notice of election to the other Members.

16.7 Exercised Options.

A. Consent of Members. Upon the exercise of any of the options set forth in Sections 16.2, 16.3, 16.4, 16.5 or 16.6, the Members shall be deemed to have consented to the transfer of the purchased Interests to the purchaser.

B. Adjustment to Interests. Upon the exercise by any Member of any of the purchase options set forth in Sections 16.2, 16.4, 16.5 or 16.6 (with any Member exercising

such purchase option referred to herein as a “Purchasing Member” and all or any portion of the Interest purchased by such Purchasing Member pursuant to such purchase option referred to herein as a “Purchased Interest”), such Purchasing Member’s Interest shall be increased by the Purchased Interest as of the effective date of such purchase (the “Purchase Date”).

C. Adjustments to Adjusted Contributed Capital Accounts. Following any Purchased Interest by any Purchasing Member as provided in Section 16.7B. above, such Purchasing Member’s Adjusted Contributed Capital account shall be increased by the amount of the Adjusted Contributed Capital account attributable to such Purchased Interest acquired by such Purchasing Member.

16.8 Buy-Sell Procedure Relating to Company Interests.

A. In the event a Trigger Event (as defined below) occurs, if any Member (the “Offering Member”) desires to make an offer to any other Member (the “Offeree”) to purchase all of the Offeree’s Interest in the Company or to sell to the Offeree all of the Offering Member’s Interest in the Company, the Offering Member shall notify the Offeree in writing of its desire to do so, designating in such notice (“Offering Notice”) the price at which it will either sell its Company Interest to the Offeree or buy the Company Interest of the Offeree, and designating the date (the “Offer Date”) of such notice. The Offering Member may elect to make such offer to one or more of the other Members. Such price (the “Purchase Price”) shall be stated in terms of the Offering Member’s view of the fair market value of the Company’s Property. The Offering Member shall then be obligated to do one of the following:

(i) to purchase the Company Interest of the Offeree at a price equal to the amount that would be distributed to the Offeree if the Company’s assets were sold for the Purchase Price, the Company were liquidated, and the proceeds of its liquidation were distributed to the Members pursuant to Section 14.4 of this Agreement (without the requirement that any reserve be established) as determined by the Company’s accountants, whose determination shall be binding and conclusive; or

(ii) to sell to the Offeree the Offering Member’s Company Interest at a price equal to the amount that would be distributed to the Offering Member if the Company’s assets were sold for the Purchase Price, the Company were liquidated, and the proceeds of its liquidation were distributed to the Members pursuant to Section 14.4 of this Agreement (without the requirement that any reserve be established) as determined by the Company’s accountants, whose determination shall be binding and conclusive.

The following defined terms, when used in this Section 16.8 shall have the meanings given such terms below:

“Deadlock” means that the Members are unable to reach agreement on any action that requires the consent or approval of Members under this Agreement and the Members have been unable to resolve such differences within a subsequent 10-day “cooling off” period.

“Trigger Event” means a Deadlock has occurred.

B. Within 30 days of the Offer Date, the Offeree may give written notice to the Company and to the Offering Member of its agreement to purchase the Offering Member's Company Interest.

C. If the Offeree elects to purchase the Offering Member's Company Interest in accordance with this Section 16.8, the Offeree shall purchase the Company Interest of the Offering Member at the price determined pursuant to Section 16.8(a)(ii) above.

D. In the event that the Offeree shall fail to timely elect to purchase the Offering Member's Company Interest pursuant to this Section 16.8, the Offeree shall be deemed to have elected to sell its Company Interest to the Offering Member at the price determined pursuant to Section 16.8A.(i).

E. A closing for the sale of a Company Interest pursuant to this Section 16.8 shall be held at the office of the Company on a date designated by the purchasing party no later than 30 days after the expiration of the 30-day period described in Section 16.8B. (the "Closing Date"). The Purchase Price of a Company Interest purchased in accordance with this Section 16.8 shall be payable entirely in cash at such closing. In the event that as of the Offer Date, the selling Member, or any affiliate thereof, has personal liability for any indebtedness of the Company, the closing of the sale of the selling Member's Interest in the Company hereunder shall be conditioned upon the release of the selling Member, or such affiliate, from such personal liability by the lender of the subject indebtedness; provided, however, if the release of the selling Member cannot be obtained, the selling Member, in its sole discretion, may elect to consummate the purchase in accordance with the provisions contained in this Section 16.8.

F. The respective obligations of the Offering Member and the Offeree to purchase or sell, as the case may be, an Interest in the Company shall be specifically enforceable. In addition, if for any reason the selling party refuses to consummate the closing of the sale of a Company Interest pursuant to this Section 16.8, the purchasing party shall have the right to purchase the selling party's Interest at a price equal to the amount that would be distributed to the selling party if the Company's assets were sold for 75% of the Purchase Price, the Company were liquidated, and the proceeds of its liquidation were distributed to the Members pursuant to Section 14.4 of this Agreement (without the requirement that any reserve be established).

G. The sale of an Interest pursuant to this Section 16.8 shall be structured in a manner which preserves the status of the Company for Federal income tax purposes.

(h) Notwithstanding any other provisions of this Agreement, no distribution of any kind shall be made after the date of receipt of an Offering Notice served pursuant to this Section 16.8 without the written consent of the Members owning at least sixty percent (60%) of the Interests (as the same may be adjusted from time to time as provided herein) until such buy-sell procedure has been finalized whereupon all distributions shall be made as required.

16.9 Adjustments.

A. Adjustment to Interests. Upon the purchase of a Company Interest by the Offering Member or the Offeree, as the case may be, pursuant to Section 16.8 (with the Offering Member or the Offeree, as the case may be, purchasing such Company Interest referred to herein as a "Purchasing Member") and all, but not less than all, of the Company

Interest purchased by such Purchasing Member referred to herein as a “Purchased Interest”), such Purchasing Member’s Interests shall be increased on the Closing Date by the percentages represented by the Purchased Interest.

B. Adjustments to Capital Accounts. Following any Purchased Interest by any Purchasing Member as provided in Subsection (a) above, such Purchasing Member’s Adjusted Contributed Capital shall be adjusted by the amount of the Adjusted Contributed Capital account attributable to any Purchased Interest acquired by such Purchasing Member on such Closing Date.

ARTICLE XVII MISCELLANEOUS PROVISIONS

17.1 Entire Agreement. This Company Agreement contains the entire agreement among the Members relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated.

17.2 Law Governing. This Company Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In particular, this Company Agreement is intended to comply with the requirements of the Act and the Certificate of Formation. In the event of a direct conflict between the provisions of the Certificate of Formation, the Act, and the Certificate of Formation, in that order of priority, will control.

17.3 Conference Telephone Meetings. Meetings of the Members or the Managers may be held by means of conference telephone or similar communications equipment so long as all Persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone shall constitute presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business conducted at such meeting on the ground that the meeting is not lawfully called or convened.

17.4 Successors and Assigns. This Company Agreement shall be binding upon and shall inure to the benefit of the Members and their respective heirs, legal representatives, successors, and assigns.

17.5 Severability. This Company Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Company Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Members as expressed herein, the remainder of this Company Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

17.6 Amendment. Except as expressly provided herein, this Company Agreement may be amended by approval of a Majority-in-Interest of the Members.

17.7 Headings. The Article and Section headings appearing in this Company Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section.

17.8 Construction. Whenever required by the context, as used in this Company Agreement, the singular number shall include the plural, and vice versa, and the gender of all words shall include the masculine, feminine and the neuter. Unless expressly stated herein, all references to Articles and Sections refer to articles and sections of this Company Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof for all purposes.

17.9 Offset. Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

17.10 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

17.11 Further Assurances. In connection with this Company Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provision of this Company Agreement and those transactions.

17.12 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of Company Property.

17.13 Counterparts and Binding Effect. This Company Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute a single document. This Company Agreement shall be binding upon each Member upon adoption by the Members as evidenced by their signatures below, regardless of whether any Member has executed the same or any counterpart thereof. Signatures transmitted by facsimile or scanned and e-mailed (including by way of DocuSign, Adobe Acrobat Sign, or other similar electronic signature exchange software) shall have the legal effect of original signatures.

17.14 Agreement to Use Procedure. The Members have entered into this Agreement in good faith and in the belief that it is mutually advantageous to them. It is with that same spirit of cooperation that they pledge to attempt to resolve any dispute amicably without the necessity of litigation. Accordingly, they agree if any dispute arises between them relating to this Agreement (the "Dispute"), they will first utilize the procedures specified in this Article (the "Procedure") prior to any Additional Proceedings (defined below).

A. Initiation of Procedure. The Member seeking to initiate the Procedure (the "Initiating Member") shall give written notice to the other Members, describing in general terms the nature of the Dispute, the Initiating Member's claim for relief and identifying one or more individuals with authority to settle the Dispute on such Member's behalf. The Members(s) receiving such notice (whether one or more, the "Responding Member") shall have five (5) business days within which to designate by written notice to the Initiating Member, one or more individuals with authority to settle the Dispute on such Member's behalf. The individuals so designated shall be known as the "Authorized Individuals." The Initiating

Member and the Responding Member shall collectively be referred as the “Disputing Members” or individually “Disputing Member.”

B. Direct Negotiations. The Authorized Individuals shall be entitled to make such investigation of the Dispute as they deem appropriate, but agree to promptly, and in no event later than ten (10) days from the date of the Initiating Member’s written notice, meet to discuss resolution of the Dispute. The Authorized Individuals shall meet at such times and places and with such frequency as they may agree. If the Dispute has not been resolved within ten (10) days from the date of their initial meeting, the Disputing Members shall cease direct negotiations and shall submit the Dispute to mediation in accordance with the following procedure.

C. Selection of Mediator. The Authorized Individuals shall have five (5) business days from the date they cease direct negotiations to submit to each other a written list of acceptable qualified attorney-mediators not affiliated with any of the Members. Within five (5) days from the date of receipt of such list, the Authorized Individuals shall rank the mediators in numerical order of preference and exchange such rankings. If one or more names are on both lists, the highest ranking person shall be designated as the mediator. If no mediator has been selected under this procedure, the Disputing Members agree jointly to request a State or Federal District Judge of their choosing (or if they cannot agree, the local Administrative Judge for the county in which the principal office of the Company is located to supply within ten (10) days a list of potential qualified attorney-mediators. Within five (5) business days of receipt of the list, the Authorized Individuals shall again rank the proposed mediators in numerical order of preference and shall simultaneously exchange such list and shall select as the mediator the individual receiving the highest combined ranking. If such mediator is not available to serve, they shall proceed to contact the mediator who was next highest in ranking until they are able to select a mediator.

D. Time and Place of Mediation. In consultation with the mediator selected, the Authorized Individuals shall promptly designate a mutually convenient time and place for the mediation, and unless circumstances require otherwise, such time to be not later than ten (10) days after selection of the mediator.

E. Exchange of Information. In the event any Disputing Member to this Agreement has substantial need for information in the possession of another Disputing Member to this Agreement in order to prepare for the mediation, all Disputing Members shall attempt in good faith to agree to procedures for the expeditious exchange of such information, with the help of the mediator if required.

F. Summary of Views. At least seven (7) days prior to the first scheduled session of the mediation, each Disputing Member shall deliver to the mediator and to the other Disputing Members a concise written summary of its views on the matter in Dispute, and such other matters required by the mediator.

G. Parties to be Represented. In the mediation, each Disputing Member shall be represented by an Authorized Individual and may be represented by counsel. In addition, each Disputing Member may, with permission of the mediator, bring such additional Persons as needed to respond to questions, contribute information, and participate in the negotiations.

H. Conduct of Mediation. The mediator shall determine the format for the meetings, designed to assure that both the mediator and the Authorized Individuals have an opportunity to hear an oral presentation of each Disputing Member's views on the matter in dispute, and that the authorized parties attempt to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others, but with the assistance of the mediator. To this end, the mediator is authorized to conduct both joint meetings and separate private caucuses with the Disputing Members. The mediation session shall be private. The mediator will keep confidential all information learned in private caucus with any Disputing Member unless specifically authorized by such Disputing Member to make disclosure of the information to the other Disputing Member. The Disputing Members agree to sign a document agreeing that the mediator shall be governed by the provisions of Texas law and such other rules as the mediator shall prescribe. The Disputing Members commit to participate in the proceedings in good faith with the intention of resolving the Dispute if at all possible.

I. Termination of Procedure. The Disputing Members agree to participate in the mediation procedure to its conclusion. The mediation shall be terminated (1) by the execution of a settlement agreement by the Disputing Members, (2) by a declaration of the mediator that the mediation is terminated, or (3) by a written declaration of a Disputing Member to the effect that the mediation process is terminated at the conclusion of one full day's mediation session. Even if the mediation is terminated without a resolution of the Dispute, the Disputing Members agree not to terminate negotiations and not to commence any Additional Proceedings prior to the expiration of five (5) days following the mediation. Notwithstanding the foregoing, any Disputing Member may commence Additional Proceedings within such five (5) day period if the Dispute could be barred by an applicable statute of limitations.

J. Arbitration. No party shall be required to submit the dispute to arbitration. In the event the Disputing Members are unable to resolve the Dispute through the mediator described above (but not before) the Disputing Members may pursue litigation ("Additional Proceedings").

K. Fees of Mediation; Disqualification. The fees and expenses of the mediator shall be shared equally by the Disputing Members. The mediator shall be disqualified as a witness, consultant, expert, or counsel for any Disputing Member with respect to the Dispute and any related matters.

L. Confidentiality. Mediation is a compromise negotiation for purposes of Federal and State Rules of Evidence and constitutes privileged communication. The entire mediation process is confidential, and no stenographic, visual, or audio record shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by any Disputing Member or Responding Member, their agents, employees, representatives or other invitees and by the mediator are confidential and shall, in addition and where appropriate, be deemed privileged. Such conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties and shall not be disclosed to anyone not an agent, employee, expert, witness, or representative of any of the Members; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

17.15 Legal Representation. The members acknowledge and agree they have had an opportunity to present this Agreement to legal counsel of their choosing and are entering into the Agreement as its, his, or her own free will and act. Each Member is hereby advised that each Member should obtain the advice and counsel of an attorney of each Member's choice concerning the preparation of this Agreement and obtaining the Loan and negotiating the Loan Documents described herein, as well as any other conflicts which may arise and the problems and consequences resulting therefrom.

IN WITNESS WHEREOF, the Member of the Company has evidenced the adoption of this Company Agreement by its signature below, such adoption to be effective as of the date first above written.

[SIGNATURE PAGE(S) TO FOLLOW]

MEMBER / MANAGER:

Bely Lor
Bely Lor (Oct 18, 2023 07:32 CDT)

Bely Lor

MEMBER / MANAGER:



YouAng Pheav (Oct 18, 2023 19:51 GMT+7)

You Ang Pheav

MEMBER:

Vannarin Pheav
Vannarin Pheav (Oct 18, 2023 07:55 CDT)

Vannarin Pheav

MEMBER:

CS

Cheng Siem (Oct 18, 2023 19:59 GMT+7)

Cheng Siem

MEMBER:

sreypich heng
sreypich heng (Oct 18, 2023 08:09 CDT)

Sreypich Heng

MEMBER:

Chhay Lor
Chhay Lor (Oct 18, 2023 08:01 CDT)

Chhay Lor

EXHIBIT "A"

| <u>MEMBER NAME AND ADDRESS</u> | <u>INTEREST</u> | <u>INITIAL CONTRIBUTION</u> |
|--|-----------------|-----------------------------|
| Bely Lor 1101 Prairie Ridge Lane Arlington, TX 76005 | 1/6 % | \$1,000.00 |
| You Ang Pheav 1101 Prairie Ridge Lane Arlington, TX 76005 | 1/6 % | \$1,000.00 |
| Vannarin Pheav 1105 Viridian Park Lane Arlington, TX 76005 | 1/6 % | \$1,000.00 |
| Cheng Siem 1509 Wellford Road Fort Worth, TX 76108 | 1/6 % | \$1,000.00 |
| Sreypich Heng 1105 Viridian Park Lane Fort Worth, TX 76108 | 1/6 % | \$1,000.00 |
| Chhay Lor 1509 Wellford Road Fort Worth, TX 76108 | 1/6 % | \$1,000.00 |

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: October 21, 2024

SUBJECT:

10732 CR 1020 (Case 24-195): Hold a public hearing and consider approval of an ordinance for a zoning change request from “A” Agricultural to “SF16” Single-family dwelling district 16 for a proposed subdivision with minimum 16,000 square foot lots. *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7 to 1)*

SUMMARY:

On June 24, 2024, a zoning change request was submitted by Jerry Allen representing SixM Texas Investments, LLC, on behalf of Mike Arnold (owner), to change the zoning of approximately 113.42 acres of land to SF16, Single-family dwelling district 16 for a proposed subdivision (Legacy Hill) with minimum 16,000 square foot lots.

DEVELOPMENT OVERVIEW:

The applicant is proposing to rezone to the base SF16, Single-family dwelling district for a subdivision project called Legacy Hill. The maximum density for the proposed zoning is no greater than 2.3 dwelling units per acre. The minimum lot size is 16,000 square feet with a minimum lot width of 80 feet and minimum lot depth of 100 feet. The minimum floor area for dwelling units in this district is 1,800 square feet.

Zoning and Land Use Table

| | Zoning | Use |
|--------------|---------------------------------------|--|
| Subject Site | A, Agricultural | Undeveloped |
| North | ETJ | Residential |
| East | ETJ and PD (residential) in SE corner | Undeveloped and Prairie Timber Estates |
| South | A, Agricultural | Undeveloped |

| | | |
|------|-----|-----------------------------|
| West | ETJ | Undeveloped and Residential |
|------|-----|-----------------------------|

This site is designated in the Comprehensive Plan as Neighborhoods

This category is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots. Supporting and complementary uses, such as open space, schools and other public or civic uses, and limited small-scale neighborhood commercial uses, are also encouraged in this category.

Staff has determined the requested zoning district and use align with the Comprehensive Plan based on the existing uses and proposed lot sizes.

Engineering:

Engineering civil construction reviews and platting will be required prior to the development of the site.

RECOMMENDATION:

Approve an ordinance for the zoning change.

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

September 17, 2024 – The Planning and Zoning Commission recommend approval (7-1)

REFERENCE:

[City of Burleson, TX ZONING DISTRICTS \(ecode360.com\)](https://www.ecode360.com/city-of-burleson-tx-zoning-districts)

FISCAL IMPACT:

None

STAFF CONTACT:

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

ZC – 10732 CR 1020

Location:

- 10732 CR 1020

Applicant:

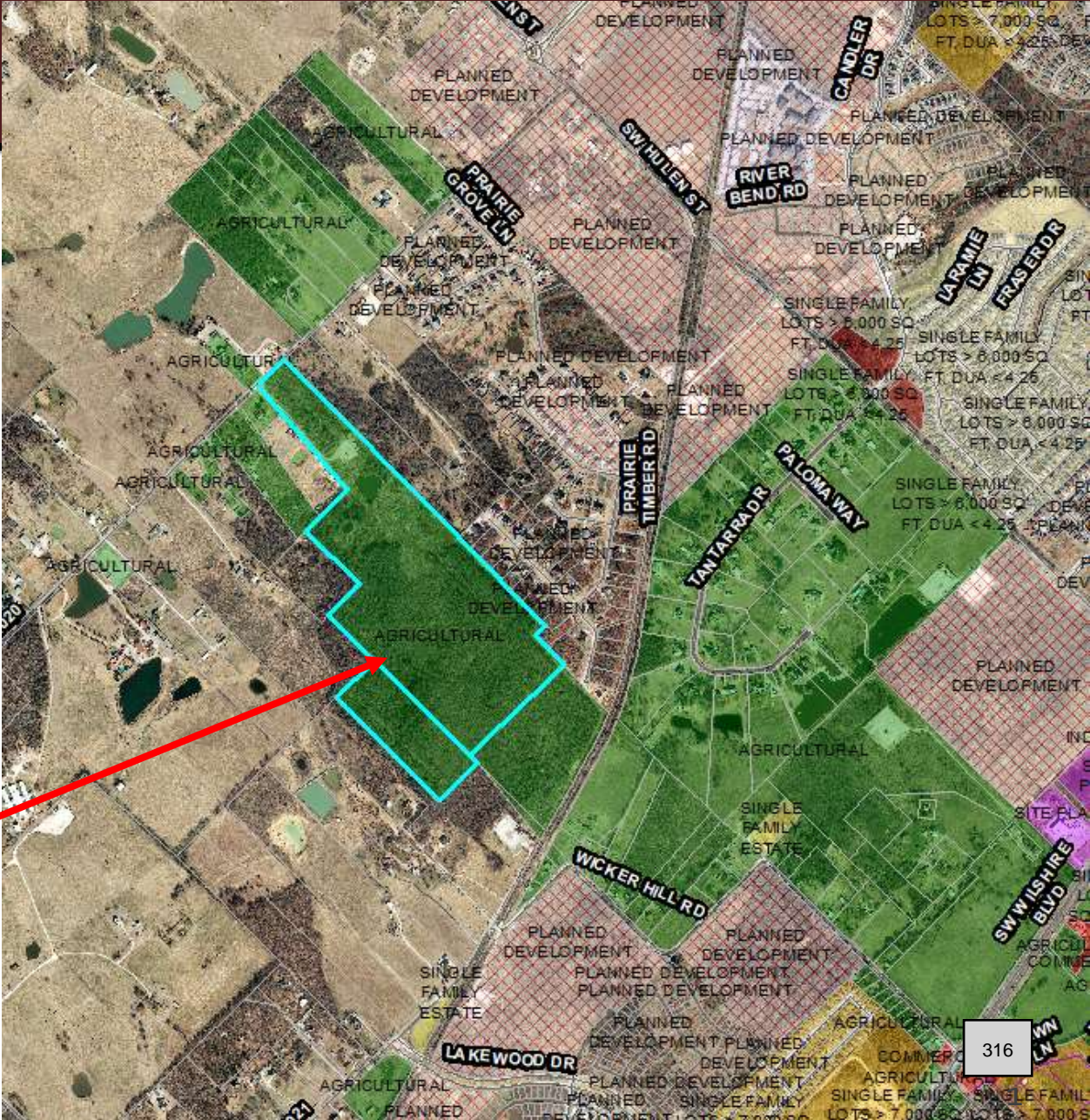
Jerry Allen (SixM Investments)

Mike Arnold (owner)

Item for approval:

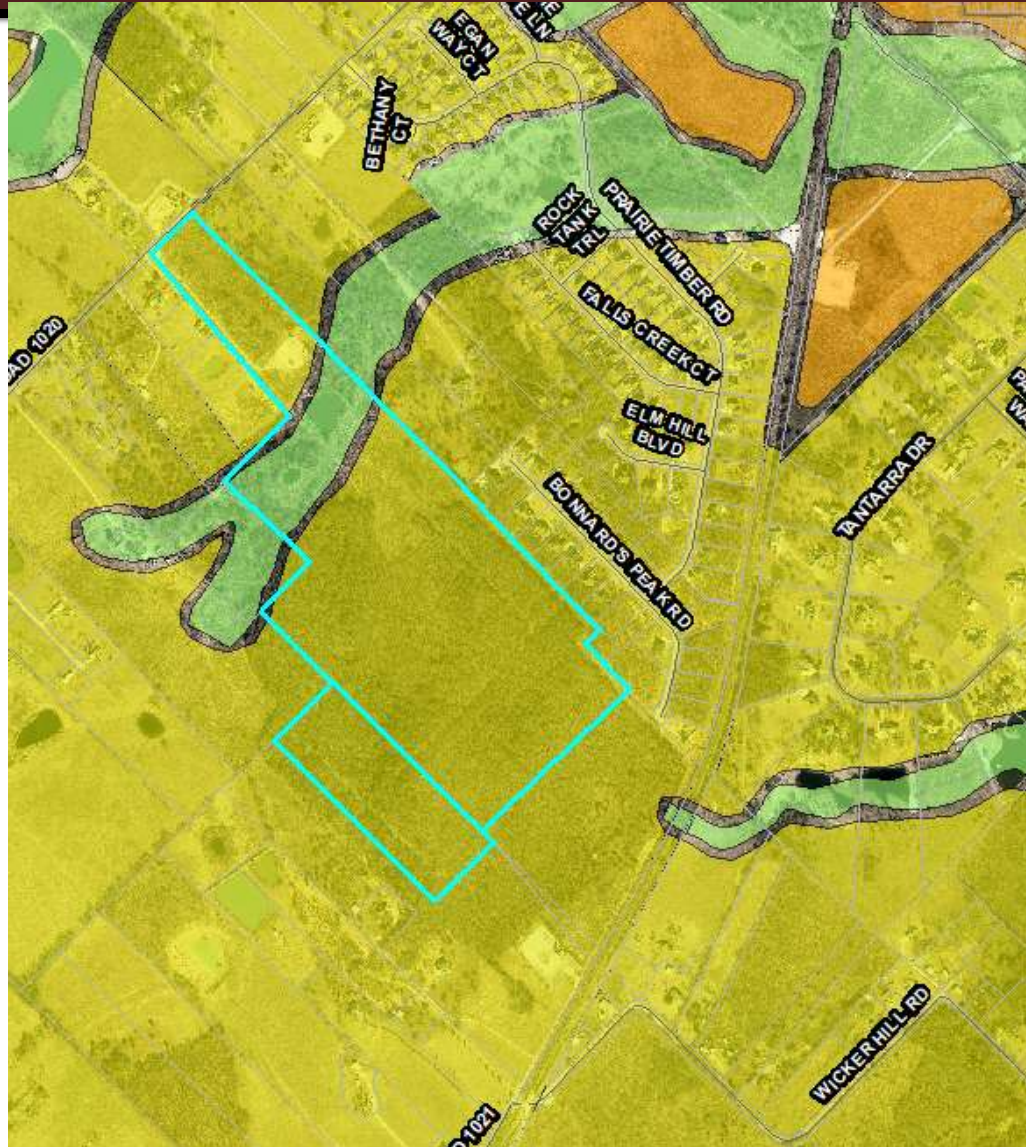
Zoning Change from "A" Agricultural to "SF16"
Single-family dwelling district -16 for a
residential subdivision -Legacy Hill.

(Case 24-195).



Comprehensive Plan

Neighborhoods



Zoning

Agricultural



ZC – 10732 CR 1020

SF-16 Zoning Regulations

- Density: 2.30 residential dwelling units per acre.
- Lot size: 16,000 square feet minimum.
- Floor area: 1,800 square feet minimum.
- Depth of front yard: 25 feet minimum.
- Depth of rear yard: ten feet minimum.
- Width of side yard: six feet on each side.
- Width of side yard adjacent to side street: 15 feet minimum.
- Width of lot: 80 feet minimum.
- Depth of lot: 100 feet minimum.

ZC – 10732 CR 1020

Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property.
- Published in newspaper.
- Signs posted on the property.
- At this time staff has received no formal opposition



ZC – 10732 CR 1020

P&Z Summary

Vote

Recommended approval 7-1

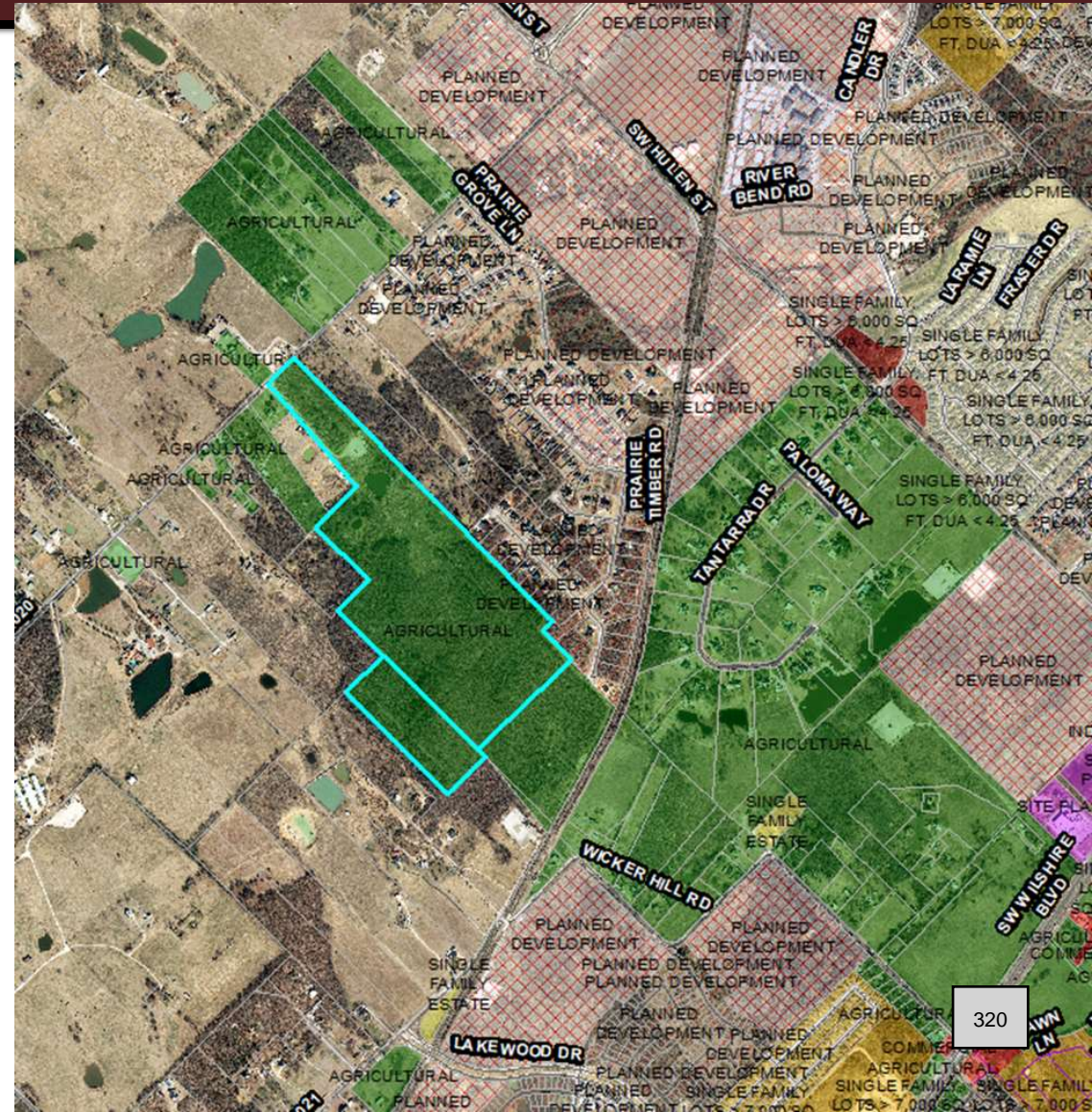
Discussion

Residents of the adjacent Prairie Timbers subdivision had various questions for staff related to the overall development process, minimum lot standards, wildlife in the area, and connectivity.

Speakers

Prairie Timber residents (no formal opposition)

Jerry Allen (applicant)

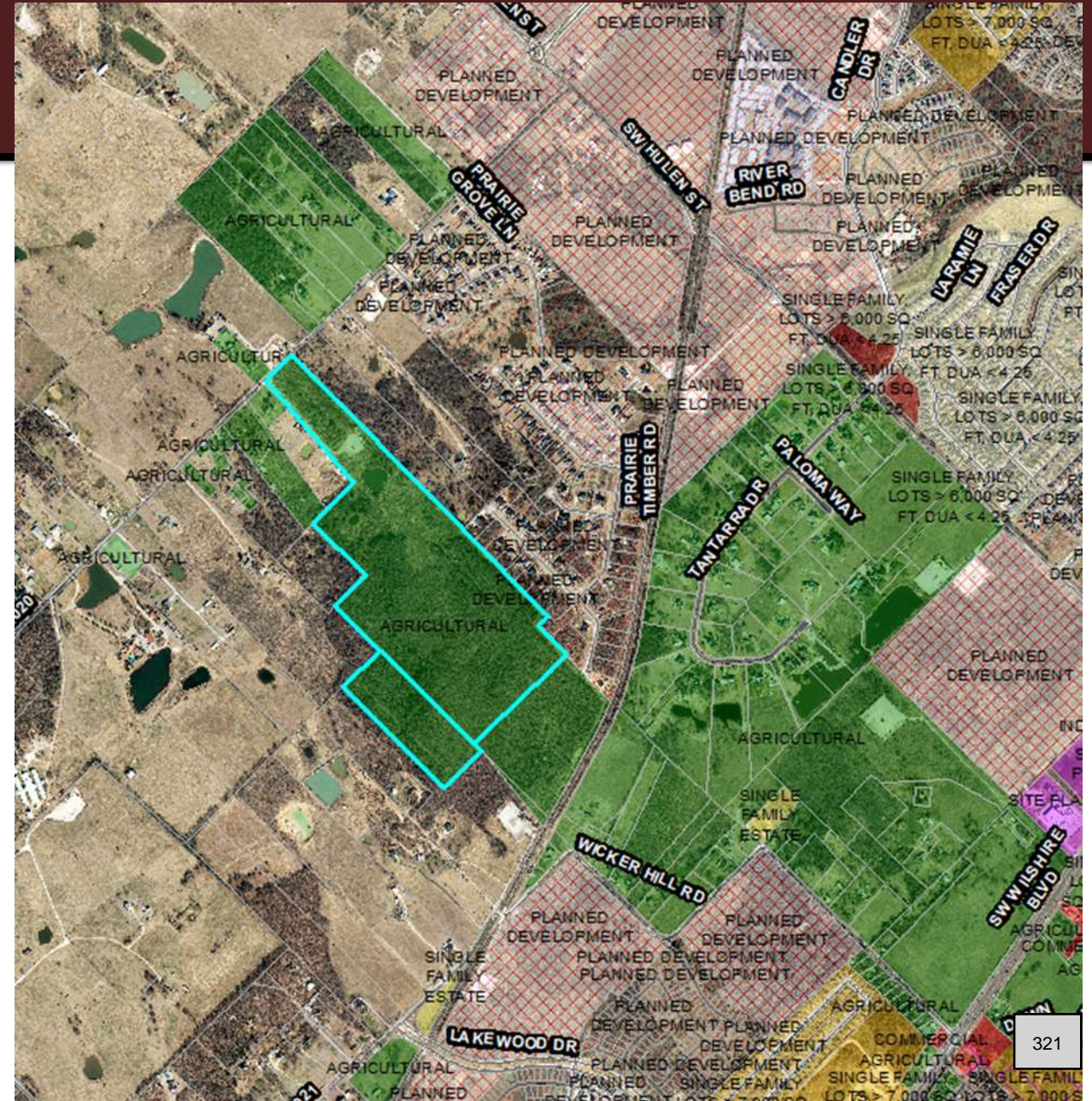


ZC – 10732 CR 1020

Staff's Recommendation

Staff has determined that the requested zoning and use align with the Comprehensive Plan.

Staff recommends approval of the ordinance for a zoning change.



Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 113.42 ACRES OF LAND SITUATED IN THE H.G. CATLETT 640 ACRE SURVEY, ABSTRACT NO. 182, DESCRIBED IN THE DEED TO FRANK STEGIENT, INSTRUMENT NO. 200900025508, JOHNSON COUNTY DEED RECORDS (J.C.D.R.T.), JOHNSON COUNTY, TEXAS, FROM "A" AGRICULTURAL TO "SF16" SINGLE-FAMILY DWELLING DISTRICT-16; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the "Zoning Ordinance and Map"); and

WHEREAS, an application for a zoning change was filed by **Jerry Allen** on **June 24, 2024**, under **Case Number 24-195**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **7 to 1** to recommend approval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **Agricultural (A)** to **Single-family dwelling district 16 (SF-16)**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **Agricultural (A)** and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

**Section 1
MAP AND ZONING
AMENDMENT**

The Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, described on the legal description attached as **Exhibit A**, by changing the zoning of said property from A, Agriculture district to the SF-16, Single-family dwelling district-16 for residential development.

Section 2

The property shall be developed and used in accordance with the applicable provisions of the City of Burleson, Code of Ordinances.

Section 3.

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 4.

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

Section 5.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 6.

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

Section 7.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

Section 8.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 9.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

PROPERTY DESCRIPTION

Being a 113.42 acre tract of land situated in the H. G. Catlett 640 acre Survey, Abstract No. 180, and the H. G. Catlett 640 acre Survey, Abstract No. 182, Johnson County, Texas, being all that certain tract of land described in deed to Frank Stegient, as recorded in Instrument No. 200900025508, Deed Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod at the north corner of the herein described tract and the west corner of that certain tract of land described in deed to Jimmy Ray Bransom, as recorded in Book 1963, Page 365, said Deed Records, said iron rod being on the southeast line of County Road 1020;

THENCE South 45° 00' 00" East (basis of bearing from aforesaid deed 200900025508), a distance of 3,612.26 feet to a found 5/8-inch iron rod at the most northerly east corner of this tract, said iron rod being a re-entrant corner of Prairie Timber Estates, an addition to Johnson County, Texas, according to the plat thereof recorded in Volume 9, Page 693, Plat Records of Johnson County, Texas;

THENCE South 46° 29' 56" West, a distance of 121.96 feet along the common line of this tract and said Prairie Timber Estates to a found 1/2-inch iron rod;

THENCE South 45° 00' 00" East, a distance of 398.03 feet along said common line to a found 1/2-inch iron rod at the most southerly east corner of this tract;

THENCE South 41° 59' 29" West, a distance of 26.90 feet along said common line to a point from which a fence corner bears South 74° 20' East - 4.8 feet, said point being the common corner of this tract, aforesaid Prairie Timber Estates, and that certain tract of land described in deed to Henry B. Dorris, III and May Whitney Meintjes, as recorded in Instrument No. 201200028027, aforesaid Deed Records;

THENCE South 41° 55' 27" West, a distance of 1,312.39 feet along the common line of this tract and said Dorris/Meintjes tract to a found 1/2-inch iron pipe at the west corner of said Dorris/Meintjes tract;

THENCE South 43° 01' 35" West, a distance of 541.67 feet along the southeast line of this tract to a point from which a fence corner bears North 46° 07' West - 13.9 feet, said point being the south corner of this tract;

THENCE North 46° 06' 41" West, a distance of 1,397.07 feet along the southwest line of this tract to a found 3/8-inch iron rod;

THENCE North 43° 57' 17" East, a distance of 510.16 feet to a found 3/8-inch iron rod;

THENCE North 45° 32' 41" West, a distance of 617.62 feet to a found 1/2-inch iron rod;

THENCE North 43° 07' 48" East, a distance of 520.51 feet to a found 1/2-inch iron rod;

THENCE North 46° 41' 18" West, a distance of 723.92 feet to a found 1/2-inch iron rod on the southeast line of that certain tract of land described in deed to Joe E. Ellis and Marilyn Sue Ellis, as recorded in Book 3633, Page 982, aforesaid Deed Records;

THENCE North 43° 47' 32" East, a distance of 569.91 feet to a found 1/2-inch iron rod;

THENCE North 41° 26' 48" West, a distance of 1,314.49 feet to a found 1/2-inch iron rod at the west corner of this tract, said iron rod being on the aforesaid southeast line of County Road 1020;

THENCE North 43° 34' 15" East, a distance of 373.48 feet along said southeast line to the POINT OF BEGINNING and containing 4,940,656 square feet or 113.42 acres of land.

City Council Regular Meeting

DEPARTMENT: Capital Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: October 21, 2024

SUBJECT:

Consider approval of contract to award the bid ITB 2024-022 to Gratex Utilities Inc. for the waterline and fire hydrant relocation of SH174 Widening project (project #197405) in the amount of \$73,715.50 with a 10% contingency of \$7,371.55 for a total authorization of \$81,087.05. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

In June 2018, the City Council approved a contract with Kimley-Horn to design SH174 Widening project. This project is expansion of SH174 from 4 lanes to 6 lanes from Elk Dr. to Wicker Hill Rd. It is a joint effort between the City and TxDOT. City is responsible for design and TxDOT is responsible for construction. Currently the consultant has submitted 100% PS&E plan to TxDOT for review.

This bid project will relocate approximately 60LF of the 12" waterline along SH174 and one fire hydrant before TxDOT construction.

The project was advertised for construction bids beginning August 2, 2024. Five bids were publicly opened on August 22, 2024, one was invalid. Gratex Utilities Inc. provided the lowest bid of \$73,715.50. Staff requests approval an additional 10% contingency of \$7,371.55 for a total amount of \$81,087.05.

RECOMMENDATION:

Approve award of bid ITB 2024-022 to Gratex Utilities Inc. for the waterline and fire hydrant relocation of SH174 Widening project (project #197405) in the amount of \$73,715.50 with a 10% contingency of \$7,371.55 for a total authorization of \$81,087.05.

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

- The City council approved a resolution of support for the SH174 widening project authorizing the Advance Funding Agreement between the City and State of Texas on February 15, 2021.

- The City Council approved an amendment to the Engineering Services Contract (CSO#1408-06-2020) with Kimley-Horn and Associates for design of the SH174 Widening project

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: Non Bond Construction
Amount: \$81,087.05
Project (if applicable):197405

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

Waterline and Fire Hydrant Relocation Bid Award and Sidewalk Policy Update of SH174 Widening Project

October 21, 2024



SH174 Widening Project Overview

- This project is for the expansion of SH174 from 4 lanes to 6 lanes from Elk Dr. to Wicker Hill Rd.
- It is a joint effort between the City and TxDOT. City is responsible for design and TxDOT is responsible for construction.
- Currently the consultant has submitted 100% PS&E plans to TxDOT for review.
- Estimated bid date is June 2025.



City Responsibilities

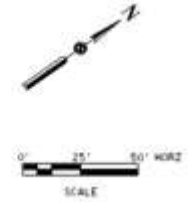
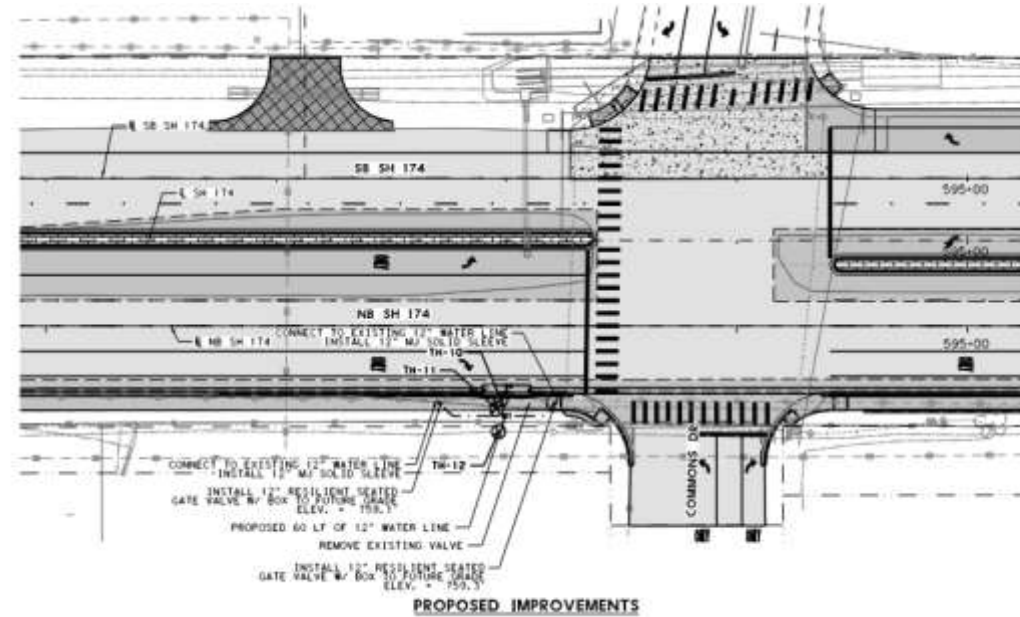
- Relocate all city infrastructure that is in conflict with the project
- TxDOT projects require the construction of sidewalk with the project, or the adoption of a policy that requires developers to install sidewalk along SH174 in accordance with TxDOT standards



[This Photo](#) by Unknown Author is licensed under [CC BY-SA-NC](#)

Waterline and Fire Hydrant Relocation

This project will relocate approximately 60LF of the 12" waterline along SH174 and one fire hydrant required before TxDOT can begin construction.



| Test Hole # | Utility Size, O.D. (Inches) | Utility Material (Refer to Legend) | Utility Type (Refer to Legend) | Depth to Top of Utility (Feet) |
|-------------|-----------------------------|------------------------------------|--------------------------------|--------------------------------|
| 10 | 12 | PVC | W | 5.96 |
| 11 | 4 | DBC | F | 5.24 |
| 12 | 2-2" | PE | FOC | 6.56 |



Construction Procurement

- Five (5) bids received; one was deemed non-responsive
 - Gratex Utilities Inc.- \$73,715.50
 - Grod Construction LLC - \$99,000
 - Atkins Bros. Equip. Co.,Inc. - \$117,680
 - Tellus Services, LLC- \$119,500
- Funding Source: Construction funding available - \$234,433.60
- Staff Recommends:
 - Award the contract to the lowest bid received from Gratex Utilities Inc. at \$73,715.50 with a 10% contingency of \$7,371.55 for a total authorization of \$81,087.05.



Project Timeline



Sidewalk Policy

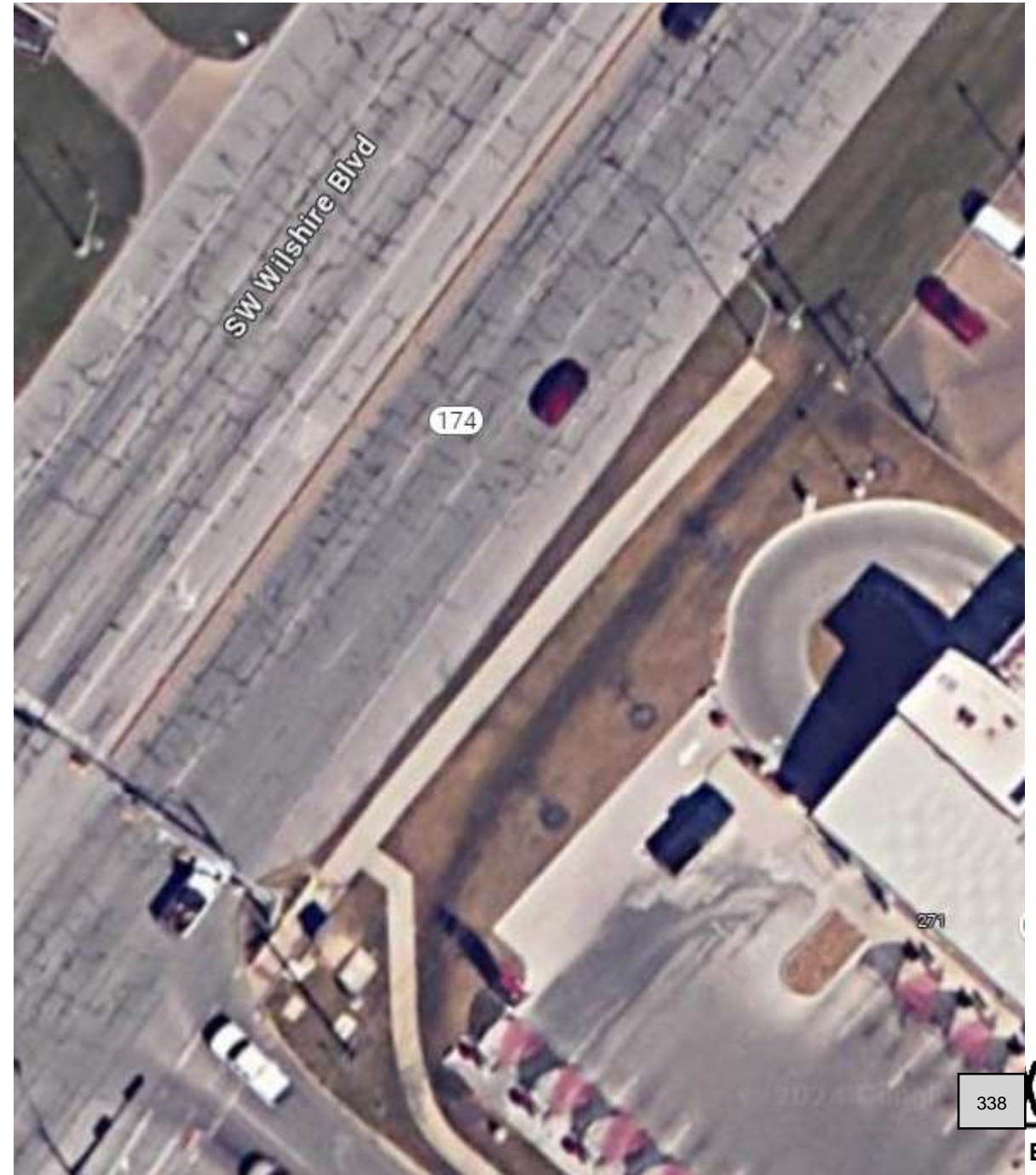
Stand Alone Sidewalk Policy

- The proposed project will widen SH 174 to six lanes and provide wider shoulders.
- The corridor has several areas of undeveloped land and/or areas for redevelopment where the sidewalk will not be installed as part of the project.
- This policy is intended to establish the guidelines for the construction of a 6-foot-wide sidewalk adjacent to undeveloped areas as development is proposed or redevelopment occurs.



Current Sidewalk Policy

- Allows for collection of escrow in lieu of construction of sidewalk to prevent sidewalks to nowhere.



Stand Alone Sidewalk Policy

- Option 1 – Construct a sidewalk within the TxDOT right-of-way. This option may require replacing the existing ditch with a storm drain and the installation of a curb and gutter to maintain drainage within the TxDOT right-of-way.
- Option 2 – Install the sidewalk adjacent to the TxDOT right-of-way within a 15-foot-wide public pedestrian access and private landscape easement dedicated by separate instrument or by plat. Fences shall not be allowed to obstruct the pedestrian access easement. The City shall only be responsible for sidewalk maintenance within the pedestrian access easement.



Action Requested

- Approve a contract with Gratex Utilites Inc. for a total authorization of \$81,087.05
- Approve Sidewalk Policy

Questions / Discussion

Eric Oscarson

Deputy City Manager

eoscarson@burlesontx.com

817-426-9837



**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF**

**SH 174 12" WATERLINE AND FIRE HYDRANT RELOCATION
PROJECT #: 197405**

**FOR THE
CITY OF BURLESON, TEXAS
PUBLIC WORKS & ENGINEERING DEPARTMENT**

AUGUST 2024

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Invitation to Bid

**CITY OF BURLESON
ITB 2024-022 SH 174 Waterline and Hydrant Relocation**

Notice is hereby given that the City of Burleson is seeking proposals for **State Highway 174 Waterline and Hydrant Relocation**. The deadline for submission is August 22, 2024 at 2:00PM CST. The bid opening will be virtual at 2:30PM. A link for the bid opening will be provided via Bonfire.

The project includes: Relocation of a 12" waterline and fire hydrant as part of a roadway expansion project on State Highway 174. The Project has an expected duration of 14 calendar days.

Specifications and Contract Documents for this project shall be available for viewing and download in electronic (PDF) format at the City's e-procurement system, Bonfire <https://burlesontx.bonfirehub.com/login> (registration is required) at no cost beginning August 2, 2024.

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid will be issued via addendum. Addenda will be posted in Bonfire. It is the responsibility of the respondent to monitor the Bonfire website for addenda. Proposers shall acknowledge receipt of each addendum by submitting a signed copy with their submission. Oral explanations will not be binding.

POSTED THIS the 2nd day of August 2024, in the Burleson City Hall, 141 West Renfro, Burleson, Texas.

August 2, 2024
August 9, 2024
Fort Worth Star-Telegram

SECTION 2
INSTRUCTIONS TO BIDDERS

1. PROPOSAL:

- 1.1 The Proposal is included in these Bidding Documents; additional copies may be obtained from the City of Burleson, hereinafter called "OWNER".
- 1.2 All blanks on the proposal shall be completed electronically.
 - a. Bidder may use the original proposal forms included in these bid documents or the Bidder may substitute a computer-generated proposal for the original proposal included in these bid documents. The substitute submittal shall be word-for-word as written in the original proposal contained herein. The Bidder shall also sign the Substitute Proposal.
 - b. If the Substitute Proposal changes the intent of a bid item or contains an error in the quantities, unit prices, or extension of prices, the OWNER may reject the bid submitted.
 - c. The Bid price of each item on the form shall be stated in words and numerals. Words take precedence in case of a conflict. In the case of a conflict between the unit price indicated and the extended amount shown, the unit indicated multiplied by the state quantity shall govern.
- 1.3 The President or a Vice President (or other corporate officer accompanied by evidence of authority to sign) shall execute bids by corporations in the corporate name and the corporate seal shall be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.
- 1.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title shall appear under the signature and at the official address of the partnership shall be shown below the signature.
- 1.5 All names shall be typed or printed below the signature.
- 1.6 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal).
- 1.7 The address and telephone number for communications regarding the bid shall be shown.
- 1.8 The bid shall be complete with prices stated for all alternates. The Bidder should be aware that the OWNER, to stay within the OWNER's

available funds could adjust the scope of the project. Alternates selected and revisions to limits of construction and resulting quantity adjustments will be identified in the Notice of Award and will be adjusted in the proposal contained in the executed contract.

2. **SUBMISSION OF BIDS:**

It shall be the Bidder's responsibility for the electronic delivery of his proposal at the proper place by the time stated in the Notice to Bidders. The mere fact that a proposal was dispatched will not be considered. Proposals must be submitted at <http://burlesontx.bonfirehub.com>. The BIDDER shall acknowledge receipt of any addenda.

3. **BID SECURITY:**

An approved bidder's bond made payable to the OWNER in an amount of five (5%) percent of the largest possible total of the bid may be required as a guarantee that, if awarded the contract, the Bidder will enter into a Contract and execute all necessary bonds. Bid securities will be returned to Bidders when the Contract award is made or bids are rejected.

4. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:**

Performance, Payment and Maintenance Bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the contract Documents. Bonds shall be executed by a surety company acceptable to and approved by the OWNER, authorized to do business in the State of Texas and acceptable for underwriting of risks as indicated by the latest revision, Treasury Department Circular 570, listing acceptable sureties on Federal Bonds. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the Contract, to cover the guarantee as set forth in the Special Conditions.

5. **QUALIFICATION OF BIDDERS:**

All Bidders on this project must be qualified to perform work as outlined within the contract documents. The City of Burleson Department of Public Works and Engineering will verify the work history and qualifications. The following subcontractors must also be qualified if applicable to the project: water and sewer, paving, storm drain, excavation and parkway and median landscape work (includes seeding, sod, irrigation and tree and shrubbery planting). Bidders must be familiar with the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, latest edition, and the construction methods, Standards and related Ordinances of the City of Burleson.

6. **BIDDERS KNOWLEDGE OF CONDITIONS:**

- 6.1 Prior to submission of a proposal, bidders shall make a thorough inspection of the site of work and a thorough examination of the plans and specifications, and shall become informed as to the nature of the work, labor conditions, federal, state and local Laws and Regulations, and all other matters that may affect the cost, progress, performance and time of completion of the Work.
- 6.2 Bidder shall notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.
- 6.3 Bidder shall pay particular attention to providing methods of ingress and egress to adjacent private and public properties, procedures for protection existing improvements and disposition of all materials to be removed.
- 6.4 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to OWNER by owners of such underground facilities or other, and OWNER does not assume responsibility for the accuracy or completeness thereof.
- 6.5 The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not provided by OWNER, are to be obtained and, if necessary, paid by Contractor.
- 6.6 The submission of a bid will constitute an incontestable representation by Bidder that Bidder has complied with every requirement of the Article 6, that without exception the bid is premised upon performing and furnishing the work required by the Contract Documents and such means, method, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

7. **AVAILABILITY OF UTILITY SERVICES**

OWNER shall not make available or guarantee any utility services to the Contractor such as (but not all inclusive) water, sewer, electricity, gas, or telephone for performance of his work in this contract. Contractor shall be solely responsible for completing all requirements, make all arrangements, and make all payments as necessary to procure any utility services necessary to complete the work as prescribed in this contract.

8. **INTERPRETATION OF DOCUMENT:**

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the OWNER a written request for an interpretation thereof at least five (5) days prior to opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these documents will be made only by addendum duly issued. Only questions answered by formal written Addenda are to be binding. Oral interpretations or clarification will be without legal effect. The OWNER will not be responsible for any other explanations or interpretations.

9. **STANDARD SPECIFICATIONS:**

9.1 All work for this project including but not limited to all grading, utility and paving improvements described in this Proposal and Construction Drawings shall be done in accordance with the *STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION* as issued by the North Central Texas Council of Government (NCTCOG); the latest edition with any revisions as may be modified by the special conditions of this Contract.

9.2 Asphaltic concrete and standard concrete pavement improvements done within TxDOT right of way, shall be done in accordance with the *STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES* as issued by The Texas Department of Transportation; the latest edition with any revisions as may be modified by the special conditions of this Contract.

10. **AWARD OF CONTRACT:**

10.1 OWNER reserves the right to reject any bid, to waive any and all informalities and to negotiate contract amendments with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Also, OWNER reserves the right to reject the bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard of criteria established by OWNER. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication. Discrepancies between the unit price in words and the unit price in figures will be resolved in favor of the price in words. Discrepancies between the indicated sum of a column of figures and the correct sum therefore will be resolved in favor of the correct sum.

- 10.2 In evaluating bids, OWNER will consider the qualifications of the Bidder, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.
11. **ALTERNATE BIDS:**
- No bids for alternate work items shall be submitted except as shown on the Proposal. The OWNER reserves the right to choose either the base bid or alternate bid whichever is most advantageous to the OWNER. There will be no adjustments to unit prices bid due to the OWNER'S choice of alternate bids.
12. **EXECUTION OF CONTRACT**
- 12.1 The successful Bidder shall execute the formal Contract Agreement and required Bonds to the OWNER within fifteen (15) days after the Notice of Award.
- 12.2 A Notice to Proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed by the OWNER.
13. **PROTECTION OF THE PUBLIC:**
- For protection and convenience of the public and emergencies, the successful Bidder shall furnish the OWNER with a telephone number at which the contractor can be contacted 24 hours a day during the entire construction period of this project. This telephone number shall be furnished to the OWNER in writing prior to the beginning of construction.
14. **AFFIDAVIT AGAINST PROHIBITED ACTS:**
- It shall be the successful Bidder's responsibility to complete this affidavit (Section 5 of the Contract Documents) prior to execution of the Contract by the OWNER (City of Burleson). Failure to complete this form may prohibit the contractor's ability to secure the Contract.
15. **WAGE RATES**
- Contractor shall pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. The minimum rates for various labor classifications as established by the OWNER are included in the contract documents.

16. **SALES TAXES**

The OWNER qualifies as an exempt entity as defined by the statutes (Chapter 151.309) of the Tax Code of the State of Texas. The OWNER's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

17. **GOVERNING DOCUMENTS:**

The Work shall conform to the requirements of these specifications and the details as shown therein. These contract documents are intended to be Primary. Requirements of any of the contract documents are as binding as if called for by all. In case of conflict between the referenced Specifications and the Special Project Specifications, the Special Project Specifications shall govern.

18. **SOIL INVESTIGATION:**

Investigation of soil and foundation conditions of the size and areas near the site is considered subsidiary to the paving portion of the work. A certified lab competent to do such investigations for subgrade stabilization shall be used to determine the amounts of cement or lime necessary for the structural ability of the roadway. It has been assumed to use the rate of 30# per square yard of lime or Portland cement as a minimum treatment, but the actual amount is to be verified by the lab prior to pavement work. A copy of the lab report shall be submitted to the OWNER for approval.

19. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:**

All work that has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the drawings or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be done at the contractor's risk, and will be considered unauthorized, and at the option of the OWNER, may not be measured and paid for, and may be ordered removed at the contractor's expense. If the contractor fails to satisfactorily repair, replace or remove the rejected, condemned or unauthorized work or materials immediately upon receipt of written notice, the OWNER will have the authority to cause such remediation to be performed and to deduct the cost thereof from any monies due or to become due to the contractor.

20. **TRENCH SAFETY:**

- 20.1 A trench safety system must be provided for all trench excavations according to current OSHA requirements.
- 20.2 On all public projects bid by the OWNER (City of Burleson) or private projects to be constructed within right-of-way or easements to be conveyed to the City of Burleson, compliance with the current minimum Occupational Safety and Health Administration (OSHA) or other governmental agencies standards for trench safety will be required as part of the plans and specifications. Prior to start of construction a detailed trench safety system must be provided to the City by the contractor. This detailed trench safety system must meet all requirements by OSHA or other governmental agencies, and be designed and certified by a professional engineer licensed in the State of Texas.
- 20.3 A pay item shall be included in the plans and specifications for the trench safety system. Payment will be on a linear-foot basis and will be full compensation for labor, tools, materials, equipment and incidentals necessary to complete the work, including the removal of the trench safety system and back-filling the trench. Pursuant to Texas law, the City of Burleson has adopted a trench safety policy, which is addressed in Section 11 of the Specifications. Each bidder should be familiar with Section 11 prior to submitting a bid.

21. **BID TABULATION:**

A tabulation of all bids will be available within five (5) working days of the bid opening.

22. **ADDENDUM:**

- 22.1 The OWNER reserves the right to issue addendum(s) to the Plans, Proposal, Specifications, and Special Provisions. Addendums will be issued at <https://burlesontx.bonfire.com>
- 22.2 The Bidders will acknowledge the receipt of the addendum(s) by submitting a signed copy of the addendum(s) with the submission of their bid.
- 22.3 It shall be the Bidder's responsibility to ensure that they are aware of all addendum(s) issued by the OWNER.
- 22.4 Upon receipt of the addendum(s), the Bidder shall acknowledge the receipt of the addendum(s) in the appropriate spaces provided in the proposal.
- 22.5 **Bids that have not properly acknowledged addendum(s) will not be opened.**

SECTION 3

PREVAILING WAGE RATES FOR MUNICIPAL CONSTRUCTION IN BURLESON, TEXAS

The following minimum rates have been determined by the City of Burleson, Texas, in accordance with the statutory requirements and prevailing local wages:

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sheldon Rosebaum, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath stated as follows:

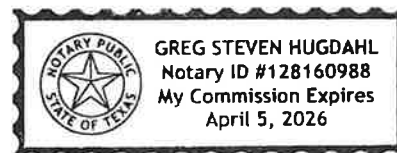
"My name is Sheldon Rosenbaum. I am of sound mind and capable of making this affidavit. "I am a Vice President for the Gra-Tex Utilities, Inc. which company entered into a contract on the _____ day of _____, 20____, to construct the **SH 174 Waterline and Fire Hydrant Relocation**, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

Sheldon Rosenbaum
AFFIANT

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of September 2024.

Greg Hugdahl
Notary Public In and For the State of Texas

Greg Hugdahl
Notary's Printed Name



My Commission Expires: April 5, 2026



"General Decision Number: TX20240026 03/01/2024

Superseded General Decision Number: TX20230026

State: Texas

Construction Type: Heavy

Counties: Johnson, Parker and Tarrant Counties in Texas.

Heavy Construction Projects (Including Water and Sewer Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/05/2024 |
| 1 | 03/01/2024 |

* PLUM0146-002 01/01/2024

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 38.28 | 12.81 |

* SUTX1990-041 06/01/1990

| | Rates | Fringes |
|-------------------------------|-------------|---------|
| CARPENTER..... | \$ 10.40 ** | \$3.64 |
| Concrete Finisher..... | \$ 9.81 ** | |
| ELECTRICIAN..... | \$ 13.26 ** | |
| Form Setter..... | \$ 7.86 ** | |
| Laborers: | | |
| Common..... | \$ 7.25 ** | |
| Utility..... | \$ 8.09 ** | |
| PAINTER..... | \$ 10.89 ** | |
| Pipelayer..... | \$ 8.43 ** | |
| Power equipment operators: | | |
| Backhoe..... | \$ 11.89 ** | 3.30 |
| Bulldozer..... | \$ 10.76 ** | |
| Crane..... | \$ 13.16 ** | 3.30 |
| Front End Loader..... | \$ 10.54 ** | |
| Mechanic..... | \$ 10.93 ** | |
| Scraper..... | \$ 10.00 ** | |
| Reinforcing Steel Setter..... | \$ 10.64 ** | |
| TRUCK DRIVER..... | \$ 7.34 ** | |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: TX20240257 03/01/2024

Superseded General Decision Number: TX20230257

State: Texas

Construction Type: Building

County: Johnson County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/05/2024 |
| 1 | 03/01/2024 |

ASBE0021-011 06/01/2023

| | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).... | \$ 31.32 | 7.52 |

BOIL0074-003 07/01/2023

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 37.00 | 24.64 |

CARP1421-002 02/01/2023

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 30.12 | 41.45 |

ELEV0021-006 01/01/2023

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 47.60 | 37.335+a+b |

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2020

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane..... | \$ 32.85 | 13.10 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above..... | \$ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under..... | \$ 32.35 | 13.10 |

IRON0263-005 06/01/2023

| | Rates | Fringes |
|---|----------|---------|
| IRONWORKER (ORNAMENTAL AND STRUCTURAL)..... | \$ 27.89 | 7.93 |

* PAIN0053-004 04/01/2014

| | Rates | Fringes |
|---|-------------|---------|
| PAINTER (Brush, Roller, and Spray (Excludes Drywall Finishing/Taping))..... | \$ 16.40 ** | 5.45 |

* PLUM0146-003 01/01/2024

| | Rates | Fringes |
|--|----------|---------|
| PIPEFITTER (Excludes HVAC Pipe Installation)..... | \$ 38.28 | 12.81 |

* SUTX2014-033 07/21/2014

| | Rates | Fringes |
|---|-------------|---------|
| BRICKLAYER..... | \$ 20.18 | 0.00 |
| CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation..... | \$ 15.12 ** | 2.94 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 13.45 ** | 0.00 |
| DRYWALL FINISHER/TAPER..... | \$ 16.24 ** | 3.94 |
| DRYWALL HANGER AND METAL STUD INSTALLER..... | \$ 16.20 ** | 3.40 |
| ELECTRICAL INSTALLER (Sound and Communication Systems Only)Excludes Wiring..... | \$ 17.79 | 2.41 |
| ELECTRICIAN (Alarm Installation Only)..... | \$ 18.00 | 0.38 |
| ELECTRICIAN (Low Voltage Wiring Only)..... | \$ 14.88 ** | 2.15 |
| ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems..... | \$ 20.68 | 4.39 |
| FORM WORKER..... | \$ 12.38 ** | 0.00 |
| GLAZIER..... | \$ 15.93 ** | 2.37 |
| HVAC MECHANIC (Installation of HVAC Unit Only)..... | \$ 22.18 | 6.48 |
| INSTALLER - SIDING (METAL/ALUMINUM/VINYL)..... | \$ 15.77 ** | 0.00 |
| IRONWORKER, REINFORCING..... | \$ 12.19 ** | 0.00 |
| LABORER: Common or General..... | \$ 11.91 ** | 2.64 |
| LABORER: Mason Tender - Brick... | \$ 10.50 ** | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 10.80 ** | 0.00 |
| LABORER: Pipelayer..... | \$ 13.00 ** | 0.35 |
| LABORER: Roof Tearoff..... | \$ 11.28 ** | 0.00 |
| LABORER: Landscape and Irrigation..... | \$ 10.00 ** | 0.00 |

| | | |
|---|-------------|------|
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 13.06 ** | 0.00 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 13.93 ** | 0.00 |
| OPERATOR: Bulldozer..... | \$ 18.29 | 1.31 |
| OPERATOR: Drill..... | \$ 17.60 | 0.50 |
| OPERATOR: Forklift..... | \$ 14.20 ** | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 12.95 ** | 0.00 |
| OPERATOR: Loader..... | \$ 12.89 ** | 1.19 |
| OPERATOR: Mechanic..... | \$ 17.52 | 3.33 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 18.44 | 0.00 |
| OPERATOR: Roller..... | \$ 15.04 ** | 0.00 |
| PLASTERER..... | \$ 15.30 ** | 0.00 |
| PLUMBER (HVAC Pipe Installation Only)..... | \$ 19.33 | 3.57 |
| PLUMBER, Excludes HVAC Pipe Installation..... | \$ 24.00 | 2.71 |
| ROOFER..... | \$ 15.70 ** | 0.58 |
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 18.25 | 3.02 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation..... | \$ 18.63 | 0.65 |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 18.89 | 0.00 |
| TILE FINISHER..... | \$ 11.22 ** | 0.00 |
| TILE SETTER..... | \$ 12.00 ** | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.39 ** | 1.18 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | \$ 12.50 ** | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 ** | 4.11 |

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.20) or 13658
(\$12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the

minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: TX20240025 01/05/2024

Superseded General Decision Number: TX20230025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/05/2024

SUTX2011-007 08/03/2011

| | Rates | Fringes |
|---|----------|---------|
| CONCRETE FINISHER (Paving and Structures)..... | \$ 14.12 | ** |
| ELECTRICIAN..... | \$ 19.80 | |
| FORM BUILDER/FORM SETTER | | |
| Paving & Curb..... | \$ 13.16 | ** |
| Structures..... | \$ 13.84 | ** |
| LABORER | | |
| Asphalt Raker..... | \$ 12.69 | ** |
| Flagger..... | \$ 10.06 | ** |
| Laborer, Common..... | \$ 10.72 | ** |
| Laborer, Utility..... | \$ 12.32 | ** |
| Pipelayer..... | \$ 13.24 | ** |
| Work Zone Barricade Servicer..... | \$ 11.68 | ** |
| POWER EQUIPMENT OPERATOR: | | |
| Asphalt Distributor..... | \$ 15.32 | ** |
| Asphalt Paving Machine..... | \$ 13.99 | ** |
| Broom or Sweeper..... | \$ 11.74 | ** |
| Concrete Pavement Finishing Machine..... | \$ 16.05 | ** |
| Concrete Saw..... | \$ 14.48 | ** |
| Crane Operator, Lattice Boom 80 Tons or Less..... | \$ 17.27 | |
| Crane Operator, Lattice Boom over 80 Tons..... | \$ 20.52 | |
| Crane, Hydraulic 80 Tons or Less..... | \$ 18.12 | |
| Crawler Tractor..... | \$ 14.07 | ** |
| Excavator, 50,000 pounds or less..... | \$ 17.19 | ** |
| Excavator, over 50,000 pounds..... | \$ 16.99 | ** |
| Foundation Drill , Truck Mounted..... | \$ 21.07 | |
| Foundation Drill, Crawler Mounted..... | \$ 17.99 | |
| Front End Loader 3 CY or Less..... | \$ 13.69 | ** |
| Front End Loader, over 3 CY..... | \$ 14.72 | ** |
| Loader/Backhoe..... | \$ 15.18 | ** |
| Mechanic..... | \$ 17.68 | |
| Milling Machine..... | \$ 14.32 | ** |
| Motor Grader, Fine Grade.... | \$ 17.19 | ** |
| Motor Grader, Rough..... | \$ 16.02 | ** |
| Pavement Marking Machine.... | \$ 13.63 | ** |
| Reclaimer/Pulverizer..... | \$ 11.01 | ** |
| Roller, Asphalt..... | \$ 13.08 | ** |
| Roller, Other..... | \$ 11.51 | ** |
| Scraper..... | \$ 12.96 | ** |
| Small Slipform Machine..... | \$ 15.96 | ** |
| Spreader Box..... | \$ 14.73 | ** |

| | | |
|---|----------|----|
| Servicer..... | \$ 14.58 | ** |
| Steel Worker (Reinforcing)..... | \$ 16.18 | ** |
| TRUCK DRIVER | | |
| Lowboy-Float..... | \$ 16.24 | ** |
| Off Road Hauler..... | \$ 12.25 | ** |
| Single Axle..... | \$ 12.31 | ** |
| Single or Tandem Axle Dump Truck..... | \$ 12.62 | ** |
| Tandem Axle Tractor with Semi Trailer..... | \$ 12.86 | ** |
| Transit-Mix..... | \$ 14.14 | ** |
| WELDER..... | \$ 14.84 | ** |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

SECTION NO. 4

OUT OF STATE CONTRACTOR COMPLIANCE TO STATE LAW

The State Legislature of the State of Texas at its 1985 Legislative Session passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder.

Non-resident contractor in NA (give state), our principal place of business, is required to be _____ percent lower than resident bidders by State Law. A copy of the statute is attached.

Non-resident contractor in _____ (give state), our principal place of business, is not required to underbid resident bidders.

BIDDER

Company

By _____
(Please Print)

Address

Signature

City State Zip

Title (Please Print)

SECTION 5
AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10 (a copy of which follows), dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and sub-contractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

Sheldon Rosenbaum

Signature

9/10/2024

Date

John Crowley

ATTEST (if corporation)

9/10/2024

Date

TEXAS PENAL CODE

TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION

CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE

36.02 BRIBERY

- (a) A person commits an offense if he intentionally or knowingly offers, confers or agrees to confer on another, or solicits, accepts or agrees to accept from another:
- (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a public servant, party official or voter;
 - (2) any benefit as consideration for the recipient's decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding;
 - (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or
 - (4) any benefit that is a political contribution, as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted or agreed to, pursuant to an express agreement, to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.
- (b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office, or he lacked jurisdiction or for any other reason.
- (c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
- (1) the decision, opinion, recommendation, vote or other exercise of discretion has occurred; or
 - (2) the public servant ceases to be a public servant.
- (d) It is an exception to the application of Subdivisions (1), (2) and (3) of Subsection (a) of this section that the benefit is a political contribution accepted as defined by Title 15, Election Code.
- (e) An offense under this section is a felony of the second degree.

36.08 GIFT TO PUBLIC SERVANT BY PERSON SUBJECT TO HIS JURISDICTION

- (a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection or investigation by the public servant or his agency.
- (b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.
- (c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.
- (d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- (e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.
- (f) A member of the legislature, the governor, the lieutenant governor or a person employed by a member of the legislature, the governor, the lieutenant governor or an agency of the legislature commits an offense if he solicits, accepts or agrees to accept any benefit from any person.
- (g) A public servant who is a hearing examiner employed by an agency performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts or agrees to accept any benefit from any person who is appearing before the agency in a contested case, who is doing business with the agency, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.
- (h) An offense under this section is a Class A misdemeanor.

36.09 OFFERING GIFT TO PUBLIC SERVANT

- (a) A person commits an offense if he offers, confers or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.
- (b) An offense under this section is a Class A misdemeanor.

36.10 NON-APPLICABLE

- (a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:
- (1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
 - (2) a gift or other benefit conferred on account of kinship or a personal, professional or business relationship independent of the official status of the recipient; or
 - (3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:
 - (A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
 - (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are non-reimbursable by the state or political subdivision;
 - (4) a political contribution as defined by Title 15, Election Code; or
 - (5) a gift, award or memento to a member of the legislative or executive branch that is required to be reported under Chapter 305, Government Code.
- (b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.
- (c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donor is required by law to report those items, reported by the donor in accordance with that law.

SECTION 5A CONFLICT OF INTEREST

The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Burleson Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

A person or business, and their agents, contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire FORM CIQ. Form CIQ is available online at www.ethics.state.tx.us or electronically at www.tml.org/legal - Ethics Form ECIQ.

Sec. 176.002. APPLICABILITY TO CERTAIN VENDORS AND OTHER PERSONS.

- (a) This chapter applies to a person who:
 - (1) enters or seeks to enter into a contract with a local governmental entity; or
 - (2) is an agent of a person described by Subdivision (1) in the person's business with a local governmental entity.
- (b) A person is not subject to the disclosure requirements of this chapter if the person is
 - (1) a state, a political subdivision of a state, the federal government, or a foreign government; or
 - (2) an employee of an entity described by Subdivision (1), acting in the employee's official capacity.

Sec. 176.006. Disclosure requirements for vendors and other persons; questionnaire.

- (a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the person:
 - (A) begins discussion or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the person becomes aware:

The form must be filed with the City Secretary no later than seven days after the date the person or business contracts with the City. Such persons and businesses, and their agents, must also file an updated questionnaire not later than September 1 of each year in which the person or business contract begins, and within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

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.
Gra-Tex Utilities, Inc.
Kennedale, TX United States

Certificate Number:
2024-1210136

Date Filed:
09/05/2024

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.
CPN # 197405
Water Line, Fire Hydrant Connections.

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Angela, Rosenbaum | Burleson, TX United States | X | |
| | | | | |
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| | | | | |
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5 Check only if there is NO Interested Party.

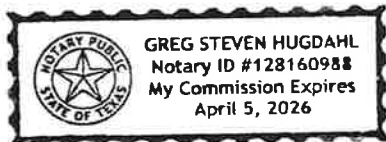
6 UNSWORN DECLARATION

My name is Angela Rosenbaum, and my date of birth is 1/23/1971.

My address is 3801 Eagles Nest Trail, Burleson, TX, 76060, Tarrant.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 5th day of August, 2024.
(month) (year)



Angela Rosenbaum
Signature of authorized agent of contracting business entity
(Declarant)

Offeror Acknowledgement

Compliance with HB 89: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

Yes, we agree **No, we do not agree**

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

Yes, we agree **No, we do not agree**

Compliance with SB 13: Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Burleson.

Yes, we agree **No, we do not agree**

Compliance with SB 19: Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Burleson.

Yes, we agree **No, we do not agree**

I acknowledge that my signature affixed hereto verifies that I have read and understood the contents of this document, and I affirm the accuracy and truthfulness of the information provided therein

Vendor: Gra-Tex Utilities, Inc.

By: *John Crowley*

Name: John Crowley

Title: Project Manager

Date: 9/18/2024

SECTION 6

PROPOSAL

To: The City of Burleson
141 W. Renfro
Burleson, TX 76028

For: SH 174 Waterline and Fire Hydrant Relocation
Project No. 197405

TO THE CITY OF BURLESON, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of the **SH 174 Waterline and Fire Hydrant Relocation Project**, OWNER Project No. **197405**, in the City of Burleson, Texas, for the following prices, which prices it is clearly and definitely understood shall include all construction materials and equipment as set out in the basis of payment in the contractual documents and maintaining same as required by the detailed specifications.

Contractor understands that these quantities are approximate and that the actual price paid by the City of Burleson, hereinafter called "OWNER" to the Contractor will be made based on the actual quantity installed in the field.

Successful BIDDER:

1. The undersigned bidder agrees to begin work within fifteen (15) calendar days after date of written notice to do so and to complete the work within 14 calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.
Enclosed with this Proposal is a Bidder's Bond for 73,715.50 (\$) _____) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

- Addendum No. 1 Rep/Heflin Gra - Tex Utilities Inc.
- Addendum No. 2 _____
- Addendum No. 3 _____

3. BIDDER is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations,

investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such proposes.

5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
 6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
 7. Total calendar days to complete all units (Note: Contractor has the option to construct all or some units simultaneously. Total calendar days to be determined based upon how Contractor intends to schedule the work. Schedules for various units may overlap at Contractor's discretion). **TOTAL DAYS: 14**
- BIDDER agrees that the work shall be substantially complete and ready for final payment within the number of calendar days listed herein from the date when the contract time commences to run. See Section 7 in regarding contract time.
8. BIDDER has included the cost of everything which will be needed to construct all the work called for in the specifications or the contract documents, in the unit cost for the bid items listed above. All such work for which there is not a specific bid item is considered subsidiary to the related major bid item and its cost is included in the appropriate bid item listed above.
 9. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform with the Work. BIDDER has not detected any inaccuracies in the lengths, sizes and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.
 10. BIDDER acknowledges that the OWNER reserves the right to delete any portion of this project, as it may deem necessary to stay within the

OWNER's available funds. Should the OWNER elect to delete any portion, the contract quantities will be adjusted accordingly.

11. BIDDER has reviewed and understands the various additive alternate work scoped associated this project and has provided corresponding prices and time frames for each as requested in the proposal. Bidder acknowledges that the OWNER reserves the right to add or delete these alternates in any combination, as it may deem necessary to stay within the OWNER's available funds.

12. BIDDER accepts the provisions as to liquidated damages per the below schedule in the event of failure to complete the work on time.

Liquidated Damages Schedule

| <u>Construction Contract Value</u> | <u>Liquidated Damages (per day)</u> |
|------------------------------------|-------------------------------------|
| Less than \$100,000 | \$240 |
| Between \$100,000 and \$1,000,000 | \$500 |
| Greater than \$1,000,000 | \$1,000 |

13. The terms used in the Bid which are defined in the *Standard Specifications for Public Works Construction*, published by the North Central Texas Council of Governments (NCTCOG), have the meanings assigned to them therein.

Respectfully Submitted,

BIDDER

Gra-Tex Utilities Inc.

Company

By Rex Heflin

(Please Print)

Estimator

Title

PO Box 1038

Address

Kennedale

City

TX

State

76060

Zip

(Seal if corporation)

| ITEM # | QUAN | UNIT | DESCRIPTION | Days | Labor | Material | Pipe | Units | Bid Units | Total |
|--------|------|------|---|------|-------|----------|------|--------|-----------|--------|
| 1 | 2 | EA | CONNECT TO EXISTING WATER LINE | 2 | 10400 | 250 | 1840 | 8118.5 | 8119 | 16238 |
| 2 | 60 | LF | 12" DIA. ASTM D3034 SDR-18 PVC WATER PIPE | 1.5 | 7800 | 320 | 2683 | 234.1 | 234 | 14040 |
| 3 | 2 | EA | 12" GATE VALVE AND BOX | 1 | 5200 | 250 | 7175 | 8206.3 | 8206 | 16412 |
| 4 | 55 | LF | REMOVE EXISTING WATER LINE | 1 | 5200 | | | 122.9 | 123 | 6765 |
| 5 | 0.5 | TONS | DUCTILE IRON FITTINGS | 0.2 | 1040 | 125 | | 3029.0 | 3029 | 1514.5 |
| 6 | 60 | LF | TRENCH SAFETY | | 0 | | | 0.0 | 2 | 120 |
| 7 | 65 | LF | ASPHALT TRENCH REPAIR | 1 | 5200 | 541 | | 114.8 | 115 | 7475 |
| 8 | 1 | EA | REMOVE EXISTING FIRE HYDRANT | 0.25 | 1300 | | | 1690.0 | 1690 | 1690 |
| 9 | 1 | EA | INSTALL FIRE HYDRANT ASSEMBLY | 0.5 | 2600 | 125 | 4553 | 9461.4 | 9461 | 9461 |

7.45

73715.5

SECTION 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. 197405

This Contract, made and entered into this _____ day of _____, 20____, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "OWNER," and GRA-TEX UTILITIES, INC. hereinafter called "Contractor."

WITNESSETH:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

SH 174 Waterline and Hydrant Relocation

City of Burleson Project No. 197405

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by OWNER, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to

complete the work within **14** calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided therein.

Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of Each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$400,000). Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

This Contract is entered into subject to the Charter and ordinances of OWNER, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

OWNER reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then OWNER shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER. If after exercising any such remedy the cost to OWNER of the performance of the balance of the work is in excess of that part of the Contract sum which has not

theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse OWNER for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of OWNER in the performance of this Contract. No term or provision of, or act of Contractor or OWNER under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

OWNER and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither OWNER nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of OWNER.

It is further agreed that one or more instances of forbearance by the OWNER in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

By John Crowley
Signature

Gra-Tex Utilities, Inc.
Company Name

John Crowley
Typed/Printed Name

1-75-2808866-3
Tax Identification Number:

Project Manager
Title

By Sheldon Rosenbaum
Signature

PO Box 1038
Address

Sheldon Rosenbaum
Printed or Typed Name

Kennedale Texas 76060
City State Zip

Vice President
Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Tommy Ludwig
City Manager

THE STATE OF TEXAS §

Corporate Acknowledgment

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sheldon Rosenbaum, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of Gra-Tex Utilities, Inc., a corporation of Tarrant County, Texas, and as Vice President thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of September, 2024.

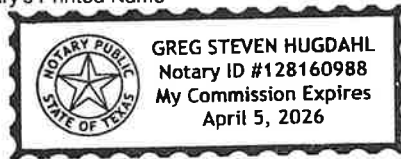
Greg Hugdahl

Notary Public In and For The State of Texas

Greg Hugdahl

Notary's Printed Name

My Commission Expires: April 5, 2026



THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____



SECTION 8

THE STATE OF TEXAS §

Performance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

THAT

Gra-Tex Utilities, Inc. _____, County of Tarrant _____

State of Texas _____ hereinafter referred to as "PRINCIPAL," and Hartford Fire Insurance Company, a corporate surety/sureties organized under the laws of the State of Connecticut _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the

amount of SEVENTY-THREE THOUSAND, SEVEN HUNDRED FIFTEEN DOLLARS (\$ 73,715), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of Burleson dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of: **SH 174 Waterline and Hydrant Relocation**

City of Burleson Project No. 197405

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the above referenced Contract in accordance with the plans, specifications and Contract documents during the original term thereof, and any extension thereof which may be granted with or without notice to SURETY, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the

covenants, terms, conditions and agreements of any and all authorized modifications of such Contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract.


Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the agent resident in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the 4th _____ day of September, 2024.

WITNESS

By 
 Signature

JOAN CROWLEY
 Typed/Printed Name


PROJECT MANAGER
 Title

PO BOX 1038
 Address

Kennedale TX 76060
 City State Zip

PRINCIPAL

Gra-Tex Utilities, Inc.
 Company

By 
 Signature


M. Sheldon Rosenbaum
 Typed/Printed Name

Vice President
 Title

Gra-Tex Utilities, Inc.
PO Box 1038
 Address

Kennedale, TX 76060
 City State Zip

WITNESS

By 
 Signature

Rex Heflin
 Typed/Printed Name

Estimator
 Title

PO Box 1038
 Address

Kennedale TX 76060
 City State Zip

SURETY

Hartford Fire Insurance Company
 Company

By 
 Signature

Bradley Board
 Typed/Printed Name

Attorney-in-Fact
 Title

INSURICA
500 W. 7th Street, Suite 1800
 Address

Fort Worth, TX 76102
 City State Zip

THE STATE OF TEXAS §

Payment Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT Gra-Tex Utilities, Inc. _____

of the City of Kennedale _____, County of Tarrant _____

State of Texas _____ hereinafter referred to as "PRINCIPAL," and

Hartford Fire Insurance Company a corporate surety/sureties organized under the laws of the State of Connecticut _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of SEVENTY-THREE THOUSAND, SEVEN HUNDRED FIFTEEN DOLLARS (\$73,715) _____ lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain Contract with City of Burleson, dated the _____ day of _____, 20__, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

SH 174 Waterline and Hydrant Relocation

City of Burleson Project No. 197405

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and materials in the prosecution of the work provided for in the

above referenced Contract and any and all duly authorized modifications of such Contract that may hereafter be made, notice to SURETY of such modifications being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that such SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Government Code, as amended. The terms "payment bond beneficiary," "public work labor," and "public work material," as used herein, are in accordance with and as defined in the relevant provisions of Chapter 2253 of the Government Code.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Johnson Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the 4th _____ day of September _____, 2024 ____.

WITNESS

By *John Crowley*
Signature

John Crowley
Typed/Printed Name

PROJECT MANAGER
Title

PO Box 1038
Address

Kennedale TX 76060
City State Zip

PRINCIPAL

Gra-Tex Utilities, Inc.
Company

By *M. Sheldon Rosenbaum*
Signature

M. Sheldon Rosenbaum
Typed/Printed Name

Vice President
Title

Gra-Tex Utilities, Inc.
PO Box 1038
Address

Kennedale, TX 76060
City State Zip

WITNESS

By *Rex Heflin*
Signature

Rex Heflin
Typed/Printed Name

Estimator
Title

PO Box 1038
Address

Kennedale Tx 76060
City State Zip

SURETY

Hartford Fire Insurance
Company
Company

By *Bradley Board*
Signature

Bradley Board
Typed/Printed Name

Attorney-in-Fact
Title

INSURICA
500 W. 7th Street, Suite 1800
Address

Fort Worth, TX 76102
City State Zip

The Resident Agent of the SURETY in either Tarrant or Johnson County, Texas, for delivery of notice and service of process is:

NAME INSURICA _____

ADDRESS 500 West 7th Street, Fort Worth, TX 76102 _____

NOTE: Date of Payment Bond must NOT be prior to date of Contract.

SECTION 10

THE STATE OF TEXAS §

Maintenance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the CITY OF BURLESON, TEXAS, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of _____ DOLLARS (\$ _____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, PRINCIPAL entered into a certain written Contract with City of Burleson, dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

SH 174 Waterline and Hydrant Relocation

City of Burleson Project No. 197405

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by PRINCIPAL; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the resident agent in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

PRINCIPAL

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

**SECTION 10A.1
CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

Project Name: SH 174 Waterline and Hydrant Relocation
Project Number: 197405
Owner: City of Burleson, Texas
Contractor: _____
Engineer: N/A

The Surety Company, on bond of the Contractor listed above for the referenced project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this _____ day
of _____ 20_____.

Surety Company

By _____
Authorized Representative

Title

Address

City State Zip

Attach Power of Attorney

SECTION 10A.2
CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

THE STATE OF TEXAS
COUNTY OF JOHNSON

§ CONTRACTOR'S AFFIDAVIT OF
§ FINAL PAYMENT AND RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared _____

("Affiant"), who, after being by me duly sworn, deposes and says that he is _____

, a _____ (corporation, partnership, trade name)
of _____ (County, State of Texas) the ("Contractor"), which said Contractor
was awarded the contract dated the _____ day of _____, for the construction of **SH 174
Waterline and Hydrant Relocation** (the "Work"), for a total consideration
of _____ Dollars to be paid to the said Contractor (the
"Contract"), and the Affiant has full power of authority to make this affidavit.

That CITY OF BURLESON (the "OWNER") has received the request for final payment on said Work, and that the said contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property code, and Article 510 of the Revised civil Statues of the State of Texas, or any other applicable statues or charter provisions, and that all just bills for labor and materials have been paid and charged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the OWNER, the Contractor hereby accepts the amount of _____ Dollars as FULL AND FINAL PAYMENT under the aforementioned contract, and hereby waives and releases any right against the OWNER arising out of or in any manner connected with the performance of the work and/or his Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the OWNER. The Contractor shall defend, hold harmless and indemnify the OWNER from any such claims of such Subcontractors. The contractor further releases the OWNER from any claim or liability arising from any act or neglect of the OWNER related to or connected with the contract and shall not be deemed or alter or modify the terms and provisions of said Contract.

By _____
(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ day of _____, 20____.

(Notary Public, in and for the State of Texas)

(Printed Name of Notary)

My Commission expires: _____

SPECIAL PROVISIONS – PAVING & DRAINAGE

1 PURPOSE OF SPECIAL PROVISIONS:

- A. The project shall be constructed in accordance with the Standard Specifications for Public Works Construction as issued by the North Central Texas Council of Governments (NCTCOG), as it may be amended from time to time, hereinafter referred to as the Standard Specifications.
- B. These Special Provisions are included for the purpose of adapting the Standard Specifications to the particular project, which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the contract in its entirety.
- C. Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.
- D. References made to “TxDOT” items in this contract shall mean items in the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges as published by the Texas Department of Transportation in 2004, or most recent edition, Standard version only. There will be no Metric projects. Further technical requirements contained in other publications are referenced in sections where they apply and are hereby incorporated.

2 SCOPE OF WORK:

- A. The work governed by these specifications is located in the city of Burleson, Texas and consists of the relocation of a 12" waterline and fire hydrant in preparation for the expansion of state highway 174. All work shall be bid and installed complete and in place as outlined within the Contract Documents and Specifications.
- B. The intent of the Contract Documents, including the Standard Specifications, Special Provisions & Projects, and other instruments, documents, drawings and maps comprising the Plans and Specifications, is to describe the completed work to be performed by the Contractor under the contract as an independent Contractor.
- C. Horizontal and vertical control, if available, will be provided by the Owner prior to construction. Construction staking will be the responsibility of the contractor. No separate pay item is included for construction staking. The work will be performed subject to the right of inspection

by the City Engineer or their authorized representative. Any provision of the agreement vesting in the City of Burleson, Department of Public Works & Engineering, the right of supervision or inspection is understood by all the parties to be for the purpose of ensuring that the plans and specifications are complied with and that the completed work is obtained as described, and no such provision shall be interpreted as vesting in the City of Burleson, Department of Public Works & Engineering the right to control the details of the work.

- D. The Contractor shall maintain at all times on the job site, a superintendent authorized to receive and execute instructions from the engineer.

The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order among his employees.

- E. Whenever the City of Burleson shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work; such employee shall be removed from the work and shall not again be employed on it.
- F. Under urgent circumstances, the City of Burleson may orally require immediate removal of an employee for cause, to be followed by written confirmation.

3 BONDS, INSURANCE AND AFFIDAVITS:

- A. The following bonds and proof of insurance shall be filed with the City of Burleson as a condition of the contract, together with appropriate powers of attorney.

1. **Performance, Payment, And Maintenance Bonds:** Performance, Payment and Maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms, which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to and approved by the City of Burleson. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions.
2. **Performance Bonds And Payment Bonds In Excess Of \$100,000:** In addition to all other requirements set forth with regard to performance bonds and payment bonds, any performance bond or payment bond in an amount exceeding One Hundred Thousand Dollars (\$100,000) must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise

acceptable surety company that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer authorized and admitted as a reinsurer in Texas who qualifies as a surety or reinsurer on obligations permitted or required under federal law as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

3. **Insurance:** Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

| | |
|-----------------------|-----------------------------------|
| Workers' Compensation | Statutory Limit |
| Employer's Liability | \$100,000 Each Occurrence |
| | \$100,000 Disease – Each Employee |

Liability Insurance

| | |
|--|----------------------------|
| Commercial General Liability (No standard coverages are to be excluded by endorsement.) | \$1,000,000 Per Occurrence |
|--|----------------------------|

Automobile Liability Insurance

| | |
|--|-------------------------------------|
| Commercial Auto Liability Policy (including coverage for owned, hired, and non-owned autos) | \$ 500,000 Combined Single Limit |
|--|-------------------------------------|

Umbrella Liability

| | |
|--|-----------------------------|
| (Following Form and Drop Down Provisions Included) | \$2,000,000 Each Occurrence |
|--|-----------------------------|

- B. It is agreed by all parties to this contract that the insurance required under this contract shall:
 1. Be written with the City of Burleson as an additional insured.
 2. Provide thirty days notice of cancellation to the City, for nonpayment of premium, material change, or any other cause.
 3. Be written through companies duly authorized to transact that class of insurance in the State of Texas.

4. Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Burleson, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.

5. Provide a Certificate of Insurance evidencing the required coverages to:

City of Burleson
Public Works & Engineering, Capital Improvements Division
141 W. Renfro
Burleson, TX 76028

C. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City of Burleson or the City of Burleson's property might be responsible or encumbered (less amounts withheld by City of Burleson) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City of Burleson, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required by the City of Burleson, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the City of Burleson. If a subcontractor refuses to furnish a release or waiver required by the City of Burleson, the Contractor may furnish a bond satisfactory to the City of Burleson to indemnify the City of Burleson against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City of Burleson all money that the City of Burleson may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

D. In addition to the requirements contained above, the Contractor shall comply with the following in its provision of workers' compensation insurance.

1. **Definitions:**

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's / person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change

that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - b. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - d. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - f. notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - g. contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7 above, with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject

the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor, which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

4 INDEMNIFICATION:

Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Burleson and all its officials, officers, agents, and employees, from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney's fees for injury or death of any person or for loss of, damage to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Burleson, his officers, officials, agents or employees. It is the express intention of all the parties that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City of Burleson from the consequences of City of Burleson's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage and whether said negligence is characterized as sole, contractual comparative, concurrent, joint, gross, active, passive, or any other form of negligence.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workmen's compensation acts or other employee benefit acts.

5 ADDENDUM:

- A. This section has been moved to "Instructions to Bidders."

6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

Since time is of the essence, the City has seen fit to establish the time required to complete this project. The time, as set out in SECTION 6 of this contract, will be the maximum number of **Calendar** days allowed to substantially complete this project. **Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed.** Failure of the Contractor to complete the work within this time will result in damages being

sustained by the City of Burleson. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor will pay the City of Burleson liquidated damages per the schedule below for each Calendar day of delay (including Sundays and holidays) in finishing the work in excess of time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the City of Burleson and Contractor that liquidated damages per the schedule below is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

Liquidated Damages Schedule

| <u>Construction Contract Value</u> | <u>Liquidated Damages (per day)</u> |
|------------------------------------|-------------------------------------|
| Less than \$100,000 | \$240 |
| Between \$100,000 and \$1,000,000 | \$500 |
| Greater than \$1,000,000 | \$1,000 |

7 COMPUTATION OF CONTRACT TIME FOR COMPLETION:

- A. The Contract Documents furnished to the Contractor shows the number of calendar days allowed in the contract. If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional calendar days will be considered, equal to the time which, in the opinion of the engineer, the work as a whole is delayed. However, the completion time can only be changed by the execution of a supplemental agreement (change order).
- B. Time will be charged for all calendar days regardless of weather conditions, material supplies, or other conditions not under the control of the Contractor, which could impede the prosecution of the work. Time will also be charged for Sundays and holidays.
- C. Prior to beginning construction operations, the Contractor shall submit to the engineer a *Critical Path Method (CPM)* chart progress schedule showing the manner of prosecution of the work that he intends to follow in order to complete the contract within the allotted time. The purpose for this schedule is to assure adequate planning and execution of the work. The progress schedule must present a reasonable approach to completing the work within the allotted time.
- D. Payment of partial monthly estimates shall not be commenced until the CPM chart progress schedule has been approved by the engineer.

- E. The Contractor shall be entirely responsible for maintaining the progress of the work in accordance with the approved schedule. Should it become evident, in the opinion of the engineer, any time during the construction that the progress of the work has not been maintained in accordance with the approved schedule, the Contractor shall, upon written request of the engineer, promptly submit a revised schedule. This revised schedule shall set out operations, methods, equipment, added labor, and additional work shifts by which time lost shall be made up. At the end of each estimate period, the engineer will determine whether the Contractor is in compliance with the approved schedule, or the approved revised schedule. In the event the Contractor is determined not to be in compliance, he will be notified immediately in writing. If the Contractor does not correct the work progress to comply with the approved revised schedule by the end of the month of notification, payment for work performed during the period of non-compliance will be reduced according to the following:
1. 1st Month - Reduction = 30% X work performed (Month Only)
 2. 2nd Month - Reduction = 40% X work performed (Month Only)
 3. 3rd Month - Reduction = 50% X work performed (Month Only)
 4. Subsequent Month - Reduction = 50% work performed (Month Only)
- F. The first month (the month of notification) is that month in which notification is made. Each month's reduction will be assessed only for that work performed during that specific month. The reduction will be cumulative for the entire period of non-compliance; i.e., 30% payment reduction for the work performed during the first month, plus 40% payment reduction for work performed during the second month, plus 50% payment reduction for work performed during the third month, and plus 50% payment reduction for work performed in each succeeding month of non-compliance thereafter. When the work progress becomes in compliance with the approved schedule, or the approved revised schedule, all withheld monies will be paid to the Contractor with the next regular estimate.
- G. The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his construction methods accordingly.
- H. Prior to any construction activities, the Contractor shall install erosion control measures. The Contractor shall then begin the work to be performed under the contract within 10 days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall not open up work to the detriment of work already begun. The Contractor shall conduct his operations so as to impose a minimum interference to traffic.

8 DELAYS:

- A. The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of City of Burleson or its Contractors or subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.
- B. Notwithstanding any provisions of this contract, whether relating to time of performance or otherwise, City of Burleson makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be formed thereon without interruption or by any particular sequence or method or as to whether the performance of the contract can be completed by the time required under this contract or by any other time.
- C. Wherever in connection with this contract it is required, expressly or otherwise, that City of Burleson shall perform any act relating to the contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the City of Burleson as to the time of such performance and the delay of City of Burleson in fulfilling such requirement shall not result in liability of any kind on the part of City of Burleson except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this contract.

9 MONTHLY ESTIMATE:

- A. Although Contractor estimates may be submitted on a monthly basis, The City of Burleson does not use a monthly pay estimate schedule. The City will process the estimate within a reasonable time. It is the Contractor's best interest to get the estimate to the inspector as early in the week as possible to verify quantities and make the request. After verification, payment can be made

10 RIGHT TO AUDIT:

- A. CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to

conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits.

11 PREVAILING WAGE RATES:

- A. The Contractor shall comply with V.T.C.A., Government Code, Chapter 2258, in performing this project. In accordance with V.T.C.A., Government Code, Chapter 2258, the prevailing wage rates as set forth in Section 2 of the contract documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in Section 2. The City will require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. The City reserves the right to conduct interviews with the Contractor's employees to insure compliance with Section 2 of the contract documents in accordance with applicable State and Federal Laws.
- B. Upon written request by the City, the general contractor shall be responsible for submitting payroll information to the City of Burleson for all employees performing work on the project, whether employed by the general contractor or a subcontractor to the general contractor. Each submittal shall be certified by the general contractor as to completeness and accuracy.
- C. A Contractor or subcontractor in violation of V.T.C.A., Government Code, Chapter 2258 is liable for a penalty. That Contractor or subcontractor shall pay to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for work done under the contract.
- D. The Contractor or subcontractor violating a requirement of this Special Provision may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation of this Special Provision occurred.

12 CONSTRUCTION WATER:

- A. Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters and only these meters. The Contractor is responsible for paying the current security deposit for the meter at the Utility Billing Department Office, 135 W. Renfro Suite 109, prior to picking up the meter. These meters will be furnished by the City of Burleson and will be picked up at City Hall. The assigned company is liable for any theft and/or damage done to the meter once in the Contractor's possession. The loss of the meter or failure to turn it in when the job is completed will result in the forfeiture of the security deposit. Damages to the meter will be billed. It will be up to the assigned company to supply the monthly meter reading, meter number and

signature of the company employee in writing to the Utility Billing department no later than the 10th of each month. That written reading may be dropped off to the Utility Billing department at 135 W. Renfro Suite 109 or emailed to utilitybilling@burlesontx.com. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. Where water is necessary only to settle dust on the street at the request of the property owners, the engineer or inspector will notify the Contractor. The necessary application of water for dust shall be considered subsidiary to the other bid items listed in SECTION 7 (PROPOSAL) of this contract.

13 DETOURS AND BARRICADES:

- A. The Contractor shall submit to the inspector two (2) copies of a Traffic Control Plan two (2) weeks prior to closing any street or causing any obstruction to traffic on any street. The Contractor shall not proceed with the implementation of the Traffic Control Plan until notified by the inspector that the plan has been accepted. The Traffic Control Plan shall be drawn at a scale not less than 1"=200' unless approved by the inspector and such that it is legible and shall include proposed street closings, detours, barricade placements, and sign placement, including advance warning signs, and pavement markings if necessary. The Contractor shall furnish and erect suitable barricades, signs, and appropriate pavement markings to protect motorists and pedestrians, as set forth in the latest edition of the *TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TxMUTCD)*. The barricades, signs, and pavement markings shall be constructed, placed, and adequately maintained as set forth in the Traffic Control Plan or as directed by the engineer or authorized representative. Unless included as a bid item, no direct compensation will be made to the contractor for the preparation of the Traffic Control Plan.
- B. Unless otherwise approved by the engineer or authorized representative, two-way traffic shall be maintained on all roadways under construction at all times. If it becomes necessary to detour traffic off the existing paved roadway for more than seven (7) days, a hard surface driving lane, such as asphalt, shall be properly constructed and maintained by the Contractor throughout the duration of the detour. All temporary tie-ins shall be constructed of 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of all detours and tie-ins shall be considered subsidiary to the unit prices bid for temporary asphalt. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities. A bid item shall be included for furnishing, installing, maintaining and final removal of the asphalt.
- C. Where pavement drop-offs occur, traffic control plans shall be in accordance as illustrated on the following "*Traffic Control Device Detail*," which is enclosed as part of these specifications.

These guidelines are applicable to construction work where continuous pavement edges or drop-offs exist parallel and adjacent to a lane used for traffic.

- D. No direct compensation (unless bid item included) will be made to the Contractor for furnishing, installing, and maintaining barricades, signs, pavement markings, and detours and their subsequent removal. This is to be considered subsidiary to the several items for which unit prices are requested in the PROPOSAL. Should it be necessary for the City to provide and/or maintain signs, barricades, and markings the cost of such shall be deducted from the monthly estimate.

14 SALES TAX EXEMPTION:

- A. The Contractor is cautioned that Texas law regarding tax exemption for City projects has been revised. The Contractor is responsible for obtaining the latest information from the State Comptroller's Office and/or other appropriate entities and bidding accordingly.

15 ACCESS TO PRIVATE PROPERTIES:

- A. The Contractor shall maintain all private drives in an accessible condition to allow residents ingress and egress before leaving the job site, except during the placing and curing of drive approaches. All commercial drives and other locations with high traffic volumes, as directed by the engineer, shall be maintained with 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of drives shall be considered subsidiary to the unit prices bid. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities.
- B. The Contractor will leave with the engineer the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate.

16 CRUSHED ROCK BAD WEATHER PROTECTION:

- A. During periods of bad weather, the Contractor shall put in place, on excavated streets, an amount of Type A, Grade 1, flex base sufficient to provide temporary access to private non-commercial property. Crushed concrete flexible base meeting TxDOT Item 247, Grade 1 is also acceptable to provide temporary access to private property. All flex base will be removed and stockpiled for future use at other locations as necessary. Any base removed and hauled off the project site without approval from the engineer will be replaced by an equal quantity at the

Contractor's expense. Special care will be taken by the Contractor during placement and removal of the flex base, not to unnecessarily combine the flex base with native material on the project. If special care is not taken by the Contractor, an equal quantity of flex base will be replaced at the Contractor's expense. This specification is not considered a separate bid item. It is considered subsidiary to other items in the proposal. Ingress and egress onto private and public property shall be maintained at all times when contractor is not working in the area.

17 USE OF PRIVATE PROPERTY:

- A. The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. ***The Contractor shall not at any time use private water meters set for the property owner's use without written permission of the property owner.*** Contractor is responsible for any and all damages to private property used for construction purposes.

18 PROTECTION OF THE PUBLIC:

- A. (COG 107.18) The Contractor shall at all times conduct the work in such manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work, shall be the direct responsibility of the Contractor and shall be performed at his entire expense.
- B. Materials placed on the site, or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.
- C. The City of Burlison reserves the right to remedy any neglect on the part of the Contractor in regard to public convenience and safety which may come to its attention. The cost of such work done or material furnished by the City of Burlison shall be deducted from monies due or to become due to the Contractor.

19 PROTECTION OF ADJACENT PROPERTY:

- A. The Contractor shall be responsible for the protection of all fences, trees, curb and gutter, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and personnel. The Contractor shall be responsible for notifying the property owners in advance of any trimming to be done on trees. The Contractor will notify the City of any trees, shrubs, or bushes that must be removed by the construction. No trees will be removed by the Contractor until permission is granted by the engineer or his designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-of-way without written permission of the property owner and approval of the Engineer. No dumping will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

20 TESTING:

- A. The City inspector, deemed necessary, shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for as follows:
1. Sanitary Sewer Lines
 - a. Trench backfill density - City pays initial testing, Contractor pays for retesting
 - b. Pressure Testing of the Line - Contractor pays
 - c. Manhole Vacuum Test – Contractor pays
 2. Water Lines
 - a. Trench Backfill Density – City pays initial testing, Contractor pays for retesting
 - b. Pressure Testing of the Line- Contractor pays
 - c. Line Sterilization – Contractor pays for sterilization. City collects water sample and pays for the initial testing, Contractor pays for retesting
 3. Storm Drain

Trench Backfill density – City pays initial testing, Contractor pays for retesting
 4. Paving
 - a. Lime or cement stabilized subgrade gradation and density – City pays initial testing, contractor pays for retesting
 - b. Mix design/plant control – Contractor pays
 - c. Strength test/ cylinders – City pays initial testing, Contractor pays for retesting
 - d. Thickness test/coring - City pays initial testing, Contractor pays for retesting and additional tests to isolate deficient areas
 5. Structures
 - a. Mix design/plant control – Contractor pays
 - b. Strength test/cylinders – City pays initial testing, Contractor pays for retesting
- B. The failure of the City to perform any tests shall in no way relieve the Contractor of his responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the engineer may require for collecting and forwarding samples and shall not, without specific written permission of the engineer, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the City of Burlison.
- C. In case of concrete, the aggregates, design minimum and the mixing and transporting equipment shall be approved by the engineer before any concrete is placed, and the Contractor

shall be responsible for replacing any concrete which does not meet the requirements of the contract documents.

21 DEFECTIVE MATERIALS, EQUIPMENT OR, IN-PLACE CONSTRUCTION:

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material.
- B. In-Place construction not conforming to the requirements of these specifications will be removed and replaced at the Contractor's expense or reworked at the Contractor's expense as deemed appropriate by the engineer. Tests made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the engineer and the cost of such tests will be the expense of the Contractor.

22 MATERIALS AND WORKMANSHIP: WARRANTIES AND GUARANTEES:

- A. Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Burleson. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Burleson or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency at the expense of the Contractor.

23 EXISTING UTILITIES:

- A. The Contractor will make every effort to protect existing utilities and other lines or structures. The Contractor shall not adjust, remove, or operate existing utilities unless specifically requested to do so in these specifications or authorized to do so by the engineer or his representative. Any utility damaged by the Contractor during the construction shall be suitably replaced at the Contractor's expense.

B. The Contractor shall contact the proper utility representative as follows for questions or coordination of construction related to existing utilities:

1. Atmos Energy
 - a. Matthew McCartney
 - b. Engineer 1
 - c. P: 682.328.5125
 - d. Matthew.McCartney@atmosenergy.com
2. Oncor Electric Delivery
 - a. Chris Cooley
 - b. Designer
 - c. P: 682.375.4693
 - d. Christopher.Cooley2@oncor.com
3. United Co-Op Electric
 - a. Wes Burton
 - b. P: 817-782-8316
 - c. wes@ucs.net
4. AT&T Communications
 - a. Daniel Dunn
 - b. Manager OSP Planning & Engineering Design
 - c. P: 817.994.3700
 - d. DD5406@att.com
5. Charter Communications
 - a. Greg Piatt
 - b. Line Locator
 - c. P: 817.509.6272 x3363
 - d. 8912 S I-35W, Suite D
 - e. Fort Worth, Texas 76134
6. City of Burleson Capital & Engineering

- a. Eric Oscarson
- b. Deputy City Manager
- c. P: 817.426.9837
- d. 1675 John Jones Drive
- e. Burleson, Texas 76028

24 PROTECTION & CLEANING OF EXISTING SEWERS

- A. If the contractor, through any carelessness or negligence, obstructs the flow through any existing sewer within the limits of the project, the Public Works & Engineering Department of the City of Burleson will provide the necessary equipment and labor to clean the obstructions(s) at a rate of Two Hundred Dollars (\$200.00) per hour with a two (2) hour minimum per location.

25 LOCATION & PROTECTION OF EXISTING STRUCTURES & UTILITIES:

- A. In the preparation of plans and specifications, the engineer has endeavored to indicate the location of existing underground utility lines which are known to the engineer. No attempt has been made to show minor lines or service lines however, and it is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of construction, the Contractor shall communicate with the local representative of all utility companies and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. It is the Contractor's responsibility to uncover and determine the elevation and location of all potential conflicts well ahead of the excavation.

26 RIGHT-OF-WAY PREPARATION:

- A. Right-of-way preparation shall be in accordance with NCTCOG Specification Item 203.3, General Site Preparation. "Preparing Right-of-Way" shall be measured on a lump-sum basis unless indicated otherwise. The lump sum bid for this item shall not exceed 10 percent of the total amount bid for the entire project. A prorated portion of the lump sum bid shall be paid monthly until such work is completed. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. The Contractor should take special precautions to avoid damaging any trees outside the construction limits and any other trees which the engineer may designate to remain.

27 ROADWAY EXCAVATION:

- A. All roadway excavation on this project shall be unclassified and shall be performed in full accordance with the NCTCOG Specifications, Division 200, 203.4, "Unclassified Street Excavation."

- B. Payment for excavation is based on plan quantity. Contractor shall verify excavation/fill quantities and shall notify City of Burleson in writing of concurrence or disagreement with plan quantities prior to start of construction. Any discrepancies in quantities shall be resolved prior to beginning excavation. No adjustments to plan quantities shall be allowed once excavation/fill activities have begun.
- C. It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits to dispose of both excess and unsuitable material from roadway excavation not needed in roadway fill and embankment. No separate payment shall be made for disposal of excess or unsuitable material. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances.

28 UNCLASSIFIED STRUCTURAL EXCAVATION:

- A. The excavation for the construction of the inlets, box culverts, and junction boxes is not classified. Payment for the excavation shall be subsidiary to the unit price bid for each structure in the bid proposal.

29 SITE GRADING:

- A. All vegetation shall be removed from areas where fill is to be placed. Topsoil shall be grubbed, removed, and stockpiled. After the fill has been placed and compacted, the topsoil shall be spread to a thickness of six inches (6") in all proposed areas that require it. The topsoil shall be free from grass, roots, sticks, stones, or other foreign materials. After placement is complete, the surface of the topsoil shall be finished to a reasonably smooth surface so grass may be planted and maintained.
- B. Site grading will be based on the elevations and grades shown on the Grading and Paving Drawings. Filling, construction of embankments, removal, stockpiling, and spreading topsoil and offsite disposal of excess material will be considered incidental and subsidiary to excavation and shall not be a separate pay item.
- C. No extra payment shall be made for rock excavation or crushing rock material for placement in fill areas. This work shall be considered incidental to site grading and shall not be a separate pay item.

30 COMPACTED ROADWAY FILL & EMBANKMENT:

- A. All compacted roadway fill and embankments constructed on this project shall be in accordance with the NCTCOG Specifications, Division 200, 203.7, "Embankment", except as amended herein or as shown on the plans.
- B. All fill material shall be compacted in lifts of loose depth not exceeding eight (8") inches and compacted to at least 95% of Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. Each lift shall be tested before a subsequent lift is allowed to be placed. It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits and to dispose of any excess material not needed for constructing embankments to the established grade, shape of the typical sections shown on the plans, and detailed sections or slopes. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances.
- C. No recycled soil will be allowed for use on this project without prior consent from the engineer.
- D. The placement and compaction of fill material in roadway and embankment areas on this project shall be measured and paid for separately from the "Roadway Excavation". However, no separate payment will be made for the disposal of excess materials as mentioned above. Measurement for compacted roadway fill and embankment shall be for in-place embankment after compaction to the density specified on the plans. Measurement shall be in cubic yards as determined on the basis of the natural ground cross-section and the finished lines and grades as shown in the plans and computed by the method of average end areas from the project cross-section.
- E. The price bid per cubic yard for "Compacted Roadway Fill and Embankment" shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the embankment, including cost of water, sprinkling, wetting, and rolling in accordance with the plans and specifications

31 BORROW:

- A. There is insufficient material from the street excavation to complete all fills as shown on the construction plans, therefore it is the Contractor's responsibility to locate a suitable source of select borrow material for completing the fills on the project. Prior to using any offsite borrow material, the material must be approved by the City of Burleson. The following will be required prior to approval:
 - 1. The Contractor must obtain a written, notarized certification from the landowner of each proposed borrow source stating that to the best of the landowner's knowledge and belief

there has never been contamination of the borrow source site with hazardous or toxic materials.

2. The Contractor shall provide adequate testing to determine that the borrow source material is not contaminated with hazardous or toxic materials. The geotechnical engineer performing the testing for the Contractor shall notify the City in writing of his/her approval of the material. No recycled soil will be allowed for use on this project without prior consent from the engineer.
3. Based on geotechnical testing performed on existing soil from the project site, a lime/cement application rate has been determined for subgrade stabilization as set forth in these Special Provisions. The quantities included in the PROPOSAL are based on the determined application rate. Before using any offsite borrow material for subgrade purposes, the Contractor shall provide necessary testing to determine the lime/cement application rate for the proposed borrow material. The results of these tests shall be submitted to the City in writing by the geotechnical engineer performing the testing for the Contractor. If the lime/cement application rate required for the offsite borrow material is greater than the rate specified in these Special Provisions, the Contractor shall be responsible for the cost of the additional lime/cement required or locate an alternative borrow source. If the application rate required for the borrow material is less than the rate specified in these Special Provisions, the Contractor will be paid for the actual quantity of lime/cement used on the project.
4. The Contractor shall provide testing (ASTM D 698) to determine the optimum density and moisture content for the borrow material if used as treated subgrade.
5. The borrow material shall be tested for the presence of soluble sulfates. Any soil with a content of soluble sulfate in excess of 2000 ppm will not be approved.
6. No organic material, trash, debris, trees, clippings or other deleterious material will be allowed in offsite borrow material.

32 FILLING:

- A. Fills shall be constructed at the locations and to the lines and grades indicated on the drawings. When rock excavation is used, it shall be broken or crushed so that the maximum dimension is four (4") inches. No rock will be allowed in the upper twelve (12") inches of the fill.
- B. Equipment for compacting fills shall be sheepfoot rollers, rubber-tired rollers, and other approved equipment capable of obtaining required density.

- C. The combined excavation and fill placing operation shall be blended sufficiently to secure the best practicable degree of compaction. Fill shall be compacted to at least ninety-five percent (95%) Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. The suitability of the materials shall be subject to approval of the City of Burleson's laboratory. Dump, then spread and mix successive loads of material to give a horizontal layer of not more than eight (8") inches in depth, loose measurement. After each layer of fill has been spread to the proper depth, it shall be thoroughly manipulated with a disc plow or other suitable and approved equipment until the material is uniformly mixed, pulverized, and brought to a uniform approved moisture content.
- D. No fill material shall be rolled until the layer of material has a uniform moisture content which will permit the proper compaction under that degree of moisture content which is the optimum for obtaining the required compaction.
- E. Dry any material having a moisture content too high for proper compaction by aeration until the moisture content is lowered to a point where satisfactory compaction may be obtained. If the moisture of the fill material is too low, add water to the material and thoroughly mix by blading and discing to produce a uniform and satisfactory moisture content.
- F. If, in the opinion of the City of Burleson's laboratory or inspector, the rolled surface of any layer or section of the fill is too smooth to bond properly with the succeeding layer or adjacent section, roughen by discing or scarifying to the satisfaction of the City of Burleson's laboratory before placing succeeding layer or adjacent sections.
- G. No recycled soil will be allowed for use on this project without prior consent from the engineer.

33 DRAINAGE:

- A. Contractor shall maintain adequate drainage at all times during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to the adjacent property shall not be allowed.

34 REMOVAL ITEMS:

- A. On this project, the removal of existing concrete curb and gutters, concrete valley gutters, and concrete drive approaches shall be at the locations indicated by the engineer and shall be paid for under the right-of-way preparation pay item (See Special Provision 11-23) unless a separate bid item is included in the PROPOSAL. All concrete curb and gutter and drive approaches removed will be broken out at existing construction expansion joints if possible. Where existing concrete is removed at a location other than a joint, the slab will be sawed in a neat straight line the full depth of the slab. The cost for sawing and breaking shall be considered subsidiary to the unit price bid for concrete removal. The Contractor shall make every effort to protect all

concrete surfaces that will remain. Any remaining surfaces damaged during removal operations by the Contractor will be replaced at the Contractor's own expense.

- B. The responsibility of locating suitable disposal sites for removal items on this project will be solely a function of the Contractor. The City of Burleson will in no way be responsible for the actions of the Contractor if he disposes of excess material in locations that are not approved. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

35 HYDRATED LIME AND PORTLAND CEMENT FOR SUBGRADE STABILIZATION:

- A. Hydrated lime to be used on this job shall conform to NCTCOG Specification Item 301.2 with the exception of 301.2.1.2 Quicklime. No Quicklime will be allowed on this project. Portland cement to be used for stabilization shall conform to NCTCOG Specification Item 301.3.

36 LIME STABILIZATION OF SUBGRADE:

- A. Prior to beginning any lime modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with *Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges*, current edition. The cost of proof rolling shall be considered subsidiary to this item.
- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be eight (8") inches below finished grade and full width will be that distance from the fronts of gutter pans on either side of the roadway. (On roadways where full length curb and gutter are removed to be replaced during reconstruction, one (1') foot behind the back of proposed curb on each side of the roadway.)
- C. Lime will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Lime will be applied by the "slurry method" when application is in the corporate limits of the City of Burleson, Texas.
 - 1. Lime and water shall be combined to form a mixture for the lime application. Past experience has proven that approximately 3200 pounds of lime to 500-600 gallons of water will produce the satisfactory mixture. The slurry mix must be made within the city limits of the City of Burleson.
 - 2. The slurry will be applied with an approved distributor or water truck by making multiple passes, if necessary, to apply the correct amount of lime. The distributor or water truck will be equipped with an agitator to keep the slurry in a consistent mixture.

3. For applications greater than or equal to 40 pounds per square yard, the initial application shall be applied in halves (two equal parts) on day one (1) and day two (2). This is subsidiary to the lime stabilization item.
 4. Mixing with a pulvimixer will immediately follow the lime application(s) until 100% of all material will pass a two (2") inch sieve. The lime treated subgrade shall then be sealed with a pneumatic roller and left for an initial curing (mellowing) period of no less than 72 hours (3 days) and no more than 168 hours (7 days) measured from day one (1) of the initial application. During the initial curing (mellowing) period, the lime treated subgrade shall be maintained at the optimum moisture content to plus (+) four percentage points. The final remix and compaction shall be completed within 168 hours (7 days) measured from day one (1) of the initial application. If the final remix and compaction are not complete within 168 hours (7 days) measured from day one (1) of the initial application than an additional lime application will be required. The additional lime application amount shall be 50 % of the original total application rate and shall be added to the lime treated subgrade in accordance with Section 11A-32. No additional payment shall be made when this additional lime application is required.
 5. For the final remix the subgrade shall be re-scarified to a depth of eight (8") inches and pulverized until all material conforms to the following:
 - a. Passing 1" Sieve 100%
 - b. Passing #4 Sieve 60%
 6. Final compaction shall be accomplished in two (2) four (4") inch lifts and compacted to at least 95% of Standard Proctor Density as defined by TEX 113-E. The allowable field moisture content at 95% Standard Proctor Density shall be maintained at optimum to plus (+) four percentage points. A curing seal of emulsified asphalt, MS-1, shall be applied to the compacted subgrade at a rate of 0.15 gallons per square yard within 24 hours of passing density tests. This is subsidiary to the lime stabilization item.
- D. No stabilizer, either concentrated or diluted, shall be allowed to enter a storm drain system or a natural waterway. The stabilizer shall be applied in a manner that prevents puddling and/or runoff. Runoff will be considered a spill. All spills shall be immediately reported to the City of Burleson's Communications & Environmental Services at (817) 426-9848 during Service Center working hours and to the Burleson Fire Department Dispatcher (817) 426-9170 during evenings and weekends. The spill shall be contained, neutralized, cleaned up, and removed from the site. Washing down the spill is not allowed. This is subsidiary to the lime stabilization item.

37 PORTLAND CEMENT STABILIZATION OF SUBGRADE:

- A. Prior to beginning any Cement modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with Texas Department of Transportation *Standard Specification for Construction of Highways, Streets and Bridges*, current edition. The cost of proof rolling shall be considered subsidiary to this item.
- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be eight (8") inches below finished grade and full width will be that distance from the fronts of gutter pans on either side of the roadway. (On roadways where full length curb and gutter are removed to be replaced during reconstruction, one (1') foot behind the back of proposed curb on each side of the roadway.)
- C. Portland cement will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Portland cement stabilization shall be applied by either the slurry or dry method. If the method used is "DRY", it shall be the Contractor's responsibility to maintain dust control during the application of Portland cement. If during application of Portland cement stabilization the Contractor has failed to maintain the dust to within limits specified by the inspector, the contractor will apply future Portland cement stabilization by "slurry method".
 - 1. It shall be the responsibility of the CONTRACTOR to regulate the sequence of work, to process a sufficient quantity of material so as to provide full depth as shown on plans, to use the proper amount of Portland cement, maintain the work and to rework the courses as necessary to meet the foregoing requirements. Cement stabilized base shall not be mixed or placed when the air temperature is below 40°F (5°C) and falling, but may be mixed or placed when the air temperature is above 35°F (2°C) and rising, the temperature being taken in the shade and away from artificial heat, and with the further provisions that cement stabilized base shall be mixed or placed only when weather conditions, in the opinion of the OWNER, are suitable.
 - 2. The cement-modified soil layer may be constructed with any machine or combination of machines and auxiliary equipment that shall produce the results meeting the requirements for soil pulverization, cement application, water application, mixing, and incorporation of materials, compaction, finishing and curing as specified herein. The CONTRACTOR shall at all times provide sufficient equipment to enable continuous performance of the work and its completion in the required number of working days.

3. Soft or yielding subgrade shall be corrected and made stable before construction proceeds. The soil and/or recycled asphalt pavement shall be so pulverized that at the completion of moist-mixing, it meets the gradation below.

- a. Cement Treated Materials-In-Place

- (1) Sieve Size 1-in. (25mm)
 - (i) Minimum Passing by Dry Weight = 100%
- (2) Sieve Size No. 4 (4.75mm)
 - (i) Minimum Passing by Dry Weight = 80%
- (3) Minimum Passing by Dry Weight is exclusive of gravel or stone retained on these sieves.
- (4) Recycled asphalt pavement shall be pulverized so that 100 percent shall pass a 2-in. (50mm) sieve.

D. Application of Cement to Materials-In-Place: Portland cement shall be spread by an approved dry or slurry method uniformly on the soil at the rate specified on the plans or as determined by preliminary laboratory tests. If a bulk cement spreader is used, it shall be positioned by string lines or other approved method during spreading to insure a uniform distribution of cement. Cement shall be applied only to such an area that all the operations can be continuous and completed in daylight within 6-hours of such application. The percentage of moisture in the soil at the time of cement application shall not exceed the quantity that shall permit uniform and intimate mixture of soil and cement during dry-mixing operations, and it shall not exceed the specified optimum moisture content for the soil and cement mixture. In the event of high soil-moisture contents, cement may be applied at one-half the specified rate when approved by the Engineer. The remainder of the application rate of cement shall be applied the following day(s), not to exceed 48-hours. The usual construction sequence shall then be resumed. No equipment, except that used in the spreading and mixing, shall be allowed to pass over the freshly spread cement until it is mixed with the soil.

1. Mixing shall continue until a homogeneous, friable mixture of the material and cement is obtained, free from all clods or lumps. The mixture shall be kept within moisture tolerances throughout the operation.
2. Compaction shall begin after mixing and after gradation and moisture requirements have been met. The material shall be compacted to at least 95-percent of the maximum density as determined by ASTM 698 Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)). At the start of compaction, the percentage of moisture in the mixture and in un-pulverized soil lumps, based on oven-dry weights, shall be within 2-percentagepoints of the specified optimum moisture content and shall be less than the quantity which shall cause the soil cement mixture to become unstable during compaction and finishing. When the un-compacted soil-cement mixture is wetted by rain so that the average moisture content exceeds the tolerance given at the time of final

compaction, the entire section shall be reconstructed in accordance with this specification at the sole expense of the CONTRACTOR. The specified optimum moisture content and density shall be determined in the field on the representative samples of soil-cement mixture obtained from the area being processed. Final moisture content shall be within minus 2 (-2) to plus 4 (+4) of optimum. Prior to the beginning of compaction, the mixture shall be in a loose condition for its full depth. Compaction shall begin at the bottom and shall continue until the entire depth of the mixture is uniformly compacted. The loose mixture shall then be uniformly compacted to the specified density within 2-hours. After the soil and cement mixture, except the top mulch, is compacted, water shall be uniformly applied as needed and thoroughly mixed in. The surface shall then be reshaped to the required lines, grades and cross section and then lightly scarified to loosen any imprint left by the compacting or shaping equipment. The resulting surface shall be thoroughly rolled with a pneumatic tire roller and "clipped," "skinned," and "tight-bladed" by a power grader to a depth of approximately ¼-in. (6mm), moving all loosened soil and cement from the section. The surface shall then be thoroughly compacted with the pneumatic roller, adding small increments of moisture as needed during rolling. When directed by the OWNER, surface finishing methods may be varied from this procedure, provided a dense, uniform surface, free of surface material, is maintained at its specified optimum during all finishing operations. Surface compaction and finishing shall proceed in such a manner as to produce, in not more than 2-hours, a smooth, closely knit surface, free of cracks, ridges or loose material, conforming to the drawn grade and line shown on the plans. OWNER shall conduct In-place density tests shall as outlined in ASTM D2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth). In-place density tests shall be performed at the rate of one-per-300-linear-ft. (one/91-m) of paving for two (2) lanes. The suitability of the modification shall be confirmed by Atterberg Limit testing at the rate of one test per 2,500 cubic-yards (one/1,910-m³) of processed material. In addition to the requirements specified for density, the full depth of the material shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed, tests as necessary will be made by the OWNER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout this entire operation the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical section shown on the plans and to the established lines and grades. Should the material, due to any reason or cause, lose the stability, density and finish before the next course is placed or the work is accepted, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

- E. *Application of Cement to Plant Mixed Cement:* Mixing and Processing of Portland cement for stabilization by plant mixing shall follow the guidelines as provided in section 37, subsections A-D.
1. Free access to the plant shall be provided to the OWNER for construction quality control. The mixture shall be hauled to the paving area in trucks having beds cleaned of deleterious material.
 2. The mixture shall be placed on a moistened subgrade in a uniform layer by any approved method of spreading that will deposit the required quantity per lineal foot, without segregation, to produce a uniformly compacted base conforming to the grade and cross-section. Not more than 30-minutes shall elapse between placement of cement treated base in adjacent lanes at any location except at longitudinal and transverse construction joints. Compaction shall start as soon as possible after spreading. Elapsed time between the addition of water to the cement treated base mixture and the start of compaction shall not exceed 60-minutes under normal conditions. The Engineer may alter this time if environmental conditions, such as temperature, humidity or wind conditions would justify such a change. Laboratory tests may be required to verify changes in compaction time limits.
- F. *Opening to Traffic.* The CONTRACTOR shall not be permitted to drive heavy equipment over completed portions. Pneumatic-tired equipment required for hauling cement and water may be permitted to drive over after the surface has hardened sufficiently to prevent the equipment from marring the surface, provided that protection and cover are not impaired. The soil-cement course may be opened to local traffic as soon as the curing seal has been applied and dusted or sanded as necessary to prevent it from being picked up by traffic. Completed portions may be opened to all traffic after 7-days.
- G. *Maintenance.* The CONTRACTOR shall be required within the limits of its contract to maintain the soil-cement treatment in good condition from the time it first starts work until all work shall have been completed. Maintenance shall include immediate repairs of any defect that may occur after the cement is applied. Such maintenance work shall be done by the CONTRACTOR at the CONTRACTOR'S expense, and repeated as often as necessary to keep the area continuously intact. Repairs are to be made in such a manner as to insure restoration of a uniform surface for the full depth of treatment. Any low area of treated subgrade shall be remedied by scarifying the surface to a depth of at least 2-in. (5cm), filling the area with treated material and compacting. Any low area of sub-base or base shall be remedied by replacing the material for the full depth of sub-base or base treatment rather than adding a thin layer of stabilized material to the completed work.

H. No stabilizer, either concentrated or diluted, shall be allowed to enter a storm drain system or a natural waterway. The stabilizer shall be applied in a manner that prevents puddling and/or runoff. Runoff will be considered a spill. All spills shall be immediately reported to the City of Burleson's Communications & Environmental Services at (817) 426-9848 during City Hall working hours and to the Burleson Fire Department Dispatcher (817) 426-9170 during evenings and weekends. The spill shall be contained, neutralized, cleaned up, and removed from the site. Washing down the spill is not allowed. This is subsidiary to the Portland cement stabilization item.

38 FLEXIBLE BASE:

- A. All flexible base shall be in accordance with the current edition of the Texas Department of Transportation *Standard Specifications for the Construction of Highways, Streets, and Bridges*.
- B. Type "A" Grade 1 Flex Base shall be used as subgrade material under the proposed HMAC pavement. An acceptable alternative to Type "A" Grade 1 Flex Base is crushed concrete. Crushed concrete shall be categorized as Type "D" Grade 1 Flex Base. Flex Base shall be thoroughly compacted and placed to a depth specified on the plans.

C. Type "A" Crushed or Broken Aggregate

| Retained on Sq Sieve | % |
|--------------------------------|---------|
| 1-3/4 in. | 0 |
| 7/8 in. | 10 - 35 |
| 3/8 in. | 30 - 50 |
| No. 4 | 45 - 65 |
| No. 40 | 70 - 85 |
| Max LL | 35 |
| Max PI | 10 |
| Wet Ball Mill, Max Amt. | 40 |
| Max Increase in passing No. 40 | 20 |

- D. Payment for Flexible Base shall include all materials, labor, equipment, hauling and placement. Measurement shall be compacted in-place plan quantities by the square yard to the thickness specified on the plans.
- E. Daily tickets will be submitted by the Contractor and signed by the inspector or his representative no later than one week after delivery of the flexible base.

39 CONCRETE CURB AND GUTTER:

- A. Concrete curb and gutter shall be placed at locations along the project where portions of the existing curb and gutter is removed. In cases where 100% of the existing curb and gutter is to be removed, it shall be replaced with the Standard 30 inch curb and gutter section. All concrete

used for curb and gutter in the City of Burleson will have a cement content of not less than five and one half (5 1/2) sacks of cement per cubic yard of concrete, 5% entrained air (\pm 1.5%), and a minimum compressive strength at 28 days of 3,600 pounds per square inch. The unit price bid for curb and gutter shall include 3-#4 bars of reinforcing steel. Expansion joints shall be placed at all intersections, P.Cs, P.Ts, driveways, inlets, other curb and gutter or every 200 feet. All expansion joints shall not be less than one-half inch (1/2") in thickness with longitudinal dowels. Dowel shall be three No. 4 smooth bars, 24 inches in length. One-half of the dowel shall be coated with asphalt and terminated with an expansion cap. All work shall be in compliance with NCTCOG Section 305.1. All loose material between the forms will be removed and the grade wetted prior to the placing of the concrete. An approved curing compound shall be applied to the surface in accordance with the Curing Specification.

40 EPOXY BONDING AGENT:

- A. Epoxy used for tie bars drilled into existing concrete shall be submitted to the project inspector for approval.

41 HOT MIX ASPHALTIC CONCRETE:

A. PAVING MIXTURES:

1. **Mixture Design:** The Job Mix Formula shall be designed by the Contractor in accordance with the requirements of this Special Provision, TxDOT Bulletin C-14 and TxDOT Test Method Tex-204-F and tested in accordance with TxDOT Test Methods Tex-201-F and Tex-202-F, with the exception that the laboratory density will be determined as a percentage of the mixture maximum theoretical density. The maximum theoretical specific gravity shall be determined in accordance with TxDOT Test Method Tex-227-F on trial samples of the mixture near optimum asphalt content and conform to the requirements herein. The Contractor shall submit the Job or Plant Mix Formula for review on forms acceptable to the City for each source of supply and type of mixtures specified. Total sand content shall not exceed 18% for Type "D" mix. The bulk specific gravity will be determined for each aggregate to be used in the design mixture. The mixture shall be designed to produce a mixture within the density and stability requirements shown below. In addition, washed gradations of the aggregate in the job mix formula shall be plotted on the 0.45 power chart for comparison with the maximum density line.
2. **Stability and Density:** The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory in accordance with TxDOT Test Method Tex-206-F and the bulk specific gravity of the laboratory compacted mixture determined in accordance with TxDOT Test Method Tex-207-

F should have the following percent of maximum theoretical density as measured by TxDOT Test Method Tex-227-F and stability conforming to TxDOT Test Method Tex-208-F:

- a. Optimum Density Range
 - (1) 95 to 97 Percent
- b. Stability, Percent
 - (1) Not Less than 42

- 3. **Types:** The paving mixtures shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. Mineral filler may also be required.

When properly proportioned, the mineral aggregate shall produce a gradation which will conform to the limitations for master grading given for the type specified unless otherwise shown on plans. The gradation will be determined in accordance with TxDOT Test Method Tex-200-F (Dry Sieve Analysis) and shall be based on aggregate only. The amount of asphaltic material shall conform to the limitations shown for the paving type specified.

| Type "B" (Fine Grade Binder of Leveling-up Course) | Percent Aggregate by Weight or Volume |
|---|--|
| Passing 1" sieve | 100 |
| Passing 7/8" sieve | 95 to 100 |
| Passing 7/8" sieve, retained on 3/8" sieve | 21 to 53 |
| Passing 3/8" sieve, retained on No. 4 sieve | 11 to 42 |
| Passing No. 4 sieve, retained on No. 10 sieve | 5 to 26 |
| Total retained on No. 10 sieve | 50 to 74 |
| Passing No. 10 sieve, retained on No. 40 sieve | 6 to 32 |
| Passing No. 40 sieve, retained on No. 80 sieve | 4 to 21 |
| Passing No. 80 sieve, retained on No. 200 sieve | 3 to 21 |
| Passing No. 200 sieve | 1 to 8 |

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight, unless specified otherwise on the plans.

| Type "D" (Fine Grade Surface Course): | Percent Aggregate by Weight or Volume |
|--|--|
| Passing 1/2" sieve | 100 |
| Passing 3/8" sieve | 85 to 100 |
| Passing 3/8" sieve, retained on No. 4 sieve | 21 to 53 |
| Passing No. 4 sieve, retained on No.10 | 11 to 32 |
| Total retained on No. 10 sieve | 54 to 74 |
| Passing No. 10 sieve, retained on No. 40 sieve | 6 to 32 |
| Passing No. 40 sieve, retained on No. 80 sieve | 4 to 27 |
| Passing No. 80 sieve, retained on No. 200 sieve | 3 to 27 |
| Passing No. 200 sieve | 1 to 8 |

The asphaltic material shall form from 4 to 8 percent of the mixture by weight, unless specified otherwise on the plans.

4. **Sampling and Testing for Field Control:** Extraction tests for bitumen content and aggregate gradation shall be made for each 500 tons produced or fraction thereof. Extraction tests shall conform to TxDOT Test Method Tex-210-F. Tests for stability of the asphalt mixture shall conform to TxDOT Test Method Tex-208-F. The mixture shall not vary from the grading proportions of the aggregate and the asphalt content by more than the respective tolerances and shall be within the limits specified for master grading.

5. **Tolerances in Relation to Approved Design:** The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances which follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be TXDOT Test Method Tex-210-F or other methods of proven accuracy.

| | | |
|---|-----|--|
| Type "B" (Fine Grade Binder of Leveling-up): | | Percent Aggregate by Weight or Volume |
| Passing 2" sieve | ±5% | |
| Passing 1¾" sieve | | ±5% |
| Passing 1¾" sieve, retained on 7/8" sieve | | ±5% |
| Passing 7/8" sieve, retained on 3/8" sieve | | ±5% |
| Passing 3/8" sieve, retained on No. 4 sieve | | ±5% |
| Passing No. 4 sieve, retained on No. 10 sieve | | ±5% |
| Total retained on No. 10 sieve | | ±5% |
| Passing No. 10 sieve, retained on No. 40 sieve | | ±3% |
| Passing No. 40 sieve, retained on No. 80 sieve | | ±3% |
| Passing No. 80 sieve, retained on No. 200 sieve | | ±3% |
| Passing No. 200 sieve | | ±3% |
| Asphaltic material | | ±0.5%/or 1.2% by vol. |

| | | |
|--|--|--|
| Type "D" (Fine Graded Surface Course): | | Percent Aggregate by Weight or Volume |
| Passing ½" sieve | | ±5% |
| Passing 3/8" sieve | | ±5% |
| Passing 3/8" sieve, retained on No. 4 sieve | | ±5% |
| Passing No. 4 sieve, retained on No. 10 | | ±5% |
| Total retained on No. 10 sieve | | ±5% |
| Passing No. 10 sieve, retained on No. 40 sieve | | ±3% |
| Passing No. 40 sieve, retained on No. 80 sieve | | ±3% |

| | |
|---|-----------------------|
| Passing No. 80 sieve, retained on No. 200 sieve | ±3% |
| Passing No. 200 sieve | ±3% |
| Asphaltic Material | ±0.5%/or 1.2% by vol. |

- B. IN-PLACE COMPACTION CONTROL: In-place compaction control is required for all mixtures.
1. Asphaltic concrete should be placed and compacted to contain no more than 8 percent nor less than 3 percent air voids unless otherwise indicated. The percent air voids will be calculated using the maximum theoretical specific gravity of the mixture determined according to TXDOT Test Method Tex-227-F. Roadway specimen, which shall either be cores or sections of asphalt pavement, will be tested according to TXDOT Test Method Tex-207-F. The same specimen shall be used for determining both the maximum theoretical density and field density. Specimens used for field density determinations shall be carefully crumbled, using heat, if necessary, and the maximum theoretical density determined as specified. If heating is necessary, the specimen shall be heated to the lowest temperature required for proper preparation of the sample. The use of nuclear field density determinations shall not be accepted as the basis for acceptance with respect to density. However, an approved nuclear gauge may be used to establish a rolling pattern.
 2. The Contractor shall be responsible for assuring that the compaction of the asphaltic concrete in place will attain between 3 and 8 percent air voids. The Contractor's responsibility for the required compaction includes the selection of rolling equipment and the selection of rolling patterns to achieve the required compaction within the guidelines provided herein. The above selections of equipment and procedures must provide the required qualities of profile, smooth riding surface, and consistent workmanship in appearance.
 3. Initial testing will be the responsibility of the City of Burleson. Any retest will be the responsibility of the Contractor. Additional information is provided in Section 11-20 of these Special Provisions.

42 TACK COAT:

- A. The unit bid prices for coarse graded base course and fine graded surface course shall include the application of a tack coat to each layer of asphaltic concrete before the next layer is applied and a tack coat shall also be applied to any exposed concrete edges that shall about any hot mix asphaltic concrete. The tack coat shall be liquid asphalt complying with the specifications of the Asphalt Institute for SS-1, MS-2 Emulsified Asphalt. The tack coat shall be applied to each layer at a rate not to exceed 0.05 gallons per square yard of surface.

43 ASPHALTIC PRIME COAT:

- A. A prime coat shall be used on the stabilized base material immediately after the base material has been compacted to specified density and cut to grade. The prime coat shall be liquid asphalt complying with the specification of the Asphalt Institute for type MS-2 Emulsified Asphalt. The prime coat shall be applied to the surface of the base at a rate of 0.20 to 0.40 gallons per square yard of surface and allowed to penetrate as far as possible. The cost of furnishing and installing the asphalt prime coat shall be considered subsidiary to the unit prices bid for hot mix asphaltic concrete.

44 REINFORCING STEEL:

- A. All reinforcing steel used on this project shall comply in all respects to "Reinforcing Steel" of the Standard Specifications for Construction of Highways, Streets and, as adopted by the Texas Department of Transportation, current edition. Payment for reinforcing steel shall be considered subsidiary to the various bid items.

45 TEMPORARY BATCH PLANT:

- A. If the Contractor chooses to construct a temporary batch plant, the following conditions (at a minimum) must be satisfied prior to approval from the City.
1. Batch plant must be permitted by Texas Air Control Board. Evidence must be presented.
 2. Batch plant must be permitted by Environmental Protection Agency (EPA). A copy of Notice of Intent (NOI) and Storm Water Pollution Prevention Plan must be on the premises.
 3. Location map must be provided indicating routes for raw material delivery.
 4. Location map must be provided indicating that the nearest recreational area, school, or residence is located at least 300 feet away.
 5. Letter of Permission must be provided by the City of Burleson of the property (on which the batch plant is to be constructed) requiring that the contractor leaves the site in as good or better condition.
 6. The start and stop dates for operation of the plant must be provided.
 7. It must be stated that the batch plant will be used to provide concrete for no other project(s) without written approval from the City of Burleson.
 8. No additional pay will be made for the temporary batch plant.

46 TESTING REQUIREMENTS (CONCRETE):

- A. The strength of the concrete shall be determined during the construction by taking a minimum of three (3) test cylinders and/or two test beams during each fifty (50) cubic yards of continuous pouring. These tests shall be conducted by an approved testing laboratory and the initial tests shall be paid for by the City of Burleson. The cost of additional testing to isolate areas not complying with the specifications shall be paid for by the Contractor.
- B. Beam strength tests permitted by the specifications for early form removal shall be conducted by an approved testing laboratory and the cost shall be borne by the Contractor.

47 CONCRETE VALLEY GUTTERS:

- A. All concrete valley gutters shall have a thickness of six inches (6"). Concrete valley gutters shall be reinforced with #4 bars on twelve inch (12") spacing in both directions. All concrete shall have a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. An approved curing compound shall be applied to the surface.

48 CONCRETE DRIVEWAYS:

- A. Driveways shall be composed of concrete having a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit bid price shall also include #3 bars on twelve inch (12") centers, or #4 bars on eighteen (18") centers both ways. An approved curing compound shall be applied to the surface.
- B. The City will replace only those existing driveways specified. Any new drives installed by the Contractor under criteria other than the above will be at his own expense.
- C. All drive connections to State Right-of Way shall use TxDOT details.

49 RECONSTRUCT DRIVES:

- A. Existing drives which will be destroyed by proposed construction and which will be reconstructed are specifically called out on the plans and construction shall conform to this special provision. After construction operations are completed in the street area, these drives shall be reconstructed to original or better condition than existed before construction and to satisfaction of the engineer. Existing surface and base materials and storm drain pipe may be reused if approved by the engineer. Where new materials will be required in order to reconstruct drives to the required condition, the Contractor shall be aware of their need and they shall be incidental to the price requested. All work shall conform to the applicable standard and special project specifications. Payment for reconstructing drives shall be a price

per square yard of typical concrete driveway or a price per square yard of exposed aggregate concrete driveway. Such price shall include all materials, labor, and supervision for the completed construction.

50 CONCRETE SIDEWALKS:

- A. **MATERIALS:** Sidewalks shall be constructed of concrete with a minimum cement content of 5 sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a compressive strength of not less than 3,000 pounds per square inch at 28 days. Reinforcing steel shall be #3 bars on 18" centers located two inches (2") below the top surface of the sidewalk. As soon as the concrete has obtained its initial set, a white pigmented approved curing compound shall be applied.
- B. **CONSTRUCTION PROCEDURE:** In general, the grade of the sidewalks shall be established with respect to the curb. Forms shall be set for all sidewalks and shall be true to line and grade. Forms shall be set to provide a cross slope of 1/4 inch per foot (2%) across the sidewalk toward the street. All forms shall remain in place at least twenty-four (24) hours.
- C. The plane of all joints shall make a right angle with the surface of the pavement. No joints shall have an error in alignment of more than one-half (1/2") inch at any point. The edges of the slab at all joints, except where the joints are sawed, shall be rounded with an edger having a radius of one-fourth (1/4") inch, except as otherwise shown on the plans. The edging shall also be done symmetrically on each section with the plane of the joint.
- D. Longitudinal expansion joints, joints used to separate new from old concrete, and all joints around all fire hydrants shall be made of conventional one-half (1/2") inch asphalt expansion joint material extending completely through the concrete unless otherwise specified on the plans.
- E. Transverse expansion joints shall be three-fourths (3/4") inch in width and be made of high grade redwood placed through the concrete at a spacing not to exceed forty (40') feet. No. 4 X 18" steel dowels shall be placed on eighteen inch (18") centers through each redwood expansion joint, one end of each dowel being wrapped or otherwise prevented from bonding to the concrete.
- F. Contraction joints shall be made in the sidewalk at regular intervals, such intervals generally being equal to the width of the sidewalk.
- G. The Contractor shall grade or fill, as necessary, along the sidewalk to match the existing ground. Care will be used to ensure that adjacent property outside the right-of-way line is protected.

51 CONCRETE SIDEWALKS WITH RETAINING WALL:

- A. When sidewalks are constructed adjacent to retaining walls, the plans shall specify if the sidewalk and retaining wall are to be constructed as separate items or as a sidewalk with wall unit. The sidewalk with wall unit shall be constructed in accordance with the City of Burleson typical details and shall be paid on a linear foot basis for various wall heights up to four (4') foot. When specified to be constructed as separate items, the limits of pay for the sidewalk shall be of the sidewalk up to the face of the retaining wall on a square yard basis. The retaining wall shall be paid under retaining wall on a cubic yard basis.
- B. Generally, location of sidewalk with retaining wall will be the same as a standard sidewalk. If necessary, the sidewalk shall be adjusted in the field, as approved by the Project Engineer, to match existing sidewalks and to avoid trees, fire hydrants, light poles, traffic signs, etc., that otherwise would be in the sidewalk.
- C. It is assumed that areas showing sidewalk with retaining wall will require a retaining wall of only about two foot. Nonetheless, as the details shows, there is a four foot maximum height allowance and the bid price shall reflect the possibility of a four foot (4') wall dependent on field conditions.

52 BARRIER FREE RAMPS:

- A. Sidewalks shall be constructed barrier free and fully accessible. Curb ramps are required at all intersections between sidewalks and streets. At driveways, the curb shall be layed down and the sidewalk section shall be maintained through the driveway. Ramps shall be constructed in accordance with the detail shown on the plans. Ramp slopes shall not exceed one inch (1") rise in twelve inches (12"). The landings shown on the details shall be constructed of concrete and paid for under the unit price bid for sidewalks. At tee intersections, a mid ramp shall be constructed as shown in the details. The ramps shall be paid for based on the unit price bid for the ramp and shall include curb and street cuts, matting, and other material used to construct the ramps, complete and in place.

53 CONCRETE MEDIANS:

- A. All concrete for concrete medians and median noses shall have a minimum thickness of four inches (4"). Reinforcement shall be #3 bars on 18" centers both ways or as shown on the plans. All Class "C" concrete shall have a minimum cement content of six (6) sacks per cubic yard and a minimum compressive strength at 28 days of 3,600 pounds per square inch. Redwood expansion joints shall be placed at the end of the nose radius and at every 40 feet. Curing and reinforcement shall be considered subsidiary to the various bid items.

54 ADJUSTMENT OR RELOCATION OF WATER SERVICES & METER BOXES:

- A. The Contractor shall be responsible for adjusting (vertical), or relocating (horizontal and vertical), and bringing to grade, water meter boxes, within the limits of this project. This shall include the adjustment or relocation of the service line on the City's side of meter (from main to the meter), the quarter bend, the curb stop or angle valve, depending on service size, and the meter. Adjustment of the customer's service line shall be performed by a licensed plumber and shall be considered subsidiary. All of the work shall be in accordance with the Standard Specifications for Waterworks and Sewerage Improvements (1997). The Contractor shall also endeavor to keep meters accessible during the project construction for reading purposes. In the event the meters are covered during construction, the Contractor shall mark their locations with stakes and shall uncover the meters within 24 hours when notified to do so by the inspector. The Contractor shall also replace cast iron meter boxes, with boxes of the following specifications (or approved equal):
- B. For Meter Boxes for 5/8", 3/4", and 1" services
 - 1. Single Mtr. Box (non-traffic) - Alliance 1200.SBTR
 - 2. Double Mtr. Box (non-traffic) - Alliance 16AMR2.DU.SB
- C. For Meter Boxes of 1.5" and 2" services
 - 1. Single Mtr Box (traffic) - Rotec D1730-18-BD5M
 - 2. Double Mtr. Box (traffic) - Rotec DFW38C-14-KSBSM
- D. Water meter boxes broken by the Contractor shall be replaced at the Contractor's own expense. If any portion of the meter box is in a concrete sidewalk, the meter box shall be relocated outside the sidewalk. The box shall be set to the finished grade of the surrounding lot. Water service and meter box *adjustments* (vertical) shall be subsidiary to the various items in the PROPOSAL. Water service and meter box *relocations* (horizontal and vertical) shall be paid for as outlined in the PROPOSAL.

55 VERTICAL ADJUSTMENT OF SANITARY SEWER MANHOLES, SANITARY SEWER CLEANOUTS, AND WATER VALVES:

- A. Prior to the application of the lime slurry, all manholes, cleanouts, and water valves shall be adjusted to approximately one foot (1') below the bottom of the proposed subgrade. Prior to the placement of any pavement, the Contractor shall verify the locations of all valves, manholes, and cleanouts. For existing manholes that are being adjusted to proposed grade, the Contractor shall replace old manhole ring and lid with new manhole ring and lid, as directed by the engineer or his representative. All manholes, water valves, and cleanouts may be blocked out or

brought to proper grade before placement of concrete pavement. Where HMAC is used, adjustment to proper grade shall be made after placement of the top layer of coarse grade binder. Valve stacks shall be ductile iron only. In the event the top of the operating nut for any valve is more than six feet (6') deep from the finished ground elevation, valve stem extensions shall be furnished and installed by the Contractor to bring the operating nut to within three feet (3') of the finished ground level. Payment for the valve stem extension shall be subsidiary to other unit prices bid in the PROPOSAL.

- B. It shall be the sole function of the Contractor to re-establish the location of all valves, manholes, cleanouts, etc. If the Contractor, through carelessness or negligence, damages any valve, manhole, or cleanout, it will be the Contractor's responsibility to replace the same. Should the Contractor fail to re-establish the location and adjust any valve, manhole, or cleanout, he will be required to perform the necessary work to raise the same at no additional charge to the City of Burleson.
- C. Where manholes, cleanouts, or gate valves are to be raised within the proposed fill slopes or in areas other than a concrete or asphalt surface, the manhole, cleanout or gate valve shall be raised at least six inches (6") higher than the proposed finished grade. An exception to this specification is in areas where the appurtenance is on private property. The engineer or its representative will give the proper height above the proposed finished grade.
- D. Where manholes, cleanouts, or gate valves are located within the alignment of a sidewalk, the following adjustments shall be made: (1) Manholes shall be flush within the sidewalk and located within construction joints creating an isolated panel for easy removal and repairs if necessary. If the manhole ring and lid are located only partially within the sidewalk and an eccentric cone will not remove it completely from the sidewalk, the manhole ring and lid shall be formed circumferentially within the sidewalk to create vertical edges. The grass side shall be planted with sod to the edge of the ring and lid. (2) Water valve boxes and cleanouts shall be raised flushed within the sidewalk. A block-out of 12" beyond all sides of the valve or cleanout shall be formed. The alignment of the block-out shall that of a 48" square rotated 45 degrees when looking perpendicular to the sidewalk. Contraction joints shall extend from the top and bottom vertices to the outer edged of the sidewalk. The contraction joints for the side vertices shall extend to meet the traverse construction joints on either side, forming a panel of four feet (4') square that will allow for removal and repairs if necessary.
- E. Except as called for on the plans, the Contractor shall not be responsible for the relocation of power poles, gas meters, telephone cable boxes and signs, gas pipeline markers, fire hydrants, light poles, traffic signs and signals, or for adjustment of the top elevation of gas and telephone manholes which are in direct conflict with improvements. If these items have not been relocated and/or adjusted at the time of construction and the plans do not require the

Contractor to adjust them, the Contractor shall inform the engineer and/or his representative of the problem.

- F. Sanitary sewer manholes may be adjusted up to 12 inches in additional height above the cone section with concrete grade rings. Adjustments over 12 inches shall be accomplished using a concrete flat top section or by using pre-cast or cast-in-place manhole sections.

56 REINFORCED CONCRETE PIPE:

- A. Pipe for storm sewers and culverts shall conform to the latest specifications for "Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe," A.S.T.M. Designations. All pipe shall be machined made by a process which will provide for uniform placement of zero slump concrete in the form of compaction by mechanical devices which will assure a dense concrete in the finished product. All excavation, bedding, jointing, and backfilling shall be done in accordance with the specifications outlined in Sections 501.6, 504.3, and 504.4 of the NCTCOG Specifications except as modified by these Special Provisions.
- B. The contractor will be required to furnish and use a laying schedule supplied by the manufacturer showing location of all bends, fittings, and beveled end joints required to accurately construct the system, including curves, as shown on the plans. The pipe will not be laid until the laying schedule has been reviewed and accepted by the City for construction purposes.
- C. The laying schedule shall be based on all pipe joints constructed to the "home" or normal position and the distance between the ends of adjacent pipe sections will be essentially uniform around the periphery of the pipe. OMNI-FLEX® (or approved equal) joint sealer shall be used on all joints and the joint gap range shall not exceed the OMNI-FLEX® recommendations for curved or straight sections.
- D. Payment for all reinforced concrete pipe shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation, including excavation, bedding, jointing, backfilling and OMNI-FLEX® (or approved equal) joint sealer. The cost of constructing concrete collars shall be considered subsidiary to the unit prices bid for reinforced concrete pipe.
- E. After the trench has been cut to depth below the barrel of the pipe, the bedding shall be brought up to a point slightly above the grade. Bell holes shall be formed, a trough scooped out to grade and the pipe laid and jointed as specified.
- F. The pipe shall be bedded in a minimum of four inches (4") of crushed stone for pipe up to 60 inches and six inches (6") for pipe 66" and larger except in rock or in wet or unstable trenches

where an additional 3 inches of crushed stone will be added to the standard bedding requirements. Crushed stone shall meet NCTCOG 504.2.2 Standard Crushed Rock - Aggregate Grade 4. River rock/gravel will be allowed as long as it meets this gradation requirement.

- G. After the pipe has been laid and the joints made, granular material of a quality satisfactory to the engineer shall be placed from the bottom of the pipe to 6" above the top of pipe. Granular material shall be defined as a free flowing, pit run sand free of stones, clay, organic material, and debris. This material shall not have a P.I. greater than 10. The material shall be placed uniformly on both sides of the pipe in order to prevent disturbance of the pipe and, if necessary, blocking shall be placed against the sides of the trench to prevent displacement of the pipe. The backfill material shall be worked under the haunches of the pipe during the time it is being placed. The material shall be mechanically compacted to 95% standard density in lifts not to exceed eight inches (8") (loose).
- H. For the specifications for the remaining backfill operations, see the Trench Backfill Special Provision.

57 CORRUGATED METAL PIPE (CMP):

- A. Corrugated metal pipe used on this project shall be bituminous coated and smooth lined helically corrugated steel pipe and pipe-arch with a continuously welded butt seam or lock seam.
- B. The pipe shall be fabricated from flat coils. The base metal, spelter coating, and fabrication shall meet the applicable requirements of AASHTO M-36. Each pipe shall have two annular corrugations rolled in each end. Each pipe shall have two lifting lugs welded to the outside of the pipe.

| Pipe Diameter | Corrugation | Gage |
|---------------|--------------------|------|
| 72" | 5" x 1" or 3" x 1" | 16 |
| 66" | 5" x 1" or 3" x 1" | 16 |
| 60" | 5" x 1" or 3" x 1" | 16 |
| 54" | 2-2/3" x 1/2" | 14 |
| 48" | 2-2/3" x 1/2" | 14 |
| 42" & smaller | 2-2/3" x 1/2" | 16 |
| Arch Pipe | 2-2/3" x 1/2" | 16 |

- C. After the ends have been rolled, the pipe shall be coated with bituminous material, inside and outside, to a minimum thickness of 0.05 inches as required by AASHTO M-190 for Type "A"

coating. The pipe shall be centrifugally lined on the inside with bituminous material to form a smooth surface which fills the corrugations to a minimum thickness of one-eighth inch (1/8") above the crests of the corrugations. The bituminous lining material shall meet the requirements of AASHTO M-190. All saddle branch fittings for the storm sewer laterals shall also have coating and lining as specified for pipe.

- D. Coupling bands shall be the same base material and spelter coating as the pipe. Bands shall be 0.064 inches thick and minimum ten and one-half inches (10-1/2") wide. Bands shall be bituminous coated and shall have two (2) corrugations for indexing in annular pipe ends. Bands 12 inch diameter through 30 inch diameter shall be one (1) piece, and 36 inch diameter through 96 inch diameter shall be two (2) piece, and 102 inch diameter through 144 inch diameter shall be three (3) piece. Band laps 12 inch diameter through 48 inch diameter shall be joined by one (1) galvanized bar, bolt, and strap connector. Band laps 54 inch diameter through 144 inch diameter shall be joined by two (2) galvanized bar, bolt, and strap connectors.
- E. The pipe shall be placed on a bedding layer of a minimum of three inches (3") of loosely placed granular material in order to provide a stable but relatively yielding cushion for the pipe. When rock excavation is encountered this bedding layer should be increased to twelve inches (12").
- F. Where the soil encountered at the established grade is a quicksand, muck, or unstable material, such unstable soil shall be removed and replaced with suitable stable material in uniform layers of suitable depth for compaction as directed by the engineer.
- G. Backfilling for the metal pipe structure is a critical phase of the construction, and strict adherence to construction methods is required. After metal pipe structure has been completely assembled on the proper line and grade and headwalls constructed when required by the plan details, granular material shall be placed along both sides of the completed structures equally, in uniform layers not exceeding six inches (6") in depth (loose measurement), wetted if required and thoroughly compacted between adjacent structures and between the structures and the sides of the pipe. Granular material, as used in this section, shall be defined as a free flowing pit run sand, free of stones, clay, organic material, and debris. This material shall have a P.I. less than ten (10). Above the three-fourths point of the structure, the fill shall be placed uniformly on each side of the pipe layers not to exceed twelve inches (12").
- H. For backfilling, until a minimum cover of twelve inches (12") is obtained, only hand operated tamping equipment will be allowed within vertical planes two feet (2') beyond the horizontal projection of the outside surfaces of the structure. Backfill shall be compacted to 90% of Standard AASHTO Density (ASTM D698).
- I. Unless otherwise shown on the plans or permitted in writing by the engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four feet (4')

of permanent or temporary, compacted fill is in place. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at no additional cost.

- J. During the backfilling operations, special emphasis is placed on the need for obtaining uniform backfill material and uniform compacted density throughout the length of the structure so that unequal pressure will be avoided. Extreme care will be taken to ensure proper backfill under the structure.
- K. Prior to adding each new layer of loose backfill material, until a minimum of twelve inches (12") of cover is obtained, an inspection will be made of the inside periphery of the structure to determine any local or unequal deformation caused by improper construction methods. If, in the opinion of the engineer, any pipe becomes deformed during backfilling operation or as result of subsequent circumstances during the project, the Contractor shall correct such deformation at his own expense and at the direction of the engineer.
- L. Any and all scratches, scrapes or other damage to the bituminous coating and lining of the pipe shall be repaired by recoating or otherwise as directed by the engineer.
- M. Payment for all Smooth Lined Corrugated Steel Pipe shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation.

58 HIGH DENSITY POLYETHYLENE PIPE (HDPE):

- A. This item shall govern the furnishing and installation of all High Density Corrugated Polyethylene Smooth Wall Pipe and associated fittings necessary for constructing all storm drain facilities, all of which shall conform to AASHTO M-294 specification for High Density Corrugated Polyethylene Pipe and Fittings. The pipes shall be of the sizes, types, and dimensions shown on the plans and shall include all connections and joints to new or existing pipes, storm sewer manholes, inlets, headwalls, and other appurtenances as may be required to complete the work. High Density Polyethylene Corrugated Smooth Wall Pipe may be used when HDPE is shown on the plans or awarded as an alternative item to Reinforced Concrete Pipe (RCP).
- B. The pipe and fittings shall be manufactured by extrusion or molding methods as called for in AASHTO M294. High density polyethylene material shall meet the requirements of ASTM D 3350 Cell Classification 335420C.
- C. Trench width shall be the minimum for proper placement and compaction of embedment and backfill.
- D. Embedment material shall be crushed rock with the following gradation:
 - 1. 0% retained on 1¼ inch

2. 95-100% retained on #10
- E. Depth of bedding material below the pipe shall be four inches minimum (6 inches in rock cuts) for all pipe sizes, unless otherwise directed by the engineer or shown on the plans. For specifications for the remaining backfill operations, see the Trench Backfill Special Provision.
- F. Manufactures recommendations for connection methods and materials necessary to accomplish tight and secure joints shall be strictly followed. This includes HDPE connections or HDPE to reinforced concrete pipe. When a connection occurs between HDPE and RCP, a concrete collar shall be used as shown in Standard Construction Details.
- G. Minimum pipe stiffness at 5% deflection shall be as stated within AASHTO M294 when tested according to ASTM D 2412. The contractor shall provide written certification from the manufacturer that the pipe and related fittings meet the minimum requirements within AASHTO M294. The pipe and fittings may be rejected for failure to meet any of this specification, and may be retested to establish conformity in accordance with the specification.
- H. Payment for HDPE shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation, including excavation, bedding, jointing, and backfilling. The cost of constructing concrete collars shall be considered subsidiary to the unit prices bid for HDPE.

59 MECHANICALLY COMPACTED TRENCH BACKFILL SPECIFICATIONS:

- A. After free moisture is gone from the embedment material, the ditch shall be backfilled with native material and compacted by mechanical methods. If hand pneumatic tampers are used, the backfill shall be placed in layers not exceeding six inches (6") in loose thickness and thoroughly compacted at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as determined by ASTM D 698. Backfill shall be placed in uniform layers completely across the trench, and compaction shall proceed in an orderly, uniform manner. If compaction is performed by the use of heavy tamping (sheep's foot) rollers, backfill shall be placed in layers not exceeding nine inches (9") in loose thickness and compacted to at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as determined by ASTM D 698.
- B. For lines under the proposed roadway and laid prior to new street construction, the backfill shall continue to within two feet (2) of the top of subgrade. At this point the trench shall be widened a minimum of one foot (1') on each side. The remaining two feet (2') shall be native material, compacted in six inch (6") loose lifts at optimum moisture content, \pm two percentage points, to a density of at least ninety-five percent (95%) of maximum dry density, as determined by ASTM D 698.

- C. The City of Burleson shall be responsible for testing during backfill operations. If a test does not meet the requirements as outlined above, the Contractor shall be responsible for additional tests until the above requirements are met.
- D. Payment shall be subsidiary to unit prices bid for pipe.

60 FLOWABLE FILL TRENCH BACKFILL SPECIFICATIONS:

- A. FLOWABLE BACKFILL: Flowable backfill shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days.
 - 1. The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent. The flowable mixture must be allowed to set prior to the placement of any overlying material.
- B. MODIFIED FLOWABLE BACKFILL: Modified flowable backfill in areas of possible future excavation such as utility installations shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 50 and 150 psi after 28 days.
 - 1. Modified flowable backfill in permanent areas such as abandoned pipe closures, abutments and embankments shall contain the same materials with an unconfined compressive strength of greater than 150 psi after 28 days.
- C. The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent.
- D. The flowable mixture must be allowed to set prior to the placement of any overlying material.
- E. The Contractor shall submit to the engineer a mix design for the type of flowable backfill to be used 10 days prior to the start of the backfill operation. When the mix design has been approved by the engineer there shall be no changes or deviation from the proportions or sources of supply except as approved by the engineer.
- F. Flowable backfill will be allowed for the following:
 - 1. Backfill

- a. Bridge abutments
 - b. Box culverts
 - c. Sewer trenches
 - d. Utility trenches
 - e. Conduit trenches
2. Structural Fill
- a. Road base
 - b. Pipe bedding
 - c. Mud jacking
3. Miscellaneous Uses
- a. Abandoned sewer mains
 - b. Soil erosion
 - c. Slope stabilization
 - d. Abandoned tank fill

61 CONCRETE:

- A. Concrete for all concrete drainage structures, manholes, and inlets shall be Class "A" with a minimum compressive strength of 3,000 psi at 28 days. A minimum of five (5) sacks of cement (Type I) shall be used per cubic yard and the maximum water-cement ratio shall not exceed 6.5 gallons per sack.
1. Concrete for channel lining and rip-rap shall also be Class "A" concrete having a minimum compressive strength of 3,000 psi at 28 days.
 2. The desired slump for Class "A" concrete shall be three inches (3") and the maximum allowable slump shall be four inches (4").
 3. Air entrainment (5 %, ± 1.5%) is required for all exposed concrete.
 4. Calcium Chloride will not be permitted. Air-entraining, retarding, and water reducing admixtures must be approved and shall conform in all respects to NCTCOG Specification Item 303.2.3.
 5. Aggregates for Class "A" concrete shall be either Grade 2 or Grade 3 for coarse aggregate, and Grade 1 for fine aggregate. Grades specified above refer to those outlined in Item 421 of the Texas Department of Transportation Specifications referenced above.
 6. Forms used in the construction, concrete placement, and concrete finishing, shall comply in all respects to the requirements of Item 420 of the above referred Texas Department of Transportation Specifications.

7. All concrete shall be cured for a minimum of four (4) curing days. The acceptable methods for curing the concrete are as follows:
 - a. FORM CURING: Forms left in place in contact with the concrete.
 - b. WATER CURING: Water curing using wet mats, water spray or ponding.
 - c. MEMBRANE CURING: Compound may be used.
- B. All weight supporting forms shall remain in place a minimum of four (4) curing days after which they may be removed if the concrete has attained a flexural strength of 500 psi as evidenced by strength tests of beam specimens cast at the time of the pour. If beams have not reached the required strength after 4 days, the forms shall be left in place 14 days.

62 REINFORCED CONCRETE BOX CULVERT:

- A. Although the PROPOSAL has indicated an item for reinforced box culverts to be paid for by the cubic yard, the Contractor may install an approved precast reinforced box culvert. Cast in place box culvert shall be constructed in accordance with TxDOT Item 462. The precast section shall be designed in accordance with NCTCOG 501.6.2. If multiple precast box sections are used, the void space between culvert walls shall be backfilled using flowable fill of at least 600 psi concrete. Flowable fill will not be paid for directly, but will be considered subsidiary to other items of construction.
- B. Measurement for payment shall be by the cubic yard of box culvert, complete in place including reinforcing steel. If precast box sections are used, the actual volume of concrete in the precast section will not be used for measurement. The cubic yards shall be calculated using the length measured between the ends of the culvert barrel along the central axis as installed or constructed. The cubic yards will then be converted from linear feet to cubic yards using the conversion charts shown on the Standard Details or on the plans.
- C. See Section 56 REINFORCED CONCRETE PIPE for joint make-up and joint sealer specifications.
- D. Payment shall be for box culvert complete in place. Payment shall be full compensation for furnishing all materials, labor and incidentals and performing all work necessary to complete the work including excavation and backfill.
- E. The box culvert shall be bedded on a minimum of six inches (6") of crushed stone except in rock or in wet conditions where an additional three inches (3") of crushed stone will be added to the standard bedding requirements

63 UNCLASSIFIED CHANNEL EXCAVATION:

- A. Channel excavation shall be in accordance with NCTCOG Specifications. Any fill required bringing the channel to the required lines, grades and cross-sections will be subsidiary to this pay item.
- B. If the channel is to be lined with concrete, the sides and bottom of the channel shall be kept at the existing moisture level after excavation and prior to placement of concrete. Moisture level shall be maintained by manual watering or other approved method. Cost of maintaining moisture level shall be considered subsidiary.

64 MANHOLES, INLETS, AND OTHER CONCRETE DRAINAGE STRUCTURES:

- A. Manholes and inlets shall be constructed to the size and location shown on the plans. Construction shall be in accordance with Item 465, "Manhole and Inlets" of the current edition of the Texas Department of Transportation Specifications except as noted on the plans or in these Special Provisions. Payment shall be made for the manholes, inlets, and other drainage structures complete in place at the unit price bid in the PROPOSAL. The payment shall include all work and materials necessary to complete the structure, including excavation and backfill. No additional pay will be made for manhole ring and lid, or grade rings. No precast manholes or inlets will be allowed unless approved by the engineer prior to construction.

65 CURB INLET:

- A. The unit price bid for curb inlets shall include all structural excavation, Class "A" Concrete, reinforcing steel, manhole rings and covers, transition curb and gutter as shown, and backfilling. Provided neat lines can be cut in the soil, outside forms will not be required from the bottom to the construction joint. All inlets will be backfilled by mechanically tamping native material in layers not exceeding six inches (6") in compacted thickness to at least ninety-five percent (95%) of Standard Proctor density (ASTM D 698).
- B. Inlet tops shall not be cast until pavement is complete. Manhole lids shall be tack welded in place with three to four equally spaced one-inch welds.

66 BACKFILL & BACKFILL MATERIAL:

- A. Backfill operations shall begin immediately following removal of the forms on the permanent improvements. All loose concrete, rocks, roots, trash, and other debris shall be removed from the excavation prior to any backfill being placed.
- B. Backfill material shall consist of the native material obtained from the street excavation unless in the opinion of the engineer, this material is unsuitable for use. The material shall not contain trash, rock, concrete, asphalt, lime shavings, gravel or other debris. Sand shall not be used for

backfill material unless the native soil in the construction area is sandy in nature. All backfill material will be considered subsidiary to the unit price bid for the permanent improvements.

- C. Backfill shall be placed in such a manner as to eliminate voids in the backfill material. The use of power equipment to place the backfill, or to bring it to grade, shall be limited to small farm-type tractors. Bring the backfill material to within four inches (4") of proper finished grade. The top four inches (4") shall be placed in accordance with Spec 11A-63 "Topsoil."

67 TOPSOIL:

- A. A minimum of four inches (4") of topsoil shall be placed on all disturbed areas adjacent to permanent improvements within the project limits. The topsoil shall be free from stone, rock, lumps, clods of hard earth, plants or their roots, sticks and other foreign material and shall be brought to the lines and grades as established by the engineer. Under no circumstances will topsoil be accepted unless it is free from the aforementioned contaminants. Contractor may use approved means of treating the topsoil to ensure its acceptability. This item shall be considered subsidiary to the other items in this project and shall not be a separate pay item.
- B. The existing topsoil from the project limits may be used if Contractor stockpiles and protects it properly. No trash, lime shavings or other foreign material, shall be added to this stockpile. Topsoil material shall be stockpiled at locations approved by the engineer, and after completion of permanent improvements, topsoil shall be placed on all disturbed areas so as to provide a minimum four-inch (4") depth of topsoil. The topsoil shall be tilled to a 1/2"-1" diameter size.
- C. The City of Burleson retains the authority to require the Contractor to provide topsoil meeting the following specification should the Contractor fail to maintain the integrity of the stockpiled existing topsoil.
- D. The soil texture shall be classified as loam or sandy loam according to the following criteria:

| | (% Passing) | (% Passing) |
|--|-------------|-------------------|
| | <u>Loam</u> | <u>Sandy Loam</u> |
| Sand (0.074 to 4.76 mm diameter) | 25-50% | 45-85% |
| Silt (0.002 to 0.074 mm diameter) | 30-50% | Less than 50% |
| Clay (Smaller than 0.002 mm) (Hydrometer analysis) | 5-25% | Less than 20% |

Soil texture shall be determined by utilizing processes as prescribed in ASTM D 422.

68 5" REINFORCED CONCRETE RIPRAP:

- A. Concrete riprap shall be used, at the direction of the engineer, for slope protection as needed, typically greater than 3:1. This work shall be paid for at the price bid per square yard, which

price shall include all excavation, slope grading and shaping, concrete, and reinforcing steel, necessary for completion of this item. Reinforcing steel shall be #3 bars on eighteen inch (18") centers both ways.

69 HYDRO-MULCH SEEDING:

- A. **DESCRIPTION:** This item shall consist of preparing ground, providing, and planting seed, or a mixture of seeds, of the kind specified along and across such areas as are designated by the engineer.
- B. **MATERIALS:** The type seed used shall be in accordance with NCTCOG Specification, Section 202.6, and approved by the engineer. All seed must carry a Texas Seed Label showing purity and germination, name and type of seed and that the seed meets all requirements of the Texas Seed Law. Seed furnished shall be of the previous season's crop and the date of analysis shown on each tag shall be within 9 months of the time of delivery to the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the engineer. Grass seed shall equal or exceed 95% purity and 90% germination.
- C. **PLANTING SEASON:** Planting of hulled bermuda grass seed shall be done between the months of April through September. The density of seeds planted shall be 80 pounds per acre. A blend of 30 pounds Rye grass and 40 pounds unhulled bermuda may be used between the months of September through April.
- D. **CONSTRUCTION METHODS:** The designated areas shall be raked, leveled and fine graded as necessary to provide a smooth uniform grade, free of ruts, depressions, humps and objectionable soil clods, prior to seeding. The area shall also be free of weeds, rubbish, and building materials. Any low areas shall also be filled to prevent ponding. All particles in the seed bed shall be reduced to less than one inch (1") in diameter or they shall be removed. The area to be seeded shall be loosened or disked prior to placement of seed in areas that appear to be overly compacted or to destroy existing vegetation, at the direction of the engineer or authorized representative. The cost of any chemical treatment to the soil in order to establish a uniform stand of grass will be subsidiary to "Hydro-mulch Seeding." Seeding of the type specified shall be performed in accordance with the requirements in NCTCOG Specification 202.6 except as hereinafter described:
 - 1. **Watering:** The seeded areas shall be watered as necessary to establish grass as described in Establishment and Acceptance of Seeding.
 - 2. **Hydro-Mulch Seeding:** In accordance with COG Specification 202.6.4.4 alternate methods for placement of seed may be used if approved by the engineer.

- E. **MEASUREMENT:** Work and acceptable material for "Hydro-mulch Seeding" will be measured by the unit bid, complete in place.
- F. **PAYMENT:** The work performed and materials furnished and measured as provided under "Measurement" will be paid for at the unit price bid for "Seeding" which price shall be full compensation for furnishing all materials and for performing all operations necessary to complete the work, including fertilizer. Once a "uniform stand of grass" is provided, the City will provide payment for the seeding. See definition of "uniform stand of grass" below.
- G. **ESTABLISHMENT AND ACCEPTANCE OF SEEDING:** Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the grass, it shall be the sole responsibility of the Contractor to establish a uniform stand of grass as herein specified. When adverse conditions such as drought, cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the City of Burleson may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of grass.
1. **Uniform Stand of Grass:** A uniform stand with complete coverage of the specified grass shall be defined as not less than one hundred-fifty (150) growing plants per square foot seeded (approximately 75% of disturbed area covered). Growing plants shall be defined as healthy grass plants of two blades or more at least two inches (2") tall.
- H. **POST-PLANTING MAINTENANCE:** Maintenance shall begin immediately after each portion of grass area is planted. It will be the Contractor's responsibility to maintain the existing grades and leave them in a true and even condition after planting. All planted areas will be protected and maintained by watering, weed control, mowing, and replanting as necessary for at least thirty (30) days after initial planting and for as much longer as necessary to establish a uniform stand with complete coverage of the specified grass.
- I. **FERTILIZER:** (Subsidiary to Seeding Item)
1. **Description:** This item shall consist of providing and distributing fertilizer over the seeded areas.
 2. **Materials:** Shall be in accordance with NCTCOG Specification 202.4.1 and Special Provisions, Landscaping Specifications, Section 14.5.C.
 3. **Construction Methods:** The fertilizer shall be pelleted or granular fertilizer and shall be applied uniformly over the entire area specified to be fertilized and in the manner directed for the particular item of work. The fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of fertilizer for the particular item of work shall meet the approval of the engineer.

- J. Unless otherwise indicated on the plans, fertilizer shall be applied uniformly at the average rate of 400 pounds per acre for all types of seeding.

70 SODDING:

- A. Grass sod shall be provided along disturbed areas of the parkways at the completion of construction and clean-up operations. Sodding is specified to be provided for but not limited to street reconstruction which includes new curb and gutter, adjacent to sidewalk construction, and along graded drainage swales. Sod limits shall be to a maximum of five feet behind the new curbs. The City of Burleson shall approve sod types with the intent of matching existing grass cover in the individual yards. Sod pallets shall be inspected before unloading to ensure quality and physical appearance of sod. If the individual sod patches display less than 75% dark green in color, it shall not be used. Sod should not be laid during the dormant time of year or during the peak of summer. THE General contractor will be responsible for the initial growth and establishment. Payment for sodding shall include the cost of leveling disturbed areas, topsoil, fertilizer and water. No separate payment will be made for topsoil, fertilizer and watering. Buffalo grass sod shall be used on all medians unless otherwise specified in the plans.

71 SLOPE EROSION CONTROL:

- A. Erosion control material shall be "Curlex Blanket" heavy jute netting such as "AMXCO Curlex Blanket," or approved equal (no plastic meshes are allowed), and shall be applied after seeding is complete. Heavy jute mesh shall be open plain weave of unbleached single jute yarn, averaging one hundred and thirty (130) pounds per spindle of 14,400 yards. Jute mesh shall be furnished in approximately ninety (90) pound rolled strips. Other criteria for jute mesh shall be as follows:
 - 1. Length- approximately seventy-five (75) yards.
 - 2. Width - forty-eight (48") inches (\pm one inch).
 - 3. 0.78 warp ends per width of cloth.
 - 4. Forty-one (41) weft ends per yard.
 - 5. Weight of cloth - 1.22 pounds per linear yard (\pm 5%).
- B. Staples shall be of No. 11 gauge steel wire formed into a "U" shape six inches (6") long.
- C. To install erosion control material on channel slopes, bury the up-channel end in a trench six inches (6") deep. After the jute is buried, the trench shall be tamped firmly closed. Using a steel tube or three-quarter inch (3/4") pipe through the paper core of the roll with a rope on each

end will enable the operator to lower the roll down the slope. The material should be applied without stretching. The material should lie smoothly, but loosely on the soil surface. In order to keep the area as smooth as possible, workers should avoid, as much as possible, walking directly on the seed bed, either before or after the jute is applied. In cases where one roll ends and another is needed, the up-channel piece should overlap the second roll by at least eighteen inches (18"). Where two or more widths are applied side by side, an overlap of at least four inches (4") shall be maintained. The material shall be brought to level area before terminating. The end shall be across the fold on twelve-inch (12") centers. Outside edges, centers, and overlaps on banks shall be stapled on two-foot (2') intervals. Each width of cloth will have a row of staples down the center as well as along each edge. On soft or sandy soil or windy areas, apply staples in alternate slanting position and space at closer intervals (12" to 18"). For extra hard soil or shale areas, use sharp pointed, hardened steel three-inch (3") fence-type staple. Outside edges shall have loose topsoil spread over them to allow for smooth entry of water. The entire jute covered area should be rolled with a smooth roller weighing fifty (50) to seventy-five (75) pounds per foot of length.

- D. Any clods, debris, etc., which hold the jute off the ground, shall be stamped into the soil. The netting shall completely cover all areas to be protected from erosion. Overlaps must be ample and well stapled so that no gapping can occur. The material shall be in intimate contact with the surface at all points. If some areas experience severe erosion, two layers shall be in intimate contact with the surface at all points.
- E. The quantity shown in the PROPOSAL is a rough estimate as the actual amount and location of the jute mesh will be determined in the field as directed by the engineer in areas where excessive slopes exist. Overlapping of material will not be paid for double.
- F. Heavy jute netting will be paid for at the unit price bid per square yard, which price will be full compensation for furnishing and placing all materials, including all labor, tools, equipment, and incidentals necessary to complete the work.

72 STEEL GUARD RAIL:

- A. For this project, the steel guard rail shall be "Galvanized Steel Beam Guard Fence" conforming to the details shown on the plans and to the requirements of Item 560, "Metal Beam Guard Fence," of the Standard Specifications for Construction of Highways, Street, and Bridges, as adopted by the Texas Department of Transportation in 2004.

73 CLEANUP:

- A. It is the intent of the Special Provisions to ensure that an adequate cleanup job be performed by the Contractor as soon during the construction procedure as possible. In particular, all curb and

gutter and sidewalk shall be backfilled as soon as possible. Before the project is accepted by the City, all rocks, stones, and other construction debris shall be removed. All necessary cleanup work shall be considered subsidiary to the various bid items on this contract.

74 FINAL INSPECTION:

- A. The engineer will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the engineer at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance will be made.

75 TOWING OF VEHICLES:

- A. The Contractor shall follow applicable City of Burleson Ordinances should it be determined that vehicles parked upon a City street must be moved in order to perform street maintenance or construction.

76 TRAFFIC SIGNAL CONDUIT:

- A. MATERIAL: All plastic conduit shall be schedule 40, rigid, high impact polyvinylchloride, conforming to Federal Specification W-C-1094 and Underwriters' Laboratories, Inc., Standard UL=651.
- B. CONSTRUCTION METHODS: Prior to the installation of conduit, the City of Burleson shall be notified so that a representative may be present to inspect the installation of the conduit. Failure to contact the City of Burleson shall constitute grounds for rejecting conduit which has been installed without the presence of a representative of the City of Burleson.
 - 1. All conduit shall be placed in accordance with line and grade, details and dimensions as shown on the plans, or as directed by the engineer. All ends of pipe shall be reamed to remove burrs. All splicing of conduit shall be done by using standard couplings manufactured for this purpose. All bare ends of conduit for future connections by others shall be capped with standard conduit caps. The location of ends of all conduit for future electric circuits in structures shall be marked by a "Y" at least three inches (3") high, cut into the face of curb, gutter or wall directly above the conduit.
 - 2. All conduit shall be placed a minimum of six inches (6") below the bottom of the pavement base, ten inches (10") for non-metallic conduit and in no case shall be of a greater depth than thirty inches (30") measured from the top of curb. Installation under existing pavements may be accomplished by jacking, tunneling, or drilling. Conduit shall extend six inches (6") behind back of curb unless otherwise called for on the plans.

3. Conduit in medians shall be placed in the median at a depth of eighteen inches (18") to thirty inches (30") as shown on the plans. Where pull boxes or junction boxes are required in medians which are to be surfaced, they shall be installed by the Contractor at the location and grade as shown on the plans or as directed by the engineer.
 4. All necessary fittings for proper installation of conduit in the pull-box shall be furnished and installed by the Contractor. Where it is required that pull-boxes be installed, the conduit shall be fitted with standard ninety degree (90°) ell fittings to enter the pull-box from the bottom. A nipple shall be attached to the ell of sufficient length so that the distance from the top of the pull-box to the end of the nipple shall be eight inches (8").
 5. A No. 9 galvanized pull wire shall be placed in all conduit; and prior to the placement of paving, the wire shall be moved back and forth to ensure that the conduit is free from obstructions. Before final acceptance of the conduit work, this method of checking shall again be incorporated to ensure that the paving operations have not rendered the conduit useless. It shall be the Contractor's responsibility to remove and replace all damaged conduit at his own expense.
 6. All plastic conduit shall have factory bends.
 7. Conduit locations shown on the plans are for bidding purposes only and may be changed with permission of the City of Burleson to avoid underground obstacles. The Contractor shall furnish and install conduit to an electrical service point to be determined by the City of Burleson prior to the beginning of construction.
- C. **MEASUREMENT AND PAYMENT:** Conduit of the size specified on the plans shall be measured by the linear foot along the main line of conduit. Fittings shall not be measured directly but shall be considered subsidiary to this item.
1. Conduit, as measured in this item, shall be paid for at the unit price bid for "conduit" of the size specified, which prices shall be full compensation for furnishing and installing all conduit, for all excavation, for all gravel backfill, for furnishing and installing all fittings, for furnishing and installing pull-boxes, and for all labor, materials, tools, equipment, and incidentals necessary to complete the work.

77 SPRINKLER RELOCATIONS:

- A. Sprinkler relocations may be required on this project. Prior to construction, the Contractor and inspector shall identify and document the sprinkler systems that will be affected by the construction of the project. The Contractor shall contact the owner of each sprinkler system and arrange to test each system. In the presence of the inspector, the Contractor shall:
 - (1) determine if the system functions properly,
 - (2) identify the layout of the system and,
 - (3)

document in writing the layout and function of the system. The work described above is required by the Contractor for all projects and should be considered subsidiary to the unit prices bid for other items.

- B. If the Contractor is responsible for actual irrigation relocations, a dollar amount will be included in the PROPOSAL to reimburse the Contractor for any required sprinkler relocations. The amount is only an estimate. Prior to beginning construction, the Contractor shall contact the City of Burleson of each sprinkler system and arrange to test each system. When construction activities approach a sprinkler system, the Contractor shall cut all feed lines to the system and salvage existing sprinkler heads for re-use (if possible). The feed lines shall be cut at the right-of-way line. All of these activities shall be coordinated with the inspector. The Contractor shall obtain a licensed irrigator to repair or replace sprinkler systems with equal or better materials as the existing system. The Contractor shall submit copies of monthly invoices from the licensed irrigator for all sprinkler work performed during the month. Payment will only be made based on the invoices submitted; therefore, the full dollar amount included in the PROPOSAL for sprinkler relocations may or may not be paid. No payment will be made for adjustments except those determined necessary by the inspector. All sprinkler systems affected must be fully functional prior to final acceptance of the project.

78 PROJECT SIGNS:

- A. The Contractor on this project shall provide and erect up to two (2) project signs as required.
- B. Generally, project signs shall be located at the beginning and end of the project and on major intersecting streets. Locations of signs and specific information on signs shall be approved by the inspector prior to fabrication of signs.
- C. Signs shall be substantially in accordance with the sample drawing enclosed as part of these Special Provisions. Construction shall be on 3/4 inch weatherproof (marine) 4'x8' plywood and the painting shall be accomplished with good quality paint which will not weather or fade during the life of the contract. Sign colors shall be as indicated on the sample drawing.
- D. A City of Burleson logo shall be incorporated into each project sign at the left end of the plywood signboard as indicated on the enclosed sample drawing.
- E. Signs shall be placed in prominent locations and maintained in good condition until the completion of the project. Damaged or defaced signs will be repaired or replaced within two (2) calendar days at the Contractor's expense. The cost of the plywood sign(s) shall be considered subsidiary to the unit prices bid on this project.

79 SIGNS FOR BUSINESSES:

- A. Weatherproof signs directing motorists to adjacent business entrances shall be provided by the Contractor and used during construction at locations directed by the project engineer. The signs shall be white with red letters and include the business name, shall be approximately 18 inches by 24 inches and have lettering at least six inches tall. The sign shall be placed such that it is visible from the street to help direct patrons to adjacent businesses, but shall not obstruct traffic visibility for vehicles exiting the driveway. It will be the Contractor's responsibility to maintain the signs until such time as the project engineer agrees they can be removed. A bid item has been included which shall cover all costs related to fabricating, installing, and maintaining the signs.

80 USE OF CITY PARKS:

- A. The Contractor shall obtain written permission from the Parks and Recreation Department prior to the use of City park property for access or for the storage of machinery, equipment, materials, and/or supplies. Any damage incurred to City park property, by unauthorized use by the Contractor, will be the responsibility of the Contractor to repair in an equal or better condition. Payment to the Contractor may be withheld until the damage is repaired and/or payment for the damages has been made.

81 STORM WATER MANAGEMENT (CONTRACTOR PROVIDE)

- A. This project is subject to the Texas Commission on Environmental Quality's (TCEQ) General Permit requirements for construction projects, through the Texas Pollutant Discharges Elimination System (TPDES) Program. The Contractor shall be required to submit a "Notice of Intent" (NOI) to TCEQ prior to the start of any construction activity on projects 5 acres and larger. The contractor shall provide the city a copy of the approved NOI. The City of Burleson will submit its own "Notice of Intent (NOI)" to TCEQ. On projects 1 acre and larger but less than 5 acres the contractor shall be required to submit a "TCEQ Site Notice" to TCEQ prior to the start of any construction activity. The information contained in the NOI's and TCEQ Site Notices shall be in accordance with the TPDES General Permit Regulations.

The Contractor shall provide a site specific "Storm Water Pollution Prevention Plan" (SWPPP), in accordance with the TPDES General Permit Regulations, prior to submitting either a NOI or TCEQ site notice. The SWPPP shall be prepared and certified by a licensed professional civil engineer who is familiar with the TCEQ TPDES General Permit requirements. The SWPPP shall be subject to approval by the City and/or TCEQ. The SWPPP shall contain information as required by the TPDES General Permit Regulations, including, but not limited to:

1. Site Description - including a site map, description of construction activity, estimate of disturbed area, runoff coefficient, and name of receiving waters.

2. Description of Controls - including plans for controlling erosion and sedimentation caused by construction activity by utilizing hay bales, silt fences, detention/retention structures, check dams, sand bag barriers, or other approved best management practices.
 3. Construction Implementation - including phasing of construction activities and corresponding sequencing of erosion/pollution control measures. The Contractor shall perform his construction operations in accordance with best management practices to control erosion/pollutants in storm water discharges during construction.
 4. Information on endangered species and critical habitat.
 5. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- B. Payment for the preparation and submittal of the NOI and the SWPPP, including any revisions necessary throughout the duration of the construction contract, shall be considered subsidiary to other items bid.
- C. The following shall be maintained on the project site by the Contractor at all times:
1. Post near main entrance to project site or at project site office:
 - a. NOI or TCEQ site notice depending on project size.
 - b. Local contact person with phone number.
 - c. Brief description of project.
 - d. Location of SWPPP if site is inactive or does not have an on-site location to store the plan.
 2. SWPPP including any revisions.
 3. Copy of the TPDES General Permit TXR150000.
 4. Inspection reports for inspections performed every 14 days and within 24 hours after every ½ inch rain.
 5. Record of construction activities:
 - a. Dates when grading activities will occur.
 - b. Dates when construction activities will temporarily and/or permanently cease on a portion of the project.
 - c. Dates when ground cover will be initiated on disturbed areas.
 6. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including

- storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- D. A Notice of Termination (NOT) must be submitted to TCEQ 30 days of project completion on all 5 acre or larger projects.
- E. Payment shall be a lump sum bid item and dollar amount in the PROPOSAL. This amount shall include complete payment for the physical erosion/pollution control measures throughout the duration of the construction contract, as delineated in the approved SWPPP. This amount also includes removal of all items and structures constructed for storm water pollution protection at completion of the project when called to do so by the engineer or representative.
- F. The erosion control measures must be in place on the project prior to being authorized for any other construction activity. Any stockpiles of unusable items and/or excavated materials shall be removed from the project site within seven days. In case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs will be deducted from any money due or to become due to the Contractor.

82 FINAL QUANTITIES:

- A. The Contractor is required to be present when final quantities are measured by the inspector. The inspector will coordinate with the Contractor to schedule a mutually agreeable date and time (including Saturdays) to perform the final measuring. If the Contractor chooses not to be present when final quantities are measured by the inspector, the Contractor agrees to accept the inspector's measurements or reimburse the City for time the inspector spends re-measuring any portion of the project.

83 PUBLIC MEETING:

- A. Prior to start of construction, a public meeting may be held for this project. The purpose of the meeting will be to explain the project to affected citizens and answer questions. A representative of the Contractor, knowledgeable of the project, shall attend the public meeting. The representative will be introduced and will be called on as necessary to assist in answering questions.

84 PRE-CONSTRUCTION MEETING:

- A. A Pre-Construction Meeting shall take place prior to construction. This meeting will cover all of the aspects usually covered in the pre-construction meeting, but is also designed to build relationships between the City of Burleson representatives and the Contractor's representatives

who will work together on a daily basis. Issues will be discussed related to the chain-of-command, areas of special concern, and coordination expectations. It is the City of Burleson's hope that this meeting promotes a partnership between the Contractor and the City that lasts throughout this project, making the project more pleasant for the Contractor, the City of Burleson, and the affected property owners/occupants.

85 CONSTRUCTION MEETING:

- A. Once construction begins, project construction meetings may be held for this project. A representative of the Contractor, knowledgeable of the project, shall attend the construction meetings. The engineer will schedule the time and location, and determine the frequency of these meetings.

86 TEMPORARY STREET REPAIR FOR STORM DRAIN:

- A. A temporary driving surface shall be required on all street cut openings. It shall be composed of permanent type paving material, specifically excluding gravel or flexbase as the surface material, unless approved by the engineer. Four (4) inches of flexible base shall be placed to a level 2-inches below the existing surface. A 2-inch hot mix asphaltic concrete (Type D) surface shall then be placed by the Contractor as soon as possible after completing the backfill, but always within 5 working days after completion of the work involving the cut. Any temporary surface that fails to provide an acceptable driving surface shall be removed and replaced at the Contractor's expense, as directed by the engineer. Payment for this item is considered subsidiary to other bid items and shall not be a separate bid item.

87 PROTECTION OF ADJACENT LANDSCAPING IMPROVEMENTS:

- A. The Contractor shall be responsible for the protection of any existing landscaping improvements in the medians and parkways adjacent to the project including but not limited to trees, shrubs and irrigation from damage by Contractor's equipment or personnel. If the Contractor damages any of the landscaping improvements, the Contractor shall be responsible for replacing and/or repairing the improvements prior to processing the final pay estimate for the project. If the Contractor feels any of the landscaping improvements are in conflict with the project and must be removed or have prior damage, the Contractor shall coordinate this with the project inspector prior to removal of any landscaping improvements.

88 RESTORATION OF EXISTING PAVED SURFACES:

- A. The Contractor shall be responsible for maintenance of existing paved roadway surfaces within the project limits throughout the duration of the project. The Contractor shall perform daily inspections and restoration work required to provide an acceptable driving surface, as determined by the engineer. Restoration of paved surfaces shall be of asphalt, unless otherwise

approved by the engineer. Should the Contractor be notified by the City of unacceptable roadway conditions, the Contractor shall restore the surface within 24 hours. Should it become necessary for the City to provide for the restoration of the surface, the cost of such shall be deducted from the monthly estimate. All asphalt for restoration of existing paved surfaces shall be considered subsidiary to the various bid items on this contract.

89 REPLACEMENT/ RELOCATION OF FENCES:

- A. The Contractor shall be responsible for damages involved with existing fences that may be within the limits of construction as outlined in the plans and the Contract Documents and payment shall be considered subsidiary to items within the PROPOSAL. If it is necessary to replace or relocate a fence as part of the Contract, compensation for this work item shall be paid by the City to the Contractor as a lump sum price. The price shall be considered full compensation for all labor, materials, tools, and any other incidentals necessary to complete this work to the limits shown including the removal of existing fence, erection and installation of all new and existing fencing material, and cost for such new materials as required to complete the item to its original condition or better. No additional payment will be due to the Contractor for this item of work and Contractor shall verify for himself the amount of fence to be removed and replaced as shown on the plans and in accordance with this specification prior to preparing a bid price. Non partial payment for this work will be made. Contractor will be paid in full upon successful completion of this item and approval by the City.

90 RELOCATION / REPLACING OF MAIL BOXES: (POST OR BRICK):

- A. This provision shall cover all the labor and materials necessary to temporary relocate mailboxes indicated on the plans and within the Contract Documents. Contractor shall be responsible for repair or replacement in the event of damage during the movements and return of the mailboxes to their original condition or better. The Contractor will restore the ground and surface area disturbed during relocation of the mailboxes back to original condition or better after returning the mailboxes to their original locations. Concrete bases for posts or foundations of minimum 2000 psi strength shall be provided to support the mailboxes. Mailboxes shall be positioned per the attached specifications provided by the United States Postal Service. Compensation for this work shall be considered full compensation for all labor, materials, tools, and any other incidentals necessary to fulfill the requirements of the plans and specifications. No partial payments shall be made. Contractor will be paid in full upon successful completion of this item and approval by the City.

SPECIAL PROVISIONS – WATER & SANITARY SEWER

1 PURPOSE OF SPECIAL PROVISIONS:

- A. This project shall be constructed in accordance with the latest revision of the Standard Specifications For Public Works Construction, as outlined by The North Central Texas Council of Governments (NCTCOG), as it may be amended from time to time, hereinafter referred to as "Standard Specifications;" provided that where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.
- B. The Special Provisions are included herein for the purpose of adapting the Standard Specifications to the project which is the subject of this agreement and of adding thereto such further provisions as may be necessary to state the agreement in its entirety. References in parentheses following headings indicate the corresponding section of the Standard Specifications.

2 SCOPE OF WORK:

- A. The work governed by these specifications is located in the city of Burleson, Texas and consists of the relocation of a 12" waterline and fire hydrant in preparation for the expansion of state highway 174. All work shall be bid and installed complete and in place as outlined within the Contract Documents and Specifications.
- B. The intent of the contract documents, including the Standard Specifications, Special Provisions, and other instruments, documents, drawings, maps, etc., comprising the Plans and Specifications, is to describe a completed work to be performed by the Contractor under the contract as an independent contractor.
- C. The work shall be performed subject to the right of inspection of the Deputy City Manager or authorized representative. Any provision of the agreement vesting in the Owner or Engineer the right of supervision or inspection is understood by the parties hereto to be for the purpose of ensuring that the Plans and Specifications are complied with and that the completed work is obtained as therein described, and no such provision shall be interpreted as vesting in the Owner or Engineer the right to control the details of the work.

3 WARRANTY SERVICE CLAUSE:

- A. Under the terms of the warranties which arise from these contract documents and/or the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Burleson. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract documents, either the City of Burleson or its designee may, after seven (7) day's written notice to contractor, correct and remedy any such deficiency.

4 DISPOSAL OF EXCESS MATERIAL:

- A. Excess material resulting from construction shall be removed and disposed of by the Contractor. The location of suitable disposal sites is solely the responsibility of the Contractor; the Owner shall in no way be responsible for the actions of the Contractor. No dumping will be allowed in flood plains or below the 100-year flood elevation of drainage ways.

5 INGRESS AND EGRESS:

- A. The Contractor shall try at all times to keep private drives and roadways along the street open to citizens and to provide residents with ingress and egress to their property. It is not the intent of this provision to work a hardship on the Contractor or his forces, and it is realized that there will be times when it is impossible to provide ready access to all property; however, the Contractor will attempt to keep drives open as long as it does not, in the opinion of the engineer, interfere with the progress of the work. At the end of each work day, the Contractor shall leave the job in such condition so that the street and drives are open to the public. In case of rain, the Contractor shall have men and equipment on the job to help cars that might become stuck as a result of the construction and to help provide ingress and egress.

6 SAFETY REQUIREMENTS:

- A. The Contractor shall exercise reasonable precautions, at all times, for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, States, and Municipal Safety Laws and Building and Construction Codes. In particular, the Contractor must review and abide by the Occupational Safety and Health Act (OSHA) and amendments thereto.

7 INVESTIGATION OF LOCAL CONDITIONS:

- A. Prior to the submission of the proposal, the Contractor shall have made a careful examination of the site of the work and of the contract documents, including the plans and specifications, and shall become informed as to the location and nature of the proposed construction, the kind of facilities required before and during the construction period, labor conditions, and all other matters that may affect the cost and time of completion of the work. Particular attention is called to the fact that all excavation will be unclassified and the Contractor is expected to satisfy himself fully as to the nature of the excavation.

8 CHANGE OF LOCATION:

- A. No change in the alignment is contemplated; however, should a change be necessary, the owner reserves the right to make such change. Any such changes will be compensated for at the unit prices bid for materials actually installed.

9 GUARANTEE:

- A. The Contractor shall guarantee all work for a period of two years from the date of written acceptance by the owner. Damage or leaks due to acts of God or from sabotage and/or vandalism are specifically excepted from this guarantee.
- B. When defective material and workmanship are discovered, required repairs are to be made under this guarantee and all such repair work shall be done by this Contractor at his own expense immediately after notice has been given him by the owner. Should the Contractor refuse or fail to make the repairs within one day thereafter, the Owner may make the necessary repairs and charge the Contractor with the actual cost of the labor and materials required.

10 POLY-VINYL CHLORIDE (PVC) WATER PIPE AND FITTINGS:

- A. SCOPE: The poly-vinyl chloride (P.V.C.) water pipe shall in all respects comply with the latest revision of A.W.W.A. Standard C900 for DR 18 (Class 150) P.V.C. pressure pipe, Standard C905 for DR 18 (235 psi Pressure Rating) P.V.C. pressure pipe. All fittings shall be mechanical joint ductile iron fittings.
- B. MATERIALS: Pipe shall be made from clean, virgin, approved Class 12454 or 14333 P.V.C. compound conforming to ASTM resin specification D 1784.
- C. PIPE: All pipe shall be suitable for use as a pressure water conduit. The pressure classifications refer to the maximum hydrostatic pressure to which the pipe shall be subject in normal operations.

- D. FITTINGS: Fitting joints shall be mechanical joints with Mega-Lug restraint glands. Lug Nuts and Bolts, and nuts for MJ fittings shall be of high-strength, corrosion-resistant, low-alloy steel and shall conform to ASTM A325 High Strength bolts for Standard Steel Joints or shall be stainless steel in accordance with ASTM A304.
- E. PLACEMENT: Water lines to be constructed in this project will typically be installed parallel to and at a distance of 2.5 Feet from the existing main measured between centerlines. The existing water main is to remain in service during construction until the new line is fully tested and approved by the City of Burleson for service transfer. All embedment and backfill materials shall be subsidiary to these items.
- F. ALTERNATIVE PLACEMENT: Per project specifications, water lines may be placed in location of existing water lines. A temporary above ground water system shall be installed to service existing meters while the existing water lines are removed and replaced. A pay item will be provided for the installation, sterilization and connection of the temporary above ground water system.

11 POLY-VINYL CHLORIDE (P.V.C.) SEWER PIPE AND FITTINGS:

- A. SCOPE: This specification designates general requirements for unplasticized poly-vinyl chloride (P.V.C.) plastic gravity sewer pipe with integral wall bell and spigot joints for the conveyance of domestic sewage. The pipe and fittings shall be SDR 35 P.V.C. as specified in ASTM D 3034, latest revision.
- B. MATERIALS: Pipe shall be made from clean, virgin, approved Class 12454 BC P.V.C. compound conforming to ASTM resin specification D 1784. Clean reworked material generated from the manufacturer's own production may be used.
- C. PIPE: All pipe shall be suitable for use as a gravity sewer conduit. Provisions must be made for contraction and expansion at each joint with a rubber ring. The rings shall securely lock the solid cross section rubber ring into position or approved equal. Standard lengths shall be 20 feet and 13 feet \pm 1 inch.
- D. FITTINGS: All fittings and accessories shall be as manufactured and furnished by the pipe supplier or approved equal and have bell and spigot configurations identical to that of the pipe. Adapters appropriate for the existing pipe material shall be used to tie proposed pipe into existing pipe for the service lines and laterals. No separate payment will be made for adapters, tees, bends, or other necessary fittings used in the installation of this line, but shall be considered subsidiary to the unit prices bid for pipe and services.
- E. PHYSICAL AND CHEMICAL REQUIREMENTS: Pipe shall be designated to pass all tests at 73 degrees F (\pm 3).

- F. PIPE STIFFNESS: Minimum "pipe stiffness" (F/Y at 5% deflection) shall be calculated in accordance with ASTM Designation D 2412. External Loading Properties of Plastic Pipe by Parallel-Plate Loading.
- G. JOINT TIGHTNESS: Assemble two sections of pipe in accordance with the manufacturer's recommendations. Subject the joint to an internal hydrostatic pressure of 25 psi for one hour. Consider any leakage failure of the test requirements.
- H. FLATTENING: There shall be no evidence of splitting, cracking, or breaking when the pipe is tested as follows:
 - 1. Flatten specimen of pipe, six inches (6") long between parallel plates in a suitable press until the distance between the plates is forty percent of the outside diameter of the pipe. The rate of loading shall be uniform and such that the compression is completed within two to five minutes.
- I. DROP IMPACT TEST: Pipe (6" long section) shall be subjected to impact from a free falling tup (20 lb. Tup A) in accordance with ASTM method D 2444. No shattering or splitting (denting is not a failure) shall be evident when the following energy is impacted:

| | | | | | |
|--------------|----|-----|-----|-----|-----|
| NOMINAL SIZE | 4" | 6" | 8" | 10" | 12" |
| Ft. - Lbs. | | 150 | 210 | 210 | 220 |
- J. ACETONE IMMERSION TEST: After two (2) hours immersion in a sealed container of anhydrous (99.5% pure) acetone, a one-inch (1") long sample ring shall show no visible spalling or cracking. (Swelling or softening is not a failure when tested in accordance with ASTM D 2152.)
- K. PLACEMENT: The sanitary sewer lines constructed in this project are replacements for existing lines. The new line in most locations will be laid in the alignment and/or grade of the existing sewer. The Contractor will have to provide for the existing sewage flow at all times during construction operations. This will probably require additional fine crushed stone or filter fabric for support of a wet trench bottom. All services shall be reconnected as the line is laid and should drain at all times. Contractor will make temporary closure to the existing upstream sewer each day as he stops laying new sewer. All embedment and backfill materials shall be subsidiary to these items.

12 LOCATION AND PROTECTION OF EXISTING STRUCTURES AND UTILITIES:

- A. In the preparation of plans and specifications, the Owner has endeavored to indicate the location of existing underground utility lines which are known. No attempt has been made to show minor lines or services lines. It is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of the construction, the Contractor shall call 811 for

utility locations. The Contractor shall uncover and determine the elevation and location of all conflicts well ahead of the trench excavation.

- B. Where excavation endangers adjacent structures and utilities, the Contractor shall, at his own expense, carefully support and protect all such structures and/or utilities so that there will be no failure or settlement. Where it is necessary to move services, poles, guy wires, pipe lines, or other obstructions, the Contractor shall notify and cooperate with the utility owner.
- C. In case damage to any existing structure or utility occurs, whether failure or settlement, the Contractor shall restore the structure or utility to its original condition and position without compensation from the Owner. All costs of temporarily or permanently relocating the conflicting utilities shall be borne by the Contractor without extra compensation from the Owner.
- D. If in the opinion of the engineer, concrete backfill is necessary for the support of the utility lines crossing trenches, the engineer may direct 1500 psi concrete backfill be used.
- E. Payment will be considered subsidiary to pipe installation as outlined in the PROPOSAL.

13 PIPE HANDLING:

- A. Pipe, fittings, valves and other accessories shall at all times be handled with care to avoid damage. In loading and unloading they shall be lifted by hoists, cranes or rolled on skidways in a manner which avoids sudden shock. Under no circumstances shall pipe be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground. Pipe shall be placed on the site of the work parallel with the trench alignment and with bell ends facing the direction in which the work will proceed.
- B. Proper implements, tools, equipment and facilities shall be provided and used by the Contractor for the safe and correct prosecution of the work. All pipe, fittings, specials, valves, etc., shall be lowered into the trench by means of a suitable machine and shall not be rolled or dumped into the trench. The equipment shall have sufficient capacity to handle the pipe. The method of construction shall be subject to the City's approval. Before being lowered into the trench, each joint of pipe shall be inspected and any unsound or damaged pipe shall be repaired or rejected.
- C. Pipe shall be kept free of all debris during the laying operation. The pipe shall be swept or swabbed prior to installation. The swab should be of a design acceptable to the City. At the close of each operating day the open end of the pipe shall be effectively sealed against the entrance of all objects, especially water. No pipe shall be laid in water or when the trench conditions or the weather are unsuitable for such work, except in an emergency and then only upon permission of the City.

- D. All pipes shall be laid accurately to established lines and grades with valves and fittings at the required location and with joints centered and spigots pushed home. Where it becomes necessary to make deflections in line of the pipe, sections of pipe beveled ends or fabricated fittings shall be used. Minor deflection of the line of the pipe may be obtained in standard pipe joints; however, the maximum joint opening caused by such deflection shall not exceed the recommendations of the pipe manufacturer. Random length pipe and/or grade adapters may be used to make unforeseen changes in the field.

14 PLUGGING EXISTING LINES:

- A. Plugs shall be inserted into the bells of all dead-end fittings. Spigot ends of fittings and plain ends of pipe shall be capped. Thrust blocking shall be provided at all dead ends of pipe that are capped or plugged. Capped or plugged outlets to fittings shall be tied to the fittings and shall be restrained according to the fitting manufacturer's recommendations. Where specified, the existing valves, lines, and/or tees shall be plugged. Unit price bid for plugging existing lines shall include the cost of all labor and material necessary to do this work.

15 RELOCATION OF EXISTING FIRE HYDRANTS:

- A. The unit price bid for relocating existing fire hydrants shall include the cost of the necessary fittings and extensions to relocate the fire hydrants as specified on the plans and to adjust them to the finished top of curb grade.

16 SALVAGING EXISTING FIRE HYDRANTS:

- A. Existing hydrants shall be salvaged and returned to city service center. All existing fire hydrants called to be replaced as completely new including valves.

17 2:27 CONCRETE BACKFILL MATERIAL:

- A. 2:27 Concrete Backfill Material shall be composed of concrete containing two bags of Portland Cement per cubic yard of concrete, and the slump of the concrete shall be as designed by the engineer. Aggregate shall be a free flowing well-graded granular material passing a 1½" screen and free from sticks, lumps, clay balls, and organic matter. Cement treated base (CTB) or sand (CTS) may be substituted for the 2:27. If CTS or CTB is used, it shall be sufficiently moist to set up and should be placed the same day it is delivered.
- B. 2:27 Concrete, CTS or CTB Backfill Material shall be used as designed on the plans or at such additional locations determined by the engineer and shall be paid for at the unit prices bid for 2:27 Concrete, CTS or CTB Backfill Material or as included in the unit price bid for Street Backfill.

18 EMBEDMENT REQUIREMENTS FOR WATER PIPE:

- A. All P.V.C. pipe and pre-tensioned concrete cylinder water pipe shall be embedded per standard water detail Class "C." All P.V.C. and Pre-tensioned Concrete Cylinder Water Pipe shall be surrounded by and embedded in a six-inch (6") minimum encasement of granular material. Prestressed concrete cylinder water pipe shall be embedded in select material from ¼ of the outside diameter from the bottom to six inches (6") over the top of the pipe. The pipe shall be laid on six inches (6") of granular embedment which shall extend to ¼ of the outside diameter from the bottom.
- B. The embedment material shall consist of fine, granular material. Fine granular material shall be defined as free flowing sand or like material, or mixed sand and pea gravel, free from large stones, clay, and organic material. The embedment material shall be such that when wet, it will not form mud or muck. This material may be an inferior grade of "pit-run" sand, not normally considered satisfactory for construction purposes, and may be used directly from pits without processing but shall meet the requirements set forth above.
 - 1. Embedment material shall meet the following requirements:
 - a. All material shall pass a one-inch (1") sieve and at least eighty percent (80%) shall be retained on a No. 100 sieve.
 - b. The plasticity index of such part of the material which passes a No. 40 sieve shall not be greater than two (2).
- C. Embedment material from any source shall be of a fairly uniform quality. Such material shall be furnished and placed by the Contractor. Payment for furnishing and installing this material will be considered subsidiary to the unit price bid per linear foot of pipe. No separate payment will be made for this work.
- D. Initial bedding and embedment shall be placed to a depth of minimum 6" below pipe (Bell) and minimum 6" above the pipe. Bell holes shall be formed, a trough scooped out to grade, and the pipe laid and joined as specified.
- E. Native material shall be placed on top of the embedment material to subgrade elevation. Material shall be placed in loose layers as outlined in Section 11B-24.

19 EMBEDMENT REQUIREMENTS FOR POLY VINYL CHLORIDE (PVC) SANITARY SEWER PIPE AND FITTINGS:

- A. The minimum bedding and embedment for PVC sewer pipe is class "B" embedment as indicated in the Standard Specifications. The granular embedment material shall be compacted to ninety five (95%) percent Standard Proctor Density by being placed in six-inch (6") lifts and hand or mechanically tamped BEFORE the native material is placed in the ditch.

B. The embedment material shall consist of durable particles of crushed stone, free from frozen material or injurious amounts of salt, alkali organic matter or other material free either free or as adherent coating and its quality shall be reasonably uniform throughout.

C. Embedment and Bedding material shall meet the following requirements:

1. CRUSH STONE BEDDING AND EMBEDMENT GRADATIONS

Standard Crush Stone - Aggregate Grade 4

| Passing or Retained on Sieve | Percent by Weight |
|------------------------------|-------------------|
| Retained on 1 1/2-in sieve | 0% |
| Retained on 1-in sieve | 0 to 5% |
| Retained on 1/2-in sieve | 40 to 75% |
| Retained on No. 4 sieve | 90 to 100% |
| Retained on No. 8 sieve | 95 to 100% |

2. Initial bedding and embedment shall be placed to a depth of minimum 6" below pipe (Bell) and minimum 6" above the pipe. Bell holes shall be formed, a trough scooped out to grade, and the pipe laid and joined as specified.

3. Native material shall be placed on top of the embedment material to subgrade elevation. Material shall be placed in loose layers as outlined in Section 11B-24.

4. Such material shall be furnished by the contractor. Payment for furnishing and installing this material will be considered subsidiary to the unit price per linear foot of pipe. No separate payment will be made for this work.

D. MEASUREMENT AND PAYMENT: No separate payment will be made for the tests specified herein, but the cost thereof shall be included and considered subsidiary to the various other items.

1. If the installation fails to meet this requirement, the contractor shall determine, at his own expense, the source of leakage. He shall then repair or replace all defective materials and/or workmanship.

20 LOW PRESSURE AIR TEST OF SANITARY SEWER LINES:

A. After completing backfill of a section of sanitary sewer line, the Contractor shall, at his expense, conduct a Line Acceptance Test using low-pressure air. The test shall be performed using the

below stated equipment according to stated procedures and under the supervision of the engineer or his /her authorized representative.

- B. EQUIPMENT: The equipment used shall meet the following minimum requirements:
1. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
 2. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
 3. All air used shall pass through a single control panel.
 4. Three individual hoses shall be used for the following connections:
 - a. From the control panel to pneumatic plugs for inflation.
 - b. From the control panel to a sealed line for introducing the low-pressure air.
 - c. From a sealed line to control panel for continually monitoring the air pressure rise in the sealed line.
- C. GENERAL PROCEDURE: All pipes shall be backfilled prior to air testing.
1. Air tests shall be made by the pressure drop versus time method.
 2. The Contractor shall furnish all material, equipment and labor necessary to perform the air test. Air gauges shall be recently calibrated and shall be stamped showing the date of calibration. Should the sanitary sewer system fail air tests, the Contractor shall repair the leaks and retest at his own expense.
- D. TESTING PIPE LESS THAN 36 INCHES IN DIAMETER: For pipes less than 36 inches in diameter, the air test shall be performed by testing sections of pipe of various lengths.
1. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking. All air used shall pass through a single control panel.
 2. Three individual hoses shall be used for the following connections: From the control panel to pneumatic plugs for inflation; from the control panel to a sealed line for introducing the low-pressure air; and from a sealed line to the control panel for continually monitoring the air pressure rise in the sealed line.
 3. The air compressor shall be of adequate capacity for charging the system.
 4. The following procedure shall be used for air testing a sewer system:

5. All pneumatic plugs shall be seal-tested before being used in the actual test installation; one length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked; air shall be introduced into the plugs to 25 psig; the sealed pipe shall be pressurized to 5 psig; the plugs shall hold against this pressure without bracing and without movement of the plugs out of this pipe.
 6. After a manhole-to-manhole reach of pipe has been backfilled and the pneumatic plugs checked, the plugs shall be placed in the line and inflated to 25 psig. Low pressure air shall be injected into the line until the internal pressure reaches 4 psig. Two minutes shall then be allowed for the pressure to stabilize.
 7. In areas where ground water is known to exist, the Contractor shall install a one-half inch ($\frac{1}{2}$ ") diameter capped pipe nipple, approximately ten inches (10") long, through the manhole. This shall be done at the time the sewer line is installed. Immediately prior to the performance of the Line Acceptance Test, the ground water shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clean it, and then connecting a clear plastic tube to the pipe nipple. The hose shall be held vertically and a measurement of the height (in feet) of water over the invert of the pipe shall be taken after the water has stopped rising in this plastic tube. The height shall be divided by 2.3 feet to establish the pounds of pressure that will be added to all readings.
 8. After the pipe pressure has stabilized at 3.5 psig or the adjusted pressure due to ground water submergence, a stopwatch shall be started and the time required for the internal pressure to reach 2.5 psig determined. Minimum permissible holding time for runs of single pipe diameter are indicated in the table below.
- E. EXAMPLE: If the height of water is 11.5 feet, then the added pressure will be psig. This will increase the 3.5 psig to 8.5 psig and the 2.5 psig to 7.5 psig. The allowable drop and the timing remain the same.
- F. TESTING PIPE 36 INCHES AND LARGER IN DIAMETER: For pipes 36 inches in diameter and over, the air test may be performed by testing each joint connection individually utilizing a joint tester similar to the Cherne Joint Tester. No joint shall be air tested until the pipe has been backfilled. At no time shall pipe installation exceed 100 feet from the latest joint tested. The method of testing shall be described in this section. The time allowed for the pressure drop for 3.5 psig to 2.5 psig shall be 10 seconds. Failure to pass the air test shall be cause for rejection. Rejected pipe shall be removed. Reinstallation and/or repairs may be made at the option of the City.
- G. MEASUREMENT AND PAYMENT: No separate payment will be made for the tests specified herein, but the cost thereof shall be included and considered subsidiary to the various other items.

If the installation fails to meet this requirement, the contractor shall determine, at his own expense, the source of leakage. He shall then repair or replace all defective materials and/or workmanship.

21 DEFLECTION TESTING OF FLEXIBLE SANITARY SEWER:

- A. P.V.C. and any other flexible sewer pipe shall pass a deflection test conducted under the inspection of the Project Engineer. A rigid mandrel shall be used to measure deflection. The rigid mandrel shall have an outside diameter (OD) equal to 95% of the inside diameter (ID) of the pipe. The inside diameter of the pipe, for the purpose of determining the outside diameter of the mandrel, shall be the average outside diameter minus two minimum wall thicknesses for an OD controlled pipe and the average inside diameter for an ID controlled pipe. Statistical or other tolerance packages shall not be considered in mandrel sizing.
- B. Deflection tests shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5.0%. If a pipe fails to pass the deflection test, the Contractor, at his own expense, shall replace one complete length of pipe at the point of failure.
- C. No separate payment will be made for the tests specified herein, but the cost thereof shall be included and considered subsidiary to the various other items.
- D. Deflection tests shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5.0%. If a pipe fails to pass the deflection test, the Contractor, at his own expense, shall replace one complete length of pipe at the point of failure.
- E. No separate payment will be made for the tests specified herein, but the cost thereof shall be included and considered subsidiary to the various other items.

22 TRENCH BACKFILL:

- A. After free moisture is gone from the embedment material, the ditch shall be backfilled with native material and compacted by mechanical methods. If hand pneumatic tampers are used, the backfill shall be placed in layers not exceeding six inches (6") in loose thickness and thoroughly compacted to ninety-five percent (95%) Standard Proctor density at optimum moisture content, + two percent (2%) as determined by ASTM D698. Backfill shall be placed in uniform layers completely across the trench, and compaction shall proceed in an orderly, uniform manner. If compaction is performed by the use of heavy tamping (sheep's foot) rollers, backfill shall be placed in layers not exceeding nine inches (9") in loose thickness and compacted to ninety-five percent (95%) Standard Proctor density at optimum moisture content, + two percent (2%) as determined by ASTM D698.

- B. For line laid prior to new street construction, the backfill shall continue to within two feet (2') of the top of subgrade. At this point the trench shall be widened a minimum of one foot (1') on each side. The remaining two feet (2') shall be native material, compacted in six-inch (6") loose lifts at optimum moisture content, +/- two percent (2%), to a density of ninety-five percent (95%) of maximum dry density, as determined at ASTM D698.
- C. Payment shall be subsidiary to unit prices bid for pipe.
- D. The City of Burleson will be responsible for testing during backfill operations. If a test does not meet the requirements as outlined above, the Contractor shall be responsible for additional tests until the above requirements are met.

23 CLEARING AND GRUBBING:

- A. The Contractor shall do all clearing and grubbing necessary for construction operations. Since most reconstruction projects are done within established neighborhoods, it is the City's intent to minimize damage to existing trees. Therefore, tree limbs or branches that are "hanging" over the plane of the easement or trench, but the trunk is not directly within the easement or trench alignment, shall be cut with a tree saw or other suitable method as to maintain the integrity of the trees. If a tree is close to the easement or trench alignment, but is not called to be removed, the Contractor shall contact the City inspector so a decision can be made as to leave or remove the tree. The tree owner shall be in on the decision. All broken or cut down trees, branches, limbs, and roots shall be removed and disposed of by the contractor so as to leave the right-of-way and/or utility easement in a neat and presentable condition. Removal and cleaning shall be accomplished daily when construction is in a residential area. Clearing and grubbing shall be done so as not to injure or damage adjacent property.

24 DUCTILE IRON PIPE:

- A. Where ductile iron pipe is chosen for use on this project, it shall be furnished and installed in accordance with the applicable provisions of the Standard Specifications, the details shown on the plans and as hereinafter specified.
- B. Ductile iron pipe shall conform to the requirements of the latest edition of A.W.W.A. C151 (ANSI A21.51) and as specified hereinafter. The minimum thickness class furnished shall be Pressure Class 350 for water distribution and for sanitary sewer except as noted otherwise on the plans.
- C. Ductile iron pipe for water lines shall have a "Standard Thickness" cement mortar lining and bituminous seal coat over the cement mortar lining in accordance with latest edition of A.W.W.A. C104 (ANSI A21.4). Ductile iron pipe for sanitary sewers shall have an internal virgin polyethylene coating of 40 mils nominal thickness complying with ANSI/ASTM D 1248. All

ductile iron pipe shall have a bituminous "Standard Outside Coating" of asphalt base in accordance with the latest edition of A.W.W.A. C151 (ANSI A21.51).

- D. All ductile iron pipe joints shall be "Push On" Type and shall conform to the latest edition of A.W.W.A. C111 (ANSI A21.11).
- E. The price bid per linear foot for ductile iron pipe at the various depths shall be full compensation for all material, labor, equipment, and incidental work required to complete the line ready for use, including embedment and seepage collars. The cost of trenching, embedment, seepage collars, backfill, compaction of backfill and exfiltration testing should be included in the unit price bid per linear foot, complete in place.

25 CRUSHED STONE FOR GRAVEL AND DIRT DRIVEWAYS:

- A. All gravel and dirt driveway cuts shall be backfilled with native material, mechanically tamped in six inch (6") lifts to within six inches (6") of surface. Place six inches (6") of crushed stone and compact to existing driveway grade and line. Backfill and stone shall be placed as soon as possible after laying of pipe so as to provide uninterrupted access and use of the driveway. This shall be completed on the same day that the driveway is cut.

26 CLEANING OF NEW WATER MAIN:

- A. The Contractor shall install "poly pigs" as shown on the plans. The Contractor shall "run" the pig prior to pressure testing of the new main, chlorinating the line, the obtaining of the safe water sample, and the final tie-in being made. No separate payment will be made for this work but it will be considered subsidiary to the various unit prices bid. The Contractor will also be required to pull a swab through the water pipe prior to installation.

27 ROCK CUSHION:

- A. When in the opinion of the engineer the subgrade material encountered at grade is soft spongy, and unsuitable, it shall be removed to a depth necessary below the barrel of the pipe to achieve stable layers and replaced with a rock cushion so as to provide an unyielding stable foundation. The rock used in cushion shall be crushed rock and shall be free from silt, loam, or vegetable matter and shall be of a gradation of from ¾-inch to one-inch (1").
- B. For sanitary sewer pipe installation, rock cushion shall be paid for the amount of rock placed at a depth greater than twelve inches (12") below the bottom of the pipe; otherwise rock cushion is considered subsidiary to installation of sewer pipe. See Section 11B-21. If applicable, rock cushion will be paid for at the contract unit price per cubic yard

- C. Cast-in-place concrete manholes shall have a minimum inside diameter of four feet (4') or 5 feet (5'). The Contractor shall not remove any forms until 24 hours after the concrete is placed. No backfill shall begin until 96 hours after the concrete is placed, unless otherwise directed.

28 GATE VALVES:

- A. Gate valves shall comply with the latest revision of A.W.W.A. Standard C500, entitled "Metal-Seated Gate Valves for Water Supply Service," unless otherwise specified. Gate Valves shall be double disc, parallel seat, internal wedging type with cast iron body and bronze mountings. Valves shall be designed for a working pressure of 150 psi. Resilient seat (wedge) gate valves are not allowed in place and shall be the total compensation for furnishing all labor, materials, tools, and equipment for performing this particular phase of work.
- B. Subgrades that have been allowed to become unstable by neglect of the Contractor, by improper drainage or lack of drainage, and when in the opinion of the engineer the condition was caused by the neglect or fault of the Contractor, the engineer shall order the Contractor to remove the unstable subgrade and replace the same with rock cushion at the expense of the Contractor, and no extra compensation will be allowed.

29 THRUST BLOCKS:

- A. Concrete blocks or thrust blocks shall be placed at the plugs and bends of 5 degree or greater in the main. The concrete blocking shall be placed so as to rest against firm undisturbed foundation of trench bottom. The supporting area shall be sufficient to withstand the thrust, including water hammer which may develop. All concrete blocking used for thrust blocks shall conform to the section "Thrust Blocking" of the Standard Specifications. This is not a separate pay item but will be considered subsidiary to the various other items.
- B. Concrete blocking shall be placed at bends, tees, wyes, crosses, plugs, etc., in the water line. The concrete blocking shall be placed so as to rest against firm undisturbed trench walls. The supporting area for each block shall be sufficient to withstand the thrust, including water hammer. Each block except those for upward thrusts shall rest on a firm, undisturbed foundation of trench bottom.
- C. Blocking at bends shall be computed based upon pipe thrust at bends, or tees, with internal pressure of 150 psi. Where upward thrusts are to be blocked, the concrete blocking shall be of sufficient weight to resist the thrust and the concrete shall be reinforced as directed by the engineer. Other blocking sizes shall be computed based upon a maximum safe allowable soil bearing pressure of 2,500 pounds per square foot of undisturbed earth.
- D. The concrete blocking shall be placed against undisturbed trench walls, with a minimum of 18 inches between trench wall and pipe. Blocking shall extend a minimum of 0.75 X pipe diameter

below and above the centerline of pipe and shall not extend beyond any joints. If requested by the engineer, the ends of the thrust blocks shall be contained in wood or metal forms. Where upward thrusts are to be blocked, tie-down blocking shall be used.

30 FIRE HYDRANTS:

- A. Fire hydrants shall comply with the latest revision of A.W.W.A. Standard C502. All hydrants will be factory painted with two (2) coats of aluminum paint over one (1) shop prime coat.
- B. Standard depth of bury is four feet (4'). A fire hydrant may be buried at six feet (6'), if it is necessary due to excessive depth of main. It shall be the Contractor's responsibility to provide ductile iron fittings including mega-lugs to adjust for the depth of bury. No additional payment will be made for this extra depth and it shall be considered subsidiary to the unit price bid for fire hydrants, complete in place. No more than two feet (2') of extension can be added. If the water main is deeper than six feet (6'), offsets, bends, and fittings shall be used to reduce the fire hydrant depth of bury to six feet (6').

31 DUCTILE IRON FITTINGS:

- A. Ductile iron fittings shall conform to the requirements of A.W.W.A. C110 Full Body (ANSI A21.10) designed for a working pressure of not less than 150 psi (Class 250) or C153 Compact Body designed for a working pressure of not less than 250 psi (class 350),
- B. Ductile iron fittings for water lines shall have a "Standard Thickness" cement mortar lining and bituminous seal coat over the cement mortar lining in accordance with the latest edition of A.W.W.A. Standard C153 and A.W.W.A. Standard C110 (ANSI A21.10). All water line fittings shall be mega lugged according to manufacturer's installation and specification procedures. All fittings shall be installed with a double layer of polyethylene wrap in compliance with A.W.W.A Standard C105 (ANSI A21.5).
- C. Ductile Iron Fittings on this project shall be subsidiary to the cost of installation of the water pipeline. All fittings shall be cement lined in accordance with A.S.A. 21.4.

32 STREET CUT AND BACKFILL:

- A. Existing paved streets and drives shall be cut with a saw or clay spade to ensure a neat straight line along the edges of the trench. After the embedment material has been placed around the pipe, the remainder of the backfill shall be done in accordance with Section 11B-20 & 11B-21. For H.M.A.C. repair, a two-inch (2") hot mix asphaltic concrete (H.M.A.C.) surface shall then be placed on Class "A" concrete, 2:27 concrete, CTB or CTS backfill material, depending on the type of street, by the Contractor as soon as possible after completing the backfill. A tack coat will be used where necessary. The standard street cut and backfill will be paid for at the contract unit

price per linear foot of trench and shall be the total compensation for furnishing all labor, materials, tools, and equipment for performing this particular phase of work.

33 TEMPORARY ASPHALT STREET REPAIR AND BACKFILL:

- A. After the embedment material has been placed around the pipe, the remainder of the backfill shall be done in accordance with Sections No. 11B-20 & 11B-21. For asphalt repair, a two-inch (2") Type "D" Asphaltic Concrete (H.M.A.C.) surface shall then be placed on six inches (6") of flexbase backfill material by the Contractor as soon as possible after completing the backfill. The temporary street repair and backfill will be paid for at the contract unit price per linear foot of trench and shall be the total compensation for furnishing all labor, materials, tools, and equipment for performing this particular phase of work. If the pavement settles ½ inch or more from the existing pavement's surface, the asphalt layer shall be removed and replaced to bring the surface back to grade. No additional payment shall be made for this additional work; it shall be considered subsidiary to the temporary asphalt street repair and backfill pay item.

34 JOINT SEALING COMPOUND FOR REINFORCED CONCRETE PIPE AND MANHOLES:

- A. Joint compound for sealing the tongue and groove joints to be used in the construction of the pre-cast manholes shall meet or exceed all requirements of Federal Specifications SS-S00210, "Sealing Compound, Preformed Plastic for Pipe Joints," Type I, Rope Form. Such plastic gaskets shall be equal to RAM-NEK and meet the following requirements:

1. The sealing compound shall be produced from blends of refined hydro-carbon resins and plasticizing compounds reinforced with inert mineral filler, and shall contain no solvents, irritating fumes, or obnoxious odors. The compound shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength. It shall be supplied in extruded rope-form of suitable cross-section and of such sizes as to seal the joint space when the pipes are laid. The sealing compound shall be protected by a suitable removable two-piece wrapper. The two-piece wrapper shall be so designed that one-half may be removed longitudinally without disturbing the other half to facilitate application of the sealing compound. Application of the compound shall be in accordance with the manufacturer's recommendations.

2. ESTIMATING GUIDE (Approx.)

Approximate Minimum Requirements (Tolerance = 10%)

| Pipe Size | Primer per 100 Joints | Cut Lengths per Joint |
|-----------|-----------------------|-----------------------|
| 48" | 12.0 Gals. | 4 Pieces 1 ½" x 3'-5" |
| 96" | 35.0 Gals. | 8 Pieces 2" x 3'-5" |

35 CAST-IN-PLACE MANHOLES:

- A. Cast-in-place concrete manholes shall on lines larger than 12 inches in diameter.
- B. Unless otherwise specified, all Gate Valves shall have non-rising stems and shall turn counter-clockwise to open. Valves shall have wrench nuts for operation unless otherwise specified. Spur gearing with gear eases shall be provided on all valves sixteen inches (16") and larger. In the event, the top of the operating nut is more than six feet (6') deep from the existing ground elevation, valve stem extensions shall be furnished by the Contractor to bring the operating nut to within three feet (3') of the existing ground level. No separate payment shall be made for furnishing and installing the necessary valve stem extensions, but will be considered subsidiary to the unit price bid for the valve. All valves shall be for vertical installation.

36 ABANDONING EXISTING GATE VALVE BOX:

- A. The unit price for abandoning existing gate valves shall include abandoning existing gate valve box by removing the top 10 inches or top section, fill void area with concrete and repair pavement if located in street, or replace with two inches of top soil including hydromulch or sod if at the back of curb.

37 AIR RELEASE VALVES:

- A. The Contractor shall furnish and install air release valve assemblies at locations and as shown on main line flanged outlet, vault, etc., as shown on the plans. Air release valves shall comply with the latest revision of A.W.W.A. Standard C512. Air valves shall be for heavy duty use and shall be of the type to allow air to enter when line drains. The valves shall be APCO "Heavy-Duty" combination Air Release Valves, Model No. 135C for two-inch (2") or approved equal. Valves shall have stainless steel floats and cast iron bodies, with an interior coating of rust inhibitor. Gate valves for isolating the air valves shall be as specified elsewhere in these specifications. Air valve vaults shall be as shown on the plans. Concrete shall be 3000 psi unless otherwise shown on the details. Payment of two-inch (2") air valves shall include all labor and materials, including the air valves shall include all labor and materials, including the required gate valves, piping, fittings, vaults and other appurtenances shown on the drawing as necessary to make the complete installation.
- B. Air valves shall be installed outside of paved areas. Class III Reinforced Concrete Pipe (ASTM C 76) shall be used for the access with a ¼-inch thick steel cover and a three inch (3") rim sized to fit over the pipe. Air valve markers as indicated in the details of the Standard Specifications shall be placed at each manhole installed outside of paved areas.

38 TYING INTO EXISTING LINES:

- A. The unit price bid for tying into existing lines shall include all labor and material necessary to tie the old main into the new main. This shall include the cost of offset bends as necessary for vertical and/or horizontal alignment. The new water lines will have to be tested, chlorinated, and a good sample received before the old lines can be plugged or abandoned and the new line tied in. Waterline alignments that will be replaced from valve to valve will not have a bid item "TIE TO EXISTING WATERLINE". Connecting to or replacing the valves will be considered subsidiary to the waterline and fitting bid items. City personnel will operate the valves for any necessary shut-downs. During Construction, the contractor is responsible for "blow-outs" on existing water lines that connect to the water line being worked on to the nearest adjacent valve.

39 HOT MIX ASPHALTIC CONCRETE:

- A. See Special Projects, Section 11A-41: Hot Mix Asphalt Concrete (H.M.A.C.)

40 TACK COAT:

- A. See Special Projects, Section 11B-42: Tack Coat

41 SIDEWALK REPLACEMENT:

- A. The Contractor shall replace all sidewalk as shown on the plans. Replacement will meet current City of Burleson specifications for four-inch (4") concrete with #3 bars on 18-inch centers both ways. The unit price bid per linear foot, for "Remove & Replace Sidewalk," shall include the sawing and removal of the existing sidewalk, expansion joint material at connections, Class 'A' Concrete and reinforcing steel, as well as all necessary labor and equipment.

42 4" PVC SEWER SERVICE EXTENSIONS:

- A. The cost of the four-inch (4") sanitary sewer service extension shall include the cost of tying into the existing stubout, four-inch (4") PVC sewer pipe, four-inch (4") PVC plug, embedment, and other materials and labor for the installation of the sewer service line. The existing stubouts should be stubbed from beneath the proposed pavement to the right-of-way line. No extra payment will be made for the aforementioned items, but will be considered subsidiary to the cost of furnishing and installing the four-inch (4") PVC sanitary sewer service extension.
- B. The cost of the four-inch (4") sanitary sewer service extension shall include the cost of tying into the existing stubout, four-inch (4") PVC sewer pipe, four-inch (4") PVC plug, embedment, and other materials and labor for the installation of the sewer service line. The existing stubouts should be stubbed from beneath the proposed pavement to the right-of-way line. No extra

payment will be made for the aforementioned items, but will be considered subsidiary to the cost of furnishing and installing the four-inch (4") PVC sanitary sewer service extension.

43 WATER SERVICES:

- A. The Contractor shall use saddles as specified by the pipe manufacturer for one-inch (1") taps. When tying into an existing ¾-inch water meter, the one-inch (1") service line shall be reduced to ¾ inches at the meter. The cost of the reducer and associated fittings shall be subsidiary to the water service bid item.
- B. The unit prices bid for the water services shall include the cost of the saddles, making the taps, the corporation stops, the necessary pipe, the curb stops, and the tying in and/or relocation of existing meter and box where necessary. Residential services shall be 1" Blue ADS PolyFlex or approved equal. On the 1 ½ inch and two inch water services, two-inch (2") oriseal valves with boxes shall be used and two-inch (2") Type 'K' hard copper pipe for the service line.
- C. All service lines will be installed 30 inches below the pavement (minimum) or at the same elevation as the main, whichever is greater. Any existing service lines that are steel or galvanized steel shall be renewed with copper from the new main to the meter.

44 RELOCATION OF EXISTING WATER METERS:

- A. The unit price bid for adjusting water service line and relocating existing water meters and boxes shall include the cost of tying into the existing line or new water main where new service lines are being installed, the necessary tubing of pipe, fittings, tying in of the customers service line at the property line, re-setting the meter, backfill, and sod or hydromulch to match existing conditions. This shall also include lowering of service lines where they are found to be up in the future subgrade between the main and meter and on the customer's side of the meter to the right-of-way line.
- B. All, methodologies associated with tying existing services in their present location to the new main is considered subsidiary to the proposed bid item. Existing meter boxes shall remain, but if boxes are broken (prior to construction) it should be noted to City personnel for appropriate replacement.
- C. This specification is GENERAL for all existing City utility infrastructures (meter boxes, sewer/storm manholes, water valves, etc.) that may be replaced with the main or within the path of proposed sidewalks.
- D. Franchise utility infrastructures shall be coordinated with the Franchisee for relocation and/or adjustment. In most cases, the sidewalks can be meandered around such structures.

45 TRAFFIC CONTROL ALONG STREET:

- A. Contractor shall install barricades and warning signs in the event of road closures or detours. The traffic control shall be in accordance with the most current edition of the Texas Manual on Uniform Traffic Control Devices (TxMUTCD). Prior to street closures or detours, Contractor shall provide a Traffic Control Plan to the inspector for approval. Contractor to inform residents of the need to move cars at least 48 hours prior to doing street work. The information shall contain all information necessary to allow the resident to remove the vehicles or other obstructions as to not hold up construction.

46 BACKFILL AND INITIAL CLEANUP:

- A. Backfill and initial cleanup shall be done daily. This work shall progress immediately behind pipe laying and shall be within fifty feet of the pipe laying operation at all times. It shall also include the disposal of all excess material on a daily basis. Ditch lines, storm drains, inlets, barditches, and other drainage facilities should be maintained and cleaned on a daily basis so that they will function for their intended purposes.
- B. Where lines or services are laid in, along, or across the street pavement, the ditch line shall be backfilled and compacted upon the completion of that day's work. Barricades with warning lights shall be erected at these locations and shall be maintained by the Contractor until such time as the pavement (asphalt) is replaced. Steel plates shall be placed across the ditch lines until the time that pavement is replaced, but no later than the first working day following the installation of the pipe, and the necessary 2:27 concrete, CTS, CTB, or crushed stone, as required elsewhere in these specifications. No later than the second day following the installation of a line, the specified asphalt shall be placed in the ditch and the street repair shall be completed.
- C. No exceptions or deviations from the requirement that all ditch lines be repaired within two working days after the installation of the pipe will be sanctioned on this project. It is of utmost importance that we have the cooperation of the Contractor in the control of the traffic, and the procedures outlined for backfilling and cleanup on this project. In the event these procedures are not followed, pipe laying shall cease immediately and not resume until the cleanup is completed and the roadway is and safe for traffic.
- D. Particular care shall be taken during inclement weather to assure that driveways are backfilled with washed rock, or other suitable material, and all-weather access maintained for property owners. No driveway shall be blocked for longer than two (2) hours and only after notifying the affected property owner.
- E. Where lines or services are laid in, along, or across street pavement the pavement shall be left in a clean and acceptable condition. At the end of each work day the Contractor shall sweep and/or wash the pavement to leave the roadway completely clean of dirt and debris. Dirt,

debris, and/or wash water shall be collected for appropriate disposal and shall NOT be washed into waterways or storm drains. Other suitable methods of maintaining the pavement in a clean, unobstructed condition may be utilized by the Contractor. No additional payment will be made for cleaning of pavement. It shall be considered subsidiary to the work performed under this contract.

47 CLEAN-UP:

- A. It is the intent of this contract that complete cleanup be performed by the Contractor prior to acceptance of the project and final payment. Backfilling and cleanup shall follow the laying of the pipe as closely as possible. Upon completion of the work, the Contractor shall remove all construction debris and excess material from the job site, leaving nothing objectionable on either public or private property.
- B. After cleanup has been completed, the Contractor shall check to see that all drainage ditches are properly graded so as to provide adequate drainage and to prevent ponding of the water in the drainage ditch.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: INSURICA DFB INSURANCE SVCS LLC
 Agency Code: 46-512482

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Bradley Board, Jim H. Barr, Daniel F. Dacy III, Tracie Garner, Chris Holt, Paula C. Jones of FORT WORTH, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 4th day of September, 2024, 2024._____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:
You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:
1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:
1-800-252-3439

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

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. Gra-Tex Utilities, Inc. Kennedale, TX United States | Certificate Number: 2024-1225173 |
| 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 Filed: 10/10/2024 |
| 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.

197405
 Replace water main and hydrant.

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Heflin, Rex | Kennedale, TX United States | X | |
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5 Check only if there is NO Interested Party.

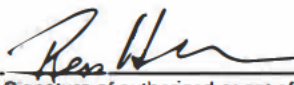
6 UNSWORN DECLARATION

My name is Rex Heflin, and my date of birth is [REDACTED].

My address is 7218 Blossom Park Rd. Kennedale TX 76060 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 10 day of October, 2024.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

City Council Regular Meeting

DEPARTMENT: Capital Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: October 21, 2024

SUBJECT:

Consider approval of a resolution adopting a Sidewalk Policy for SH174 Widening project (project #197405). (Staff Contact: Eric Oscarson Deputy City Manager)

SUMMARY:

TxDOT projects require the construction of sidewalk with the project, or the adoption of a policy that requires developers to install sidewalk along SH174 in accordance with TxDOT standards. The City of Burleson Subdivision Ordinance Section 5.6 requires sidewalks to be installed along the frontage of the property adjacent to a public street. Escrow will not be accepted in lieu of construction of the sidewalk. In the identified locations shown on Exhibit A and noted as proposed sidewalks subject to the sidewalk policy, a minimum 6-foot-wide sidewalk shall be constructed along the frontage of the property as outlined below.

- Option 1 – Construct a sidewalk within the TxDOT right-of-way. This option may require replacing the existing ditch with a storm drain and the installation of a curb and gutter to maintain drainage within the TxDOT right-of-way.
- Option 2 – Install the sidewalk adjacent to the TxDOT right-of-way within a 15-foot-wide public pedestrian access and private landscape easement dedicated by separate instrument or by plat. Fences shall not be allowed to obstruct the pedestrian access easement. The City shall only be responsible for sidewalk maintenance within the pedestrian access easement.

RECOMMENDATION:

Approve Sidewalk Policy for SH174 Widening project (project #197405).

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

- The City council approved a resolution of support for the SH174 widening project authorizing the Advance Funding Agreement between the City and State of Texas on February 15, 2021.
- The City Council approved an amendment to the Engineering Services Contract (CSO#1408-06-2020) with Kimley-Horn and Associates for design of the SH174 Widening project

FISCAL IMPACT:

Budgeted Y/N: N
Project (if applicable):197405

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

Waterline and Fire Hydrant Relocation Bid Award and Sidewalk Policy Update of SH174 Widening Project

October 21, 2024



SH174 Widening Project Overview

- This project is for the expansion of SH174 from 4 lanes to 6 lanes from Elk Dr. to Wicker Hill Rd.
- It is a joint effort between the City and TxDOT. City is responsible for design and TxDOT is responsible for construction.
- Currently the consultant has submitted 100% PS&E plans to TxDOT for review.
- Estimated bid date is June 2025.



City Responsibilities

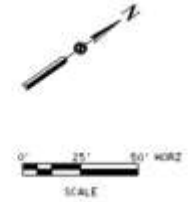
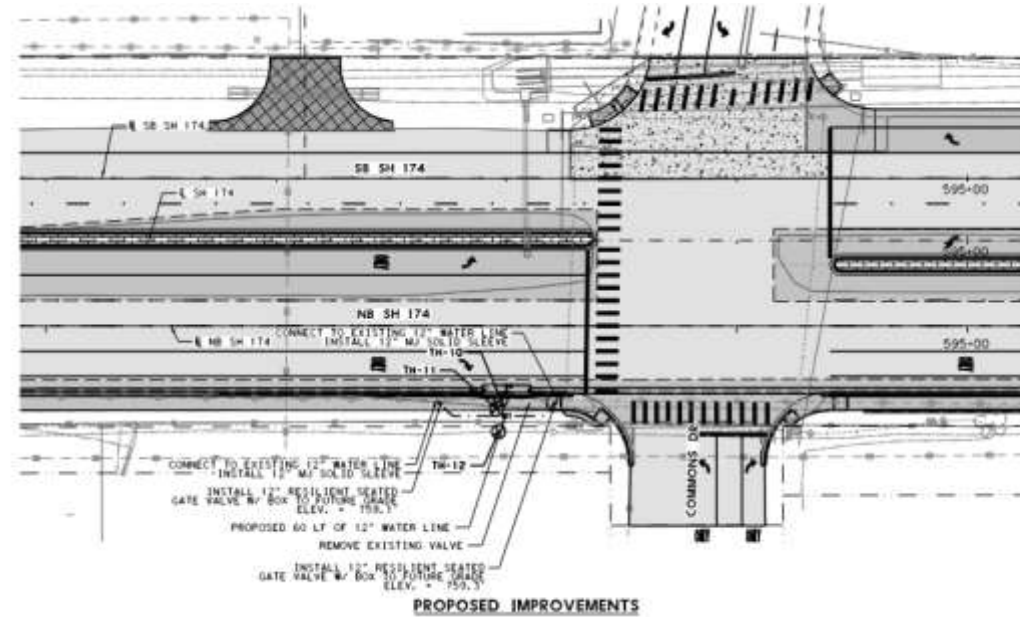
- Relocate all city infrastructure that is in conflict with the project
- TxDOT projects require the construction of sidewalk with the project, or the adoption of a policy that requires developers to install sidewalk along SH174 in accordance with TxDOT standards



[This Photo](#) by Unknown Author is licensed under [CC BY-SA-NC](#)

Waterline and Fire Hydrant Relocation

This project will relocate approximately 60LF of the 12" waterline along SH174 and one fire hydrant required before TxDOT can begin construction.



| Test Hole # | Utility Size, O.D. (Inches) | Utility Material (Refer to Legend) | Utility Type (Refer to Legend) | Depth to Top of Utility (Feet) |
|-------------|-----------------------------|------------------------------------|--------------------------------|--------------------------------|
| 10 | 12 | PVC | W | 5.96 |
| 11 | 4 | DBC | F | 5.24 |
| 12 | 2-2" | PE | FOC | 6.56 |



Construction Procurement

- Five (5) bids received; one was deemed non-responsive
 - Gratex Utilities Inc.- \$73,715.50
 - Grod Construction LLC - \$99,000
 - Atkins Bros. Equip. Co.,Inc. - \$117,680
 - Tellus Services, LLC- \$119,500
- Funding Source: Construction funding available - \$234,433.60
- Staff Recommends:
 - Award the contract to the lowest bid received from Gratex Utilities Inc. at \$73,715.50 with a 10% contingency of \$7,371.55 for a total authorization of \$81,087.05.



Project Timeline



Sidewalk Policy

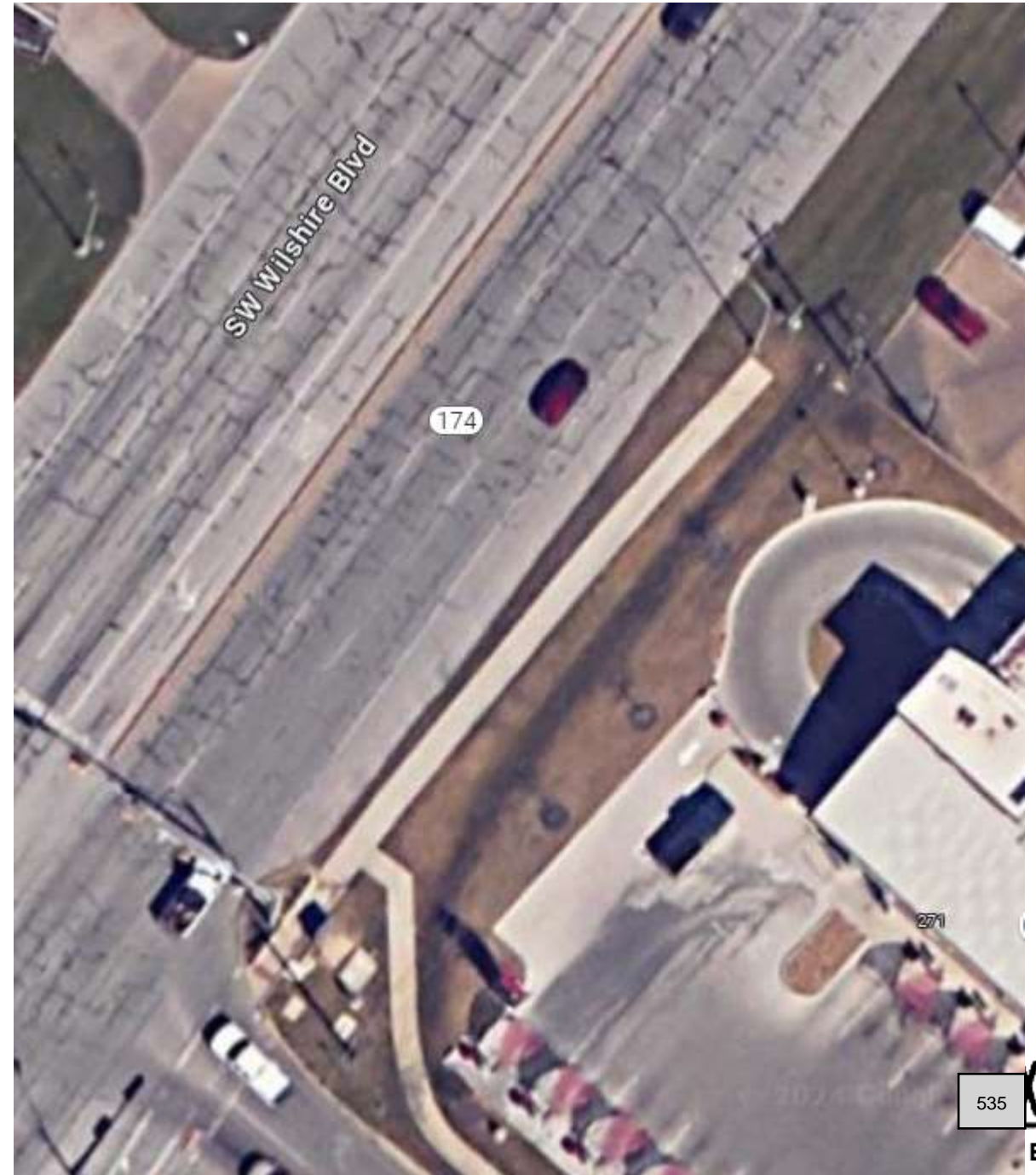
Stand Alone Sidewalk Policy

- The proposed project will widen SH 174 to six lanes and provide wider shoulders.
- The corridor has several areas of undeveloped land and/or areas for redevelopment where the sidewalk will not be installed as part of the project.
- This policy is intended to establish the guidelines for the construction of a 6-foot-wide sidewalk adjacent to undeveloped areas as development is proposed or redevelopment occurs.



Current Sidewalk Policy

- Allows for collection of escrow in lieu of construction of sidewalk to prevent sidewalks to nowhere.



Stand Alone Sidewalk Policy

- Option 1 – Construct a sidewalk within the TxDOT right-of-way. This option may require replacing the existing ditch with a storm drain and the installation of a curb and gutter to maintain drainage within the TxDOT right-of-way.
- Option 2 – Install the sidewalk adjacent to the TxDOT right-of-way within a 15-foot-wide public pedestrian access and private landscape easement dedicated by separate instrument or by plat. Fences shall not be allowed to obstruct the pedestrian access easement. The City shall only be responsible for sidewalk maintenance within the pedestrian access easement.



Action Requested

- Approve a contract with Gratex Utilites Inc. for a total authorization of \$81,087.05
- Approve Sidewalk Policy

Questions / Discussion

Eric Oscarson

Deputy City Manager

eoscarson@burlesontx.com

817-426-9837

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING A SIDEWALK POLICY FOR A PORTION OF WILSHIRE BLVD (STATE HIGHWAY 174) FROM WICKER HILL ROAD TO ELK DRIVE.

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

WHEREAS, the City is working with the Texas Department of Transportation (TxDOT) to widen Wilshire Blvd (State Highway 174); and

WHEREAS, TxDOT requires the construction of a sidewalk with the project or the adoption of a policy that requires developers to install a sidewalk with future development in accordance with TxDOT standards; and

WHEREAS, currently, the widening project does not include the construction of a sidewalk, so the City desires to adopt a policy that requires developers to install a sidewalk with future development in accordance with TxDOT standards; and

WHEREAS, after reviewing the proposed sidewalk policy, the City finds that enacting the policy is in the best interest of the City and its citizens, and is for the good government, peace, and order of the City.

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

Section 1.

The City hereby adopts the sidewalk policy attached hereto as Exhibit “1”.

Section 2.

The foregoing recitals are adopted and incorporated herein for all purposes.

Section 3.

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT “1”

SH 174 (Wicker Hill Road to Elk Drive) Sidewalk Development Policy

BACKGROUND INFORMATION

The City of Burleson and TxDOT are partnering to widen SH 174 from Wicker Hill Road to Elk Drive. Currently, SH 174 is a four-lane divided state highway with outside shoulders. The proposed project will widen SH 174 to six lanes and provide wider shoulders. The corridor has several areas of undeveloped land and/or areas for redevelopment where the sidewalk will not be installed as part of the project. This policy is intended to establish the guidelines for the construction of a 6-foot-wide sidewalk adjacent to undeveloped areas as development is proposed or redevelopment occurs. Exhibit A is a graphical depiction of the properties subject to this policy.

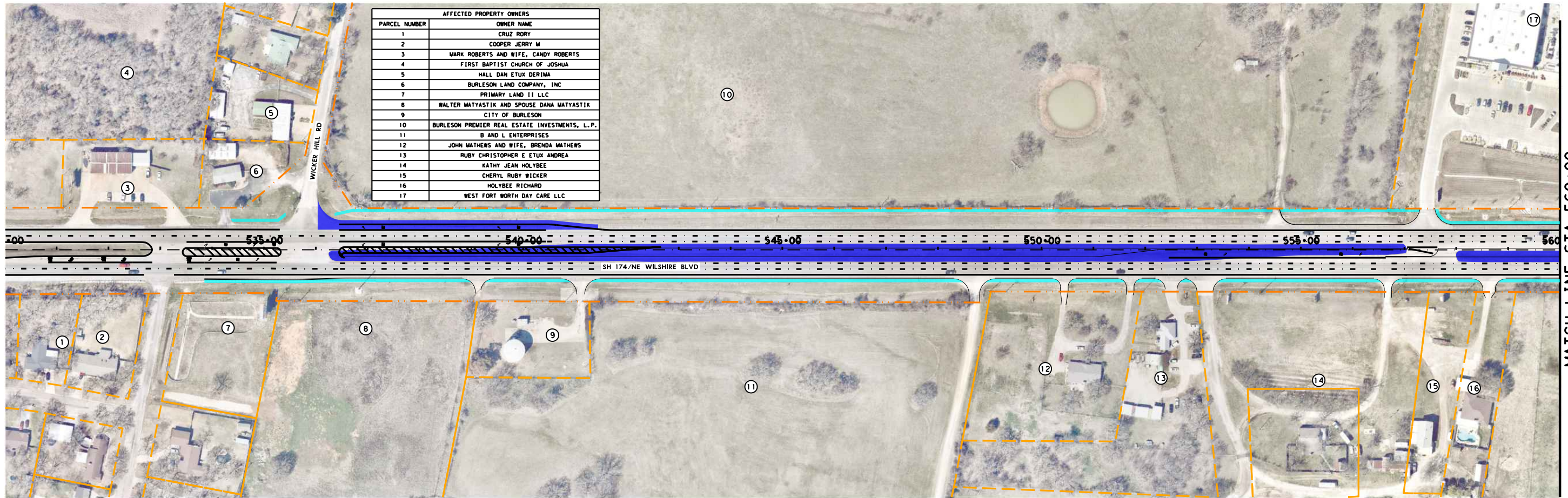
SIDEWALK DEVELOPMENT POLICY

The City of Burleson Subdivision Ordinance Section 5.6 requires sidewalks to be installed along the frontage of the property adjacent to a public street. Exhibit A identifies the properties along SH 174 from Wicker Hill Road to Elk Drive, where a sidewalk shall be installed with future development or redevelopment. Escrow will not be accepted in lieu of construction of the sidewalk. In the identified locations shown on Exhibit A and noted as proposed sidewalks subject to the sidewalk policy, a minimum 6-foot-wide sidewalk shall be constructed along the frontage of the property as outlined below.

- Option 1 – Construct a sidewalk within the TxDOT right-of-way. This option may require replacing the existing ditch with a storm drain and the installation of a curb and gutter to maintain drainage within the TxDOT right-of-way.
- Option 2 – Install the sidewalk adjacent to the TxDOT right-of-way within a 15-foot-wide pedestrian and landscape easement dedicated by separate instrument or by plat.

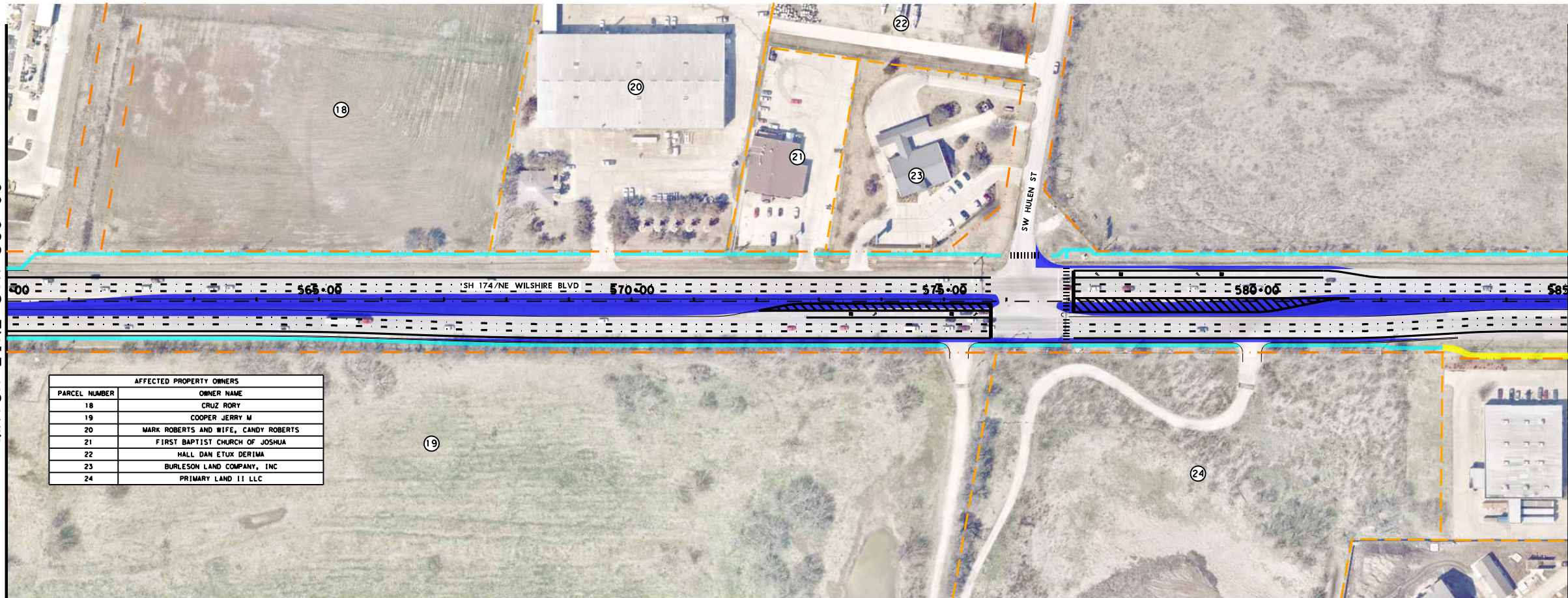
Civil construction plans shall be prepared by a Licensed Professional Engineer in the State of Texas and submitted to the City for review. If a TxDOT permit is required, the property owner or developer shall provide all required documents to the City. The City will submit for a permit on behalf of the property owner or developer. City of Burleson fees shall apply for engineering design review and construction inspection of sidewalks and any associated paving and drainage.

EXHIBIT “A”



| AFFECTED PROPERTY OWNERS | |
|--------------------------|--|
| PARCEL NUMBER | OWNER NAME |
| 1 | CRUZ RORY |
| 2 | COOPER JERRY M |
| 3 | MARK ROBERTS AND WIFE, CANDY ROBERTS |
| 4 | FIRST BAPTIST CHURCH OF JOSHUA |
| 5 | HALL DAN ETUX DERIMA |
| 6 | BURLESON LAND COMPANY, INC |
| 7 | PRIMARY LAND II LLC |
| 8 | WALTER MATYASTIK AND SPOUSE DANA MATYASTIK |
| 9 | CITY OF BURLESON |
| 10 | BURLESON PREMIER REAL ESTATE INVESTMENTS, L.P. |
| 11 | B AND L ENTERPRISES |
| 12 | JOHN MATHEWS AND WIFE, BRENDA MATHEWS |
| 13 | RUBY CHRISTOPHER E ETUX ANDREA |
| 14 | KATHY JEAN HOLYBEE |
| 15 | CHERYL RUBY WICKER |
| 16 | HOLYBEE RICHARD |
| 17 | WEST FORT WORTH DAY CARE LLC |

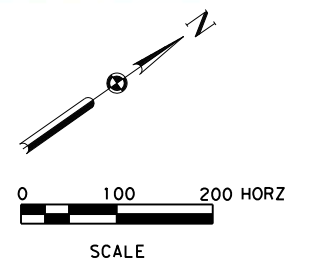
MATCH LINE STA 560+00



| AFFECTED PROPERTY OWNERS | |
|--------------------------|--------------------------------------|
| PARCEL NUMBER | OWNER NAME |
| 18 | CRUZ RORY |
| 19 | COOPER JERRY M |
| 20 | MARK ROBERTS AND WIFE, CANDY ROBERTS |
| 21 | FIRST BAPTIST CHURCH OF JOSHUA |
| 22 | HALL DAN ETUX DERIMA |
| 23 | BURLESON LAND COMPANY, INC |
| 24 | PRIMARY LAND II LLC |

MATCH LINE STA 560+00

MATCH LINE STA 585+00



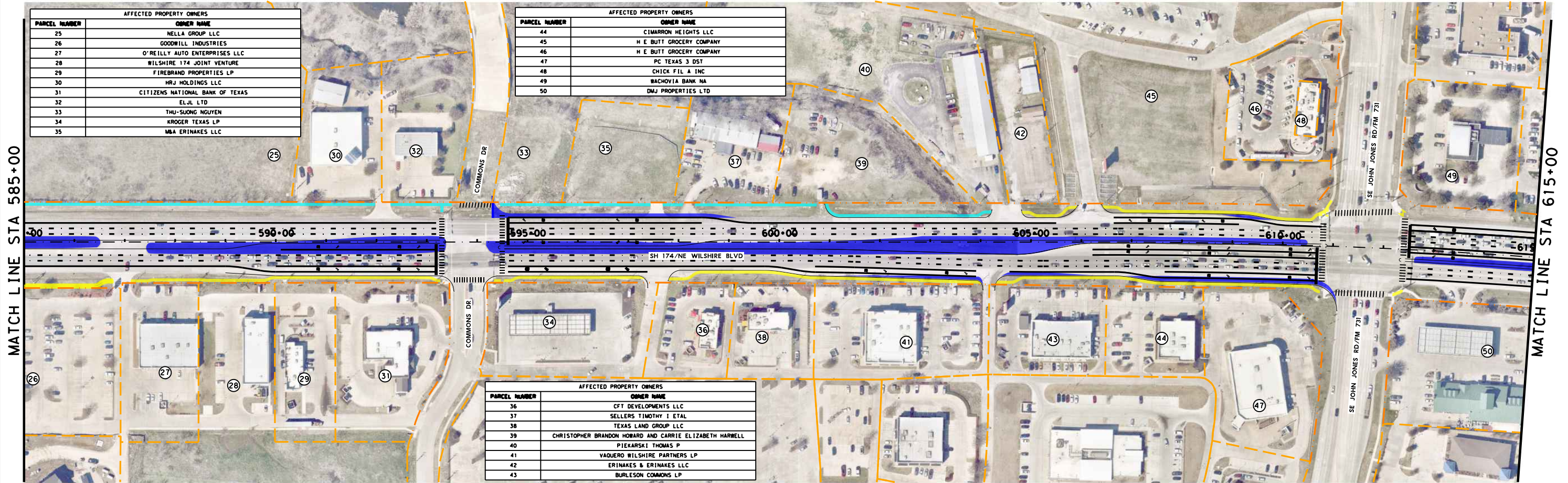
LEGEND

| | |
|--|--|
| PROPOSED PAVEMENT WIDENING | |
| PROPOSED SIDEWALK SUBJECT TO SIDEWALK POLICY | |
| PROPOSED SIDEWALK WIDENING PROJECT | |
| EXISTING R.O.W. | |
| EXISTING ESMT | |

SH174 FROM NORTH ELK DR TO WICKER HILL RD

EXHIBIT A
SH 174 SIDEWALK POLICY
WICKER HILL ROAD TO ELK DRIVE

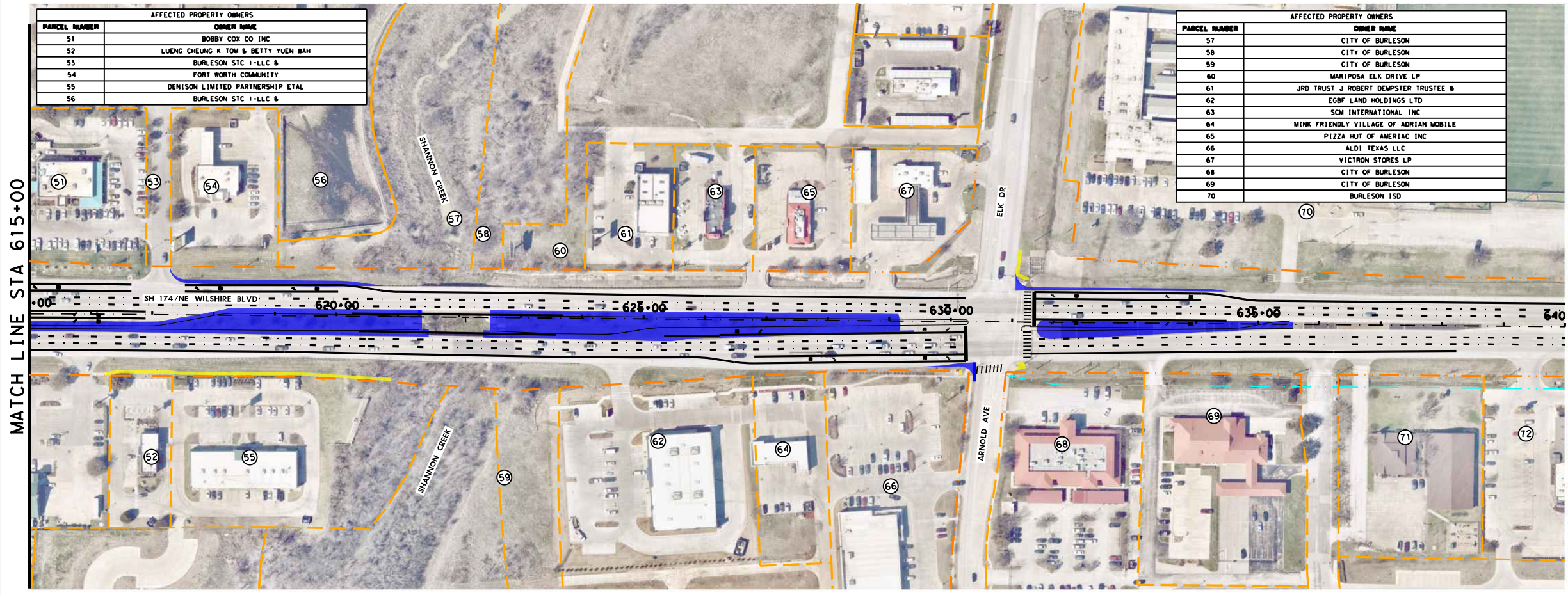
| | | |
|-------------------|-------------|-------------|
| FED. RD. DIV. NO. | PROJECT NO. | HIGHWAY NO. |
| 6 | | SH 174 |
| STATE | DIST. | COUNTY |
| TEXAS | FT. WORTH | JOHNSON |
| CONT. | SECT. | JOB |
| | | 544 |



| AFFECTED PROPERTY OWNERS | |
|--------------------------|---------------------------------|
| PARCEL NUMBER | OWNER NAME |
| 25 | NELLA GROUP LLC |
| 26 | GOODWILL INDUSTRIES |
| 27 | O'REILLY AUTO ENTERPRISES LLC |
| 28 | WILSHIRE 174 JOINT VENTURE |
| 29 | FIREBRAND PROPERTIES LP |
| 30 | HRJ HOLDINGS LLC |
| 31 | CITIZENS NATIONAL BANK OF TEXAS |
| 32 | ELJL LTD |
| 33 | THU-SUONG NGUYEN |
| 34 | KROGER TEXAS LP |
| 35 | MBA ERINAKES LLC |

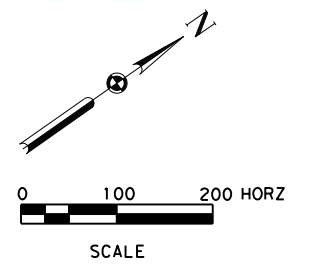
| AFFECTED PROPERTY OWNERS | |
|--------------------------|--------------------------|
| PARCEL NUMBER | OWNER NAME |
| 44 | CIMARRON HEIGHTS LLC |
| 45 | H E BUTT GROCERY COMPANY |
| 46 | H E BUTT GROCERY COMPANY |
| 47 | PC TEXAS 3 DST |
| 48 | CHICK FIL A INC |
| 49 | WACHOVIA BANK NA |
| 50 | DMJ PROPERTIES LTD |

| AFFECTED PROPERTY OWNERS | |
|--------------------------|--|
| PARCEL NUMBER | OWNER NAME |
| 36 | CFT DEVELOPMENTS LLC |
| 37 | SELLERS TIMOTHY I ETAL |
| 38 | TEXAS LAND GROUP LLC |
| 39 | CHRISTOPHER BRANON HOWARD AND CARRIE ELIZABETH HARWELL |
| 40 | PIEKARSKI THOMAS P |
| 41 | VAQUERO WILSHIRE PARTNERS LP |
| 42 | ERINAKES & ERINAKES LLC |
| 43 | BURLESON COMMONS LP |



| AFFECTED PROPERTY OWNERS | |
|--------------------------|---|
| PARCEL NUMBER | OWNER NAME |
| 51 | BOBBY COX CO INC |
| 52 | LUENG CHEUNG K TOM & BETTY YUEN BAH |
| 53 | BURLESON STC 1-LLC & FORT WORTH COMMUNITY |
| 54 | DENISON LIMITED PARTNERSHIP ETAL |
| 55 | BURLESON STC 1-LLC & |
| 56 | BURLESON STC 1-LLC & |

| AFFECTED PROPERTY OWNERS | |
|--------------------------|--|
| PARCEL NUMBER | OWNER NAME |
| 57 | CITY OF BURLESON |
| 58 | CITY OF BURLESON |
| 59 | CITY OF BURLESON |
| 60 | MARIPOSA ELK DRIVE LP |
| 61 | JRD TRUST J ROBERT DEMPSTER TRUSTEE & EGBF LAND HOLDINGS LTD |
| 62 | ECBF LAND HOLDINGS LTD |
| 63 | SCM INTERNATIONAL INC |
| 64 | MINK FRIENDLY VILLAGE OF ADRIAN MOBILE |
| 65 | PIZZA HUT OF AMERICAC INC |
| 66 | ALDI TEXAS LLC |
| 67 | VICTRON STORES LP |
| 68 | CITY OF BURLESON |
| 69 | CITY OF BURLESON |
| 70 | BURLESON ISD |



- LEGEND**
- PROPOSED PAVEMENT WIDENING ———
 - PROPOSED SIDEWALK SUBJECT TO SIDEWALK POLICY ———
 - PROPOSED SIDEWALK WIDENING PROJECT ———
 - EXISTING R.O.W. - - - - -
 - EXISTING ESMT - - - - -

SH174 FROM NORTH ELK DR TO WICKER HILL RD

EXHIBIT A
SH 174 SIDEWALK POLICY
WICKER HILL ROAD TO ELK DRIVE

| | | |
|-------------------|-------------|-------------|
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| 6 | | SH 174 |
| STATE | DIST. | COUNTY |
| TEXAS | FT. WORTH | JOHNSON |
| CONT. | SECT. | JOB |
| | | 545 |

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City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: October 21, 2024

SUBJECT:

Consider approval of an amendment to contract CSO#5599-09-2024 with C1S for an interior renovation and pool resurfacing package for the Burleson Recreation Center at the guaranteed max price of \$1,364,408. (Staff Contact: Jen Basham, Director of Parks and Recreation)

SUMMARY:

In August of 2023 Council requested the addition of the HVAC and Pool Dehumidification system to the CIP as a 2024 priority for replacement. The BRiCk has multiple projects currently scheduled as part of the 2024 capital improvement plan.

This guaranteed max price (GMP) package is the second of two packages, the first equipment package was approved by council on September 9, 2024. The second package includes the interior demolition and updates to the lobby, pool party rooms, meeting rooms, and family changing rooms. As well as, the purchase and install of the indoor pool sand filters, evacuator system, and the resurfacing of the indoor pool.

The construction timeline for these projects is tentatively scheduled as follows:

- Lobby & Rooms – November 2024
- Pool Renovations – August 2025
- HVAC Units – September 2025

The full scope and original budget of this capital project for all GMP packages includes:

Remodel of the lobby, party rental rooms, meeting rooms, and family changing rooms-\$511,350

Replacement of the indoor pool sandfilter-\$162,750

Replaster of the indoor pool-\$315,000

Replacement of the dehumidification system-\$1,575,000

Replacement of the HVAC system-\$2,887,500

Total project: \$5,451,600

RECOMMENDATION:

Staff recommends approval of the GMP package as presented.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

\$1,364,408 4B Debt

STAFF CONTACT:

Jen Basham, CPRE
Director of Parks and Recreation
jbasham@burlesontx.com
817-426-9201

BRICK RENOVATIONS – GMP INTERIOR RENOVATIONS & POOL RESURFACING

CITY COUNCIL

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION



BACKGROUND

- January 8, 2024: Council supported the plan for the renovation projects and the renderings for the lobby
 - Lobby Design - Ron Hobbs Architecture & Interior Design, LLP
- Construction Manager at Risk – Contract executed with C1S Group in May 2024
- Scope of Project:
 - Lobby Remodel
 - Pool Dehumidification System Replacement
 - Replace Indoor Pool Sand Filters
 - Resurface Indoor Pool
 - Replace A/C Units and Chillers
- First GMP Package – Council approved on September 9, 2024
- Current Phase:
 - Requesting approval for the final package.
 - ***Park Board recommended approval of this item on October 17, 2024 (pending)***

FIRST & FINAL PACKAGE BREAKDOWN

FIRST EQUIPMENT PACKAGE:

Includes:

- Design Calculation to size new pumps
- Demolition of (11) RTUs, (2) chillers & pumps, (2) dehumidifiers
- Provide and install (11) RTUs, (2) chillers & pumps, (2) dehumidifiers
- Disconnect and hook-up of electrical
- Tie into existing controls

First Package Cost - \$4,079,342

FINAL INTERIOR & POOL PACKAGE:

Interior Renovations:

- Lobby (includes removal of Rockwall)
- Pool Party Rooms
- Family Changing Rooms
- Lobby Restrooms
- Meeting Rooms

Indoor Pool:

- Resurface
- Remove and install new sand filters
- Install evacuator system

Final Package Cost - \$1,364,408

BUDGET AND FUNDING

Original Budget:

- First GMP Equipment Package - \$4,462,500
 - Desert Aire-\$1,575,000
 - HVAC replacement- \$2,887,500
- Final Package - \$989,100
 - Remodel of entryway- \$511,350
 - Replacement of Indoor Pool sand filter- \$162,750
 - Replaster of Indoor Pool-\$315,000

Total Budget: \$5,451,600

First Package Cost: \$4,079,342

Final Package Cost: \$1,364,408

Total: \$5,443,750



ADDITIONAL ELEMENTS

These elements will be addressed concurrently with the Brick Renovation project; however, they fall outside the scope of our contract with C1S.

- Meeting Room Audio/Visual - \$47,269.63
- Women's Locker Replacement - \$39,387
- Small Indoor Playstructure (Lobby) - estimate \$45,000
- Lobby Furniture - \$75,912
- Contingency – estimate \$20,757
- For an approximate total of \$228,325

*This will come back to Council as part of the capital project amendment in November





INTERIOR RENOVATIONS:

Includes lobby remodel, play structure, meeting room and party rental room remodels, AV and women's locker replacement

NOVEMBER 2024



POOL RENOVATIONS:

Includes replacement of indoor sandfilter, dehumidification system, evacuation system, replastering of indoor pool

AUGUST 2025



HVAC UNITS:

Includes rooftop units and chillers

SEPTEMBER 2025

PROJECTED TIMELINE



APPROVE THE FINAL
PACKAGE AS PRESENTED

DENY THE FINAL PACKAGE

DIRECTION



CITY OF BURLESON

23366 – Interior Renovations & Pool Resurfacing

September 30, 2024



PREPARED FOR:

Jen Basham
City of Burleson
550 NW Summercrest Blvd.
Burleson, TX 76028



September 30, 2024

Jen Basham
Director - Parks and Recreation Department

550 NW Summercrest Blvd.
Burleson, TX 76028

RE: 23366 – Burleson Recreation Center Interior Renovations

Dear Jen,

On behalf of C1S Group, Inc., We are pleased to present the Guaranteed Maximum Price (GMP) proposal for the Burleson Recreation Center Interior Renovations and Pool Resurfacing.

The scope of this project includes:

- Interior Demolition
- Finish carpentry and Millwork
- Doors, Frames and Hardware
- Aluminum Windows
- Drywall and Acoustical Ceilings
- Finish Flooring
- Painting
- Toilet Accessories
- Pool Filters and Resurfacing
- Plumbing, HVAC, and Electrical

Our scope of work described here-in including the attached clarifications and assumptions will be provided for the amount of **(\$1,364,408.00) One Million Three Hundred Sixty-Four Thousand Four Hundred Eight Dollars, Excluding Tax.**

We thank you for this opportunity to present our proposal and appreciate your consideration to provide our professional services for your project. We look forward to introducing our project team and discussing your project in more detail.

Sincerely,

Jason Patterson
Director of Construction



Attachment A.1 - City of Burleson
Interior Renovations & Pool Resurfacing
Burleson, Texas

GMP

September 26, 2024

Cost Summary

| BID PACK | BID PACKAGE DESCRIPTION | TOTAL COST |
|--------------------------|-----------------------------------|--------------------|
| AREA TOTAL(S): | | |
| 01A | GENERAL REQUIREMENTS | \$80,465 |
| 02A | DEMOLITION | \$40,600 |
| 06A | ROUGH CARPENTRY | \$5,000 |
| 06C | FINISH CARPENTRY & MILLWORK | \$21,155 |
| 08A | DOORS, FRAMES & HARDWARE | \$4,615 |
| 08C | ALUM WINDOWS & STOREFRONT SYSTEMS | \$17,065 |
| 09B | DRYWALL & ACOUSTICAL | \$20,106 |
| 09C | TILE | \$174,635 |
| 09G | PAINTING & WALL COVERING | \$35,312 |
| 10A | TOILET ACCESSORIES & COMPARTMENTS | \$32,882 |
| 13A | POOLS AND SPAS | \$321,000 |
| 22A | PLUMBING | \$28,000 |
| 23A | HVAC | \$18,000 |
| 26A | ELECTRICAL | \$26,240 |
| 26B | FIRE ALARM | \$18,000 |
| TOTAL COST OF WORK | | \$843,075 |
| GENERAL CONDITIONS | LUMP SUM | \$96,256 |
| SUBTOTAL | | \$939,331 |
| GENERAL LIABILITY | 0.500% | \$6,822 |
| BUILDER'S RISK INSURANCE | 0.500% | \$6,822 |
| BUILDING PERMIT | LUMP SUM | WAIVED |
| PERFORMANCE BOND | | in package 1 |
| SUBTOTAL | | \$952,975 |
| CONTRACTOR CONTINGENCY | 5.000% | \$47,649 |
| SUBTOTAL | | \$1,000,624 |
| FEE | 5.000% | \$50,031 |
| PROJECT ALLOWANCE | | \$313,753 |
| TOTAL COST | | \$1,364,408 |

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package
Burleson, Texas
Clarifications and Assumptions

GMP

September 26th, 2024

The following clarifications and assumptions, organized by CSI MasterFormat, are included as part of the deliverable.

GENERAL NOTES

1. This proposal is valid for 30 days and is made contingent upon both parties reaching a mutually agreeable Contract and Schedule.
2. This proposal is based upon our interpretation of the IFP Design documents as prepared by C1S Group Inc. dated 08/16/2024.
3. If drawings or specifications conflict with these Clarifications and Assumptions, the Clarifications and Assumptions will prevail.
4. Allowances included within the proposal is provided below in divisional summary.
5. C1S Group is not responsible for determining or interpreting ADA requirements, codes, etc.
6. Because STC performance generally is a laboratory standard that cannot be verified by field measurements, we assume that the Architect and/or their consultant(s) will provide all sound rated assembly details through the completion of the design as necessary and/or required. Any responsibility for STC performance specification is excluded. Final field results are to be verified by Owner and Architect or their consultants at the completion of the Work as necessary.
7. Custom material colors/textures. We assume the standard manufacturer's standard range of colors and textures for specified and/or anticipated products.
8. C1S may request pre-payment for long lead time equipment.
9. This proposal is based upon Subcontractor proposals, supplemented by C1S Group's in house quantity survey and pricing.

DIVISION 01 – GENERAL CONDITIONS

This proposal includes:

1. Construction duration is based upon a 4-month construction schedule.
2. The following schedule-related clarifications and assumptions:
 - a. The schedule includes 0 days of weather-related delay to the critical path. Any weather impact during a normal work week will be made up on a Saturday within the same work week.
 - b. The schedule is based upon a night hours five (5) day work week.
 - c. The schedule assumes work hours from 7:00PM to 4:30AM Monday through Friday and 8:00PM to 7:00AM on Saturday with no work allowed on Sundays. Therefore, the opportunity to accelerate the work or incorporate changes will be limited by these restrictions.
3. General liability insurance.
4. Builder's risk insurance.
5. Contractor contingency. The contingency is included for use by the Contractor. No amounts have been included for unforeseen conditions, Owner-initiated changes, scope changes, design changes, etc.
6. Free use of existing elevator for material and personnel.
7. Performance bond.
8. Prevailing wage compliance with local requirements.
9. Project allowance of \$313,753.00 for evacuator system design and install

This proposal excludes:

10. Tax.
11. Building/site permit.
12. Escalation.
13. Responsibility for an "all-inclusive cost" for the "intent" of the documents. The Proposal is based on our reasonable interpretation as discussed and to provide complete functioning systems for the intended use of the space as described in these Clarifications and Assumptions.
14. Owner Construction contingency. However, it is highly recommended that the Owner carry a contingency until the design is further defined.
15. Preconstruction Services.

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package

Burleson, Texas

16. Finance fees on equipment or other items.
17. Any tariffs/impositions/trade restrictions or other events resulting in price escalations.
18. All impact fees, maintenance fees, franchises fees and usage burdens.
19. Parking expenses for subcontractors during construction. It is assumed the Contractor will park on-site at no cost.
20. Any cost related to storage and storing equipment. Assumes all equipment will be received and stored on site.
21. Construction and material testing. Testing assumed to be paid for by the Owner.
22. Site and/or subsurface surveys. Surveys assumed to be paid for by the Owner.
23. Temporary power and utilities for building, site, and jobsite offices. All electricity, gas, sewer, water, and consumption costs will be provided and paid for by Owner. This include cost to run a temporary chiller and assumes existing power is adequate to do so.
24. Temporary facilities for utilization by Owner, consultants and/or the Architect and Engineers
25. Document reproduction and/or shipping. Reproduction assumed to be paid for by the Owner. It is also assumed that electronic files be provided to the Contractor and/or its subcontractors by the design team at no cost.
26. Special review and inspection costs such as TDLR.
27. Special inspections
28. Provisions for existing concealed conditions that could adversely impact the schedule and/or cost of the project.
29. Site surveys and/or subsurface investigations. Both the surveys and investigations are assumed to be paid for by the Owner.
30. Costs for the detection, demolition and removal of any unforeseen conditions that are not included as part of the documents, including structures, tanks, hazardous materials including (i.e., mold, asbestos, lead paint, contaminated soils, VOCs and PCBs encountered on the project site).
31. Costs associated with a 3rd party Commissioning Agent; however, C1S Group will coordinate the “General Commissioning Requirements” with the Owner’s Commissioning Agent.
32. Costs for the detection and/or removal of hazardous materials including, but not limited to all mold, asbestos, lead, contaminated soils, and PCBs.
33. Guarantee of any Sound Transmission Coefficient (STC) ratings or similar acoustical performance requirements. STC performance generally is a laboratory standard that cannot be verified by field measurements. However, assemblies will be constructed as graphically detailed and described and will meet the expectations of the Architect.
34. Davis Bacon or compliance with any Federal wage requirements.
35. LEED Certification.
36. Design or engineering analysis.
37. BIM modeling.
38. Commissioning.
39. Factory Mutual (FM Global) Insurance requirements.

DIVISION 02 – EXISTING CONDITIONS

This proposal includes:

1. Demolition of tile and base.
2. Demolition of existing furniture.
3. Demolition of climbing wall.
4. Dust protection.

This proposal excludes:

5. Costs for the detection and/or removal of hazardous materials including, but not limited to all mold, asbestos, lead paint, contaminated soils, PCBs, or other hazardous materials.
6. Any work unless specifically noted above or shown on documents.

DIVISION 03 - CONCRETE

This proposal includes:

1. NONE

DIVISION 04 - MASONRY

This proposal includes:

1. NONE

DIVISION 05 - METALS

This proposal includes:

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package
Burleson, Texas

1. NONE

DIVISION 06 – WOOD AND PLASTICS

This proposal includes:

1. Furnish and install of reception desk.
2. Furnish and install of reception desk engineered top.

This proposal excludes:

1. Any work unless specifically noted above or shown on documents
2. Non-standard color or material selection(s).

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

This proposal includes:

1. NONE.

DIVISION 08 – DOORS AND WINDOWS

This proposal includes:

1. Furnish and install of Hollow Metal Frame.
2. Furnish and install of Solid Core Wood Door.
3. Furnish and install of Door Hardware.
4. Furnish and install of Stainless-Steel Door edge protection.
5. Furnish and install of Aluminum Storefront.
6. Furnish and install of Window Film.

This proposal excludes:

1. Any work unless specifically noted above or shown on documents.
2. Keying of locksets.
3. Non-standard color or material selection.

DIVISION 09 - FINISHES

This proposal includes:

1. New Storage Room walls.
2. New ceiling in Storage Room.
3. Furnish and install of Luxury Vinyl Tile.
4. Furnish and install of Rubber Base.
5. Paint of below areas
 - a. Gypsum Walls & Ceilings
 - b. CMU Walls
 - c. Furr downs
 - d. Hollow Metal Frames
 - e. Pool area Handrails

This proposal excludes:

1. Any work unless specifically noted above or shown on documents.
2. Non-standard color or material selection.
3. Waxing or polishing of floors.
4. Moisture mitigation.
5. Level 5 finish.
6. Repair of damaged finishes by Owner's 3rd party or installers.
7. Seismic protection or restraints.

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package
Burleson, Texas

DIVISION 10 - SPECIALTIES

This proposal includes:

1. Furnish and install of Toilet paper dispenser.
2. Furnish and install of Grab bars.
3. Furnish and install of Wall mounted soap dispense.
4. Furnish and install of recessed towel dispenser and waste receptacle.
5. Furnish and install of changing table.
6. Furnish and install of framed mirror.
7. Furnish and install of shower accessories.
8. Furnish and install of towel hooks.
9. Reinstallation of toilet partitions.

This proposal excludes:

1. Any work unless specifically noted above or shown on documents.
2. Non-standard color or material selection.
3. All interior and exterior signage and wayfinding, assumed to be furnished and installed by the Owner.

DIVISION 11 - EQUIPMENT

This proposal includes:

1. NONE

DIVISION 12 - FURNISHINGS

This proposal includes:

1. NONE

DIVISION 13 – SPECIAL CONSTRUCTION

This proposal includes:

1. Demolition of current plaster on pool.
2. Refinish lane lines.
3. Furnish and install sand filters.
4. Clean and repair existing pool tile
5. Replaster pool.

This proposal excludes:

1. Any work unless specifically noted above or shown on documents.
2. Non-standard color or material selection.

DIVISION 14 – CONVEYING SYSTEMS

This proposal includes:

1. NONE

DIVISION 21 – FIRE PROTECTION

This proposal includes:

1. NONE

DIVISION 22 - PLUMBING

This proposal includes:

1. Remove and replace fixtures in room 113 & 114.
2. Remove and replace lavatory room 110.
3. Furnish and install new fixtures in rooms below
 - a. Room 107
 - b. Room 108
 - c. Room 109
 - d. Room 110

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package
Burleson, Texas

This proposal excludes:

1. Any work unless specifically noted above or shown on documents.
2. Non-standard color or material selection.
3. Commissioning.
4. Seismic protection or restraints.

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

This proposal includes:

1. Temporary protection during demolition.
2. Furnish and install new filters.
3. Test and Balance.
4. Relocate HVAC Grilles.

This proposal excludes:

5. New Ductwork.
6. Non-standard color or material selection(s).
7. Anti-Microbial coatings or filters.
8. Seismic protection or restraints.
9. Any work unless specifically noted above or shown on documents.

DIVISION 26, 27 & 28 – ELECTRICAL, COMMUNICATIONS, SAFETY AND SECURITY

This proposal includes:

1. Electrical demolition.
2. Furnish and install floor boxes.
3. Furnish and install new outlets.
4. Provide power to backlit mirrors.
5. Sawcut demo and replace concrete.
6. Relocate existing light fixtures and grille.

This proposal excludes:

7. Responsibility for integrity/function of the existing controls system. Assumes system is completely operable as is and that tie-ing into the system will not alter the functionality.
8. Warranty on existing electrical gear
9. Access Control, Security, Video, Structured Cabling, Telephone/Data, parking control or other low voltage systems.
10. Lightning protection
11. Providing and installation of feeder to tap can or meter box. Assumes Oncore or equivalent entities is responsible for pulling feeders from transformer to box.
12. Any special requirement from Oncore or equivalent entities that contradict or go above and beyond the requirements of the NEC. Any special or unique conditions required may incur additional cost.
13. Seismic protection or restraints.
14. Commissioning.
15. Non-standard color or material selection(s).
16. Any work unless specifically noted above or shown on documents.

DIVISION 31 - EARTHWORK

This proposal includes:

1. NONE

DIVISION 32 – EXTERIOR IMPROVEMENTS

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package
Burleson, Texas

This proposal includes:

1. NONE

DIVISION 33 - UTILITIES

This proposal includes:

1. NONE

END OF CLARIFICATION AND ASSUMPTIONS



C1S Construction
 Burleson Rec Center Interior Remodel
 8/29/24



| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessor | Calendar | |
|----|-----------|--|----------------|---------------------|---------------------|-------------|----------|-----|
| | | | | | | | May | Jun |
| 1 | | Burleson BRick Interior Remodel Construction Schedule | | | | | | |
| 2 | | Preconstruction | 72 days | Wed 6/5/24 | Thu 9/12/24 | | | |
| 3 | | Contract Executed | 0 days | Wed 6/5/24 | Wed 6/5/24 | | | |
| 4 | | Drawings submitted for bidding | 2 wks | Thu 8/29/24 | Wed 9/11/24 | | | |
| 5 | | Site Walk | 1 day | Thu 9/5/24 | Thu 9/5/24 | | | |
| 6 | | Bids Due | 1 day | Thu 9/12/24 | Thu 9/12/24 | | | |
| 7 | | Project Kickoff | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 8 | | Verify owner requirements | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 9 | | Verify security/photo policies | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 10 | | Determine site laydown/parking/trailer areas | 1 day | Mon 10/28/24 | Mon 10/28/24 | 5 | | |
| 11 | | Permitting | 2 wks | Mon 10/21/24 | Fri 11/1/24 | | | |
| 12 | | Sub Coordination | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 13 | | Framing/Drywall | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 14 | | Paint | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 15 | | Tile | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 16 | | Storefront Glass | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 17 | | Millwork | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 18 | | Pool Plaster/Sand Filters | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 19 | | Submittals/Shop Drawings | 2 wks | Mon 10/28/24 | Fri 11/8/24 | | | |
| 20 | | Framing/Drywall | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 21 | | Painting | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 22 | | Tile | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 23 | | Millwork | 2 wks | Mon 10/28/24 | Fri 11/8/24 | | | |
| 24 | | Electrical | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 25 | | Specialties | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |

6/5



C1S Construction
 Burleson Rec Center Interior Remodel
 8/29/24



| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessor | Gantt Chart | |
|----|-----------|-------------------------------------|----------------|---------------------|--------------------|-------------|-------------|-----|
| | | | | | | | May | Jun |
| 26 | | Pool Plaster | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 27 | | Sand Filters | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 28 | | Procurement | 45 days | Mon 11/11/24 | Fri 1/10/25 | | | |
| 29 | | Tile | 4 wks | Mon 11/4/24 | Fri 11/29/24 | | | |
| 30 | | Millwork | 6 wks | Mon 11/11/24 | Fri 12/20/24 | | | |
| 31 | | Specialties | 8 wks | Mon 11/4/24 | Fri 12/27/24 | | | |
| 32 | | Sand Filters | 10 wks | Mon 11/4/24 | Fri 1/10/25 | | | |
| 33 | | Construction | | | | | | |
| 34 | | Lobby Remodel | 17 wks | Mon 11/4/24 | Fri 2/28/25 | | | |
| 35 | | Mobilization | 1 wk | Mon 11/4/24 | Fri 11/8/24 | | | |
| 36 | | Interior Demo (Holiday included) | 3 wks | Mon 11/11/24 | Fri 11/29/24 | | | |
| 37 | | Interior Framing Install | 2 wks | Mon 11/25/24 | Fri 12/6/24 | | | |
| 38 | | Electrical Rough In | 1.5 wks | Mon 12/9/24 | Wed 12/18/24 | | | |
| 39 | | Drywall Install (Holidays Included) | 3 wks | Mon 12/16/24 | Fri 1/3/25 | | | |
| 40 | | Tape/Float/Paint | 2 wks | Mon 1/6/25 | Fri 1/17/25 | | | |
| 41 | | Tile install | 3 wks | Mon 1/20/25 | Fri 2/7/25 | | | |
| 42 | | Millwork Install | 1 wk | Mon 2/10/25 | Fri 2/14/25 | 41 | | |
| 43 | | Specialties Install | 1 wk | Mon 2/10/25 | Fri 2/14/25 | 41 | | |
| 44 | | Final Inspections | 1 day | Mon 2/17/25 | Mon 2/17/25 | 43 | | |
| 45 | | Substantial Completion | 1 day | Tue 2/18/25 | Tue 2/18/25 | 44 | | |
| 46 | | Punchlist | 1.5 wks | Wed 2/19/25 | Fri 2/28/25 | | | |
| 47 | | Pool Remodel | 6.2 wks | Mon 9/22/25 | Mon 11/3/25 | | | |
| 48 | | Pool Plaster Demo | 1 wk | Mon 9/22/25 | Fri 9/26/25 | | | |
| 49 | | Sand Filter Demo | 1 wk | Mon 9/29/25 | Fri 10/3/25 | | | |
| 50 | | Pool Surface leveling | 2 wks | Mon 9/29/25 | Fri 10/10/25 | 48 | | |
| 51 | | Pool Plaster Install | 2 wks | Mon 10/13/25 | Fri 10/24/25 | 50 | | |
| 52 | | Substantial Completion | 1 day | Mon 10/27/25 | Mon 10/27/25 | 51 | | |



C1S Construction
 Burleson Rec Center Interior Remodel
 8/29/24



| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessor | Gantt Chart | |
|----|-----------|---------------------------------|----------|--------------|--------------|-------------|-------------|-----|
| | | | | | | | May | Jun |
| 53 | | Punchlist | 1 wk | Tue 10/28/25 | Mon 11/3/25 | 52 | | |
| 54 | | Closeout | | | | | | |
| 55 | | O&M Manual | 2 wks | Tue 10/28/25 | Mon 11/10/25 | 52 | | |
| 56 | | As-builts | 2 wks | Tue 10/28/25 | Mon 11/10/25 | 52 | | |
| 57 | | Owner Training | 3 days | Tue 10/28/25 | Thu 10/30/25 | 52 | | |
| 58 | | Final Site Photos | 1 wk | Tue 10/28/25 | Mon 11/3/25 | 52 | | |
| 59 | | Warranty Letters | 1 wk | Tue 10/28/25 | Mon 11/3/25 | 52 | | |
| 60 | | Client Testimonial/survey | 1 day | Tue 10/28/25 | Tue 10/28/25 | 52 | | |
| 61 | | Schedule 11 month warranty walk | 1 day | Tue 10/28/25 | Tue 10/28/25 | 52 | | |



AIA[®]

Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment **EXHIBIT A-2** dated the **11th** day of **October** in the year **2024**, is incorporated into the accompanying AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the **11th** day of **October** in the year **2024** (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

City of Burleson Recreational Center (BRiCk Project)
141 W Renfro Street
Burleson, TX 76028

THE OWNER:
(Name, legal status, and address)

City of Burleson
141 W Renfro Street
Burleson, TX 76028

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

CIS Group, Inc.
4231 Sigma Road Suite. 110
Dallas, TX 75244

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **One Million Three Hundred Sixty-Four Thousand Four Hundred Eight Dollars, (1,364,408.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Exhibit A-2 , Attachment A.1

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

| Item | Price |
|------|-------|
| N/A | |

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| N/A | | |

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A | | |

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- [X] The date of execution of this Amendment.
- [] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Init.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: **November 2025**

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| N/A | |

(Paragraph deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|-------------------------------|--------------------------------|---------------------------------|-------|
| Exhibit A-2 Attachment A.2 | GMP Breakdown | September 26 th 2024 | |
| Exhibit A-2 Attachment A.2 | Clarifications and Assumptions | September 26 th 2024 | |
| Exhibit A-2 Attachment A.2 | Drawing Log | September 26 th 2024 | |
| Exhibit A-2 Attachment A.3 | Schedule | September 26 th 2024 | |

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

| Section | Title | Date | Pages |
|---------|-------|------|-------|
| N/A | | | |

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

| Number | Title | Date |
|----------------------|-----------------------------|---------------------------------|
| Refer to Drawing Log | Exhibit A-2 Attachment.2 | September 25 th 2024 |

Init.

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

| Title | Date | Pages |
|-------|------|-------|
| N/A | | |

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

| Item | Price |
|-----------------------------------|-------|
| Exhibit A-2 Attachments A.1 & A.2 | |

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Exhibit A-2 - Attachment A.2

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Asbestos Survey by Eco Systems, Dated - 03/01/2024

ARTICLE A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:22:25 ET on 10/11/2024.

PAGE 1

This Amendment **EXHIBIT A-2** dated the **11th** day of ~~in **October**~~ in the year ~~2024~~, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the **11th** day of **October** in the year **2024** (the "Agreement")

...

City of Burleson Recreational Center (BRiCk Project)
141 W Renfro Street
Burleson, TX 76028

...

City of Burleson
141 W Renfro Street
Burleson, TX 76028

...

CIS Group, Inc.
4231 Sigma Road Suite. 110
Dallas, TX 75244

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$ **One Million Three Hundred Sixty-Four Thousand Four Hundred Eight Dollars, (1,364,408.00)**), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Exhibit A-2, Attachment A.1

...

N/A

...

N/A

...

N/A

...

The date of execution of this Amendment.

PAGE 3

By the following date: November 2025

...

N/A

~~§ A.2.3.3~~ If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

...

Exhibit A-2 GMP Breakdown September 26th 2024
Attachment A.2

Exhibit A-2 Clarifications and September 26th 2024
Attachment A.2 Assumptions

Exhibit A-2 Drawing Log September 26th 2024
Attachment A.2

Exhibit A-2 Schedule September 26th 2024
Attachment A.3

...

N/A

...

Refer to Drawing Log Exhibit A-2 September 25th 2024
Attachment.2

PAGE 4

N/A

...

Exhibit A-2 Attachments A.1 & A.2

...

Exhibit A-2 - Attachment A.2

...

Asbestos Survey by Eco Systems, Dated - 03/01/2024

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:22:25 ET on 10/11/2024 under Order No. 4104248839 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



CITY OF BURLESON

23366 – Interior Renovations & Pool Resurfacing

September 30, 2024



PREPARED FOR:

Jen Basham
City of Burleson
550 NW Summercrest Blvd.
Burleson, TX 76028



September 30, 2024

Jen Basham
Director - Parks and Recreation Department

550 NW Summercrest Blvd.
Burleson, TX 76028

RE: 23366 – Burleson Recreation Center Interior Renovations

Dear Jen,

On behalf of C1S Group, Inc., We are pleased to present the Guaranteed Maximum Price (GMP) proposal for the Burleson Recreation Center Interior Renovations and Pool Resurfacing.

The scope of this project includes:

- Interior Demolition
- Finish carpentry and Millwork
- Doors, Frames and Hardware
- Aluminum Windows
- Drywall and Acoustical Ceilings
- Finish Flooring
- Painting
- Toilet Accessories
- Pool Filters and Resurfacing
- Plumbing, HVAC, and Electrical

Our scope of work described here-in including the attached clarifications and assumptions will be provided for the amount of **(\$1,364,408.00) One Million Three Hundred Sixty-Four Thousand Four Hundred Eight Dollars, Excluding Tax.**

We thank you for this opportunity to present our proposal and appreciate your consideration to provide our professional services for your project. We look forward to introducing our project team and discussing your project in more detail.

Sincerely,

Jason Patterson
Director of Construction



Attachment A.1 - City of Burleson
Interior Renovations & Pool Resurfacing
Burleson, Texas

GMP

September 26, 2024

Cost Summary

| BID PACK | BID PACKAGE DESCRIPTION | TOTAL COST |
|--------------------------|-----------------------------------|--------------------|
| AREA TOTAL(S): | | |
| 01A | GENERAL REQUIREMENTS | \$80,465 |
| 02A | DEMOLITION | \$40,600 |
| 06A | ROUGH CARPENTRY | \$5,000 |
| 06C | FINISH CARPENTRY & MILLWORK | \$21,155 |
| 08A | DOORS, FRAMES & HARDWARE | \$4,615 |
| 08C | ALUM WINDOWS & STOREFRONT SYSTEMS | \$17,065 |
| 09B | DRYWALL & ACOUSTICAL | \$20,106 |
| 09C | TILE | \$174,635 |
| 09G | PAINTING & WALL COVERING | \$35,312 |
| 10A | TOILET ACCESSORIES & COMPARTMENTS | \$32,882 |
| 13A | POOLS AND SPAS | \$321,000 |
| 22A | PLUMBING | \$28,000 |
| 23A | HVAC | \$18,000 |
| 26A | ELECTRICAL | \$26,240 |
| 26B | FIRE ALARM | \$18,000 |
| TOTAL COST OF WORK | | \$843,075 |
| GENERAL CONDITIONS | LUMP SUM | \$96,256 |
| SUBTOTAL | | \$939,331 |
| GENERAL LIABILITY | 0.500% | \$6,822 |
| BUILDER'S RISK INSURANCE | 0.500% | \$6,822 |
| BUILDING PERMIT | LUMP SUM | WAIVED |
| PERFORMANCE BOND | | in package 1 |
| SUBTOTAL | | \$952,975 |
| CONTRACTOR CONTINGENCY | 5.000% | \$47,649 |
| SUBTOTAL | | \$1,000,624 |
| FEE | 5.000% | \$50,031 |
| PROJECT ALLOWANCE | | \$313,753 |
| TOTAL COST | | \$1,364,408 |

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package
Burleson, Texas
Clarifications and Assumptions

GMP

September 26th, 2024

The following clarifications and assumptions, organized by CSI MasterFormat, are included as part of the deliverable.

GENERAL NOTES

1. This proposal is valid for 30 days and is made contingent upon both parties reaching a mutually agreeable Contract and Schedule.
2. This proposal is based upon our interpretation of the IFP Design documents as prepared by C1S Group Inc. dated 08/16/2024.
3. If drawings or specifications conflict with these Clarifications and Assumptions, the Clarifications and Assumptions will prevail.
4. Allowances included within the proposal is provided below in divisional summary.
5. C1S Group is not responsible for determining or interpreting ADA requirements, codes, etc.
6. Because STC performance generally is a laboratory standard that cannot be verified by field measurements, we assume that the Architect and/or their consultant(s) will provide all sound rated assembly details through the completion of the design as necessary and/or required. Any responsibility for STC performance specification is excluded. Final field results are to be verified by Owner and Architect or their consultants at the completion of the Work as necessary.
7. Custom material colors/textures. We assume the standard manufacturer's standard range of colors and textures for specified and/or anticipated products.
8. C1S may request pre-payment for long lead time equipment.
9. This proposal is based upon Subcontractor proposals, supplemented by C1S Group's in house quantity survey and pricing.

DIVISION 01 – GENERAL CONDITIONS

This proposal includes:

1. Construction duration is based upon a 4-month construction schedule.
2. The following schedule-related clarifications and assumptions:
 - a. The schedule includes 0 days of weather-related delay to the critical path. Any weather impact during a normal work week will be made up on a Saturday within the same work week.
 - b. The schedule is based upon a night hours five (5) day work week.
 - c. The schedule assumes work hours from 7:00PM to 4:30AM Monday through Friday and 8:00PM to 7:00AM on Saturday with no work allowed on Sundays. Therefore, the opportunity to accelerate the work or incorporate changes will be limited by these restrictions.
3. General liability insurance.
4. Builder's risk insurance.
5. Contractor contingency. The contingency is included for use by the Contractor. No amounts have been included for unforeseen conditions, Owner-initiated changes, scope changes, design changes, etc.
6. Free use of existing elevator for material and personnel.
7. Performance bond.
8. Prevailing wage compliance with local requirements.
9. Project allowance of \$313,753.00 for evacuator system design and install

This proposal excludes:

10. Tax.
11. Building/site permit.
12. Escalation.
13. Responsibility for an "all-inclusive cost" for the "intent" of the documents. The Proposal is based on our reasonable interpretation as discussed and to provide complete functioning systems for the intended use of the space as described in these Clarifications and Assumptions.
14. Owner Construction contingency. However, it is highly recommended that the Owner carry a contingency until the design is further defined.
15. Preconstruction Services.

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package

Burleson, Texas

16. Finance fees on equipment or other items.
17. Any tariffs/impositions/trade restrictions or other events resulting in price escalations.
18. All impact fees, maintenance fees, franchises fees and usage burdens.
19. Parking expenses for subcontractors during construction. It is assumed the Contractor will park on-site at no cost.
20. Any cost related to storage and storing equipment. Assumes all equipment will be received and stored on site.
21. Construction and material testing. Testing assumed to be paid for by the Owner.
22. Site and/or subsurface surveys. Surveys assumed to be paid for by the Owner.
23. Temporary power and utilities for building, site, and jobsite offices. All electricity, gas, sewer, water, and consumption costs will be provided and paid for by Owner. This include cost to run a temporary chiller and assumes existing power is adequate to do so.
24. Temporary facilities for utilization by Owner, consultants and/or the Architect and Engineers
25. Document reproduction and/or shipping. Reproduction assumed to be paid for by the Owner. It is also assumed that electronic files be provided to the Contractor and/or its subcontractors by the design team at no cost.
26. Special review and inspection costs such as TDLR.
27. Special inspections
28. Provisions for existing concealed conditions that could adversely impact the schedule and/or cost of the project.
29. Site surveys and/or subsurface investigations. Both the surveys and investigations are assumed to be paid for by the Owner.
30. Costs for the detection, demolition and removal of any unforeseen conditions that are not included as part of the documents, including structures, tanks, hazardous materials including (i.e., mold, asbestos, lead paint, contaminated soils, VOCs and PCBs encountered on the project site).
31. Costs associated with a 3rd party Commissioning Agent; however, C1S Group will coordinate the “General Commissioning Requirements” with the Owner’s Commissioning Agent.
32. Costs for the detection and/or removal of hazardous materials including, but not limited to all mold, asbestos, lead, contaminated soils, and PCBs.
33. Guarantee of any Sound Transmission Coefficient (STC) ratings or similar acoustical performance requirements. STC performance generally is a laboratory standard that cannot be verified by field measurements. However, assemblies will be constructed as graphically detailed and described and will meet the expectations of the Architect.
34. Davis Bacon or compliance with any Federal wage requirements.
35. LEED Certification.
36. Design or engineering analysis.
37. BIM modeling.
38. Commissioning.
39. Factory Mutual (FM Global) Insurance requirements.

DIVISION 02 – EXISTING CONDITIONS

This proposal includes:

1. Demolition of tile and base.
2. Demolition of existing furniture.
3. Demolition of climbing wall.
4. Dust protection.

This proposal excludes:

5. Costs for the detection and/or removal of hazardous materials including, but not limited to all mold, asbestos, lead paint, contaminated soils, PCBs, or other hazardous materials.
6. Any work unless specifically noted above or shown on documents.

DIVISION 03 - CONCRETE

This proposal includes:

1. NONE

DIVISION 04 - MASONRY

This proposal includes:

1. NONE

DIVISION 05 - METALS

This proposal includes:

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package
Burleson, Texas

1. NONE

DIVISION 06 – WOOD AND PLASTICS

This proposal includes:

1. Furnish and install of reception desk.
2. Furnish and install of reception desk engineered top.

This proposal excludes:

1. Any work unless specifically noted above or shown on documents
2. Non-standard color or material selection(s).

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

This proposal includes:

1. NONE.

DIVISION 08 – DOORS AND WINDOWS

This proposal includes:

1. Furnish and install of Hollow Metal Frame.
2. Furnish and install of Solid Core Wood Door.
3. Furnish and install of Door Hardware.
4. Furnish and install of Stainless-Steel Door edge protection.
5. Furnish and install of Aluminum Storefront.
6. Furnish and install of Window Film.

This proposal excludes:

1. Any work unless specifically noted above or shown on documents.
2. Keying of locksets.
3. Non-standard color or material selection.

DIVISION 09 - FINISHES

This proposal includes:

1. New Storage Room walls.
2. New ceiling in Storage Room.
3. Furnish and install of Luxury Vinyl Tile.
4. Furnish and install of Rubber Base.
5. Paint of below areas
 - a. Gypsum Walls & Ceilings
 - b. CMU Walls
 - c. Furr downs
 - d. Hollow Metal Frames
 - e. Pool area Handrails

This proposal excludes:

1. Any work unless specifically noted above or shown on documents.
2. Non-standard color or material selection.
3. Waxing or polishing of floors.
4. Moisture mitigation.
5. Level 5 finish.
6. Repair of damaged finishes by Owner's 3rd party or installers.
7. Seismic protection or restraints.

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package
Burleson, Texas

DIVISION 10 - SPECIALTIES

This proposal includes:

1. Furnish and install of Toilet paper dispenser.
2. Furnish and install of Grab bars.
3. Furnish and install of Wall mounted soap dispense.
4. Furnish and install of recessed towel dispenser and waste receptacle.
5. Furnish and install of changing table.
6. Furnish and install of framed mirror.
7. Furnish and install of shower accessories.
8. Furnish and install of towel hooks.
9. Reinstallation of toilet partitions.

This proposal excludes:

1. Any work unless specifically noted above or shown on documents.
2. Non-standard color or material selection.
3. All interior and exterior signage and wayfinding, assumed to be furnished and installed by the Owner.

DIVISION 11 - EQUIPMENT

This proposal includes:

1. NONE

DIVISION 12 - FURNISHINGS

This proposal includes:

1. NONE

DIVISION 13 – SPECIAL CONSTRUCTION

This proposal includes:

1. Demolition of current plaster on pool.
2. Refinish lane lines.
3. Furnish and install sand filters.
4. Clean and repair existing pool tile
5. Replaster pool.

This proposal excludes:

1. Any work unless specifically noted above or shown on documents.
2. Non-standard color or material selection.

DIVISION 14 – CONVEYING SYSTEMS

This proposal includes:

1. NONE

DIVISION 21 – FIRE PROTECTION

This proposal includes:

1. NONE

DIVISION 22 - PLUMBING

This proposal includes:

1. Remove and replace fixtures in room 113 & 114.
2. Remove and replace lavatory room 110.
3. Furnish and install new fixtures in rooms below
 - a. Room 107
 - b. Room 108
 - c. Room 109
 - d. Room 110

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package
Burleson, Texas

This proposal excludes:

1. Any work unless specifically noted above or shown on documents.
2. Non-standard color or material selection.
3. Commissioning.
4. Seismic protection or restraints.

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

This proposal includes:

1. Temporary protection during demolition.
2. Furnish and install new filters.
3. Test and Balance.
4. Relocate HVAC Grilles.

This proposal excludes:

5. New Ductwork.
6. Non-standard color or material selection(s).
7. Anti-Microbial coatings or filters.
8. Seismic protection or restraints.
9. Any work unless specifically noted above or shown on documents.

DIVISION 26, 27 & 28 – ELECTRICAL, COMMUNICATIONS, SAFETY AND SECURITY

This proposal includes:

1. Electrical demolition.
2. Furnish and install floor boxes.
3. Furnish and install new outlets.
4. Provide power to backlit mirrors.
5. Sawcut demo and replace concrete.
6. Relocate existing light fixtures and grille.

This proposal excludes:

7. Responsibility for integrity/function of the existing controls system. Assumes system is completely operable as is and that tie-ing into the system will not alter the functionality.
8. Warranty on existing electrical gear
9. Access Control, Security, Video, Structured Cabling, Telephone/Data, parking control or other low voltage systems.
10. Lightning protection
11. Providing and installation of feeder to tap can or meter box. Assumes Oncore or equivalent entities is responsible for pulling feeders from transformer to box.
12. Any special requirement from Oncore or equivalent entities that contradict or go above and beyond the requirements of the NEC. Any special or unique conditions required may incur additional cost.
13. Seismic protection or restraints.
14. Commissioning.
15. Non-standard color or material selection(s).
16. Any work unless specifically noted above or shown on documents.

DIVISION 31 - EARTHWORK

This proposal includes:

1. NONE

DIVISION 32 – EXTERIOR IMPROVEMENTS

Attachment A.2
Burleson Recreation Center
23366 – Interior Finish Out Package
Burleson, Texas

This proposal includes:

1. NONE

DIVISION 33 - UTILITIES

This proposal includes:

1. NONE

END OF CLARIFICATION AND ASSUMPTIONS



C1S Construction
 Burleson Rec Center Interior Remodel
 8/29/24



| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessor | Gantt Chart | |
|----|-----------|--|----------------|---------------------|---------------------|-------------|-------------|-----|
| | | | | | | | May | Jun |
| 1 | | Burleson BRick Interior Remodel Construction Schedule | | | | | | |
| 2 | | Preconstruction | 72 days | Wed 6/5/24 | Thu 9/12/24 | | | |
| 3 | | Contract Executed | 0 days | Wed 6/5/24 | Wed 6/5/24 | | | |
| 4 | | Drawings submitted for bidding | 2 wks | Thu 8/29/24 | Wed 9/11/24 | | | |
| 5 | | Site Walk | 1 day | Thu 9/5/24 | Thu 9/5/24 | | | |
| 6 | | Bids Due | 1 day | Thu 9/12/24 | Thu 9/12/24 | | | |
| 7 | | Project Kickoff | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 8 | | Verify owner requirements | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 9 | | Verify security/photo policies | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 10 | | Determine site laydown/parking/trailer areas | 1 day | Mon 10/28/24 | Mon 10/28/24 | 5 | | |
| 11 | | Permitting | 2 wks | Mon 10/21/24 | Fri 11/1/24 | | | |
| 12 | | Sub Coordination | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 13 | | Framing/Drywall | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 14 | | Paint | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 15 | | Tile | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 16 | | Storefront Glass | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 17 | | Millwork | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 18 | | Pool Plaster/Sand Filters | 1 wk | Mon 10/21/24 | Fri 10/25/24 | | | |
| 19 | | Submittals/Shop Drawings | 2 wks | Mon 10/28/24 | Fri 11/8/24 | | | |
| 20 | | Framing/Drywall | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 21 | | Painting | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 22 | | Tile | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 23 | | Millwork | 2 wks | Mon 10/28/24 | Fri 11/8/24 | | | |
| 24 | | Electrical | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 25 | | Specialties | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |

6/5



C1S Construction
 Burleson Rec Center Interior Remodel
 8/29/24













| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessor | Gantt Chart | |
|----|-----------|-------------------------------------|----------------|---------------------|--------------------|-------------|-------------|-----|
| | | | | | | | May | Jun |
| 26 | | Pool Plaster | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 27 | | Sand Filters | 1 wk | Mon 10/28/24 | Fri 11/1/24 | | | |
| 28 | | Procurement | 45 days | Mon 11/11/24 | Fri 1/10/25 | | | |
| 29 | | Tile | 4 wks | Mon 11/4/24 | Fri 11/29/24 | | | |
| 30 | | Millwork | 6 wks | Mon 11/11/24 | Fri 12/20/24 | | | |
| 31 | | Specialties | 8 wks | Mon 11/4/24 | Fri 12/27/24 | | | |
| 32 | | Sand Filters | 10 wks | Mon 11/4/24 | Fri 1/10/25 | | | |
| 33 | | Construction | | | | | | |
| 34 | | Lobby Remodel | 17 wks | Mon 11/4/24 | Fri 2/28/25 | | | |
| 35 | | Mobilization | 1 wk | Mon 11/4/24 | Fri 11/8/24 | | | |
| 36 | | Interior Demo (Holiday included) | 3 wks | Mon 11/11/24 | Fri 11/29/24 | | | |
| 37 | | Interior Framing Install | 2 wks | Mon 11/25/24 | Fri 12/6/24 | | | |
| 38 | | Electrical Rough In | 1.5 wks | Mon 12/9/24 | Wed 12/18/24 | | | |
| 39 | | Drywall Install (Holidays Included) | 3 wks | Mon 12/16/24 | Fri 1/3/25 | | | |
| 40 | | Tape/Float/Paint | 2 wks | Mon 1/6/25 | Fri 1/17/25 | | | |
| 41 | | Tile install | 3 wks | Mon 1/20/25 | Fri 2/7/25 | | | |
| 42 | | Millwork Install | 1 wk | Mon 2/10/25 | Fri 2/14/25 | 41 | | |
| 43 | | Specialties Install | 1 wk | Mon 2/10/25 | Fri 2/14/25 | 41 | | |
| 44 | | Final Inspections | 1 day | Mon 2/17/25 | Mon 2/17/25 | 43 | | |
| 45 | | Substantial Completion | 1 day | Tue 2/18/25 | Tue 2/18/25 | 44 | | |
| 46 | | Punchlist | 1.5 wks | Wed 2/19/25 | Fri 2/28/25 | | | |
| 47 | | Pool Remodel | 6.2 wks | Mon 9/22/25 | Mon 11/3/25 | | | |
| 48 | | Pool Plaster Demo | 1 wk | Mon 9/22/25 | Fri 9/26/25 | | | |
| 49 | | Sand Filter Demo | 1 wk | Mon 9/29/25 | Fri 10/3/25 | | | |
| 50 | | Pool Surface leveling | 2 wks | Mon 9/29/25 | Fri 10/10/25 | 48 | | |
| 51 | | Pool Plaster Install | 2 wks | Mon 10/13/25 | Fri 10/24/25 | 50 | | |
| 52 | | Substantial Completion | 1 day | Mon 10/27/25 | Mon 10/27/25 | 51 | | |



C1S Construction
 Burleson Rec Center Interior Remodel
 8/29/24



| ID |  | Task Mode | Task Name | Duration | Start | Finish | Predecessor | Gantt Chart | |
|----|---|---|---------------------------------|----------|--------------|--------------|-------------|-------------|-----|
| | | | | | | | | May | Jun |
| 53 | |  | Punchlist | 1 wk | Tue 10/28/25 | Mon 11/3/25 | 52 | | |
| 54 | |  | Closeout | | | | | | |
| 55 | |  | O&M Manual | 2 wks | Tue 10/28/25 | Mon 11/10/25 | 52 | | |
| 56 | |  | As-builts | 2 wks | Tue 10/28/25 | Mon 11/10/25 | 52 | | |
| 57 | |  | Owner Training | 3 days | Tue 10/28/25 | Thu 10/30/25 | 52 | | |
| 58 | |  | Final Site Photos | 1 wk | Tue 10/28/25 | Mon 11/3/25 | 52 | | |
| 59 | |  | Warranty Letters | 1 wk | Tue 10/28/25 | Mon 11/3/25 | 52 | | |
| 60 | |  | Client Testimonial/survey | 1 day | Tue 10/28/25 | Tue 10/28/25 | 52 | | |
| 61 | |  | Schedule 11 month warranty walk | 1 day | Tue 10/28/25 | Tue 10/28/25 | 52 | | |

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: October 21, 2024

SUBJECT:

Consider approving a contract through Buyboard Cooperative Purchasing agreement with Gametime for a playground at Centennial Park in the amount of \$466,026.80 with a project contingency of \$13,441.7, for a total of \$479,468.5. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

SUMMARY:

The Centennial Park Playground is slated for replacement as part of the 2025 Parks Capital Improvement Plan, with a total project budget of \$525,000. Following a successful grant application with GameTime in July, the City received matching funds for the renovation in the amount of. Public engagement with surveys was conducted from October 1-6, 2024, to gather community feedback on three design options. 889 total surveys were collected.

Survey breakdown:

Option 1 – 334 surveys collected
Option 2 – 62 surveys collected
Option 3 – 482 surveys collected

As part of this renovation, Centennial Park is being established as a National Demonstration Site, with a special focus on inclusive playground design. The playground will incorporate evidence-based design features aimed at creating a space where children of all abilities can play together, fostering inclusion and community. This designation highlights Burleson's commitment to becoming a leader in providing accessible and engaging recreational opportunities for all residents.

RECOMMENDATION:

Recommend as presented.

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

August 15, 2024: Park Board reviewed opportunity and unanimously supported grant and engagement process

August 19, 2024: City Council reviewed and unanimously supported grant and engagement process

REFERENCE:

FISCAL IMPACT:

\$525,000 – 4B

STAFF CONTACT:

Jessica Martinez
Deputy Director of Parks
jmartinez@burlesontx.com
682-312-2765



Centennial Park:

October 21, 2024 – City Council

Staff Contact: Jen Basham, Director of Parks and Recreation

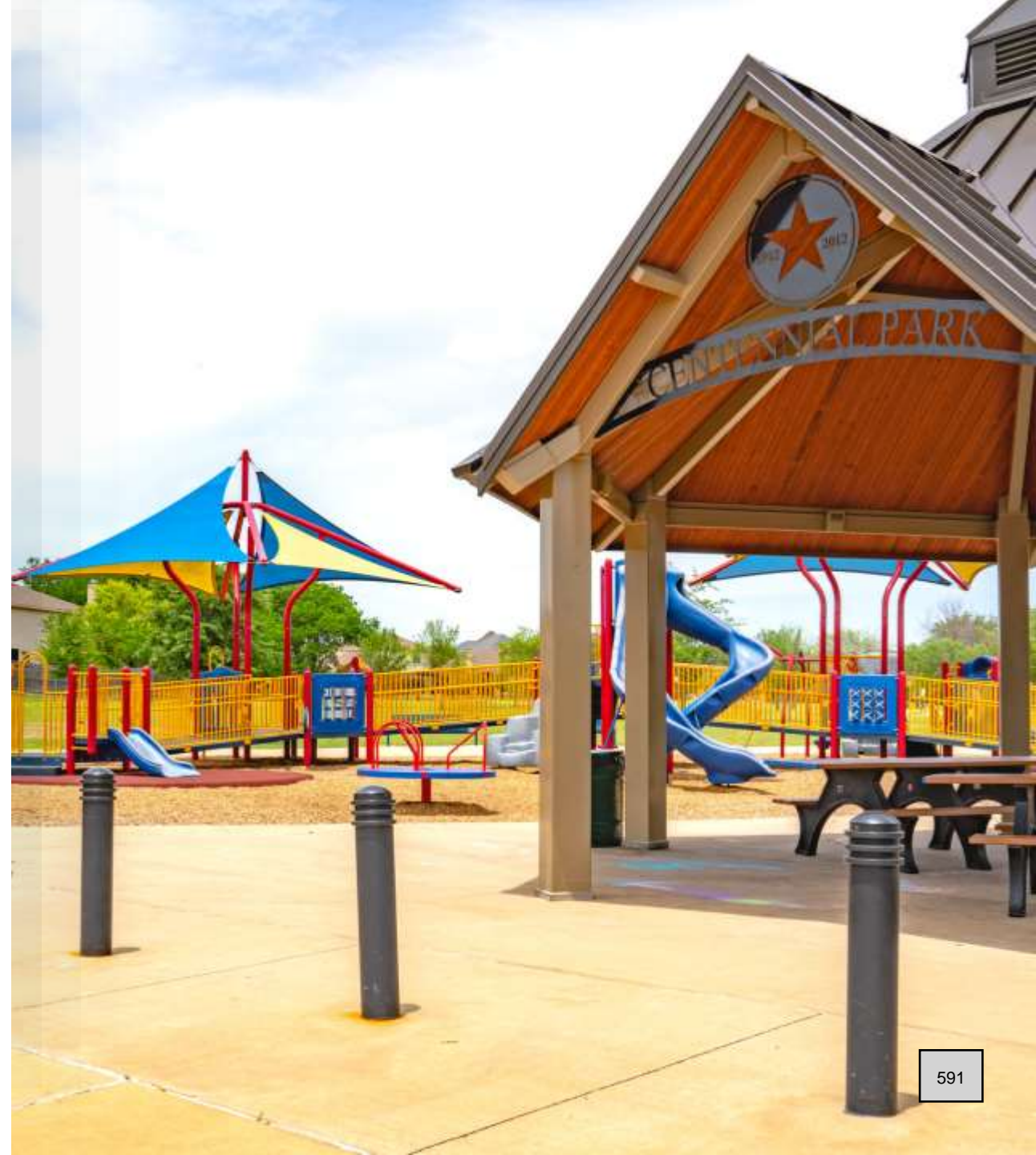


Overview

- Background
- National Demonstration Site
- 7 Principles of Inclusive Playground Design
- Public Engagement: Summary of Surveys
- Selected Park Improvement
- Options

Background

- Centennial Park is identified for playground replacement in the 2025 parks capital improvement plan.
- This project has been budgeted at \$525,000.
- **July 17, 2024:** Staff submitted an application for a playground grant opportunity with Gametime.
- **July 30, 2024:** Staff received notice of award for matching funds from GameTime for Centennial Park playground renovation. Grant amount will vary based on selected playground concept.
- **August 15, 2024:** Park Board reviewed opportunity and unanimously supported grant and engagement process
- **August 19, 2024:** City Council reviewed and unanimously supported grant and engagement process
- Gametime created three concepts for staff to review and to release to the community for public engagement.
- Each playground concept option incorporated all 7 principles of inclusivity qualifying them as National Demonstration Sites.
- Public engagement ran from **October 1-October 6,**





What is a National Demonstration Site?

- National Demonstration sites are built using comprehensive and validated research that turn data into practice. As a national demonstration site we will continue to collect data that will assist with guiding how we shape play in our community moving forward.

Public Engagement: Summary of Surveys

- **Survey dates:**
October 1 - October 6
- **Total responses:** 889
- This is the highest level of response we have had on a playground refurbishment to date. We received quite a bit of feedback regarding how beloved the park currently is and how much it is utilized.
- Additional feedback on social media included:
 - More shade
 - Fencing around the playground
 - Wheelchair accessible ramps and how the current structure ramp system is preferred
 - Wheelchair accessible ground features that interacts with their peers
 - Many users did not realize the age of the structure, or that the new proposed structures would be more inclusive than the existing and voiced their concerns

TAKE THE SURVEY TODAY



BEFORE



AFTER

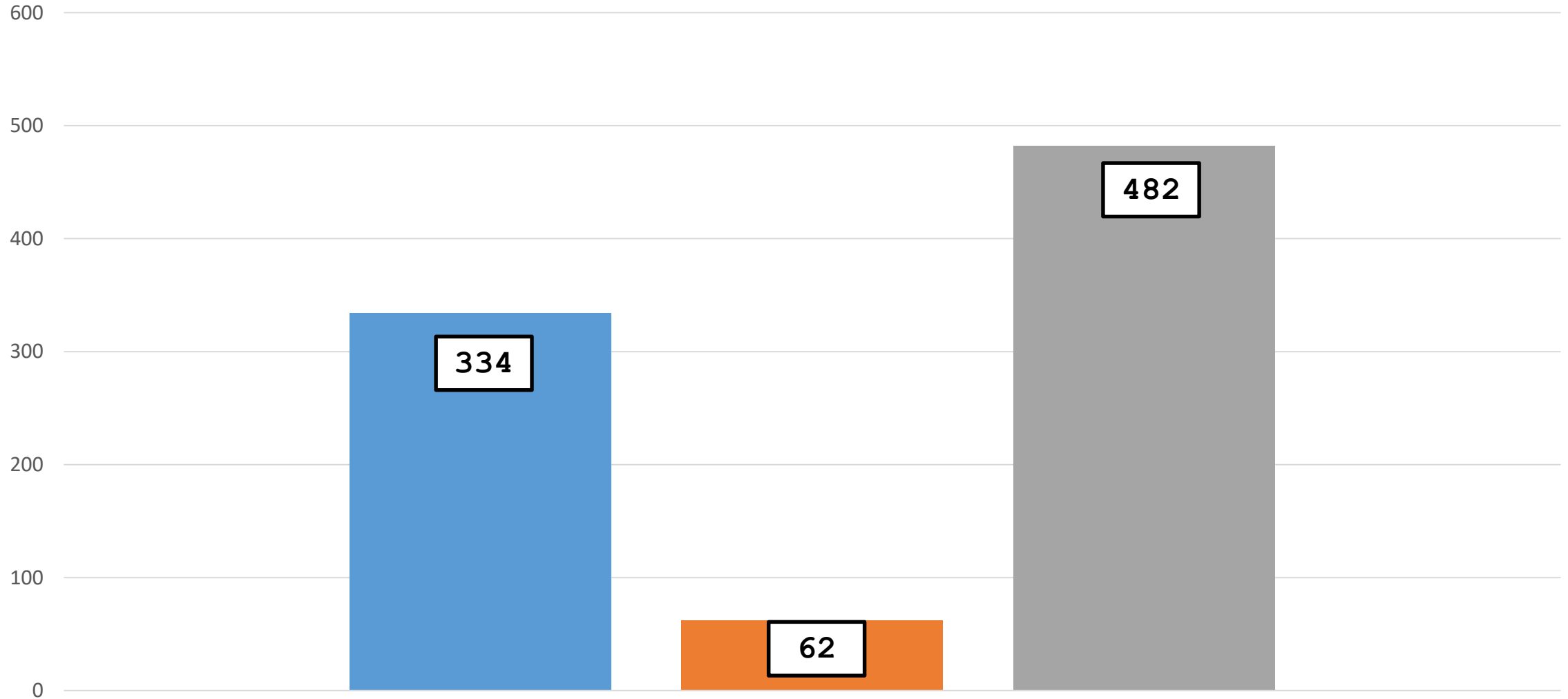
OPTION 1







Which Playground?



Playground Options

■ Option 1

■ Option 2

■ Option 3

**Elements
Community
Selected
Park Improvements**

Option 3

Playground features include:

Swings

- 2 bays
- 1 expression seat
- 1 zero g seat

Slides

- 6 slides

Ladders, Bridges, and Platforms

- 10 foot tower hex
- ADA Crows nest
- Vertical ladder
- Leaning wall climber
- Overhead ladder
- Wider decks and ramps for ADA

Climbing ropes or walls

- Leaning wall climber
- Therapeutic rings
- Ergo climber
- Splitter climber
- Inchworm climber

Inclusive features

- Ground level activity panels
- Extra wide ramp/deck
- Poured in Place surfacing
- Slide transfers
- Braille panel
- Wayfinder sign
- Communication board

Imaginative or sensory play elements

- Sensory wave entrance
- Ground level panels
- Fun seat

























Shade

- 2 integrated shade on unit

Free standing equipment

- Roxall
- Merry go all

Centennial Inclusive Features

| FEATURE | COST | PHYSICAL | SOCIAL /EMOTIONAL | COGNITIVE | SENSORY | COMMUNICATION |
|--|----------------------------------|---|---|---|---|---|
| Poured-In-Place Surfacing | \$132,856 |  | | | | |
| Custom Play System | \$248,562 |  |  |  |  |  |
| Sensory/ Ground Panels (Multiple) | Merged within custom play system |  |  |  |  |  |
| Communication, Wayfinder, and Braille Boards (3) | Merged within custom play system | |  |  |  |  |
| Musical Features (4) | Merged within custom play system |  |  |  |  |  |
| Motion Activities with Inclusive Features (3) | \$30,104 |  |  |  |  | |



THERAPEUTIC RINGS



INCLUSIVE WHIRL (REPLACED MERRY GO ROUND AFTER PUBLIC ENGAGEMENT RESULTS)



RAMP ACCESSIBLE SENSORY AND GROUND PLAY FEATURES



ROXALL



OPTION 3 with additional shade and inclusive whirl, fencing will be done outside of gametime scope



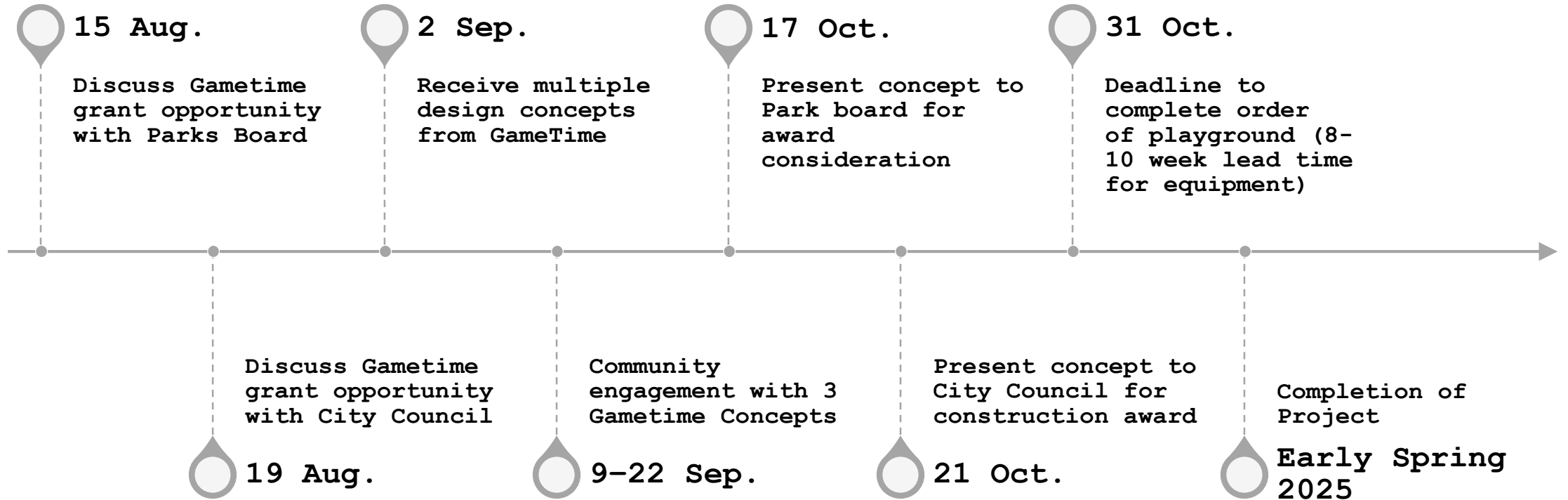
Breakdown of Funding

The playground grant only covers the main play structure and the installation of the structure, all other elements are not included

- Total funding in capital plan-\$525,000
- Playground Equipment Eligible Toward Grant Requirement – \$254,727
- Final Grant Award (includes play structure and play structure installation only)-\$127,363.50
- City Funded Portion to Gametime (additional play features, swings, playground surfacing, drainage, final grade)- \$466,026.80
- Contingency-\$13,441.70
- Administrative contracts for fencing, shade and other improvements- \$45,531.46
- Total Project (less grant funding)-\$525,000



Timeline



Options

**Staff
Recommendation**



Consider approving a contract through Buyboard Cooperative Purchasing agreement with Gametime for a playground at Centennial Park in the amount of \$466,026.80 with a project contingency of \$13,441.7, for a total of \$479,468.5.



Deny

Proposal for
City of Burleson

Prepared by



09/30/2024
PROJECT: 171736
Centennial Park – Grant 2024 – Three Options
(REVISED)



800-438-2780 | cunninghamrec.com

Hello!

We are excited for the opportunity to work with you on your upcoming exciting new playground project! For almost 60 years, Cunningham Recreation has designed and built thousands of playgrounds for children of all ages and all abilities. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Cunningham Recreation is the exclusive representative for GameTime park and playground equipment in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Texas, Tennessee, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

The following pages will provide greater detail about our proposal(s), more information on Cunningham Recreation and GameTime and how we can meet the goals of your project.

Please reach out with any questions or additional details. I look forward to working with you.

Sincerely,



Hunter Barron
Sales Associate
945-283-1589
hunter@cunninghamrec.com



About Cunningham Recreation and GameTime



Since 1929, GameTime has been a pioneer in the commercial playground equipment industry. GameTime has continued to bring meaningful research around the importance of play to the design, engineering, manufacture, and delivery of play equipment. GameTime Play Equipment's work has elevated industry standards on safety, physical and mental development, inclusion, and intergenerational interaction.

GameTime play systems, site furnishings and amenities are constructed from the highest quality materials and are backed by the industry's best warranty and customer service. Equipment is manufactured to meet current ASTM, CPSC and ADA guidelines for playground safety and accessibility.

For almost 60 years, Cunningham Recreation has been providing commercial park and playground equipment from design to construction. We are proud to serve as GameTime Play Equipment's exclusive representative in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Tennessee, Texas, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

Cunningham Recreation has adequate coverage in each territory to ensure our customers receive professional assistance and excellent customer service.

Range of Installation and Services

GameTime holds an ISO 9001 certification, which validates our high-quality manufacturing standards and our commitment to excellence in the design, production, installation, inspection and testing of our products. Our ISO 14001 certification supports our dedication to environmental sustainability and our commitment to eliminating waste, implementing recycling practices in our manufacturing facility, and offering recycled and recyclable products to our customers.

Cunningham Recreation specializes in complete park and playground solutions. We offer a full range of commercial park and play equipment for children of all ages and all abilities, and we have completed thousands of installations.

Cunningham Recreation offers a variety of resources and design approaches for planning and maintaining parks and playgrounds.



Both Cunningham Recreation and GameTime are considered leaders in the playground industry. Why not partner with a leader? Our research, design principles, innovative products and available resources are at your disposal.



SIGNATURE PROJECTS



Southeast Metro Park – Austin, TX

This playground is for all ages and abilities; and somewhat of an outdoor museum. Its focal point is that of a Mosasaur, a prehistoric sea creature, discovered years ago in Travis County. Children are able to explore the full-length skeleton of the Mosasaur including crawling through the gigantic open toothed mouth. The playground provides a colorful and inclusive experience with its custom GFRC sea turtles and sea coral climbers, half spheres and other playful landscape features. It is completed with poured-in-place rubber safety surfacing.

Total Cost: \$600,000

College View Park – Carthage, TX

This 3-acre park is designed to reach all ages and abilities! It includes a GameTime inclusive play structure with integrated shade and freestanding play items consisting of an arch saucer swing, a 3-bay swing with adaptive seats, an inclusive whirl, multiple sensory wave seats, a Tri Runner and freestanding musical components. The project is completed with 7400 sq ft of poured-in-place rubber safety surfacing. A walking path wraps the area with multiple freestanding fitness components, several shades with benches and a gazebo.

Total Cost: \$700,000



Alcott Station Park – Mesquite, TX

This unique 5 acre park features a large GameTime Modern City play structure with beautiful turf safety surfacing as well as a Thrive 450 adult outdoor fitness area with poured-in-place rubber safety surfacing; and a two mile walking trail connecting all the other amenities in the park. Employees of the adjacent businesses as well as residents of the local neighborhoods are sure to utilize this beautiful space.

Total Cost: \$250,000



Option 3

Centennial Park - Option 3 Burleson, TX

Design • Build • PLAY!



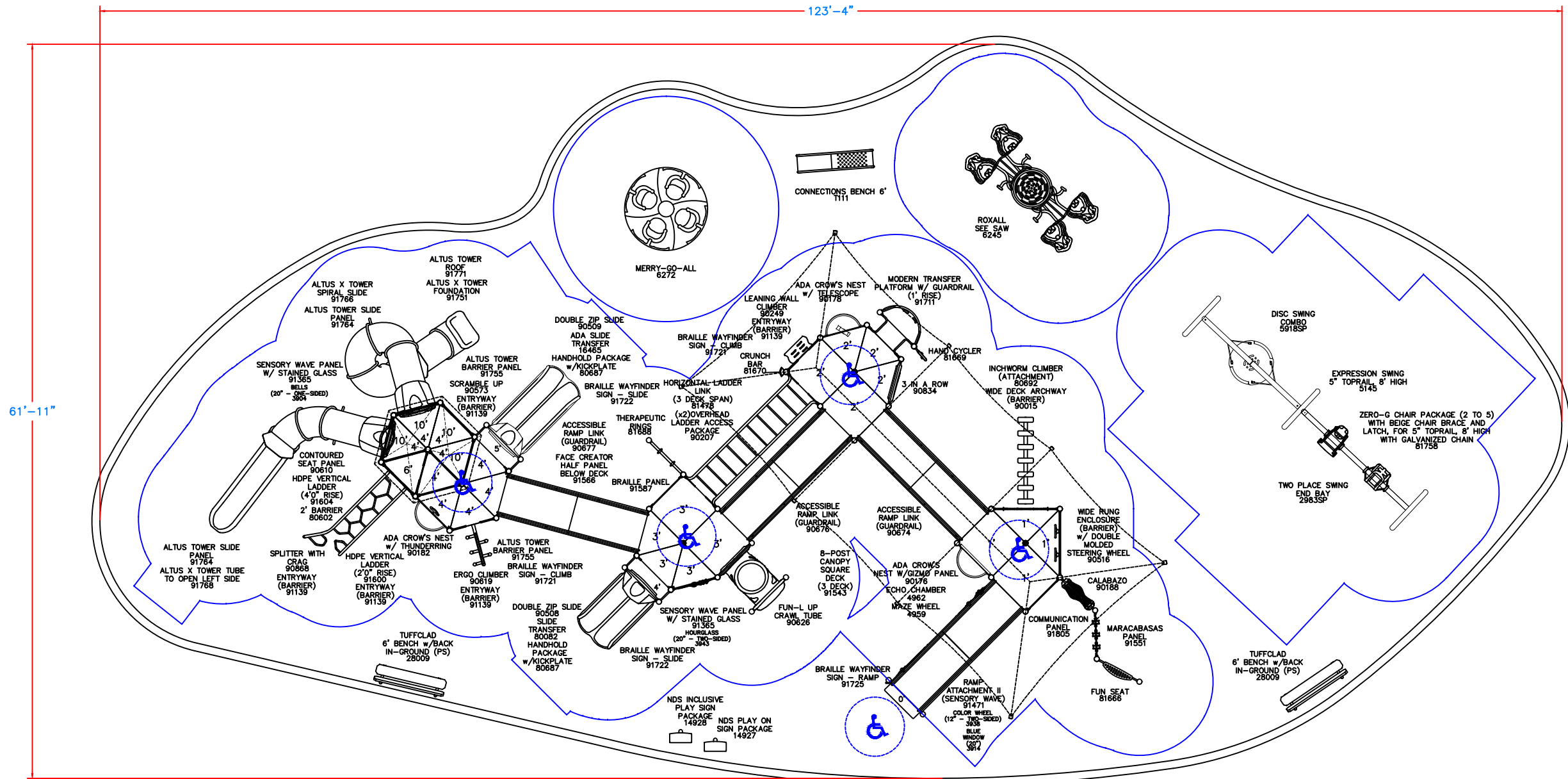
Color Palette: Avalon

Centennial Park - Option 3 Burleson, TX

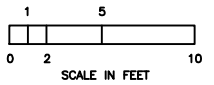
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Color Palette: Avalon



| SURFACING | |
|-----------|-------|
| TYPE | PIP |
| SQ FT | 5,333 |
| DEPTH | 4.5" |
| CURBING | |
| TYPE | CNCR |
| LN FT | 297 |
| HT | 8.5" |



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

City of Burleson
Centennial Park Option 3 (Revised)
Burleson, TX
Representative
Cunningham Recreation

This play equipment is recommended for children ages 2-5 & 5-12

Minimum Area Required:
Scale:
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
TCV
Date:
09/26/2024
Drawing Name:
171736-01-03R1



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

09/30/2024
 Quote #
 171736-01-05

Centennial Park (2024 Grant) - Option 3 (Revised)

City of Burleson
 Attn: Daniel Shafer
 550 NW Summercrest Blvd
 Burleson, TX 76028
 United States
 Phone: 817-944-9237
 dshafer@burlesontx.com

Ship to Zip 76028

| Quantity | Part # | Description | Unit Price | Amount |
|----------|--------|---|--------------|--------------|
| 1 | RDU | GameTime - Modular PowerScope Altus Tower Ramped Play Structure for Ages 5-12 [Accent: _____] [Basic: _____] [Deck:Pvc: _____] [Accent2: _____] [Tube: _____] [2ColorHDPE: _____] [Arch: _____] [RotoPlastic: _____] [HDPE: _____] [Fabric1: _____] | \$248,562.00 | \$248,562.00 |
| | | (1) 3904 -- Bells 20" 1S | | |
| | | (1) 3914 -- Blue Window 20" 1S | | |
| | | (1) 3938 -- Color Wheel 12" 2S | | |
| | | (1) 3943 -- Hourglass 20" 2S | | |
| | | (1) 4959 -- Maze Wheel | | |
| | | (1) 4962 -- Echo Chamber | | |
| | | (1) 16465 -- Slide Transfer (Ada) | | |
| | | (6) 16700 -- Ada49"Sq Punch Steel Deck | | |
| | | (16) 16701 -- Ada 49"Tri Punch Steel Dk | | |
| | | (2) 16803 -- Ada Wide Triangular Platform | | |
| | | (3) 80076 -- Deck Flat Cap Pkg | | |
| | | (1) 80082 -- Slide Transfer | | |
| | | (1) 80602 -- 2'-0"Entrance Barrier | | |
| | | (2) 80687 -- Handhold/Kick Plate Pkg | | |
| | | (1) 80692 -- Inchworm Climber Attach | | |
| | | (1) 81478 -- Horiz Ladder Link 147" | | |
| | | (1) 81666 -- Fun Seat | | |
| | | (1) 81669 -- Hand Cyclor | | |
| | | (1) 81670 -- Crunch Bar | | |
| | | (1) 81688 -- Therapeutic Rings Attch | | |
| | | (1) 90015 -- Wide Deck Archway W/ Barrier | | |
| | | (1) 90176 -- Ada Crow'S Nest W/ Gizmo | | |
| | | (1) 90178 -- Ada Crow'S Nest W/Telescope | | |
| | | (1) 90182 -- Ada Crow'S Nest W/ Thunderring | | |
| | | (1) 90188 -- Calabazo Panel | | |



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| Quantity | Part # | Description | Unit Price | Amount |
|----------|--------|---|------------|--------|
| | | (2) 90207 -- Overhead Ladder Access Package | | |
| | | (1) 90249 -- 2' Leaning Wall Climber | | |
| | | (1) 90262 -- 4' Upright, Alum | | |
| | | (1) 90263 -- 5' Upright, Alum | | |
| | | (3) 90264 -- 6' Upright, Alum | | |
| | | (3) 90265 -- 7' Upright, Alum | | |
| | | (6) 90266 -- 8' Upright, Alum | | |
| | | (5) 90267 -- 9' Upright, Alum | | |
| | | (4) 90268 -- 10' Upright, Alum | | |
| | | (1) 90269 -- 11' Upright, Alum | | |
| | | (1) 90508 -- 4' Double Zip Slide, Std Dk | | |
| | | (1) 90509 -- 5' Double Zip Slide, Std Dk | | |
| | | (1) 90516 -- Wide Rng Encl Dbl Mold S. Whl Bar Abov | | |
| | | (1) 90573 -- Scramble Up (3'-6" To 5'-0") | | |
| | | (1) 90610 -- Contoured Panel (Above) | | |
| | | (1) 90619 -- Ergo Climber (4'-0" & 4'-6") | | |
| | | (1) 90626 -- Fun-L Crawl Tube Attachment | | |
| | | (1) 90674 -- Std Access Ramp Link 3 Dk Gr | | |
| | | (1) 90676 -- Std Access Ramp Link Gr 2'-6" & 3' | | |
| | | (1) 90677 -- Std Access Ramp Link Gr 3'-6" & 4' | | |
| | | (1) 90834 -- 3-in-a-Row Panel | | |
| | | (1) 90868 -- Splitter 6' | | |
| | | (5) 91139 -- Entryway - Barrier | | |
| | | (2) 91365 -- Sensory Wave Panel w/ stained glass | | |
| | | (1) 91471 -- 1' Sensory Wave Ramp Att. II | | |
| | | (1) 91543 -- 8-Post Canopy Square Deck (3 deck) | | |
| | | (1) 91551 -- Maracabasas Panel (Below Deck) | | |
| | | (1) 91566 -- Face Creator Half Panel | | |
| | | (1) 91587 -- Braille Panel | | |
| | | (1) 91600 -- HDPE Vertical Ladder 2'0" | | |
| | | (1) 91604 -- HDPE Vertical Ladder 4'0" | | |
| | | (1) 91711 -- Modern Transfer w/Guardrail 1' Rise | | |
| | | (2) 91721 -- Wayfinder Sign - Climb | | |
| | | (2) 91722 -- Wayfinder Sign - Slide | | |
| | | (1) 91725 -- Wayfinder Sign - Ramp | | |
| | | (1) 91751 -- Altus X Tower Foundation | | |
| | | (2) 91755 -- Altus Tower Barrier Panel | | |



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Centennial Park (2024 Grant) - Option 3 (Revised)

| Quantity | Part # | Description | Unit Price | Amount |
|----------|---------|--|--------------|--------------|
| | | (2) 91764 -- AltusTower Slide Panel | | |
| | | (1) 91766 -- Altus X Tower Spiral Slide | | |
| | | (1) 91768 -- Altus X Tower Tube To Left | | |
| | | (1) 91771 -- Modern Hex Roof | | |
| | | (1) 91805 -- Communication Board | | |
| | | (1) 91829 -- 5" Upright Extension w/ Cap 6' | | |
| | | (6) 91830 -- 5" Upright Extension w/o Cap 6' | | |
| | | (4) G90262 -- 4' Upright, Galv | | |
| | | (1) G90266 -- 8' Upright, Galv | | |
| | | (10) G90268 -- 10' Upright, Galv | | |
| | | (1) G90269 -- 11' Upright, Galv | | |
| | | (7) G90273 -- 15' Upright, Galv | | |
| 1 | RDU | GameTime - PowerScape Swings with Disc Swing [Basic: _____] [RotoPlastic: _____] | \$16,808.00 | \$16,808.00 |
| | | (1) 5918SP -- Disc Swing Add-A-Bay | | |
| | | (1) 2983SP -- Two Play Swing End Bay, 8' | | |
| | | (1) 5145 -- Expression Swing 5" X 8' | | |
| | | (1) 81758 -- 5" Zero-G Chair (2-5)-Galv Chain | | |
| 1 | 6272 | GameTime - Merry-Go-All [Basic: _____] [Roto Plastic: _____] | \$9,859.00 | \$9,859.00 |
| 1 | 6245 | GameTime - RoxAll See Saw [Accent: _____] [Basic: _____] [Roto Plastic: _____] | \$13,296.00 | \$13,296.00 |
| 2 | 28009 | GT-Site - 6' P/S Bench W/Back Inground [Basic: _____] [Coated Site: _____] | \$1,025.00 | \$2,050.00 |
| 1 | T111 | GT-Site - Connections Bench 6' Surf Mt/Portable [RB Frame PC: _____] | \$1,500.00 | \$1,500.00 |
| 1 | 14927 | GameTime - NDS Play On Sign Package | | |
| 1 | 14928 | GameTime - NDS Inclusive Play Sign Package | | |
| 1 | 178749 | GameTime - Owner's Kit | \$89.00 | \$89.00 |
| 1 | POURED | GT-Impax - Poured in Place Rubber Safety Surfacing (SF)- <ul style="list-style-type: none"> Area: <u>5,333</u> Sq.Ft. Materials: (50% Standard Color / 50% Black) Depth: 4.5" for 10' CFH Freight to Site Installation of Rubber Surfacing Only; Regular Wages | \$132,856.00 | \$132,856.00 |
| 1 | INSTALL | MISC - Installation of Above Equipment | \$78,055.00 | \$78,055.00 |
| 1 | INSTALL | MISC - Provision and Installation of Sub-Base | \$18,640.00 | \$18,640.00 |
| 1 | INSTALL | GameTime - Concrete Curbs (LF) | \$29,060.00 | \$29,060.00 |



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Centennial Park (2024 Grant) - Option 3 (Revised)

| Quantity | Part # | Description | Unit Price | Amount |
|----------|---------------|--|--------------------------|---------------------|
| 1 | INSTALL | GameTime - ADA Ramp Access and Sidewalk Connection (5' x 15') to Parking Lot | \$4,195.00 | \$4,195.00 |
| 1 | INSTALL | GameTime - Drainage (LF) | \$4,895.00 | \$4,895.00 |
| 1 | INSTALL | MISC - Light Grading | \$18,640.00 | \$18,640.00 |
| 1 | 2024 GT-Grant | <p>MISC - 2024 Matching Funds Grant-</p> <p>Grant Rules and Limitations:</p> <p>To qualify for up to 100% matching grant, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, KidCourse, and The Stadium®. VistaRope®, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be received and validated by the project administrator by October 18, 2024. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 25, 2024, or until all eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2024, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2024 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.</p> | | |
| | | | Sub Total | \$578,505.00 |
| | | | Grant | (\$127,396.01) |
| | | | Estimated Freight | \$14,917.81 |
| | | | Total | \$466,026.80 |

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.



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GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.



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ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$466,026.80**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

 Salesperson's Signature

 Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

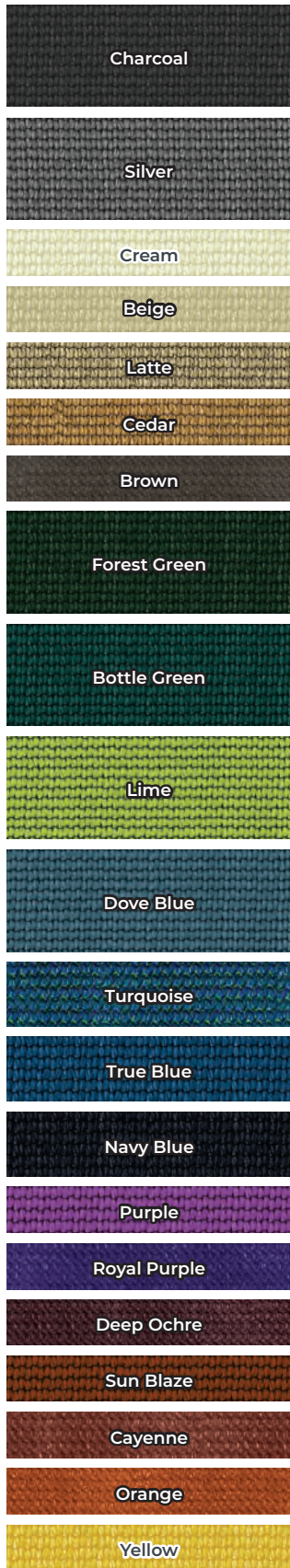
MATERIAL COLOR OPTIONS

| METAL | PLASTIC | HDPE | 2 COLOR HDPE |
|-----------------|--------------|--------------|--------------------|
| Black | Champagne | Black | Black/White |
| Starlight Black | | Beige | Gray/Black |
| Metallic | Brown | | White/Black |
| White | | Green | Beige/Green |
| Vanilla | Chartreuse | | Brown/White |
| Champagne | | Spring Green | Green/White |
| Beige | Azure | | Spring Green/White |
| Brown | | Sky Blue | Azure/White |
| Bronze | Blue | | Sky Blue/White |
| Dark Green | | Periwinkle | Blue/White |
| Green | Royal Purple | | Purple/White |
| Sage | | Burgundy | Burgundy/White |
| Ice Butter | Red | | Red/White |
| Ice Mint | | Orange | Orange/White |
| Chartreuse | Yellow | | Yellow/Black |
| Spring Green | | | |
| Ocean | | | |
| Azure | | | |
| Sea Mist | | | |
| Sky Blue | | | |
| Blue | | | |
| Periwinkle | | | |
| Royal Purple | | | |
| Burgundy | | | |
| Red | | | |
| Orange | | | |
| Butterscotch | | | |
| Yellow | | | |

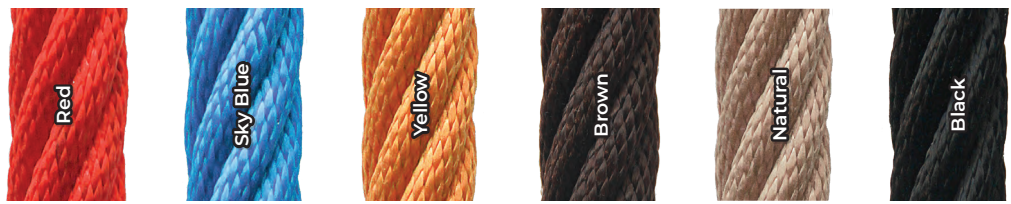
Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

MATERIAL COLOR OPTIONS

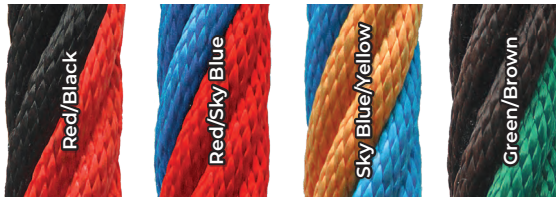
SHADE FABRIC



VISTAROPÉ™ STANDARD

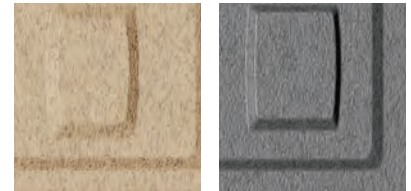


VISTAROPÉ™ CUSTOM



*Colors for VistaRope products only. All standard GameTime ropes are black.

SPECIAL ROCK



Sandstone

Deep Granite

WALLCANO® HANDHOLDS



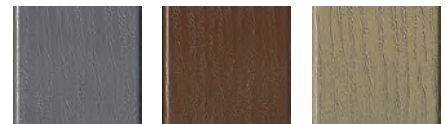
Red

Green

Blue

Beige

SITE RECYCLED PLASTIC LUMBER

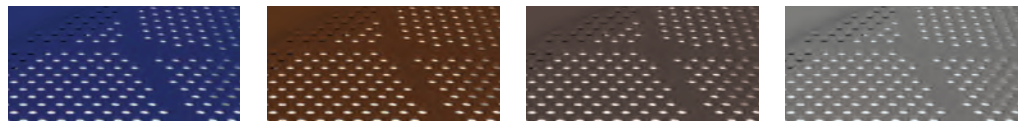


Gray

Tudor

Sand

DECKS



Blue

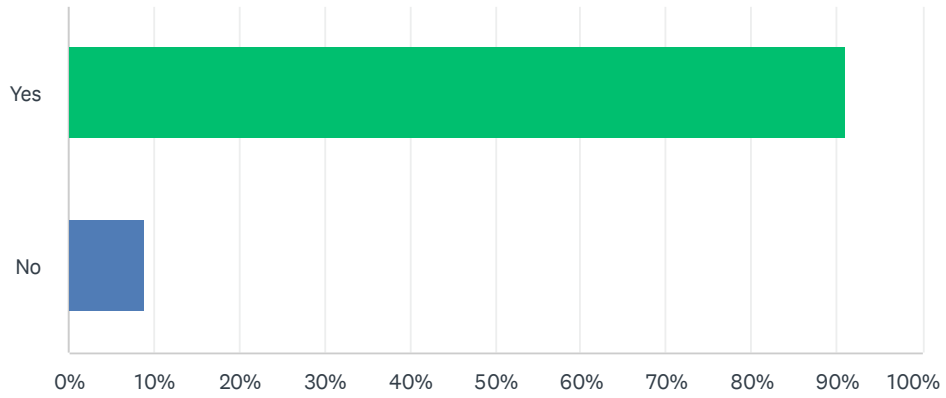
Brown

NEW! Chocolate

Gray

Q1 Are you a Burleson resident?

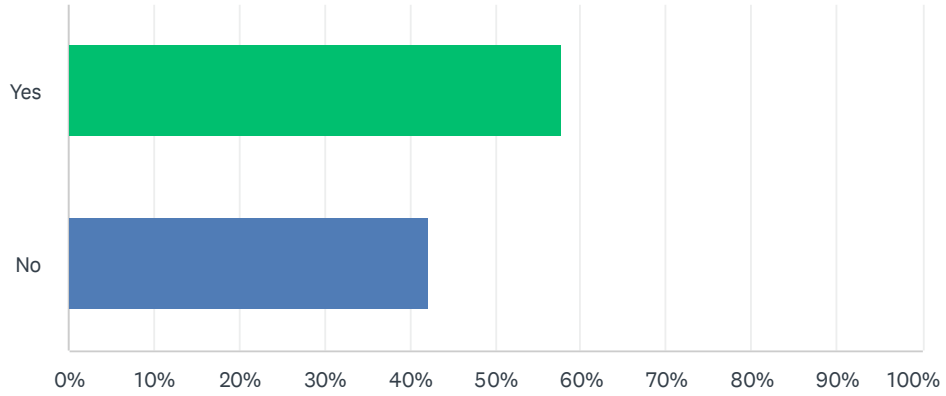
Answered: 872 Skipped: 17



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|-----|
| Yes | 91.06% | 794 |
| No | 8.94% | 78 |
| TOTAL | | 872 |

Q2 If you are a Burleson resident, do you live in the surrounding neighborhoods of Centennial Park?

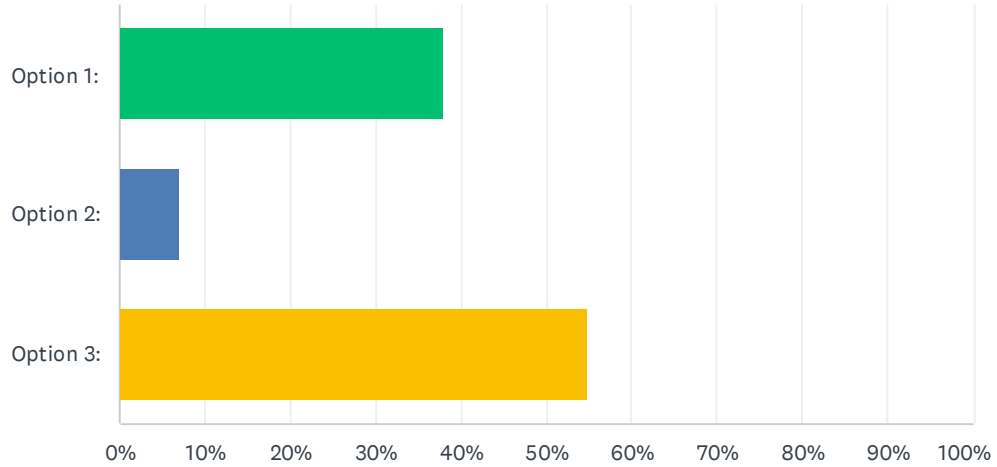
Answered: 863 Skipped: 26



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|-----|
| Yes | 57.71% | 498 |
| No | 42.29% | 365 |
| TOTAL | | 863 |

Q3 Which playground option would you like to see at Centennial Park? (Please view each playground option below)

Answered: 878 Skipped: 11



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|-----|
| Option 1: | 38.04% | 334 |
| Option 2: | 7.06% | 62 |
| Option 3: | 54.90% | 482 |
| TOTAL | | 878 |

Q4 Do you have any comments on the concepts?

Answered: 436 Skipped: 453

| # | RESPONSES | DATE |
|----|--|--------------------|
| 1 | They need more seating, more shaded areas, and hopefully we keep the picnic tables and gazebo area. | 10/6/2024 11:21 PM |
| 2 | Obviously, any concept with the most shade is key. The current play equipment is so hot and unshaded. | 10/6/2024 9:53 PM |
| 3 | Enclosed on top for 2-6 is optimal | 10/6/2024 5:33 PM |
| 4 | More shaded areas for parents | 10/6/2024 3:20 PM |
| 5 | Would have voted for a different option if the other 2 options also included full shading | 10/6/2024 2:05 PM |
| 6 | Larger shade cover similar to fish park in mistletoe hill - equipment gets too hot for kids to use in direct sun | 10/6/2024 1:19 PM |
| 7 | My kids loved the rope spiderweb structure at Joshua park before it was removed. They could climb up around and through, and many kids could play on it at once. I would love to see that incorporated | 10/6/2024 9:30 AM |
| 8 | Keep the current playground and add shade | 10/6/2024 8:45 AM |
| 9 | Add a shade over swing area | 10/6/2024 7:25 AM |
| 10 | Shade and inclusivity! Currently when it's hot the park is basically unusable. Option 1 gives times to play more throughout the day. | 10/5/2024 9:26 PM |
| 11 | I prefer option 2, but would like it more with shade over the swings. | 10/5/2024 8:59 PM |
| 12 | Regardless of the option that wins the swings need to be covered by an awning to keep from having kids get burnt by the hot plastic of the swings. Also I think you might put the type of swing that Oak Valley North has where the parent can sit across from the baby. | 10/5/2024 12:49 PM |
| 13 | Lots of shade and benches | 10/5/2024 12:35 PM |
| 14 | Keep it toddler safe with a walk-on path and lots of sun coverage! | 10/5/2024 11:51 AM |
| 15 | Please keep toddler safe | 10/5/2024 11:49 AM |
| 16 | The more coverage the better due to Texas heat! | 10/5/2024 11:14 AM |
| 17 | Would love to see a fence go up around the park, the road is busy & cars go fast. Plus the parking lot is right next to it, as kids run around I've seen countless parents have to catch them before they reach the parking lot... a nice fence with maybe two entrances would be amazing here to help with safety! | 10/5/2024 11:05 AM |
| 18 | I would like to see some fencing at least near the McAllister roadway. Some Autistic children run and the roadway is pretty busy at times. It could slow them enough so someone could get to them before they get hurt. As a grandmother of an Autistic grandson, I don't take him to that park unless some other adult is with me, he can move faster than I do. This would give parents of fast moving toddlers piece of mind as well. | 10/5/2024 10:55 AM |
| 19 | My daughter is blind and does better with the rubber poured in place ground vs mulch. This was also easier when she was in a wheelchair- if it had mulch or gravel, we couldn't use the park | 10/5/2024 10:16 AM |
| 20 | Look at wonder park in ft worth. | 10/5/2024 8:20 AM |
| 21 | All options need to make sure there is seating for parents, elderly, and children who need to rest a bit. Make sure all parks have a special needs effect on them also. | 10/5/2024 4:40 AM |
| 22 | More swings and sensory things for toddlers. | 10/5/2024 3:48 AM |

Centennial Park- Gametime Grant

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| 23 | Seems that option 3 offers a variety of options and different sections to play in | 10/5/2024 12:01 AM |
| 24 | Option 1 - Love the amount of shaded play areas. Would also love to see shaded seating areas for families to enjoy picnics and parties. | 10/4/2024 9:54 PM |
| 25 | The more covering over the play/swing areas, the better. | 10/4/2024 9:54 PM |
| 26 | Please make sure whatever choice you go with, there are options for people in wheelchairs to enjoy the rides. | 10/4/2024 9:18 PM |
| 27 | None of the above. | 10/4/2024 8:04 PM |
| 28 | Need coverage. It gets so hot in Texas | 10/4/2024 6:20 PM |
| 29 | We don't live in Burleson but would definitely travel for an inclusive playground as we have a child who uses a walker. | 10/4/2024 6:11 PM |
| 30 | Option 3 with the swings from option 1 | 10/4/2024 5:26 PM |
| 31 | I do not like any of the three options. There is not enough shade for the play area or the parent's sitting area. Need more inclusive standalone play equipment and less sensory boards. | 10/4/2024 4:56 PM |
| 32 | Please consider integration of sound pieces like drums, chimes, etc. The "roller" style inclusive slide is also great! If there is any way to include a wheelchair swing, that would be amazing! | 10/4/2024 4:27 PM |
| 33 | I prefer option 3 but prefer more shade covers. It's just too hot in Texas during the summer | 10/4/2024 3:54 PM |
| 34 | If you had shades on option 3 over the swings, it would be my choice. | 10/4/2024 3:39 PM |
| 35 | I see a need for handicap kids. I don't see anything they can benefit from. | 10/4/2024 3:29 PM |
| 36 | Our Functional Life Skills class voted, and we like option three the best. | 10/4/2024 3:29 PM |
| 37 | This option gives more space for kids to spread out and not be as overwhelmed if there are multiple kids on the playground. This is great for kids with special needs who like to have space from people. | 10/4/2024 3:12 PM |
| 38 | I love that option 1 has the most shaded areas. Centennial park was the first park that I brought my 1 yo to play and fell in love with. I would love to keep some of the "fidgets" that the park has now, ie. the spinners, steering wheels, train horn so that other toddlers can have the same sensory joy my son experienced. He still to this day, now a 2.5 yo, runs straight to these features. Singing 'wheels on the bus' or tooting the horn on the train. I would love more than 1 infant bucket swing due to many parents coming to this park and occupying the 2 that are there already at the same time. | 10/4/2024 3:11 PM |
| 39 | Make the slides as light a color as possible to prevent residual heat in the summer. Lighter colors help reflect, while darker colors absorb | 10/4/2024 3:10 PM |
| 40 | The concepts look great. I would recommend a changing station in the bathroom large enough for a larger child with a disability. This would make the park more accessible for families. | 10/4/2024 2:38 PM |
| 41 | Water fountain would be great | 10/4/2024 1:57 PM |
| 42 | None! | 10/4/2024 1:42 PM |
| 43 | Whatever option wins, we need way more shade. Some kids refuse closed slides. I like the half and half but may 1 slide should be 100% open. We need at least 8 swings. | 10/4/2024 12:45 PM |
| 44 | The children need the sunshades for better protection from the hot sun. I feel like this one was the best to help with that. | 10/4/2024 12:32 PM |
| 45 | Keep up the great work | 10/4/2024 11:56 AM |
| 46 | More seating for parents and any more shade options would be great! | 10/4/2024 11:13 AM |
| 47 | N/A | 10/4/2024 11:09 AM |
| 48 | I would like to see more shade for the kids especially with our summer heat and more seating for parents to watch and would be great if those seats could be shaded as well. | 10/4/2024 9:51 AM |
| 49 | I think option one has more options for more age groups! And love that there is a lot of shade. | 10/4/2024 9:39 AM |
| 50 | I take my grandkids to this park and am very excited that it is being updated. I am assuming | 10/4/2024 9:31 AM |

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that the covered pavilion and picnic tables will be kept. Also the sidewalk and seating around the playground areas are necessary for the grandparents watching the grand-ones. Thanks

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| 51 | No | 10/4/2024 9:28 AM |
| 52 | Option 3 seems to be the most inclusive with a lot of shade. A couple of belt swings for abled siblings might be helpful. | 10/4/2024 9:24 AM |
| 53 | No but we need a park for kids at Bailey Lake so disc golfing families and those walking the trail have a place to entertain kids as well. | 10/4/2024 9:21 AM |
| 54 | More shade the better! The playgrounds get incredibly hot during the summertime | 10/4/2024 9:09 AM |
| 55 | I love option 3, it seems like it has more variety and would serve a wider range of ages/abilities - but would like to see a few more swings for older kids. | 10/4/2024 9:03 AM |
| 56 | I am really looking forward to see which playground will be the final decision. | 10/4/2024 8:54 AM |
| 57 | No | 10/4/2024 8:52 AM |
| 58 | I think option one needs a Braille Panel too. | 10/4/2024 8:48 AM |
| 59 | All 3 are good. I think 1 is inclusive for handicapped as well as older children. | 10/4/2024 8:47 AM |
| 60 | Things to keep from current park: walking track around play area Watering spot for animals Cooovered.pavillion Nathhrooms | 10/4/2024 8:28 AM |
| 61 | Option 3 would be better for kiddos with disabilities and toddlers. | 10/4/2024 8:16 AM |
| 62 | My mom lives in the neighborhood of this park and my young children and I visit often! We love this park. Option 1 is great, especially for climbing! Just adding more swinging options to it (like the big round swing, and also the one where parent and child can swing at the same time) would be so great! | 10/4/2024 8:15 AM |
| 63 | ** as a mother with a special needs son that lives 0.4 miles from this park (we walk straight up McAlister to get there) PLEASE PLEASE consider a GATE/FENCE around this park with any remodel chosen. Drivers go significantly over the 30mph speed limit on McAlister and part of the reason I stopped taking my son to this park is fear of him eloping into the road. I stay by his side the entire time he plays because of his needs, and I still worry about it. I was hopeful through the recent construction on McAlister that speed bumps were being installed, but that was not the case. **** also please consider an "all over canopy" like the one that is at Mistletoe Hill park. It will not only help prevent equipment from sun damage; but also create a significantly cooler area to play during the harsh summers. (And also create an opportunity to still go enjoy the park even if it is raining because the equipment wouldn't be all wet.) ***** as a local resident within walking distance to the park, I'd be happy to have a *smaller* + needs-inclusive design, to be able to accommodate the cost difference of a gate & canopy for this park. If you need further input or have questions feel free to contact me. Lindsay Quisenberry 817-773-5657 | 10/4/2024 8:11 AM |
| 64 | I only chose the first one because of the sun coverage. Those play areas get so hot I believe that is a necessity. I feel that all 3 options were somewhat lacking. The chair teeter totter from the third one would be amazing to have with the first playground design. | 10/4/2024 8:10 AM |
| 65 | A little more shade | 10/4/2024 8:02 AM |
| 66 | they are all excellent! I chose number one because of superior climbing toys. I would really like a big round swing on this one. Two was nice but had really lame climbing toys. I almost voted for three, but as I said, climbing toys are of high priority for my kids!! and I believe one has better climbs. | 10/4/2024 7:56 AM |
| 67 | Needs more swings | 10/4/2024 7:52 AM |
| 68 | More shade- it's Texas. ESP over any seating area | 10/4/2024 7:47 AM |
| 69 | I was between options 1 and 3, but ultimately I chose option 1 because it has more shade throughout. | 10/4/2024 7:07 AM |
| 70 | No | 10/4/2024 7:00 AM |
| 71 | More swings as this park is one of the best to swing at especially for moms who are waiting for their other children to get out at Hijak elementary. Also changing tables in the bathrooms | 10/4/2024 6:58 AM |

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| 72 | I would be happy with any of these. But I like that options 1 and 3 have more shade than the current structure. We don't go to centennial during the hotter months because of the lack of shade. | 10/4/2024 6:52 AM |
| 73 | More benches please with shade if possible | 10/4/2024 6:44 AM |
| 74 | I wish the toddler part of the playground was unattached from the rest of the play ground. It is difficult to keep toddlers safe when they can easily run up a ramp to high drop offs. Burleson doesn't have any toddler only playgrounds. | 10/4/2024 6:34 AM |
| 75 | Main reason for choosing option 1 is the shades over more of the area. This is the reason we do not go to centennial park much now because it is not shaded and it gets too hot for the kids. Would like a zero g swing included in option 1 though. | 10/4/2024 6:07 AM |
| 76 | I believe it would be a good idea to cover the play space with a canopy or awning like mistletoe hill park. | 10/4/2024 6:02 AM |
| 77 | I love the design but wish it had swing option for big kids. We visit this park the most. My 8 yr old loves to swing. | 10/4/2024 4:37 AM |
| 78 | More swings and more shade! We don't live in Burleson but are there every week to play. There are no parks in Fort Worth that have restrooms, plus most of our friends are in Burleson. Thanks for asking opinions!! Also , a zipline like at dream park would be awesome to have at a Burleson park. Wink wink! | 10/4/2024 4:13 AM |
| 79 | Love it! More shade! | 10/4/2024 3:20 AM |
| 80 | I feel like the third is the most inclusive for all children | 10/4/2024 12:20 AM |
| 81 | Please fence the playground in so kids cannot run into the street. | 10/3/2024 11:33 PM |
| 82 | Please cover it! We enjoy using this park. | 10/3/2024 10:59 PM |
| 83 | I like Option 1 bc of the individual children/adult swings. I also like the climbing areas. | 10/3/2024 10:47 PM |
| 84 | It's important to keep a toddler area separate from an older kids area. So that parents have more control of their child not having access to where they should go to. | 10/3/2024 10:40 PM |
| 85 | Can this park have coverings like mistletoe hill park over the whole playground. The summertime gets too hot to use uncovered equipment | 10/3/2024 10:32 PM |
| 86 | I love inclusive features! I think it would be a great idea if a canopy was over the whole playground as summers get very hot and children love to run around with no shoes on. | 10/3/2024 10:32 PM |
| 87 | I wish the swings would be covered, or even better the entire playground structure so it can be enjoyed year round, even when the sun is beaming. | 10/3/2024 10:12 PM |
| 88 | No | 10/3/2024 10:12 PM |
| 89 | Could you please add more benches... The best part of option number one is the shades. We have been in this park many times and when the sun is out the ones not under the shade becomes too hot to even touch. | 10/3/2024 9:56 PM |
| 90 | I like the shade in option 1 | 10/3/2024 9:50 PM |
| 91 | I'd love for the design to include a gate around the play area. That's a very busy street. | 10/3/2024 9:41 PM |
| 92 | Cover the play area and fence it in. | 10/3/2024 9:27 PM |
| 93 | Need more shade otherwise no one's going to use it for months | 10/3/2024 9:25 PM |
| 94 | please keep the benches surrounding the playground and the pavilion, it's nice to have seating options from multiple angles and views. excited for new possibilities- congrats on the grant! | 10/3/2024 9:16 PM |
| 95 | SHADE! That park needs more shade. As like a lot of the parks, the playground gets too hot to play on by 10am in the warm/hot season! Overall, we love Burleson and the parks! Just wish they had more shade. | 10/3/2024 9:15 PM |
| 96 | I like option 3 but I would like to see more normal kid swings and more shade for this option. | 10/3/2024 9:15 PM |
| 97 | Yes. It really doesn't matter which one get chosen, I think they should put shade ALL over the playground like the mistletoe hill park have | 10/3/2024 9:02 PM |

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| 98 | More shade. Having it covered like mistletoe hill would be great for everyone and make the equipment last longer. | 10/3/2024 8:57 PM |
| 99 | they are all nice options love this park | 10/3/2024 8:43 PM |
| 100 | Shade, shade and more shade! Keep the swings. Keep the merry go round!! | 10/3/2024 8:42 PM |
| 101 | Make some shad for the parents. | 10/3/2024 8:35 PM |
| 102 | I would love to see a fence around the entire park with one entrance/exit for our autistic boys as well as a fully shaded playground not just parts! | 10/3/2024 8:33 PM |
| 103 | The more shade the better! I like that in option 1 the swings are covered by shade. | 10/3/2024 8:32 PM |
| 104 | I like that there is more shade provided on this option and the climbing structure | 10/3/2024 8:30 PM |
| 105 | AAC Communication Board | 10/3/2024 8:26 PM |
| 106 | No | 10/3/2024 8:25 PM |
| 107 | We really enjoy this park because it's so great for toddlers with no big drop offs. Please keep it this way! | 10/3/2024 8:20 PM |
| 108 | We need shade for the long hot days in texas | 10/3/2024 8:14 PM |
| 109 | Every park in Texas should be fully covered. There is no point in pouring millions into things we can't use especially during our texas summers. I love this park but I usually head to mistletoe to sit in the shade while my kids can play while. Plus each park should have some kind of water source. Also would like to teach my kids to play basketball but there are hardly any parks that have any type of sport features. | 10/3/2024 8:10 PM |
| 110 | My 4 kids all agreed on 3! We love the merry go round and the taller spinning hang on that are both currently there. Also love the bathrooms and shade! It gets so hot! Please have parental seating areas too. | 10/3/2024 8:10 PM |
| 111 | More shade!! | 10/3/2024 8:09 PM |
| 112 | This park was named after my brother who had special needs. Christopher McCoy. As long as the concepts remains to be inclusive for all and the plaque that was dedicated to him remains this is perfect! | 10/3/2024 8:05 PM |
| 113 | i love that centennial is very toddler friendly and hope those design concepts don't get lost (the slope vs having stairs, having it fully enclosed, etc) | 10/3/2024 8:02 PM |
| 114 | Loving the shade and accessibility - A clear winner! | 10/3/2024 8:01 PM |
| 115 | I don't like any of the options. Need more shade, wheelchair swings and merry go rounds. Need a swirling options. Missed the mark on this one. Don't like the color scheme. Need an option to dislike. Survey is biased without an option to dislike. You have an opportunity to really make something great for Burleson and this is not it. Do it right or not at all. | 10/3/2024 7:58 PM |
| 116 | I like option 3 the best but an additional canopy over the swings (like#1) would be great. Those seats get HOT and so do the parents pushing. | 10/3/2024 7:57 PM |
| 117 | We like the current park because it has ramps and is safe for ages 1 and 2 to walk around without fear of falling from higher up areas. | 10/3/2024 7:53 PM |
| 118 | I like Option 1 and Option 3. Shade is important. It looks like ramp access to activities is not at ground-level on Option 2. | 10/3/2024 7:52 PM |
| 119 | We live on the edge of Burleson and spend a lot of time at the parks all around town. | 10/3/2024 7:51 PM |
| 120 | Monkey bars would be good | 10/3/2024 7:47 PM |
| 121 | Idc what option but there needs to be a canopy over the whole playground like Mistletoe Hill Park bc the summers are way too hot. Plus it helps with sun damaged long term, just saying. | 10/3/2024 7:47 PM |
| 122 | They look super fun! | 10/3/2024 7:44 PM |
| 123 | A gate to keep kids from running into the busy street. Thank you | 10/3/2024 7:43 PM |
| 124 | Put shade over the places where someone would stay in 1 general spot (ie. swings, benches, | 10/3/2024 7:24 PM |

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etc). Putting shade over areas where kids are moving to and from are not being used as often as an adult who is sitting at the bench, or a child swinging or on a sensory play area.

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| 125 | We frequently visit burleson parks. We need as much shade as possible and monkey bars! | 10/3/2024 7:21 PM |
| 126 | I prefer option 1, but love the communication board in option 3. | 10/3/2024 7:18 PM |
| 127 | Needs to have shade over the benches where parents sit on them. | 10/3/2024 7:16 PM |
| 128 | They are all good but adding more swings to any of the designs would be great. | 10/3/2024 7:13 PM |
| 129 | The more sunshades the better | 10/3/2024 7:11 PM |
| 130 | Would love to see a balance beam. | 10/3/2024 7:11 PM |
| 131 | The concepts are not appealing. They detract from the look of the park space and do not encourage interaction with natural materials. This site has examples of more aesthetically pleasing, inclusive playground equipment: https://www.naturesinstruments.com/news/enhancing-accessibility-with-natural-playground-equipment/ | 10/3/2024 7:09 PM |
| 132 | More color... these concepts are great but the color choices are depressing | 10/3/2024 7:09 PM |
| 133 | The more shade the better! This is Texas after all! Option 1 also looks the nicest in my opinion. | 10/3/2024 7:06 PM |
| 134 | The more shade the better | 10/3/2024 7:06 PM |
| 135 | Shade shade shade is needed and water at the site in concrete. A zip line would be fun too | 10/3/2024 6:21 PM |
| 136 | I do not live in the City of Burleson any longer, but just a mile outside of the limits. This park was dedicated to my son Christopher McCoy and his best friend Ryan. I do hope their plaque will stay. I love the fact you are updating the equipment. I do hope there has been input from parents of physical and mental disabilities. Please feel free to reach out to me.817-223-8006 | 10/3/2024 5:50 PM |
| 137 | Original park was built and named after my son Christopher McCoy (who was confined to a wheelchair) and his best friend Ryan Muse | 10/3/2024 5:45 PM |
| 138 | If u could add a small splash pad this Texas heat would LOVE IT | 10/3/2024 1:45 PM |
| 139 | No | 10/3/2024 1:30 PM |
| 140 | Ultimately picked #1 for best shade, #2 looked awesome but reaching the crow's nest would actually be difficult for a self propelled wheelchair user be it's so steep if that could be fixed and more shade added it would have gotten my vote. *mom of a 7 yr old wheelchair user | 10/3/2024 12:42 PM |
| 141 | Gate around play area please | 10/3/2024 12:37 PM |
| 142 | Option 3 doesn't have many seating options for parents. If it had more I would've selected that one. | 10/3/2024 12:32 PM |
| 143 | ada compliant and friendly for kids that need parents to follow them on all areas due to safety (our special needs kiddos) | 10/3/2024 11:51 AM |
| 144 | Fence in the playground please. Please keep the monkey bar swing and the merry go around. | 10/3/2024 11:47 AM |
| 145 | More benches and shade. | 10/3/2024 11:46 AM |
| 146 | Would love to see a wheelchair swing incorporated. Also, the more shade, the better! | 10/3/2024 9:53 AM |
| 147 | Please cover the play area and fence it in. Allows for more use of entire play area, per studies on fencing at playgrounds. | 10/3/2024 9:32 AM |
| 148 | It needs to be fenced in! Possibly covered as well but the fence is crucial! I have a 1 year old who loves running and it would give me peace of mind knowing he won't be able to run into the street. | 10/3/2024 9:26 AM |
| 149 | More shade | 10/3/2024 7:57 AM |
| 150 | More shade and a fence would be nice | 10/3/2024 7:52 AM |
| 151 | More benches for parents sprinkled throughout. | 10/3/2024 7:21 AM |

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| 152 | Thank you for improvement of community | 10/3/2024 6:02 AM |
| 153 | Try to incorporate more shaded areas over the equipment. | 10/3/2024 2:20 AM |
| 154 | Cover it up and fence it in | 10/3/2024 12:20 AM |
| 155 | I like having the two separate play structures and the large shade over the play area | 10/2/2024 10:04 PM |
| 156 | Lots and lots of shade | 10/2/2024 9:24 PM |
| 157 | Fence around it | 10/2/2024 9:06 PM |
| 158 | Love everything about it but I do think it would be cool for the park to have swings as well. | 10/2/2024 7:52 PM |
| 159 | Good choices | 10/2/2024 7:10 PM |
| 160 | Option 1 provides greenspace. The shaded canopies for the children look great. Small play area but just enough. | 10/2/2024 6:57 PM |
| 161 | Maybe have a separate zone for 3 and under | 10/2/2024 5:20 PM |
| 162 | We really need a park that is fully fenced in Burluson. I work for Early Childhood Intervention and this is a barrier to a lot of the families with young children with autism going to the park. | 10/2/2024 5:01 PM |
| 163 | Fenced in area. Plenty of shade. The slides get HOT. | 10/2/2024 4:57 PM |
| 164 | Not sure why all park improvements revolve around 3 to 5 year Olds. Tweens and teens heck even adults can swing. | 10/2/2024 4:36 PM |
| 165 | good options; the more shade, the better | 10/2/2024 3:44 PM |
| 166 | More shade is always welcomed!!! | 10/2/2024 3:42 PM |
| 167 | More shade coverage over benches where parents sit to watch | 10/2/2024 3:09 PM |
| 168 | Always need more shade and more benches. | 10/2/2024 3:07 PM |
| 169 | Great start. Sad to see the current park go, it's one of the only ones in Burluson toddlers can actually do things by themselves at. Hope to see some options for them no matter what design is picked. More shade is needed on all designs. | 10/2/2024 3:05 PM |
| 170 | I am not excited about any of these renderings. Playgrounds and park amenities should enhance the look of the park area and should connect people to nature. River Legacy Park has some great examples, as does this site: https://www.playlsi.com/en/playground-planning-tools/play-naturally/ | 10/2/2024 2:36 PM |
| 171 | I like the disk swing but would love a covering over that. My daughter is disabled and would lie down on that swing but it's always so bright and the swing gets hot. Love all the rest! | 10/2/2024 1:50 PM |
| 172 | The more shade the better. Especially over slides! Also having a gate around the playground would be great since it's close to a busy street. | 10/2/2024 1:46 PM |
| 173 | Gate/Fence around park, and lots of shade. | 10/2/2024 1:33 PM |
| 174 | Shade the whole playground. | 10/2/2024 12:41 PM |
| 175 | Fenced in | 10/2/2024 12:38 PM |
| 176 | More shade should be included. Maybe a fence since it's so close to the road | 10/2/2024 12:34 PM |
| 177 | Can you include a playground communication board for children who have a hard time communicating? Also shaded benches and a fence so the smaller children can play safely. | 10/2/2024 12:24 PM |
| 178 | A fence around them would be great so littles can't just run off! | 10/2/2024 12:13 PM |
| 179 | Add more swings(the kids tend to all want to swing and there's lots of waiting), fenced in, lots of shaded areas and plenty of spots to sit as well. Thank you so much for considering our thoughts! | 10/2/2024 12:06 PM |
| 180 | I feel like option 3 is more accommodating for all children. | 10/2/2024 11:56 AM |
| 181 | Add more shade! Option 3 is my fav but all of them need more shade, during summer time those slides are really hot | 10/2/2024 10:36 AM |

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| 182 | The colors aren't good on any of the choices. I have two children in wheelchairs in my neighborhood. I would like see some playground equipment where children can stay in their wheelchairs. It's hard for parents to lift children as they get older. | 10/2/2024 10:14 AM |
| 183 | I'd love to see some higher weight limit swings for accessibility | 10/2/2024 10:09 AM |
| 184 | Love them all. I chose option 1 due to more shade. | 10/2/2024 9:53 AM |
| 185 | I am a previous burlesonite and reside in Joshua now. It comes down to safety first and what kids will enjoy most. Option 3 has all qualities. | 10/2/2024 9:50 AM |
| 186 | Colorful playground. Will be fun for babies/toddlers/kids and inclusive for all abilities. I'd like more bench options for parents in the shade. | 10/2/2024 9:44 AM |
| 187 | 3 has the best across the board options, but it needs traditional swings as well. | 10/2/2024 9:36 AM |
| 188 | Keep it the same everyone love that park the way it is | 10/2/2024 9:33 AM |
| 189 | The designs are good, BUT there should be a full cover over the playground as there is on the mistletoe hill park. The slides will always get extremely hot for kids to use. None of the designs listed provide enough shade over the slides. What good is a good playground if it is unable to be used? The heat in TX is no joke, and my kids have gotten burned many times at this park due to lack of shade so now we only utilize the mistletoe hill park. I highly suggest taking care of the wellbeing of the kiddos and provide shade over the entire playground structure over cool slides. It will be a waste of it's too hot to be utilized. | 10/2/2024 9:25 AM |
| 190 | This has some equipment that older kids might find interesting too. We were disappointed when Oak Valley North Park was replaced with only equipment for young children. It had been a favorite for getting our tweens/ teens together with friends. | 10/2/2024 9:13 AM |
| 191 | Having extra shade, especially on areas with slides is helpful! Adding a fence would give a lot of peace of mind to parents with small children. | 10/2/2024 9:10 AM |
| 192 | Plenty of shade is crucial! | 10/2/2024 8:56 AM |
| 193 | Add a toddler swing seat. A fence between the park and the roads!! Some kind of barrier is absolutely necessary as a safety feature. As a parent of toddlers who has been to this park a handful of times over the years, it is so overwhelming to see how fast a kid can get to the road with essentially nothing stopping them. They can be hard to catch, especially for parents who have another toddler and/or baby. | 10/2/2024 8:55 AM |
| 194 | Needs more shade | 10/2/2024 8:47 AM |
| 195 | option 2 has almost no shade, option 3 is great but it does not have any belt seats. Option 1 is the best option | 10/2/2024 8:31 AM |
| 196 | Fence in playground space for safety | 10/2/2024 8:14 AM |
| 197 | Fenced in plenty of shade | 10/2/2024 8:03 AM |
| 198 | The whole play ground needs to be shaded!!! Slides are too hot to slide on. Swings are too hot to play on. There needs to be at least 4 belt swings. As well as 2 of each of the other types. | 10/2/2024 7:52 AM |
| 199 | Option 3 looks the best and looks the most enjoyable | 10/2/2024 7:50 AM |
| 200 | Please do as much with covering the play area with tarps and trees. Perhaps planting more mature trees than what is normally used at a new site. Please be sure to have benches that are in covered/shaded areas. | 10/2/2024 7:45 AM |
| 201 | The first seems the most inviting and inclusive. The other two appear very bare and minimal and not much more improved than what's already in place. | 10/2/2024 7:36 AM |
| 202 | Fence the entire playground. | 10/2/2024 7:17 AM |
| 203 | 1&2 are both awesome. My kids couldn't decide between them. We are so looking forward to seeing the change. | 10/2/2024 7:03 AM |
| 204 | All around shade would be best in Texas! | 10/2/2024 6:57 AM |
| 205 | Fence and more shade than what's proposed in the current options | 10/2/2024 6:52 AM |
| 206 | Only thing I'd love to see on any of these designs would be more swings. All options do not | 10/2/2024 6:49 AM |

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have enough, kids fight over them 6 should be a minimum in my opinion.

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| 207 | I use this park every day, but only for the walking circle to walk my dog. My observations - not enough shade anywhere in the park as a whole. It's empty on hot days b/c of lack of shade. Only one pavilion for "parties". Not enough mature trees (which seem to keep getting replaced due to dying). More walking path to extend beyond the circular and into the grass. Shaded/covered seating area at the circular walking path. Picnic tables throughout the park - shaded. Everyone comes to this park. The playground option 1 only because it has more shade. Everyone saying keep it as is, don't realize how small this current playground currently is. It is popular. Feel free to contact me if you'd like more suggestions. | 10/2/2024 6:29 AM |
| 208 | Need more regular swings. It is my grandkids favorite thing to do and the kids fight over the ones at the park now. | 10/2/2024 6:25 AM |
| 209 | Consider fencing due to the busy road | 10/2/2024 5:59 AM |
| 210 | I love the shade on the first one and it seems to have good accessibility for all ages and capabilities. | 10/2/2024 5:28 AM |
| 211 | For children with disabilities, will any accommodations be made? I do think a swing for children in wheelchairs would make a great touch. | 10/2/2024 1:17 AM |
| 212 | No | 10/2/2024 12:41 AM |
| 213 | Children start using playgrounds at a very young age. Usually parents do not follow even the little one INTO the play feature. This is for many reasons. One being that they simply do not fit. The last option allows parents to get close/stand by their little one as they play and be able to keep an eye on them, have access to them, without having to actually climb inside the play areas. | 10/2/2024 12:38 AM |
| 214 | Enough benches and hopefully a tree next to them so we can sit and watch our kids on playground. Thank you! | 10/2/2024 12:37 AM |
| 215 | No | 10/2/2024 12:34 AM |
| 216 | A fence would be so nice. We live across the street in Heberle Estates, so we walk to this park often. The road is so close and so dangerous. Residents drive so fast and kids can get away so quickly. | 10/1/2024 11:28 PM |
| 217 | As a person with a disability, all parks should have accessible play equipment. This is the best I've seen | 10/1/2024 11:20 PM |
| 218 | I love the deisgn and elements of option two, but with more shade! | 10/1/2024 11:17 PM |
| 219 | A fenced in park for parents of special needs kids with elopement possibilities would be great | 10/1/2024 11:11 PM |
| 220 | I have two non verbal autistic daughters under 2. A fence around any park in Burluson would be so great. Swings that allow for the parent to sit with them is helpful for my kids. Swings with staps for safety also helpful. Thank you for your consideration. | 10/1/2024 11:07 PM |
| 221 | Shade for the swings? | 10/1/2024 11:04 PM |
| 222 | Lighting please | 10/1/2024 11:02 PM |
| 223 | Option 2 seems the most friendly towards very small children | 10/1/2024 10:52 PM |
| 224 | Please please shade the entire structure and add fencing all the way around! That would make us feel so much safer! And I like 2 the best because of the partial enclosure at the top. Hopefully it'll contain my wild youngest who tries to climb way up there. Lol | 10/1/2024 10:42 PM |
| 225 | More shade on all of them | 10/1/2024 10:37 PM |
| 226 | N/A | 10/1/2024 10:33 PM |
| 227 | As a stay at home mom with young children, option 1 is the best choice for me. The extended shade will protect my children from too much sun while playing, and I love how this concept has a large area for younger kids as well. Too many parks don't include adequate spaces for toddlers and younger children, and they focus too heavily on only what older kids want to do. Option 1 is so perfect, I live in the neighborhood and would LOVE to see this become a reality!  | 10/1/2024 10:33 PM |

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| 228 | Add fencing to keep children in and away from nearby road. Add a few more benches. | 10/1/2024 10:28 PM |
| 229 | Love the covered options! | 10/1/2024 10:24 PM |
| 230 | I just wish it had more shade | 10/1/2024 10:24 PM |
| 231 | Cover it for shade and fencing would also be nice! | 10/1/2024 10:24 PM |
| 232 | Covered benches for parents back facing parking lot. Please consider upgrading the Mistletoe park. My daughter got stuck and almost severely hurt. Kid's playing almost trampled her. | 10/1/2024 10:22 PM |
| 233 | More swings are needed for all options. Thanks | 10/1/2024 10:15 PM |
| 234 | Extra shading over playground equipment will allow for this area to be used by more families throughout the year | 10/1/2024 10:11 PM |
| 235 | Option 1 has the most shade and the only one with shade over the swings. Im not a resident, but my kids go to school in Burleson. We do visit the park often. | 10/1/2024 10:07 PM |
| 236 | I think it's important that there is something for both little and bigger kids, so that there's something for each level of bravery a kid has to explore the playground. I love the covered spaces, as well. Very important. | 10/1/2024 10:02 PM |
| 237 | I loveee option 3, it looks great for tiny toddlers and also very accessible for others that need it! | 10/1/2024 9:56 PM |
| 238 | Definitely need shaded areas, and love the infant swings. | 10/1/2024 9:49 PM |
| 239 | Option 3 looks much more special needs accommodating :) | 10/1/2024 9:46 PM |
| 240 | As much shade as possible and as many swings as possible! | 10/1/2024 9:45 PM |
| 241 | I feel option 3 has the best option for many different age groups. I have a wide range of kids ages so being able to be at this park with the options is exciting! I love all the climbing and high opportunities in play for controlled danger for kids. Hands down love seeing the city of burleson actually putting parks like this into our community. I moved here from a city that had play areas such as these in abundance, it's something I feel the city slightly lacks. But I love that you are finally upgrading them. | 10/1/2024 9:42 PM |
| 242 | It has better shading which is needed is this Texas sun. Some people don't apply sunscreen to their kids like they should. This look better than the other two. | 10/1/2024 9:38 PM |
| 243 | A fence for extra safety would be awesome! We definitely need more parks geared towards older kids like option 3. | 10/1/2024 9:28 PM |
| 244 | More shade in the play area and more adult seating with shade as well | 10/1/2024 9:22 PM |
| 245 | Gate all around only 1 entry way so parents don't have to worry about children running away or someone taking the child | 10/1/2024 9:22 PM |
| 246 | N/a | 10/1/2024 9:15 PM |
| 247 | The more slides and shade, the better!! :) | 10/1/2024 9:14 PM |
| 248 | Fence it in | 10/1/2024 9:10 PM |
| 249 | More shade and a fenced around it would keep the kids safe from the busy street. | 10/1/2024 9:06 PM |
| 250 | More shade and seating on all! Option 2 is the design that is the most unique as compared to other parks in the area. Option 1 looks like a very similar design to what is already there. Why pay to replace if you're just replacing it with more of the same? | 10/1/2024 9:05 PM |
| 251 | I chose option one because it has the most shade. Summers are so hot, having a park option with plenty of shade is what encourages us to get out in the summer mornings. Otherwise, (it looks like) they go pretty much unused for over 3 months. We live in Joshua but travel to burleson for all of our park days. There is only one park in Joshua and it's been under construction for over a year. | 10/1/2024 9:01 PM |
| 252 | I love the 3rd option. The tandem swing for the infant is a game changer | 10/1/2024 8:56 PM |
| 253 | All concepts are lovely but covered options are more preferable. | 10/1/2024 8:54 PM |

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| 254 | Please have as much cover over the slide as possible so we can attend more during the summer. The slides get way too hot in the sun. | 10/1/2024 8:53 PM |
| 255 | Maybe 1 or 2 more baby swings, there are 2 now and are used. Also, shade over the benched. Will yall keep the pavilion and bathrooms?? Hope so | 10/1/2024 8:53 PM |
| 256 | I would love enclosed fence. Also more ada accommodations. | 10/1/2024 8:52 PM |
| 257 | Shade is needed for sure | 10/1/2024 8:52 PM |
| 258 | I would love to see this park fenced in since it's close to a main road. | 10/1/2024 8:50 PM |
| 259 | I love the concepts. I just hope there will be a fence around the playground, as us autism parents have to chase after their eloping children from going into the street. Please put a fence around it. That would make it perfect. | 10/1/2024 8:47 PM |
| 260 | With any of the options an enclosed fence similar to a school playground or dream park in Fort Worth would be wonderful so parents with runners could let them enjoy the park a little more safely. Especially being so close to a roadway that is so busy. | 10/1/2024 8:45 PM |
| 261 | Please put a cover and fence the park. Clean restrooms with hand soap and toilet paper. | 10/1/2024 8:42 PM |
| 262 | More shade and completely fenced in | 10/1/2024 8:40 PM |
| 263 | No | 10/1/2024 8:39 PM |
| 264 | Love all the shade! | 10/1/2024 8:38 PM |
| 265 | More shaded areas | 10/1/2024 8:36 PM |
| 266 | Fence in playground | 10/1/2024 8:34 PM |
| 267 | Would like for it to be completely covered for all play and seating areas, and fenced in. | 10/1/2024 8:32 PM |
| 268 | No | 10/1/2024 8:32 PM |
| 269 | Add a couple more benches for adults, possibly adding a wheelchair swing one day ;) | 10/1/2024 8:30 PM |
| 270 | Nope | 10/1/2024 8:29 PM |
| 271 | Went to this park today with my 19 month grandchild! Need to keep for younger children with a great mix for some bigger children. Shade from option 1 and 3 would be nice. One or two more picnic tables with cover/gazebo like the current one. 5-6 more benches with shade by a net cover or better trees in our hot texas state. Centennial is your best park still! | 10/1/2024 8:27 PM |
| 272 | There should be more than one tot seat as there's usually families waiting and there's currently 2 I believe. | 10/1/2024 8:27 PM |
| 273 | Needs as much shade as possible. Would love to see a pavilion and picnic tables like it has now. | 10/1/2024 8:27 PM |
| 274 | Needs more shade areas other than that it's perfect. | 10/1/2024 8:26 PM |
| 275 | We love regular swings, please include that it whatever design. And more shade, we love the fish park for its large shade covering. A fence would also be super nice since that road is so busy. Also would love to have pickleball and basketball courts added to more of our parks. We only have one park in the whole city that offers this. Thanks for seeking feedback, can't wait for the upgrade! We love the new oak valley north park's upgrade! | 10/1/2024 8:23 PM |
| 276 | Fence the park in and completely shade the whole thing please! It will even be a plus if it would block rain! | 10/1/2024 8:20 PM |
| 277 | Adding a fence around the perimeter to ensure kids safety | 10/1/2024 8:14 PM |
| 278 | More shade | 10/1/2024 8:13 PM |
| 279 | None of these give big kids much to do. We love the hanging spinning round thingy, climbing on top of the twisty bars, and the old school merry go round. Wish you'd let kids experience a little risk! My kids loved old Oak Valley, and now you made it boring and only for little kids. | 10/1/2024 8:11 PM |
| 280 | I like the sunshade and it looks like it is very toddler friendly. | 10/1/2024 8:09 PM |
| 281 | Fence with gate and more shade!! | 10/1/2024 8:07 PM |

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| 282 | The days mostly gone to the park are sunny hot days- so the shaded sections are great! | 10/1/2024 8:02 PM |
| 283 | Park if perfectly fine just needs to switch to foam. | 10/1/2024 8:01 PM |
| 284 | Maybe fenced in? | 10/1/2024 7:57 PM |
| 285 | Add a swing that is ADA compliant for wheelchair bound kids. | 10/1/2024 7:54 PM |
| 286 | Yes! Please add a basketball court to keep kids out of the streets or a splash spot. | 10/1/2024 7:53 PM |
| 287 | More infant swings | 10/1/2024 7:52 PM |
| 288 | Just add more swings and awning to current park | 10/1/2024 7:46 PM |
| 289 | Need an emergency call button | 10/1/2024 7:45 PM |
| 290 | No | 10/1/2024 7:45 PM |
| 291 | As much shade as possible. Fence in. Water fountains | 10/1/2024 7:41 PM |
| 292 | Any playground with more belt seats and shade! | 10/1/2024 7:38 PM |
| 293 | A large shade over the taller elements of the playground would be invaluable given Texas heat. As many shades as possible, please. | 10/1/2024 7:34 PM |
| 294 | Fence the busy street side for safety! | 10/1/2024 7:33 PM |
| 295 | I love all the added shade! | 10/1/2024 7:31 PM |
| 296 | It's Texas every area needs shading. Also add additional benches for parents | 10/1/2024 7:30 PM |
| 297 | More sitting benches if available. | 10/1/2024 7:30 PM |
| 298 | The swings should be covered &/or shaded on all options. There is no reason to leave a child not allowed or wanting to swing during the summer due to sun exposure. | 10/1/2024 7:26 PM |
| 299 | Gated would make it perfect | 10/1/2024 7:24 PM |
| 300 | Fence around park, it's on a busy road. | 10/1/2024 7:21 PM |
| 301 | I would love for there to be a fence around the playground too. Since it is by a busy ish street. And maybe more shade. Thank you! | 10/1/2024 7:20 PM |
| 302 | Option 3 is amazing just would like more shad on the play areas. | 10/1/2024 7:20 PM |
| 303 | It needs more sun coverage and FAR MORE infant swings!! | 10/1/2024 7:19 PM |
| 304 | Love the number of sensory and accessible structures. Much better than years past of other projects. Consider an additional spot with shade! A peds occupational therapist specific to children with moderate-severe disabilities may be able to provide additional insight not thought of yet. Good job BTX! | 10/1/2024 7:17 PM |
| 305 | We. Need. Shade. Also enough shaded parent seating. | 10/1/2024 7:16 PM |
| 306 | Option 3 seems more open and inclusive to most mobility types! | 10/1/2024 7:13 PM |
| 307 | Could there be picnic benches added so you could enjoy lunch or snacks | 10/1/2024 7:13 PM |
| 308 | Thank you ADA play | 10/1/2024 7:11 PM |
| 309 | Cover playground fence it also | 10/1/2024 7:07 PM |
| 310 | More infant swings and sun coverage because the slides aren't enjoyable when the sun is heating them up all day. | 10/1/2024 7:05 PM |
| 311 | more shade & fence | 10/1/2024 7:05 PM |
| 312 | Add a fence around the entire thing | 10/1/2024 7:04 PM |
| 313 | Parent sitting? Preferably shaded. | 10/1/2024 7:04 PM |
| 314 | Shade | 10/1/2024 7:02 PM |
| 315 | Hopefully more seating/ table and chairs covered area will be part of the new design as well | 10/1/2024 7:00 PM |

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| 316 | Covered play structures and maybe a fence around the playground. Shaded seating if possible! | 10/1/2024 7:00 PM |
| 317 | Provide lots of shade, please! | 10/1/2024 6:58 PM |
| 318 | As many covered/shaded elements as possible! The TX sun is so hot! | 10/1/2024 6:56 PM |
| 319 | Fencing to surround the park since it's on a busy street | 10/1/2024 6:55 PM |
| 320 | Shade shade shade. Love both 1 and 3 but 1 has the most shade. | 10/1/2024 6:55 PM |
| 321 | Whatever is chosen NEEDS shade. It's too hot in Texas to not have it covered. And a fence. Even a small one. Something to detour balls and small children long enough for parents to catch up. | 10/1/2024 6:54 PM |
| 322 | It's the spinning things that make me love this one | 10/1/2024 6:54 PM |
| 323 | Prioritize shade. | 10/1/2024 6:53 PM |
| 324 | The shade is absolutely necessary in this Texas heat. We frequently go to the parks in the city with the most shade and avoid the ones without. | 10/1/2024 6:53 PM |
| 325 | more benches to sit for parents and some trees for shade | 10/1/2024 6:53 PM |
| 326 | This park needs more shade,in the summer, everything is so hot you can't even enjoy the park.We need more equipment for little ones too. | 10/1/2024 6:52 PM |
| 327 | None | 10/1/2024 6:50 PM |
| 328 | Shade, shade and more shade | 10/1/2024 6:44 PM |
| 329 | Wheelchair accessibility | 10/1/2024 6:44 PM |
| 330 | We need a fence barrier between the park and McAlister! I've seen children and dogs get loose and immediately run toward the speeding traffic! Even a 3 sided fence would be amazing! | 10/1/2024 6:40 PM |
| 331 | More shade | 10/1/2024 6:39 PM |
| 332 | More benches . | 10/1/2024 6:38 PM |
| 333 | My concerns with design option 2 and 3 are the cage like structures around the tops of the slides invite bad behavior in the form of improperly climbing on the outside of it. | 10/1/2024 6:37 PM |
| 334 | When my daughter was 1-2yo we had to take her to parks outside of Burleson until I found this one - which was just 3 minutes away from her school. I'm so happy I did because I was finally able to see her run and explore! | 10/1/2024 6:37 PM |
| 335 | Add a nicer bathroom and more shaded area for parents | 10/1/2024 6:37 PM |
| 336 | Shade all swings | 10/1/2024 6:36 PM |
| 337 | We come to this park 3+ times per week. It is the most toddler friendly park in Burleson as it is. I am worried that the new options will not be as toddler safe because of the super high play structures as well as the ladders or steps rather than ramps. None of the options have perfect shade. There is a need for shade over the play structure, swings and benches or picnic tables. | 10/1/2024 6:34 PM |
| 338 | More shade so parents can sit comfortably and watch kids | 10/1/2024 6:33 PM |
| 339 | More seats | 10/1/2024 6:33 PM |
| 340 | I prefer Option 3. Whichever option you decided to build, please add more shade, fence in the whole playground with only one entrance/exit, and add more seating all around. | 10/1/2024 6:32 PM |
| 341 | The designs seem really plain. Also could use more shade and swings. | 10/1/2024 6:32 PM |
| 342 | This park needs a fence because of the busy street. | 10/1/2024 6:31 PM |
| 343 | I would fence around the whole and do one big shade canopy over the whole playground. | 10/1/2024 6:30 PM |
| 344 | Keep more of the regular swings, and more shade if possible. | 10/1/2024 6:29 PM |
| 345 | More shade please | 10/1/2024 6:26 PM |
| 346 | Fenced and as much shade as you can! | 10/1/2024 6:25 PM |

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| 347 | Would like monkey bars as well! | 10/1/2024 6:24 PM |
| 348 | Cover the whole thing and fence it in | 10/1/2024 6:23 PM |
| 349 | I think option 3 is bigger and more space and Fun for the children who goes there. | 10/1/2024 6:22 PM |
| 350 | Yes, maybe fenced in so parents can enjoy a seat and now worry about toddler running to the busy street. | 10/1/2024 6:16 PM |
| 351 | PLEASE PROVIDE SHADE OVER THE WHOLE PARK. | 10/1/2024 6:16 PM |
| 352 | Option one is by far the best option. Play equipment is covered and that is so important. All concepts are missing fencing enclosures. McAlister is so busy and the park is so close to the road. | 10/1/2024 6:15 PM |
| 353 | Fence around it | 10/1/2024 6:12 PM |
| 354 | I like option 3 most BUT it is the ONLY park in our area that has swings. My daughter loves to swing and would be really upset to see the normal swing is gone :(We also use the patio area for birthdays. | 10/1/2024 6:11 PM |
| 355 | Add in normal swings that are safe for adults and post weight limits for swings. | 10/1/2024 6:10 PM |
| 356 | A few more swings would be great during the busy time of day there is more than one person with a small child that can swing and it's a great opportunity for little kids to see each other and say hi. The current baby slide at the park has been great for my little one and me to give independence but be close enough to help down the slide. | 10/1/2024 6:10 PM |
| 357 | -Have one slide extremely close to the ground for small children (ages 1-2) -include a third bay of swings with 2 belt swings. Swings are the most popular at this park and there needs to be plenty of swings. | 10/1/2024 6:08 PM |
| 358 | More shaded seating for parents watching the kiddos play | 10/1/2024 6:07 PM |
| 359 | Love the shade features on option 1 | 10/1/2024 6:06 PM |
| 360 | It would be nice to have more things for smaller kids and toddlers | 10/1/2024 6:06 PM |
| 361 | The more shade the better. It's so hot here and it will help get the most use out of the park. | 10/1/2024 6:05 PM |
| 362 | No | 10/1/2024 6:05 PM |
| 363 | As long as there's plenty of shade and seating for parents, any of the play structures look amazing! Thank you for all you do for our community! | 10/1/2024 6:04 PM |
| 364 | Really loved option 2 but need the shade like option 1. Fenced in would be amazing too | 10/1/2024 6:04 PM |
| 365 | Needs as much shade possible and to be fenced in | 10/1/2024 6:04 PM |
| 366 | Fence in park and cover playground with shade | 10/1/2024 6:03 PM |
| 367 | The more shade, the better! | 10/1/2024 6:02 PM |
| 368 | More shade! Slides get hot no mater what degree it is outside. And fencing for little ones who like to run | 10/1/2024 6:01 PM |
| 369 | Needs way more shade on any option... like the fish park is completely shaded... and also needs standard swings. | 10/1/2024 6:00 PM |
| 370 | A fence and more shading seating for parents | 10/1/2024 5:59 PM |
| 371 | More shade and fences | 10/1/2024 5:58 PM |
| 372 | covered areas are a must for hot days or rainy days! | 10/1/2024 5:58 PM |
| 373 | More shaded seating area parents and have it fenced in for safety! | 10/1/2024 5:56 PM |
| 374 | No | 10/1/2024 5:55 PM |
| 375 | Picked because more shade and perfect for young toddler and toddler ages | 10/1/2024 5:55 PM |
| 376 | Fence around the park, or at least the part by the road! | 10/1/2024 5:54 PM |
| 377 | Love option 3 and the shade | 10/1/2024 5:53 PM |

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| 378 | Add shading and fence | 10/1/2024 5:53 PM |
| 379 | I like the idea of bongos/drums. Musical based equipment is a great way for sensory seeking children to be included | 10/1/2024 5:52 PM |
| 380 | Covered park bench areas, water fountains and fenced in would be perfect addition. | 10/1/2024 5:51 PM |
| 381 | Any thoughts about putting a future splash pad at this park? | 10/1/2024 5:45 PM |
| 382 | Bigger pavilion with shade and more seating would be great! no woodchips! My kids love this park. | 10/1/2024 5:44 PM |
| 383 | As a mother of a handicapped child requiring a wheelchair, please do not fill park with wood chips. The turf material is perfect for all kids. Thank you for asking our opinion. We are blessed to live in a town where inclusivity matters! | 10/1/2024 5:44 PM |
| 384 | The more shade the better! It's too hot on the kids legs (skin) after 10am as is... | 10/1/2024 5:42 PM |
| 385 | All of these options need more shade | 10/1/2024 5:40 PM |
| 386 | I love option 1 but with the top of the bigger slides a tube like in option 3 | 10/1/2024 5:39 PM |
| 387 | All of these concepts look bland and un-appealing. I would hope they keep it looking color wise like the park does at this time as that is a reason I prefer and my nephews and nieces enjoy this one over the one down the road. Also shaded seating is something I wish this park and the designs had better than they do now. | 10/1/2024 5:36 PM |
| 388 | None of these designs seem significantly different than what is already at the park. The park needs more standard swings. Also needs some shade over seating areas for parents to watch kids other than the gazebo. There's a lot of land there and tons of kids in the neighborhood. Stop designing tiny play areas. | 10/1/2024 5:35 PM |
| 389 | Need more shaded areas, needs to have a fence around the park, more benches. | 10/1/2024 5:34 PM |
| 390 | Shade!!!! | 10/1/2024 5:34 PM |
| 391 | Shade over the swings on option 3, a fence with only one entrance. More benches for adults. Adding a wheelchair swing. | 10/1/2024 5:29 PM |
| 392 | Love the shade over the swings. Protecting the our youngest and most vulnerable from the sun and heat. | 10/1/2024 5:29 PM |
| 393 | More seating areas for picnics too for Option one. Love the shaded areas especially around the swings and main equipment. | 10/1/2024 5:29 PM |
| 394 | Option one looks like it has more shade and is made of a color that is less likely to heat up as quickly as the others. I like that it has an inclusive swing. | 10/1/2024 5:25 PM |
| 395 | They all could be better. | 10/1/2024 5:23 PM |
| 396 | I really don't care for the colors. They seem kind of dull and feminine. | 10/1/2024 5:22 PM |
| 397 | We definitely need the SHADE option. I picked option 1 because it's the only one with regular swings. The other are great, but shade and regular swings are needed. | 10/1/2024 5:21 PM |
| 398 | Love the inclusivity!! | 10/1/2024 5:21 PM |
| 399 | Please include monkey bars, similar to what is currently at the park. My son will be devastated to lose them! Thank you so much for considering input from residents. ❤️ | 10/1/2024 5:19 PM |
| 400 | I like the natural colors. The blue is outdated and gets hot, green is a much better look and practical. Also I like the tighter look of it. | 10/1/2024 5:19 PM |
| 401 | Option 3 has the most and best options for all ages! Also has new equipment we haven't seen at other parks in Burleson. | 10/1/2024 5:18 PM |
| 402 | Add trees. | 10/1/2024 5:17 PM |
| 403 | The more shade the better. Should do a whole cover like the one at Mistletoe Hill Park. It's miserable to be at Cenntinial Park most all the time because of how hot it is and not enough shade. | 10/1/2024 5:16 PM |

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| 404 | Please try and keep it friendly where the littles ages 1-3 can also have fun. We come to this park all the time and all kids of all ages are always here. | 10/1/2024 5:14 PM |
| 405 | As much shade as possible. | 10/1/2024 5:14 PM |
| 406 | A full wheelchair swing!!! Where the lip folds down, the wheelchair rolls up, the lip folds back up & the child can swing without ever leaving their wheelchair. Our community needs one desperately!!! | 10/1/2024 5:13 PM |
| 407 | No | 10/1/2024 5:11 PM |
| 408 | Whichever is chosen, please add more shade covers and benches | 10/1/2024 5:11 PM |
| 409 | I love the bright colors in options 2 and 3! Too many things are going beige nowadays keep it bright! | 10/1/2024 5:10 PM |
| 410 | Options 1&3 are my choices, 3 stands out a little more. | 10/1/2024 5:10 PM |
| 411 | I think that there should be some normal swings. Designs 2 and 3 don't have regular swings included. | 10/1/2024 5:08 PM |
| 412 | More shade please!! | 10/1/2024 5:08 PM |
| 413 | Neither. It's already a great park. It needs shade and a fence! | 10/1/2024 5:08 PM |
| 414 | We love the park as it is! Just add some shade and maybe a fence since it's by a busy road. Option 1 seems the most similar to it now. | 10/1/2024 5:07 PM |
| 415 | Having the play equipment in more of a fenced in area helps with the inclusion of some autistic kiddos who elope. The park in Cleburne at Whistle Stop is a perfect example. | 10/1/2024 5:06 PM |
| 416 | Great concepts, it will be great with either choice | 10/1/2024 5:04 PM |
| 417 | Shaded swings would be a great addition to this option | 10/1/2024 5:04 PM |
| 418 | Add a zip line and regular swings | 10/1/2024 5:04 PM |
| 419 | Shade needs to be bigger. Those slides get extremely hot during summer, making them unusable the majority of the day. | 10/1/2024 5:03 PM |
| 420 | Please Provide more parking spaces. Parking on the street is dangerous trying to load and unload children. | 10/1/2024 5:02 PM |
| 421 | Please add a fence. | 10/1/2024 5:02 PM |
| 422 | Option two looks the most fun but would need more shading - the playgrounds are getting higher and higher it is hard to be inclusive for all kids | 10/1/2024 5:01 PM |
| 423 | Please add a fence! It's too close to a big road! | 10/1/2024 4:59 PM |
| 424 | These options are not very colorful. The colors are dull and boring. | 10/1/2024 4:59 PM |
| 425 | Just add shade | 10/1/2024 4:58 PM |
| 426 | None. Its fine the way it is.just needs more sitting in the shade. Add a basketball court in the area. | 10/1/2024 4:57 PM |
| 427 | More baby swings with covered shade! That's all my toddler wants to do at the park and when there's only 1, we either can't use it or she hogs it because there's only 1 | 10/1/2024 4:55 PM |
| 428 | They seem bland and generic. They do not enhance the look of the park. It would nice to see concepts that take cues from places like The Gathering Place in Tulsa or Arlington's River Legacy playground. Also, Centennial Park is already one of the more inclusive playgrounds in Burleson. I'm not sure why we are taking out the existing equipment and replacing it with more very similar concepts. It would be nice to see added value, such as bike/skateboard areas or a music walk/garden that invites interaction and reflection amongst native landscaping rather than replacing a fine playground with more uninspiring, generic, play equipment. | 10/1/2024 4:52 PM |
| 429 | Would be nice to have a shaded area for anyone sitting or eating | 10/1/2024 4:52 PM |
| 430 | More covered play structures are better for sunny days | 10/1/2024 4:50 PM |
| 431 | I think the park is fine. Spend the money and put a fence around it since it next to a fast | 10/1/2024 4:50 PM |

Centennial Park- Gametime Grant

| | unsafe street | |
|-----|--|-------------------|
| 432 | Centennial park is the only park I take my toddler to because it's the only one geared for younger kids. I hate that it's being considered for remodel and HOPE that the structure will continue to be more for early walkers and toddlers! My favorite option is 3 because it has the walk on path with little slides for the younger kids. | 10/1/2024 4:49 PM |
| 433 | I love the idea of keeping the playground as big as it already is. I'd like to see it become covered and also gated in since it's so close to a busy road | 10/1/2024 4:49 PM |
| 434 | Quit updating parks that are in perfectly good condition. What a waste of money and funds. Not only that Centennial is our favorite park and none of these options are as good as what we have. | 10/1/2024 4:48 PM |
| 435 | More shade for this Texas heat | 10/1/2024 4:45 PM |
| 436 | Keep the regular swings. Provide as much shade as possible. | 10/1/2024 4:43 PM |



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into by and between PLAYCORE WISCONSIN, IND. DBA GAMETIME ("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 BUYBOARD Cooperative Purchasing ("Cooperative Entity") and Vendor, Contract No. 679-22, as amended, (the "Agreement") with an expiration date of 09/30/2025.

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 City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at this link or upon request from the Customer.
iii. The attached Vendor Quote/Purchase Order, if applicable;
iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

SEE ATTACHMENT A.

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 are in the amount of FOUR HUNDRED SIXTY-SIX THOUSAND, TWENTY SIX AND 80/100 DOLLARS (\$466,026.80) ("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, unless acknowledged in writing by both parties, 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 1st and shall expire on September 30th 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. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

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 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 agree to 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 incorporated herein by reference and **available online** or by request 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 21 day of OCTOBER 2024.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR - PLAYCORE, WISCONSIN, IND. DBA GAMETIME

DocuSigned by:
Clint Whiteside
8346D05AF2A24B0...

Name: Clint whiteside

Title: Director of Sales Administration

Date: 10/16/2024

ATTACHMENT A

Proposal for City of Burleson

Prepared by



09/30/2024
PROJECT: 171736
Centennial Park – Grant 2024 – Three Options
(REVISED)



800-438-2780 | cunninghamrec.com

Hello!

We are excited for the opportunity to work with you on your upcoming exciting new playground project! For almost 60 years, Cunningham Recreation has designed and built thousands of playgrounds for children of all ages and all abilities. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Cunningham Recreation is the exclusive representative for GameTime park and playground equipment in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Texas, Tennessee, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

The following pages will provide greater detail about our proposal(s), more information on Cunningham Recreation and GameTime and how we can meet the goals of your project.

Please reach out with any questions or additional details. I look forward to working with you.

Sincerely,



Hunter Barron
Sales Associate
945-283-1589
hunter@cunninghamrec.com



About Cunningham Recreation and GameTime



Since 1929, GameTime has been a pioneer in the commercial playground equipment industry. GameTime has continued to bring meaningful research around the importance of play to the design, engineering, manufacture, and delivery of play equipment. GameTime Play Equipment's work has elevated industry standards on safety, physical and mental development, inclusion, and intergenerational interaction.

GameTime play systems, site furnishings and amenities are constructed from the highest quality materials and are backed by the industry's best warranty and customer service. Equipment is manufactured to meet current ASTM, CPSC and ADA guidelines for playground safety and accessibility.

For almost 60 years, Cunningham Recreation has been providing commercial park and playground equipment from design to construction. We are proud to serve as GameTime Play Equipment's exclusive representative in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Tennessee, Texas, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

Cunningham Recreation has adequate coverage in each territory to ensure our customers receive professional assistance and excellent customer service.

Range of Installation and Services

GameTime holds an ISO 9001 certification, which validates our high-quality manufacturing standards and our commitment to excellence in the design, production, installation, inspection and testing of our products. Our ISO 14001 certification supports our dedication to environmental sustainability and our commitment to eliminating waste, implementing recycling practices in our manufacturing facility, and offering recycled and recyclable products to our customers.

Cunningham Recreation specializes in complete park and playground solutions. We offer a full range of commercial park and play equipment for children of all ages and all abilities, and we have completed thousands of installations.

Cunningham Recreation offers a variety of resources and design approaches for planning and maintaining parks and playgrounds.



Both Cunningham Recreation and GameTime are considered leaders in the playground industry. Why not partner with a leader? Our research, design principles, innovative products and available resources are at your disposal.



A PLAYCORE Company



SIGNATURE PROJECTS



Southeast Metro Park – Austin, TX

This playground is for all ages and abilities; and somewhat of an outdoor museum. Its focal point is that of a Mosasaur, a prehistoric sea creature, discovered years ago in Travis County. Children are able to explore the full-length skeleton of the Mosasaur including crawling through the gigantic open toothed mouth. The playground provides a colorful and inclusive experience with its custom GFRC sea turtles and sea coral climbers, half spheres and other playful landscape features. It is completed with poured-in-place rubber safety surfacing.

Total Cost: \$600,000

College View Park – Carthage, TX

This 3-acre park is designed to reach all ages and abilities! It includes a GameTime inclusive play structure with integrated shade and freestanding play items consisting of an arch saucer swing, a 3-bay swing with adaptive seats, an inclusive whirl, multiple sensory wave seats, a Tri Runner and freestanding musical components. The project is completed with 7400 sq ft of poured-in-place rubber safety surfacing. A walking path wraps the area with multiple freestanding fitness components, several shades with benches and a gazebo.

Total Cost: \$700,000



Alcott Station Park – Mesquite, TX

This unique 5 acre park features a large GameTime Modern City play structure with beautiful turf safety surfacing as well as a Thrive 450 adult outdoor fitness area with poured-in-place rubber safety surfacing; and a two mile walking trail connecting all the other amenities in the park. Employees of the adjacent businesses as well as residents of the local neighborhoods are sure to utilize this beautiful space.

Total Cost: \$250,000



Option 3



Centennial Park - Option 3 Burleson, TX

Design • Build • PLAY!



Color Palette: Avalon

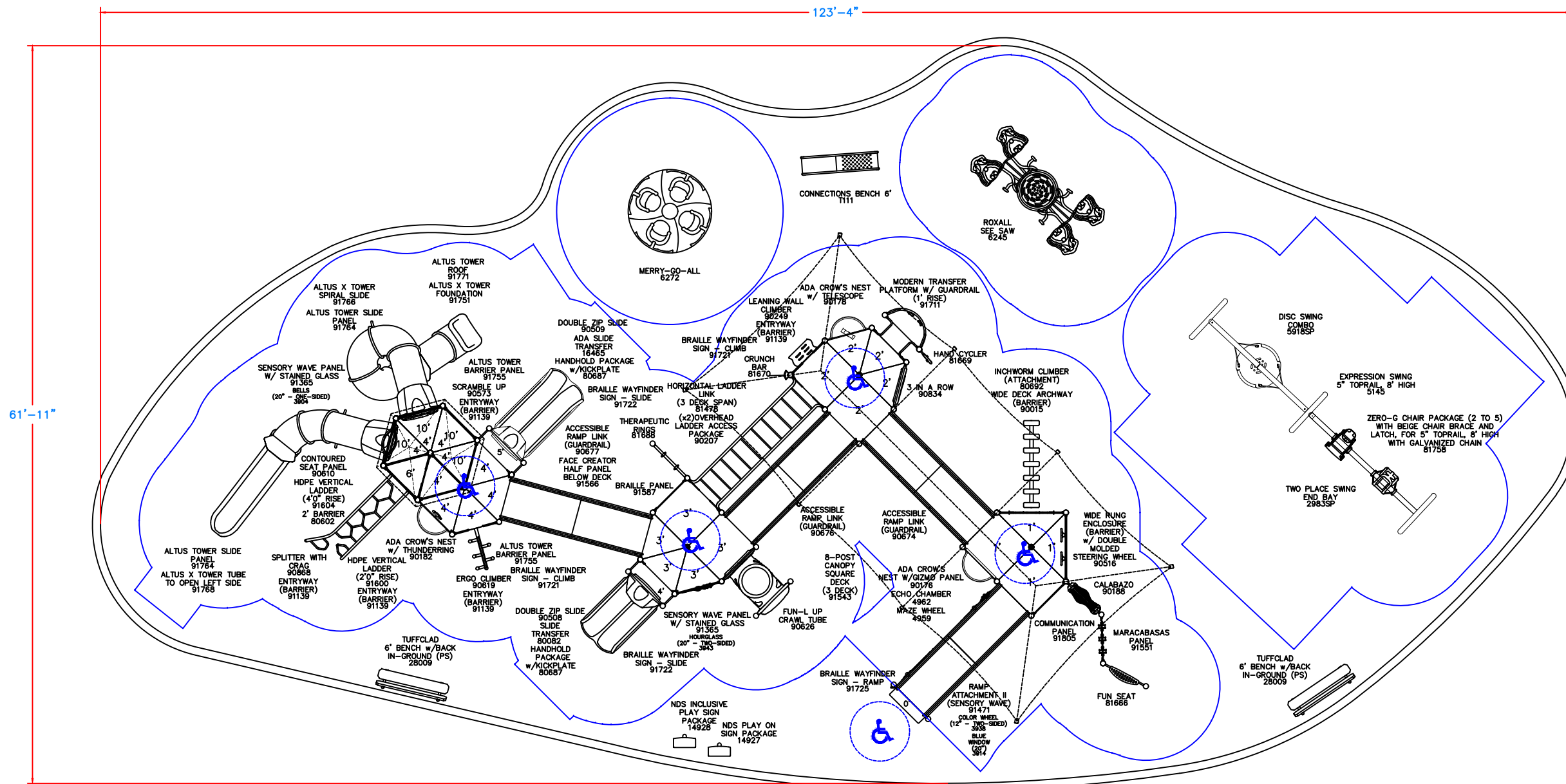


Centennial Park - Option 3 Burleson, TX

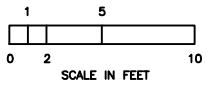
Design • Build • PLAY!



Color Palette: Avalon



| SURFACING | |
|-----------|-------|
| TYPE | PIP |
| SQ FT | 5,333 |
| DEPTH | 4.5" |
| CURBING | |
| TYPE | CNCR |
| LN FT | 297 |
| HT | 8.5" |



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

City of Burleson
Centennial Park Option 3 (Revised)
Burleson, TX
Representative
Cunningham Recreation

This play equipment is recommended for children ages 2-5 & 5-12

Minimum Area Required:
Scale:
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
TCV
Date:
09/26/2024
Drawing Name:
171736-01-03R1



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

10/15/2024
 Quote #
 171736-01-08

Centennial Park (2024 Grant) - Option 3 (Rev 3)

City of Burleson
 Attn: Daniel Shafer
 550 NW Summercrest Blvd
 Burleson, TX 76028
 United States
 Phone: 817-944-9237
 dshafer@burlesontx.com

Ship to Zip 76028

| Quantity | Part # | Description | Unit Price | Amount |
|----------|--------|---|--------------|--------------|
| 1 | RDU | GameTime - Modular PowerScope Altus Tower Ramped Play Structure for Ages 5-12 [Accent: _____] [Basic: _____] [Deck:Pvc: _____] [Accent2: _____] [Tube: _____] [2ColorHDPE: _____] [Arch: _____] [RotoPlastic: _____] [HDPE: _____] [Fabric1: _____] | \$248,562.00 | \$248,562.00 |
| | | (1) 3904 -- Bells 20" 1S | | |
| | | (1) 3914 -- Blue Window 20" 1S | | |
| | | (1) 3938 -- Color Wheel 12" 2S | | |
| | | (1) 3943 -- Hourglass 20" 2S | | |
| | | (1) 4959 -- Maze Wheel | | |
| | | (1) 4962 -- Echo Chamber | | |
| | | (1) 16465 -- Slide Transfer (Ada) | | |
| | | (6) 16700 -- Ada49"Sq Punch Steel Deck | | |
| | | (16) 16701 -- Ada 49"Tri Punch Steel Dk | | |
| | | (2) 16803 -- Ada Wide Triangular Platform | | |
| | | (3) 80076 -- Deck Flat Cap Pkg | | |
| | | (1) 80082 -- Slide Transfer | | |
| | | (1) 80602 -- 2'-0"Entrance Barrier | | |
| | | (2) 80687 -- Handhold/Kick Plate Pkg | | |
| | | (1) 80692 -- Inchworm Climber Attach | | |
| | | (1) 81478 -- Horiz Ladder Link 147" | | |
| | | (1) 81666 -- Fun Seat | | |
| | | (1) 81669 -- Hand Cyclor | | |
| | | (1) 81670 -- Crunch Bar | | |
| | | (1) 81688 -- Therapeutic Rings Attch | | |
| | | (1) 90015 -- Wide Deck Archway W/ Barrier | | |
| | | (1) 90176 -- Ada Crow'S Nest W/ Gizmo | | |
| | | (1) 90178 -- Ada Crow'S Nest W/Telescope | | |
| | | (1) 90182 -- Ada Crow'S Nest W/ Thunderring | | |
| | | (1) 90188 -- Calabazo Panel | | |



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Centennial Park (2024 Grant) - Option 3 (Rev 3)

| Quantity | Part # | Description | Unit Price | Amount |
|----------|--------|---|------------|--------|
| | | (2) 90207 -- Overhead Ladder Access Package | | |
| | | (1) 90249 -- 2' Leaning Wall Climber | | |
| | | (1) 90262 -- 4' Upright, Alum | | |
| | | (1) 90263 -- 5' Upright, Alum | | |
| | | (3) 90264 -- 6' Upright, Alum | | |
| | | (3) 90265 -- 7' Upright, Alum | | |
| | | (6) 90266 -- 8' Upright, Alum | | |
| | | (5) 90267 -- 9' Upright, Alum | | |
| | | (4) 90268 -- 10' Upright, Alum | | |
| | | (1) 90269 -- 11' Upright, Alum | | |
| | | (1) 90508 -- 4' Double Zip Slide, Std Dk | | |
| | | (1) 90509 -- 5' Double Zip Slide, Std Dk | | |
| | | (1) 90516 -- Wide Rng Encl Dbl Mold S. Whl Bar Abov | | |
| | | (1) 90573 -- Scramble Up (3'-6" To 5'-0") | | |
| | | (1) 90610 -- Contoured Panel (Above) | | |
| | | (1) 90619 -- Ergo Climber (4'-0" & 4'-6") | | |
| | | (1) 90626 -- Fun-L Crawl Tube Attachment | | |
| | | (1) 90674 -- Std Access Ramp Link 3 Dk Gr | | |
| | | (1) 90676 -- Std Access Ramp Link Gr 2'-6" & 3' | | |
| | | (1) 90677 -- Std Access Ramp Link Gr 3'-6" & 4' | | |
| | | (1) 90834 -- 3-in-a-Row Panel | | |
| | | (1) 90868 -- Splitter 6' | | |
| | | (5) 91139 -- Entryway - Barrier | | |
| | | (2) 91365 -- Sensory Wave Panel w/ stained glass | | |
| | | (1) 91471 -- 1' Sensory Wave Ramp Att. II | | |
| | | (1) 91543 -- 8-Post Canopy Square Deck (3 deck) | | |
| | | (1) 91551 -- Maracabasas Panel (Below Deck) | | |
| | | (1) 91566 -- Face Creator Half Panel | | |
| | | (1) 91587 -- Braille Panel | | |
| | | (1) 91600 -- HDPE Vertical Ladder 2'0" | | |
| | | (1) 91604 -- HDPE Vertical Ladder 4'0" | | |
| | | (1) 91711 -- Modern Transfer w/Guardrail 1' Rise | | |
| | | (2) 91721 -- Wayfinder Sign - Climb | | |
| | | (2) 91722 -- Wayfinder Sign - Slide | | |
| | | (1) 91725 -- Wayfinder Sign - Ramp | | |
| | | (1) 91751 -- Altus X Tower Foundation | | |
| | | (2) 91755 -- Altus Tower Barrier Panel | | |



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Centennial Park (2024 Grant) - Option 3 (Rev 3)

| Quantity | Part # | Description | Unit Price | Amount |
|----------|---------|--|--------------|--------------|
| | | (2) 91764 -- AltusTower Slide Panel | | |
| | | (1) 91766 -- Altus X Tower Spiral Slide | | |
| | | (1) 91768 -- Altus X Tower Tube To Left | | |
| | | (1) 91771 -- Modern Hex Roof | | |
| | | (1) 91805 -- Communication Board | | |
| | | (1) 91829 -- 5" Upright Extension w/ Cap 6' | | |
| | | (6) 91830 -- 5" Upright Extension w/o Cap 6' | | |
| | | (4) G90262 -- 4' Upright, Galv | | |
| | | (1) G90266 -- 8' Upright, Galv | | |
| | | (10) G90268 -- 10' Upright, Galv | | |
| | | (1) G90269 -- 11' Upright, Galv | | |
| | | (7) G90273 -- 15' Upright, Galv | | |
| 1 | RDU | GameTime - PowerScape Swings with Disc Swing [Basic: _____] [RotoPlastic: _____] | \$16,808.00 | \$16,808.00 |
| | | (1) 5918SP -- Disc Swing Add-A-Bay | | |
| | | (1) 2983SP -- Two Play Swing End Bay, 8' | | |
| | | (1) 5145 -- Expression Swing 5" X 8' | | |
| | | (1) 81758 -- 5" Zero-G Chair (2-5)-Galv Chain | | |
| 1 | 6272 | GameTime - Merry-Go-All [Basic: _____] [Roto Plastic: _____] | \$9,859.00 | \$9,859.00 |
| 1 | 6245 | GameTime - RoxAll See Saw [Accent: _____] [Basic: _____] [Roto Plastic: _____] | \$13,296.00 | \$13,296.00 |
| 2 | 28009 | GT-Site - 6' P/S Bench W/Back Inground [Basic: _____] [Coated Site: _____] | \$1,025.00 | \$2,050.00 |
| 1 | T111 | GT-Site - Connections Bench 6' Surf Mt/Portable [RB Frame PC: _____] | \$1,500.00 | \$1,500.00 |
| 1 | 14927 | GameTime - NDS Play On Sign Package | | |
| 1 | 14928 | GameTime - NDS Inclusive Play Sign Package | | |
| 1 | 178749 | GameTime - Owner's Kit | \$89.00 | \$89.00 |
| 1 | POURED | GT-Impax - Poured in Place Rubber Safety Surfacing (SF)- <ul style="list-style-type: none"> Area: <u>5,333</u> Sq.Ft. Materials: (50% Standard Color / 50% Black) Depth: 4.5" for 10' CFH Freight to Site Installation of Rubber Surfacing Only; Regular Wages | \$132,856.00 | \$132,856.00 |
| 1 | INSTALL | MISC - Installation of Above Equipment | \$78,055.00 | \$78,055.00 |
| 1 | INSTALL | MISC - Provision and Installation of Sub-Base | \$18,640.00 | \$18,640.00 |
| 1 | INSTALL | GameTime - Concrete Curbs (LF) | \$29,060.00 | \$29,060.00 |



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10/15/2024
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 171736-01-08

Centennial Park (2024 Grant) - Option 3 (Rev 3)

| Quantity | Part # | Description | Unit Price | Amount |
|--------------------------------------|---------------|--|--------------------------|---------------------|
| 1 | INSTALL | GameTime - ADA Ramp Access and Sidewalk Connection (5' x 15') to Parking Lot | \$4,195.00 | \$4,195.00 |
| 1 | INSTALL | GameTime - Drainage (LF) | \$4,895.00 | \$4,895.00 |
| 1 | INSTALL | MISC - Light Grading | \$18,640.00 | \$18,640.00 |
| 1 | 2024 GT-Grant | <p>MISC - 2024 Matching Funds Grant- Grant Rules and Limitations: To qualify for up to 100% matching grant, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, KidCourse, and The Stadium®. VistaRope®, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be received and validated by the project administrator by October 18, 2024. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 25, 2024, or until all eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2024, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2024 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.</p> | | |
| Contract: Buy Board Contract #679-22 | | | Sub Total | \$578,505.00 |
| | | | Grant | (\$127,396.01) |
| | | | Estimated Freight | \$14,917.81 |
| | | | Total | \$466,026.80 |

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.



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Centennial Park (2024 Grant) - Option 3 (Rev 3)

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.

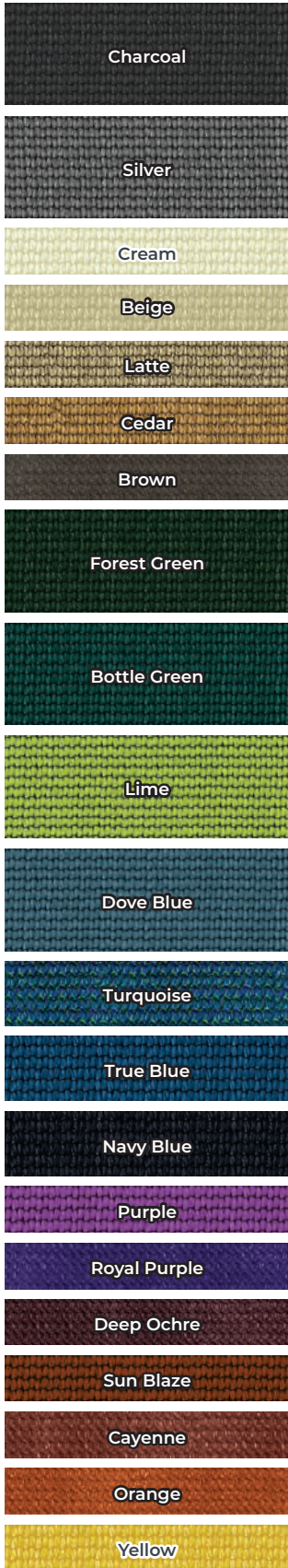
MATERIAL COLOR OPTIONS

| METAL | PLASTIC | HDPE | 2 COLOR HDPE |
|-----------------|--------------|--------------|--------------|
| Black | Champagne | Black | Black/White |
| Starlight Black | | Beige | Gray/Black |
| Metallic | Brown | | Dolphin Gray |
| White | | Green | Beige |
| Vanilla | Chartreuse | | Brown |
| Champagne | | Spring Green | Green |
| Beige | Azure | | Green |
| Brown | | Sky Blue | Spring Green |
| Bronze | Blue | | Azure |
| Dark Green | | Periwinkle | Sky Blue |
| Green | Royal Purple | | Blue |
| Sage | | Burgundy | Purple |
| Ice Butter | Red | | Burgundy |
| Ice Mint | | Orange | Red |
| Chartreuse | Butterscotch | | Orange |
| Spring Green | | Yellow | Yellow |
| Ocean | | | |
| Azure | | | |
| Sea Mist | | | |
| Sky Blue | | | |
| Blue | | | |
| Periwinkle | | | |
| Royal Purple | | | |
| Burgundy | | | |
| Red | | | |
| Orange | | | |
| Butterscotch | | | |
| Yellow | | | |

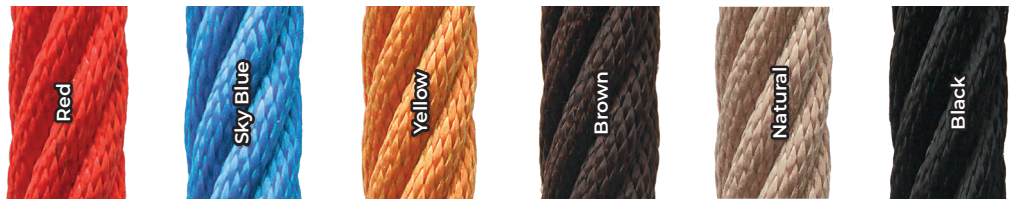
Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

MATERIAL COLOR OPTIONS

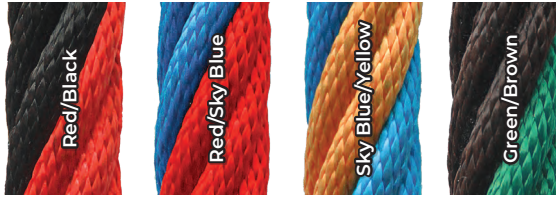
SHADE FABRIC



VISTAROPÉ™ STANDARD

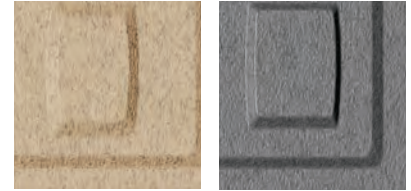


VISTAROPÉ™ CUSTOM



*Colors for VistaRope products only. All standard GameTime ropes are black.

SPECIAL ROCK



Sandstone

Deep Granite

WALLCANO® HANDHOLDS



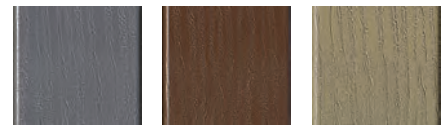
Red

Green

Blue

Beige

SITE RECYCLED PLASTIC LUMBER

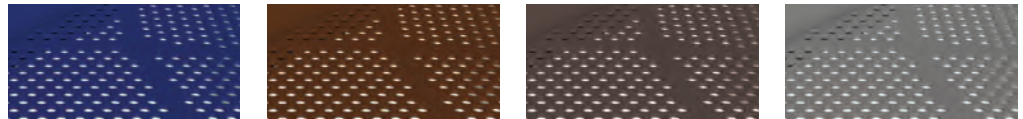


Gray

Tudor

Sand

DECKS



Blue

Brown

NEW! Chocolate

Gray

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1226484

Date Filed:
10/15/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cunningham Recreation
Cypress, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
PROJECT 171736 Centennial Park
Provision and installation of Playground equipment and surfacing.

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Cunningham , Scott | Cypress, TX United States | | X |
| | | | | |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Scott Cunningham, and my date of birth is [REDACTED].

My address is 14150 Huffmeister Rd Suite 200, Cypress, TX, 77429, US.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 15th day of October, 2024.
(month) (year)

Scott Cunningham

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Director of Economic Development
MEETING: October 21, 2024

SUBJECT:

Hold a public hearing and consider approval of an ordinance designating an approximately 30 acre tract of land (the property is generally described as near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas) as “Tax Abatement Reinvestment Zone Number 009, City of Burleson” under Chapter 312 of the Texas Tax Code. *(First Reading) (Staff Contact: Alex Philips, Director of Economic Development)*

SUMMARY:

Paris Baguette U.S.A., Inc. is considering the purchase of approximately 30 acres of real estate generally described as the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas. Paris Baguette Inc. intends to construct a 260,000 square foot food manufacturing facility in two phases at the site. The City and Paris Baguette U.S.A., Inc. are in negotiations regarding a tax abatement agreement for the development.

Prior to considering a tax abatement agreement, the City must designate the property as a tax abatement reinvestment zone according to the Texas Tax Code. This action requires a public hearing.

Section 312.204(a) of the Texas Tax Code provides that the City Council may enter into a tax abatement agreement with the owner of taxable real property, that is located in a reinvestment zone, to exempt from taxation a portion of the value of the real property or of tangible personal property located on the property, or both, for a period not to exceed 10 years, on the condition that the owner of the property make specific improvements or repairs to the property. Paris Baguette U.S.A., Inc. proposed tax abatement agreement submitted to Paris Baguette U.S.A., Inc. is capped at 10 years.

In keeping with notification requirements of Section 312.201 of the Code, notice of the Public Hearing was published in the newspaper on Sunday, October 13, 2024 and notice of the Public Hearing was delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed Zone.

This is the first reading of this ordinance and a tax abatement agreement between the City and Paris Baguette U.S.A., Inc. The tax abatement will outline the terms and conditions of the tax abatement with Paris Baguette U.S.A., Inc. and will be presented on December 9, 2024.

RECOMMENDATION:

Staff recommends approval

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

N/A

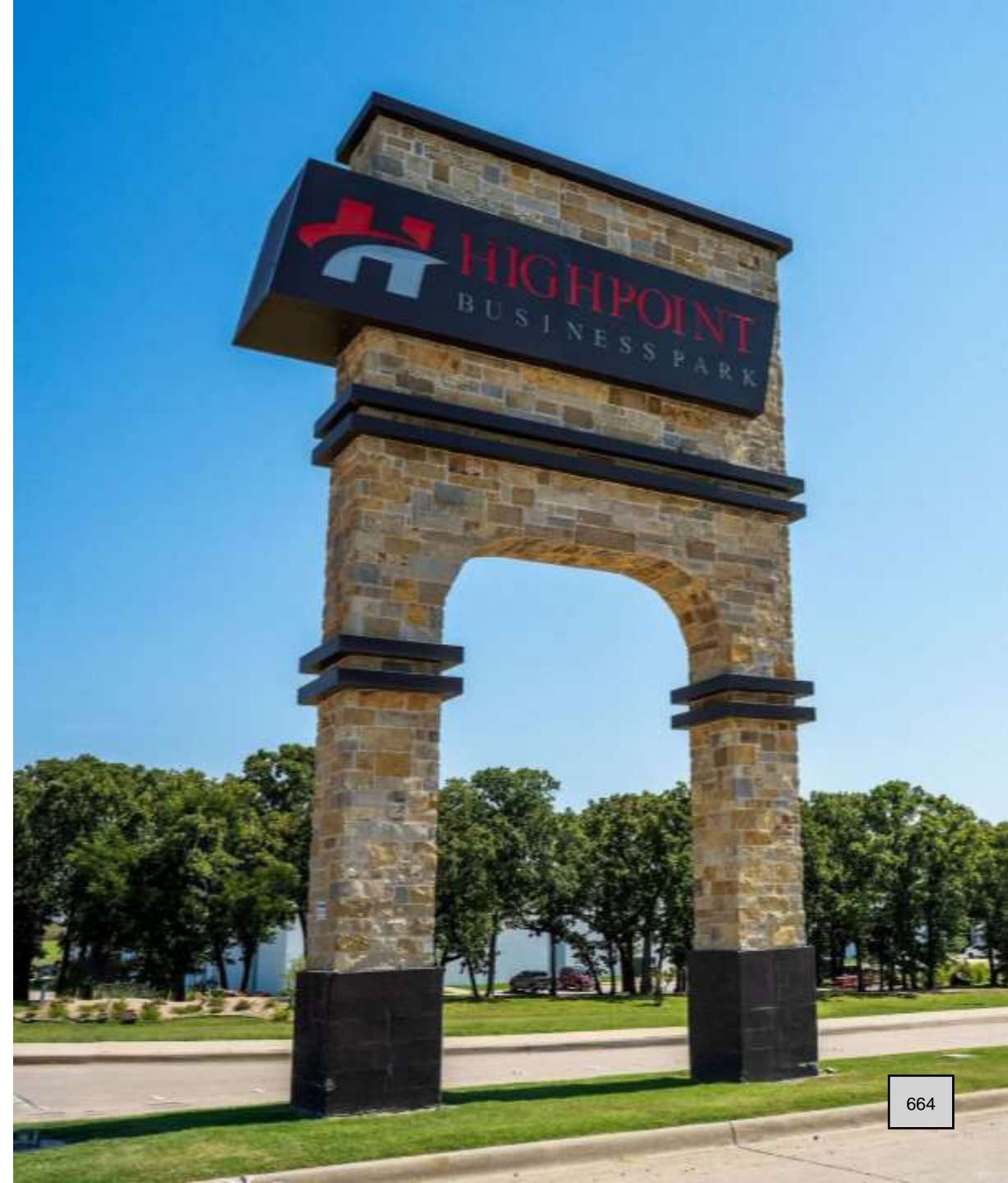
REFERENCE:

FISCAL IMPACT:

STAFF CONTACT:

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

Tax Abatement Reinvestment Zone



Tax Abatement Reinvestment Zone

Location

- Approximately a 30 Acre site located on Vantage Drive north of FM 917

Request

- Establish a tax abatement reinvestment zone for the purposes of an upcoming tax abatement for Paris Baguette USA, Inc.

Future Action

- A tax abatement agreement with the specific incentives will be presented at a later date as the company prepares the development.



Tax Abatement Reinvestment Zone

- International project considering construction of at least 260,000 square feet of office, manufacturing and distribution facility.
- Capital investment approximately \$165 Million
- Creation of approximately 450 new jobs
- Similar manufacturing that currently resides in Highpoint Business Park



Tax Abatement Reinvestment Zone

- Section 312 of Texas Tax Code guides process for establishing the zone.
- Notice provided in newspaper for public hearing on October 13, 2024.
- Notice to taxing entities provided on October 11, 2024.
- Public hearing / First reading of Ordinance.
 - October 21, 2024
- Final Reading of Ordinance
 - November 4, 2024



Tax Abatement Reinvestment Zone

Action for Tonight:

1. Conduct a public hearing
2. Approve or deny the ordinance for the designation of Tax Abatement Reinvestment Zone Number 009, City of Burleson, Johnson County as an being a 30 acre tract of land, more or less, near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson (**First Reading**)



ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, DESIGNATING A CERTAIN AREA AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 9 FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT WITHIN THE CITY OF BURLESON, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial / industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A Tax Code, Chapter 312) (the “Act”); and

WHEREAS, by Resolution No. CSO#5591-09-2024, approving the City’s Policy Statement, the City Council authorized the continuation of its participation in tax abatement and established the economic development incentive program guidelines and criteria governing tax abatement agreements to be entered into by the City as required by the Act in accordance with Section 312.002 of the Act; and

WHEREAS, on October 21, 2024, prior to the consideration of this Ordinance, the City Council held a public hearing, the date of which was at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to the respective presiding officers of each taxing entity which includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the City, at such public hearing, invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and to raise any concerns regarding the offering of tax abatement incentives; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, to the reinvestment zone appeared to contest the creation of the reinvestment zone.

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

SECTION 1

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

SECTION 2

The City, after conducting such public hearing and having heard such evidence and testimony has made the following findings and determinations based upon the testimony presented:

- (a) That a public hearing on the adoption of Tax Abatement Reinvestment Zone Number 9 has been properly called, held and conducted, and that notice of such hearing has been published at least seven (7) days before the hearing in a newspaper of general circulation within the City, and mailed to all property taxing units overlapping the territory inside the proposed Tax Abatement Reinvestment Zone at least seven (7) days prior to the public hearing; and
- (b) That the boundaries of Tax Abatement Reinvestment Zone Number 9, comprised of thirty (30) acres, shall be the area as described and depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes; and
- (c) That Tax Abatement Reinvestment Zone Number 9 as described in the attached Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in Section 312.202(a) of the Texas Tax Code, as amended, and in particular Section 312.202(a)(6) of the Texas Tax Code, in that it is “reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City”; and
- (d) That Tax Abatement Reinvestment Zone Number 9 meets the criteria for the creation of a tax abatement reinvestment zone as set forth in the City’s tax abatement guidelines and criteria; and
- (e) That the improvements proposed for Tax Abatement Reinvestment Zone Number 9 are feasible and practical and would be a benefit to the land and to the City after the expiration of any tax abatement agreement.

SECTION 3

Pursuant to Section 312.201 of the Texas Tax Code, as amended, the City of Burleson, Texas, hereby creates Tax Abatement Reinvestment Zone Number 9 for commercial-industrial tax abatement encompassing only the area described in Exhibit A, and such Tax Abatement Reinvestment Zone Number 9 is hereby designated.

SECTION 4

Tax Abatement Reinvestment Zone Number 9 shall take effect immediately upon passage of this Ordinance. Tax Abatement Reinvestment Zone Number 9 is effective for five (5) years and may be renewed for periods not to exceed five (5) years. The expiration of the designation

of Tax Abatement Reinvestment Zone Number 9 does not affect an existing tax abatement agreement.

SECTION 5

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or 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 of this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6

Any provision of any prior ordinance of the City, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 7

This Ordinance shall become effective immediately upon its passage.

FIRST READING APPROVED ON THE _____ DAY OF _____, 2024.

DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THIS _____ DAY OF _____, 2024.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

EXHIBIT "A"

**Legal Description
Tax Abatement Reinvestment Zone Number 9
City of Burleson, Texas**

**PROPERTY DESCRIPTION
30.000 ACRE PARCEL
BURLESON HIGHPOINT INVESTMENTS, LLC PROPERTY
STEPHEN KINSEY SURVEY - ABSTRACT NO. 475
HIRAM LEWIS SURVEY - ABSTRACT NO. 517
CITY OF BURLESON, JOHNSON COUNTY, TEXAS**

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HIRAM LEWIS SURVEY ABSTRACT NO. 517 AND THE STEPHEN KINSEY SURVEY, ABSTRACT NO. 475, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING ALL OF 5.14 ACRE, 2.072 ACRE; 7.3401 ACRE, 4.007 ACRE, 2.898 ACRE, AND BEING PART OF 18.2610 ACRE TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LLC BY DEED RECORDED UNDER INSTRUMENT NOS. 2018-23944; 2022-8142; 2017-19086; 2019-1675; 2018-3883; AND INSTRUMENT NUMBER 2017-19087 OF THE OFFICIAL RECORDS OF JOHN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE MOST WESTERLY SOUTHWEST CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 5.14 ACRE TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO GOLDEN STATE FOODS CORP BY DEED RECORDED UNDER INSTRUMENT NO. 2023-4324 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE NORTH 59° 10' 52" EAST DEPARTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND ALONG THE NORTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 5.14 ACRE TRACT AND THE SOUTHEAST LINE OF SAID GOLDEN STATE FOODS CORP TRACT FOR A DISTANCE OF 1180.32 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING THE WESTERLY CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT;

THENCE NORTH 60° 35' 19" EAST ALONG THE NORTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE SOUTHEAST LINE OF SAID GOLDEN STATE FOODS CORP TRACT FOR A DISTANCE OF 507.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF S. BURLESON BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE EASTERLY CORNER OF SAID GOLDEN STATE FOODS CORP TRACT;

THENCE SOUTH 30° 11' 30" EAST ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S. BURLESON BOULEVARD, COMMON TO THE NORTHEAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT, FOR A DISTANCE OF 176.47 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE EASTERLY CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1, BRAZOS ELECTRIC POWER COOPERATIVE INC., AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 746 OF THE MAP RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE SOUTH 59° 13' 42" WEST DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S. BURLESON BOULEVARD AND ALONG THE SOUTHEAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE AND 5.14 ACRE TRACTS AND THE NORTHWEST LINE OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION, FOR A DISTANCE OF 597.88 FEET TO A POINT FOR CORNER, SAID POINT BEING THE WESTERLY CORNER OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE NORTHERLY CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT;

THENCE SOUTH 30° 01' 09" EAST ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE EAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT, FOR A DISTANCE OF 453.53 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE SOUTHEAST CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT, SAID POINT BEING IN THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER BY DEED RECORDED IN VOLUME 2487, PAGE 857 OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE SOUTH 60° 27' 57" WEST ALONG THE SOUTH LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT AND THE NORTHWEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT, FOR A DISTANCE OF 44.45 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE MOST WESTERLY NORTHWEST CORNER OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT;

THENCE SOUTH 14° 35' 59" EAST ALONG THE EAST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE WEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT FOR A DISTANCE OF 544.38 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

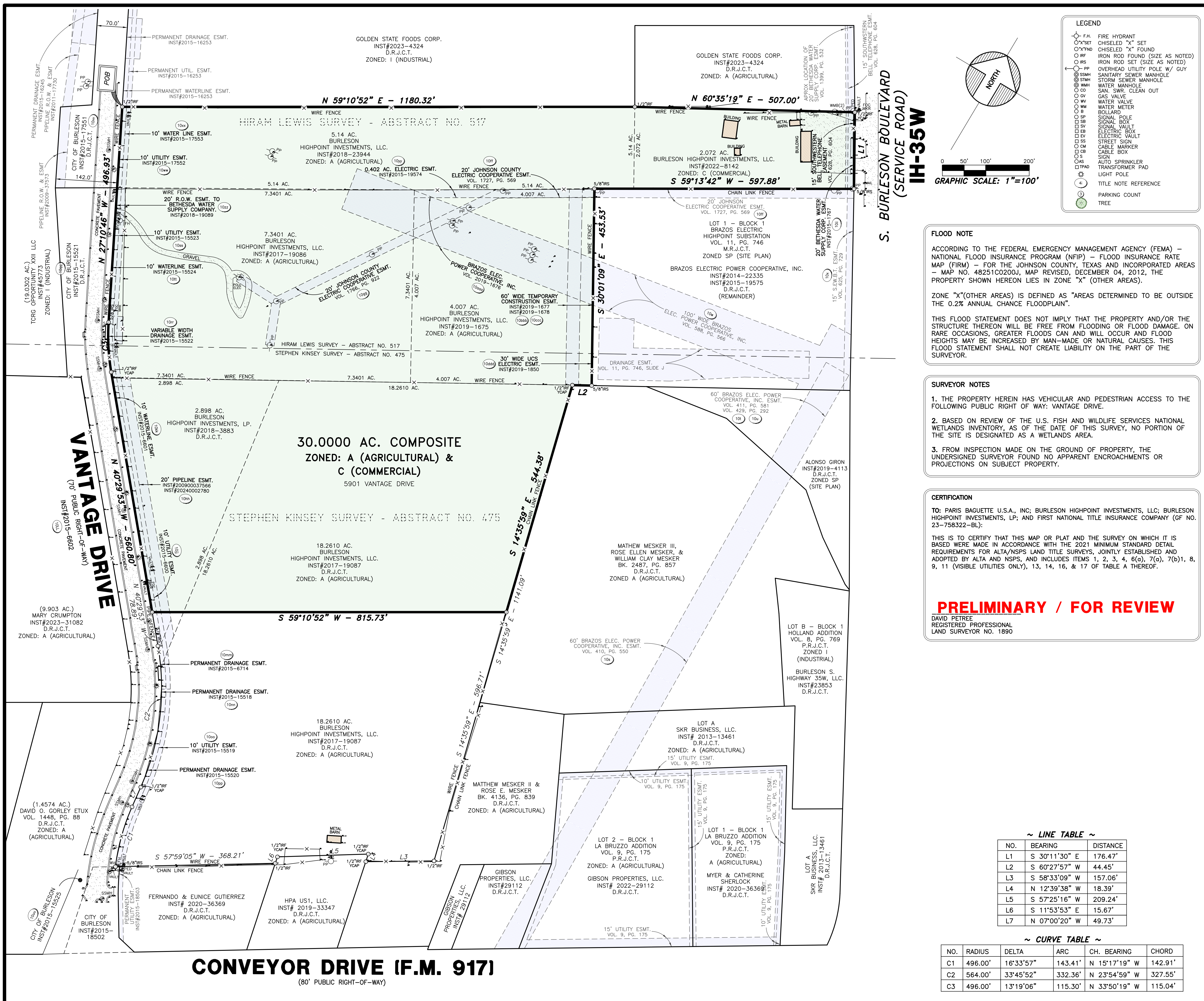
THENCE SOUTH 59° 10' 52" WEST LEAVING THE SAID EAST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE WEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT, AND ACROSS AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE AND 2.898 ACRE TRACTS, FOR A DISTANCE OF 815.73 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID VANTAGE DRIVE;

THENCE NORTH 40° 29' 53" WEST ALONG NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID VANTAGE DRIVE AND THE WEST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS LLC - 2.898 ACRE AND 7.3401 ACRE TRACTS, FOR A DISTANCE OF 560.80 FEET TO A POINT FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 496.00 FEET, A CENTRAL ANGLE OF 13° 19' 06", A CHORD BEARING OF NORTH 33° 50' 19" WEST AT A DISTANCE OF 115.04 FEET;

THENCE CONTINUING ALONG THE AFORESAID NORTHEAST RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND THE WEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS LLC - 7.3401 ACRE TRACT, FOR AN ARC DISTANCE OF 115.30 FEET TO A POINT FOR CORNER;

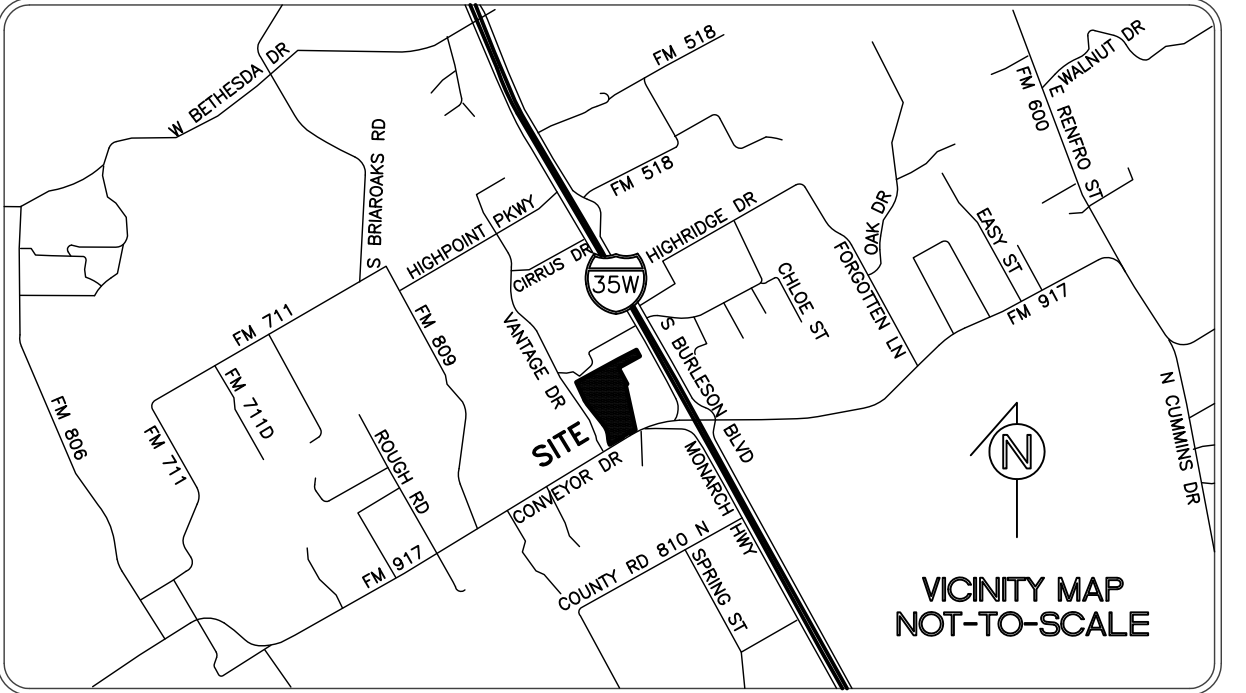
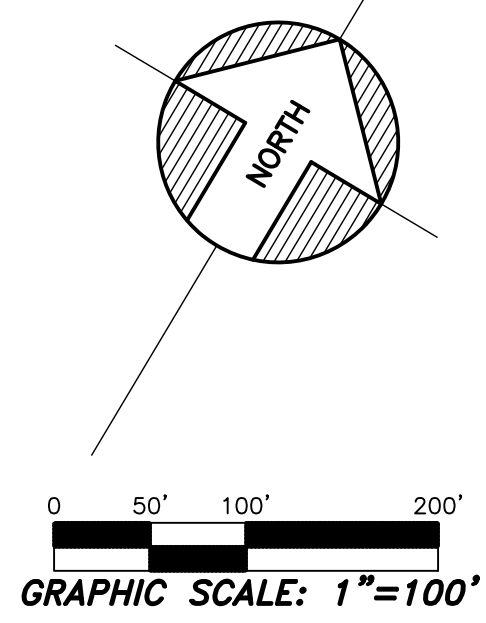
THENCE NORTH 27° 10' 46" WEST CONTINUING ALONG THE AFORESAID NORTHEAST RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND THE WEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS LLC - 7.3401 ACRE AND 5.14 ACRE TRACTS, FOR A DISTANCE OF 496.93 FEET TO **THE POINT OF**

BEGINNING AND CONTAINING 30.000 ACRES OF LAND, MORE OR LESS.



LEGEND

- FH FIRE HYDRANT
- CHISELED "X" SET
- CHISELED "X" FOUND
- ORF IRON ROD FOUND (SIZE AS NOTED)
- ORF IRON ROD SET (SIZE AS NOTED)
- PP OVERHEAD UTILITY POLE W/ GUY
- SSMH SANITARY SEWER MANHOLE
- SMH STORM SEWER MANHOLE
- WMH WATER MANHOLE
- WV SAN. SW. CLEAN OUT
- GV GAS VALVE
- WV WATER VALVE
- WM WATER METER
- BOLLARD
- SP SIGNAL POLE
- SB SIGNAL BOX
- EV ELECTRIC VAULT
- EV ELECTRIC VAULT
- ST STREET SIGN
- CM CABLE MARKER
- CB CABLE BOX
- SI SIGN
- AS AUTO SPRINKLER
- TP TRANSFORMER PAD
- LP LIGHT POLE
- TR TITLE NOTE REFERENCE
- PC PARKING COUNT
- TREE



FLOOD NOTE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - NATIONAL FLOOD INSURANCE PROGRAM (NFIP) - FLOOD INSURANCE RATE MAP (FIRM) - FOR THE JOHNSON COUNTY, TEXAS AND INCORPORATED AREA - MAP NO. 48251C0200, MAP REVISED, DECEMBER 04, 2012, THE PROPERTY SHOWN HEREON LIES IN ZONE "X" (OTHER AREAS).

ZONE "X"(OTHER AREAS) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

SURVEYOR NOTES

1. THE PROPERTY HEREIN HAS VEHICULAR AND PEDESTRIAN ACCESS TO THE FOLLOWING PUBLIC RIGHT OF WAY: VANTAGE DRIVE.
2. BASED ON REVIEW OF THE U.S. FISH AND WILDLIFE SERVICES NATIONAL WETLANDS INVENTORY, AS OF THE DATE OF THIS SURVEY, NO PORTION OF THE SITE IS DESIGNATED AS A WETLANDS AREA.
3. FROM INSPECTION MADE ON THE GROUND OF PROPERTY, THE UNDERSIGNED SURVEYOR FOUND NO APPARENT ENCROACHMENTS OR PROJECTIONS ON SUBJECT PROPERTY.

CERTIFICATION

TO: PARIS BAGUETTE U.S.A., INC; BURLESON HIGHPOINT INVESTMENTS, LLC; BURLESON HIGHPOINT INVESTMENTS, LP; AND FIRST NATIONAL TITLE INSURANCE COMPANY (GF NO. 23-758322-BL):

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 7(b)1, 8, 9, 11 (VISIBLE UTILITIES ONLY), 13, 14, 16, & 17 OF TABLE A THEREOF.

PRELIMINARY / FOR REVIEW

DAVID PETREE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 1890

SURVEY PLAT

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED.

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, MADE A CAREFUL AND ACCURATE SURVEY ON THE GROUND OF FOLLOWING DESCRIBED PROPERTY.

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HIRAM LEWIS SURVEY ABSTRACT NO. 517 AND THE STEPHEN KINSEY SURVEY, ABSTRACT NO. 475, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING ALL OF 5.14 ACRES, 2.072 ACRES, 7.3401 ACRES, 4.007 ACRES, 2.898 ACRES, AND BEING PART OF 18.2610 ACRE TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LLC BY DEED RECORDED UNDER INSTRUMENT NOS. 2018-23944; 2022-8142; 2017-19088; 2019-1675; 2018-3883; AND INSTRUMENT NUMBER 2017-19087 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE MOST WESTERLY SOUTHWEST CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 5.14 ACRE TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO GOLDEN STATE FOODS CORP BY DEED RECORDED UNDER INSTRUMENT NO. 2023-4324 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE NORTH 59° 10' 52" EAST DEPARTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND ALONG THE NORTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 5.14 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID GOLDEN STATE FOODS CORP TRACT FOR A DISTANCE OF 1180.32 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING THE WESTERLY CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT;

THENCE NORTH 60° 35' 19" EAST ALONG THE NORTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE SOUTHWEST LINE OF SAID GOLDEN STATE FOODS CORP TRACT FOR A DISTANCE OF 507.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE EASTERLY CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE EASTERLY CORNER OF SAID GOLDEN STATE FOODS CORP TRACT;

THENCE SOUTH 30° 11' 30" EAST ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S. BURLESON BOULEVARD AND ALONG THE SOUTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT, FOR A DISTANCE OF 176.47 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE EASTERLY CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1, BRAZOS ELECTRIC POWER COOPERATIVE, INC., AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 746 OF THE MAP RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE SOUTH 59° 13' 42" WEST DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S. BURLESON BOULEVARD AND ALONG THE SOUTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT, FOR A DISTANCE OF 176.47 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE WESTERLY CORNER OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE NORTHERLY CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT;

THENCE SOUTH 30° 01' 09" EAST ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE EAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT, FOR A DISTANCE OF 453.53 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE SOUTHWEST CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT, SAID POINT BEING IN THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER BY DEED RECORDED IN VOLUME 2487, PAGE 857 OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE SOUTH 60° 27' 57" WEST ALONG THE SOUTH LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT AND THE NORTHWEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT, FOR A DISTANCE OF 44.45 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE MOST WESTERLY NORTHWEST CORNER OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT;

THENCE SOUTH 14° 35' 59" EAST ALONG THE EAST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE WEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT FOR A DISTANCE OF 544.38 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE SOUTH 59° 10' 52" WEST LEAVING THE SAID EAST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE WEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT, AND ACROSS AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE AND 2.898 ACRE TRACTS, FOR A DISTANCE OF 815.73 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID VANTAGE DRIVE;

THENCE NORTH 40° 29' 53" WEST ALONG NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID VANTAGE DRIVE AND THE WEST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS LLC - 2.898 ACRE AND 7.3401 ACRES TRACTS, FOR A DISTANCE OF 560.80 FEET TO A POINT FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 496.00 FEET, A CENTRAL ANGLE OF 13° 19' 06", A CHORD BEARING OF NORTH 33° 50' 19" WEST AT A DISTANCE OF 115.04 FEET;

THENCE CONTINUING ALONG THE AFORESAID NORTHEAST RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND THE WEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS LLC - 7.3401 ACRE TRACT, FOR AN ARC DISTANCE OF 115.30 FEET TO A POINT FOR CORNER;

THENCE NORTH 27° 10' 46" WEST CONTINUING ALONG THE AFORESAID NORTHEAST RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND THE WEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS LLC - 7.3401 ACRE AND 5.14 ACRES TRACTS, FOR A DISTANCE OF 496.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 30.000 ACRES OF LAND, MORE OR LESS.

~ LINE TABLE ~

| NO. | BEARING | DISTANCE |
|-----|---------------|----------|
| L1 | S 30°11'30" E | 176.47' |
| L2 | S 60°27'57" W | 44.45' |
| L3 | S 58°33'09" W | 157.06' |
| L4 | N 12°39'38" W | 18.39' |
| L5 | S 57°25'16" W | 209.24' |
| L6 | S 11°53'53" E | 15.67' |
| L7 | N 07°00'20" W | 49.73' |

~ CURVE TABLE ~

| NO. | RADIUS | DELTA | ARC | CH. BEARING | CHORD |
|-----|---------|-----------|---------|---------------|---------|
| C1 | 496.00' | 16°33'57" | 143.41' | N 15°17'19" W | 142.91' |
| C2 | 564.00' | 33°45'52" | 332.36' | N 23°54'59" W | 327.55' |
| C3 | 496.00' | 13°19'06" | 115.30' | N 33°50'19" W | 115.04' |

CONVEYOR DRIVE (F.M. 917)
(60' PUBLIC RIGHT-OF-WAY)

ALTA/NSPS LAND TITLE SURVEY
30.000 AC. COMPOSITE
BURLESON HIGHPOINT INVESTMENTS, LLC PROPERTY
HIRAM LEWIS SURVEY - ABSTRACT NO. 517
STEPHEN KINSEY SURVEY - ABSTRACT NO. 475
CITY OF BURLESON, JOHNSON COUNTY, TEXAS

BLUE SKY SURVEYING & MAPPING CORPORATION
11015 MIDWAY ROAD
DALLAS, TEXAS 75229
PHONE: (214) 358-4500
FAX: (214) 358-4600

BLUE SKY
SURVEYING & MAPPING

SHEET 1 OF 2
DATE: SEPTEMBER 10, 2024
SCALE: 1"=100'
DRPETREE@BLUESKYSURVEYING.COM
TPLS REGISTRATION NO. 10105700
BURLESONVantage40ac2024\2024Update



Egret Deterrent Measures

Presented to City Council on October 21, 2024

Objective

To explore the various options for utilizing the \$30,000 allocated in the FY 24-25 budget for egret deterrent measures and addressing other needs related to egret nesting areas in our community.

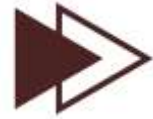


**CONSIDER
YOUR
OPTIONS**

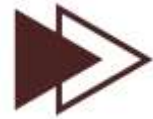
Outline



Background: Egret Rookeries in Burleson and Issues associated with them



Protected Status & Challenges associated with mitigating egrets



Mitigating Best Practices



Options for funding use and benchmark city comparison



Summary of Options

Background

An egret rookery (colony of nests where dozens, sometimes hundreds, of egrets congregate) was established in May 2024 in the Shady Oaks area.

3

2024: Shady Oaks

2017: Redhaw Court/Clinton Street

2018: SW Brushy Mound (Brown's Mountain)

The egrets posed a variety of **negative impacts and concerns** on the residential neighborhood during their nesting period.



Noise



Mess



Property Damage



Health Concerns



Background: Outreach

- Since 2018, city staff place door hangers in the spring and fall on over 700 doors with information on how to prevent migratory bird nesting.
- In 2018, city hosted town halls for residents.



Prevention

Rookery sites can be made less attractive to birds by selectively cutting and pruning trees to open the stand 50-75%.

City of Burleson
Animal Services

817-426-9283

animalshelter@burlesontx.com

Prevention of Migratory Birds In 2023



Habit Modification for Egrets/Herons

Migratory bird nesting has presented considerable challenges in and around your neighborhood in the past few years. In an effort to deter this nesting activity, the City will be collaborating with your neighborhood to assist with reducing/eliminating nesting for the 2023 season. It is important that action is taken during the fall / winter months before the egrets / herons arrive in the spring.

Here is how you can help:

Tree Maintenance (prior to spring)

- Trim tree canopy to allow sunlight to shine between limbs and other trees.
- Team up with your neighbors when hiring a tree trimming service and ask for discount rates for group service.
- Remove old / abandoned nests from the previous nesting season so that they do not attract egrets.
- Remove any / all underbrush.



Before



After

Background: 2024 Rookery

- In July, the city began spraying down and sweeping streets in the area five days a week.
- Animal Services started picking up dead birds twice a day, seven days a week.
- After the nesting season ended, Animal Services used bird banger guns and sound machines to encourage the remaining birds to leave.
- Staff has developed a egret option to be included in BTX 311 for the upcoming season.



Protected Status

Egrets are **protected by the Migratory Bird Treaty Act (MBTA)**, making it illegal to harm or harass them once they are nesting. Therefore, early action and deterrence are crucial.



Challenges

No Interference Allowed: Once egrets lay eggs, they cannot be moved or disturbed due to the MBTA's strict regulations.

Colonial Behavior: Egrets are highly social during nesting and will often return to the same site year after year, bringing more birds with them each time. If a colony forms, the problem tends to get worse over time, making future deterrence more difficult.



Migrating Best Practices

Mitigating Best Practices

Recommended deterrent measures from U.S. Fish & Wildlife Services

Note: Using a multiple harassment techniques is more effective at deterring birds than using a single method.



Landscaping

Herons and egrets need trees of substantial size to support their nests. Pruning and/or removing trees during the non-breeding season to eliminate perches and nest sites can reduce the amount of habitat available to waterbird colonies. If the birds return the following year, continue to prune perches and nest sites **before** the first egg is laid. All deterrent measures must stop once the first egg is laid.



Exclusion

Aside from completely removing all nesting substrate, installing exclusion netting over roost and nest trees is the most effective deterrent method for herons and egrets. Installing 1 – 2 inch mesh netting over some trees while also implementing other deterrent measures can minimize costs and still reduce the number of nests that are established. Be sure to use strong mesh to survive weather conditions. Do not use loosely hung, small mesh netting such as mist netting, as it can cause bird loss and draw public and regulatory attention.

Mitigating Best Practices

Recommended deterrent measures from U.S. Fish & Wildlife Services

Note: Using a multiple harassment techniques is more effective at deterring birds than using a single method.



Lasers

Wildlife Services' research has found that low power, long-wavelength lasers (red beam) can be an effective bird deterrent method and aid in dispersing flocks of birds under low-light conditions (i.e., between sunset and sunrise). Green lasers have also been found to effectively deter herons and egrets away from sensitive locations. Lasers can be aimed at objects near the birds, such as shrubs or sidewalks, in order to reflect the light and affect bird behavior. Lasers must be used with extreme caution and should not be aimed directly at birds or up at the sky. We recommend using an experienced professional for safe and successful bird dispersal with lasers. During the non-breeding season, harassment with lasers should continue until the birds fly.

Mitigating Best Practices

Recommended deterrent measures from U.S. Fish & Wildlife Services

Note: Using a multiple harassment techniques is more effective at deterring birds than using a single method.



Noise making devices

- **Clappers**
Multiple, rapid claps can be more effective at flushing perched birds than a single clap. Must be used aggressively and continuously.
- **Loud air horns**
Horns powered by an air compressor are very loud and are extremely effective.
- **Airsoft pellets**
Airsoft pellets shot through foliage in the trees where herons and egrets are roosting can be very effective. The sound of pellets zipping through foliage often flushes birds that are unresponsive to other hazing methods. Be very careful to avoid hitting any birds with airsoft pellets since they can cause minor injuries. Biodegradable pellets are recommended to avoid polluting the environment. Again, continuous use is the key to success.

Mitigating Best Practices

Recommended deterrent measures from U.S. Fish & Wildlife Services

Note: Using a multiple harassment techniques is more effective at deterring birds than using a single method.



Noise making devices

- **Electronic devices that play bird alarm calls**
Such as Bird Gard[®], can repel herons and egrets away, but they may be disruptive to nearby businesses and residents.
- **Propane cannons**
Propane cannons under roost trees can also be effective. However, herons and egrets can become accustomed to them and may not respond if they are used too often.



Physical methods

Another method that may be considered is hitting the birds with a stream of water from a garden hose. This may pose a nuisance to the birds without injuring them. **Whatever combination of deterrent methods are used, they must be used continuously and aggressively. Implementing deterrents for only an hour each day has a limited chance of success.**

Roosting Vs Nesting



Roosting

- Standing on or around nest



Nesting

- Sitting on nest
- Pink breeding spots

Options for deterrent measure allocated funding *And benchmark cities*

Benchmark cities

Arlington

~~Cedar Hill~~

~~Cleburne~~

Coppell

Euless

Fort Worth

Grand Prairie

Hurst

Keller

~~Mansfield~~

~~Midlothian~~

~~North Richland Hills~~

The Colony

~~Waxahachie~~

*Crowley

Reimbursement of habitat modification

- Could include:
 - Reimbursement (all or a portion) for tree pruning
 - Reimbursement (all or a portion) for removal of trees
 - Reimbursement (all or a portion) for cost of hiring someone to hang deterrents in trees



Costs depends on what type of habitat modification occurs. Tree trimming and tree removal can be \$1,000 or more. The cost of hiring someone to hang deterrents would also vary.



No other benchmarked city did this



Considerations for habitat modification

- The reimbursement would need to be done after the work was complete.
- What type of requirements (receipts submitted and in what time frame) would need to be made to receive the reimbursement?
- Who would be eligible for the reimbursement?
 - Those who live in/near a known egret rookery?
 - Anyone in the city?



Reimbursement of Exclusion Netting

- Could include:
 - Reimbursement (all or a portion) for purchase of netting
 - Reimbursement (all or a portion) for cost of hiring someone to hang netting in trees



Costs depends on how much netting needs to be purchased. Roll size of 14' x 100' is approximately \$60



No other benchmarked city did this



Considerations for exclusion netting

- Difficulty of putting the nets up
- Nets need to be checked multiple times a day
- The reimbursement would need to be done after the work was complete.
- What type of requirements (receipts submitted and in what time frame) would need to be made to receive the reimbursement?
- Who would be eligible for the reimbursement?
 - Those who live in/near a known egret rookery?
 - Anyone in the city?



Go-Kits

- **Buying and preparing deterrent go-kits for owners**
 - Kits could include items such as air horns, bright streamers to hang in trees, water nozzles and "scare eye balloons," to scare away birds.



Costs depends on what is purchased for the go-kits and how many are prepared. (air horn cost approximately \$15, scare eye balloons cost approximately \$10)



*The Colony – Provides kits for residents
Arlington did – now provides Amazon list of supplies
Grand Prairie - Very few citizens attended the meetings or took advantage of the deterrents that were offered.*



Noise Makers/Lasers

Purchase additional noise makers for city use in various neighborhoods that spot egrets

- **Noise Makers could include**
 - Electronic Bird Repeller Sound Machine (\$1000 a machine)
 - Bird Banger Guns (\$50 a piece)
 - Bang Cannons (\$300 - \$700)
 - Handheld and autonomic Bird Lasers (\$250 - \$700 per laser)



All other benchmark cities who have experienced egrets do have some deterrents that they utilize



Outreach Campaigns

- Marketing outreach
 - Currently the city hangs door hangers on over 700 homes in the area.
- **Additional marketing options include:**
 - Direct Mail to all homes in the area (\$2,500-\$5,000)
 - Yard signs in the right-of-way in the area to alert them of upcoming egret seasons (approximately \$250-\$500)
 - Public Meetings (low cost)
 - Billboard (depends on where, for how many months)



All other benchmark cities who have experienced egrets do some outreach campaigns to affected areas



Alternative Funding Options

As requested by residents

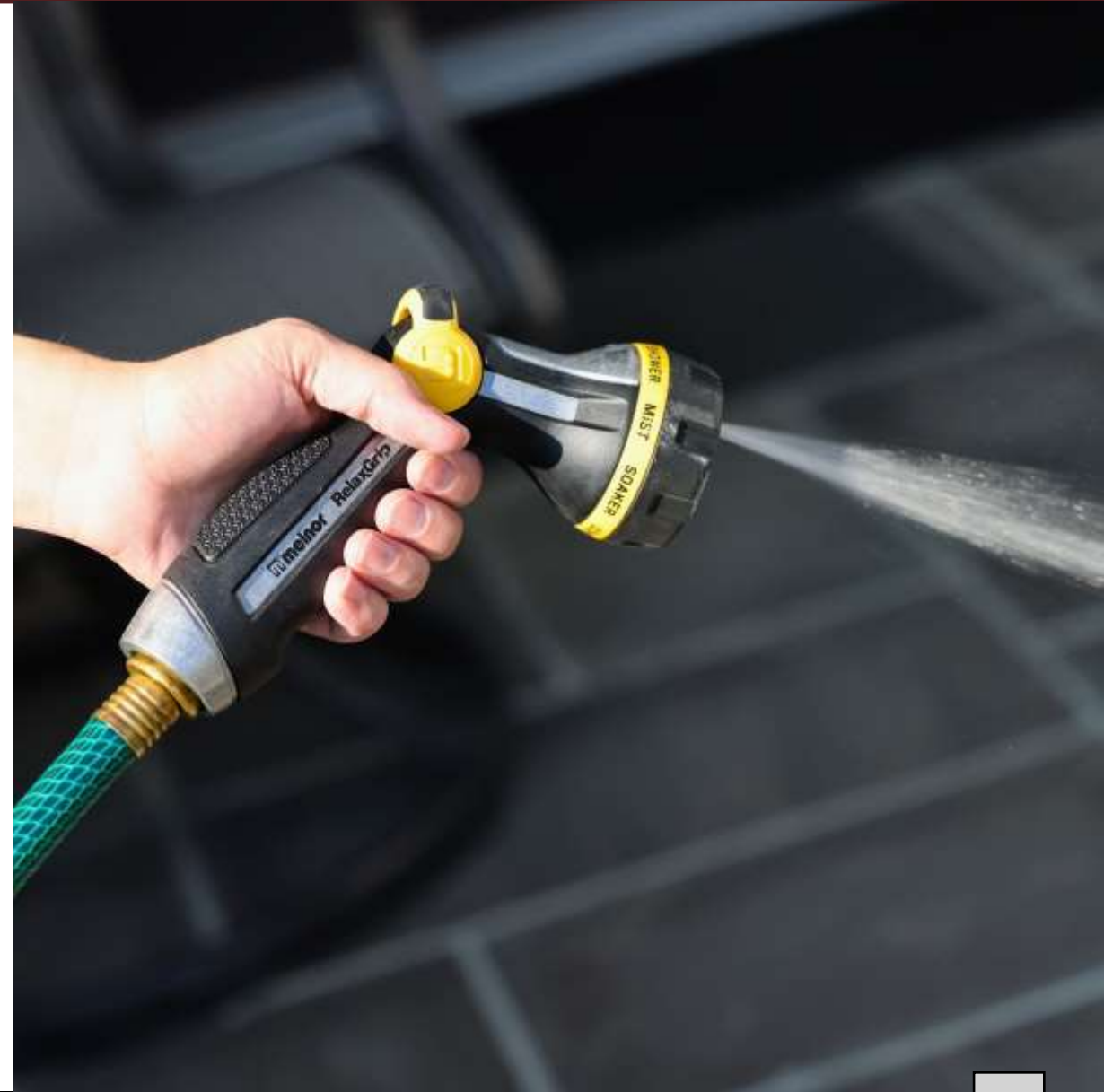
Reduction of Water Bills

Request was for:

- Reduction in water bills from February through October, or until the Cattle Egrets migrate, to offset the costs associated with cleaning and maintaining affected properties.

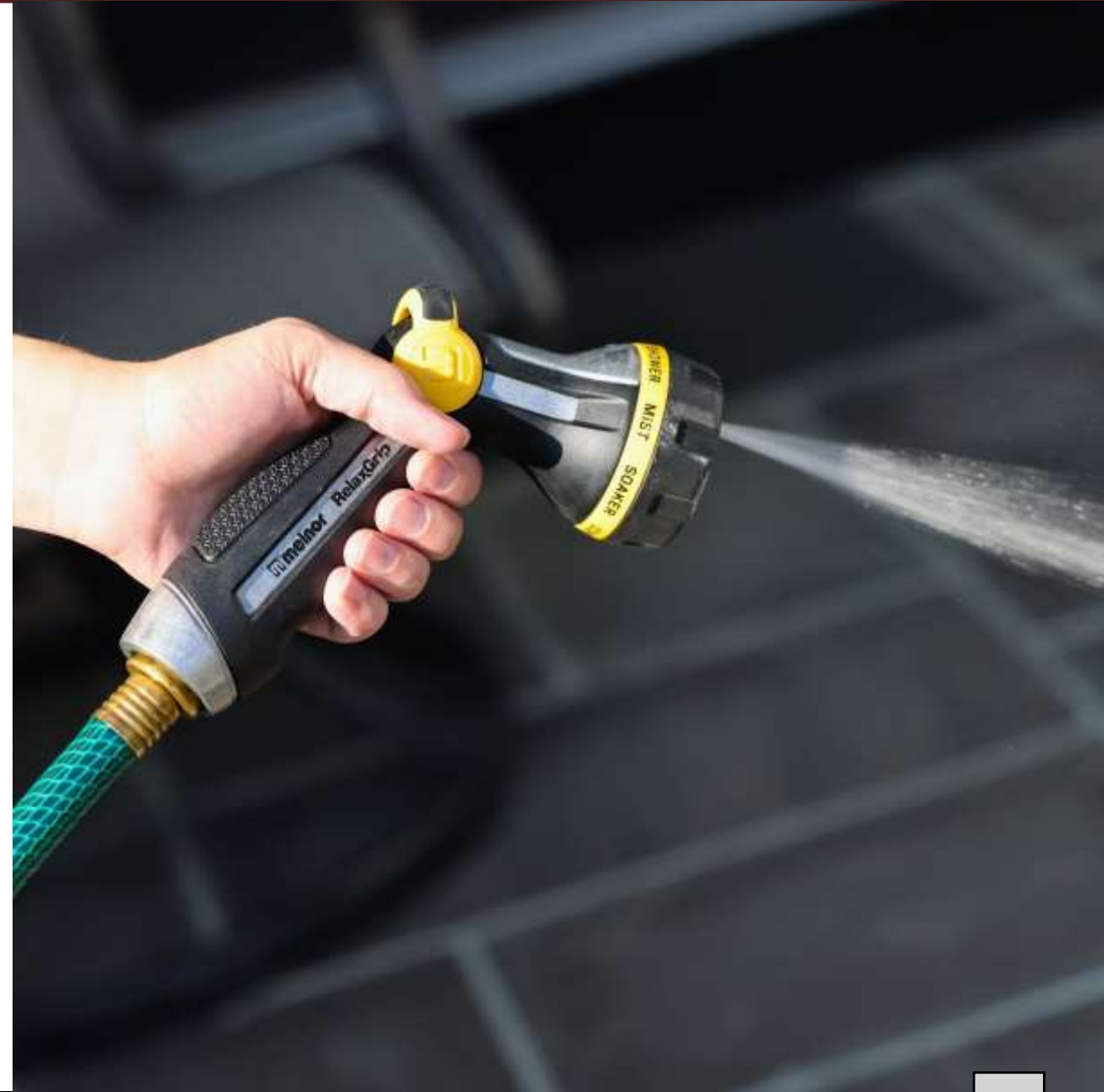


The Colony did offer this during a rookery infestation



Considerations for water bill reduction

- Who would be eligible for the reduction?
 - Those who live in/near a known egret rookery?
 - Does the egret have to be established for the reduction to be active?
- How do we determine the reduction?
 - Is it based on a percentage of the additional amount of water spent based on an average of previous years?



Weekly Cleaning Assistance

Request was for:

- Assistance in cleaning at least weekly the roofs and yards of the main homes affected to manage odor and prevent disease spread from bird waste contamination.

Could include:

- Reimbursement for hiring a cleaning service



No other benchmarked city did this



Considerations weekly cleaning assistance

- Who would be eligible for the assistance?
 - Those who live in/near a known egret rookery?
 - Does the egret have to be established for the reduction to be active?
- How much would the reimbursement be for?



Oncor Disconnect/Reconnect Fee Waiver

Request was for:

- Waive the Oncor disconnect/reconnect fee for residents needing temporary disconnection for property cleaning and maintenance to prevent nesting in nearby trees

Could include:

- Reimbursement for Oncor disconnect/reconnect fee



No other benchmarked city did this



Funding Options Review

Consideration

- Would council like to implement any of the funding options to assist in egret deterrence?
- If so, which ones and how much funding would you like to allocate to what deterrent measure?

Review of Funding Options

- 1** Reimbursement of habitat modification
- 2** Reimbursement of netting exclusion
- 3** Buying and preparing deterrent go-kits for owners
- 4** Purchase of additional sound/laser machines
- 5** Additional marketing outreach
- 6** Reduction in water bills
- 7** Reimbursement for hiring a cleaning service
- 8** Reimbursement for Oncor disconnect/reconnect fee

Other options to consider?

Next Steps

- Back to city council in December
- Open to the public in January 2025

Staff Contact

DeAnna Phillips
Director of Community Services
dphillips@burlesontx.com
817-426-9662

Benchmark City Methods

Coppell

They offer outreach and education on the Migratory Bird Treaty Act, provide detailed information on the city's website, and supply contact numbers for the Texas Parks and Wildlife Department and the U.S. Fish and Wildlife Service's Division of Migratory Bird Management.

Eules

They conduct outreach and education on the Migratory Bird Treaty Act, provide information on the city's website, and had the water department spray sidewalks and drive approaches in affected areas.

Fort Worth

The city does not offer reimbursement for tree trimming, as maintaining trees on private property is the owner's responsibility. Animal Services advises residents that failing to trim their trees increases the likelihood of birds nesting. They encourage neighborhoods to organize watch programs to prevent bird activity. Information about migratory birds is shared via the city's website, social media, neighborhood meetings, and through the community relations department. Every year, officers visit affected areas to assist in deterring migratory birds and emphasize the importance of collective efforts to prevent nesting. Staff distributes flyers before the end of February and attends neighborhood meetings to provide guidance on effective bird deterrence strategies.

Keller

Information is shared on city's website and through door hangers in affected neighborhoods, while animal control officers monitored rookery areas and notified residents of any egret activity. Educational classes were also hosted.

Grand Prairie

Grand Prairie provides information on their website, has hosted community meetings, and distributed deterrents to residents.

The Colony

They have a migratory bird concern report form and educational information available on their website. They offer go-kits and have conducted street, sidewalk, and occasional mailbox cleanings. The city utilizes social media, posts signage in neighborhoods, and includes educational pamphlets in the go-kits. They've also hosted informational meetings. A team of 15 parks staff monitors egret activity in March and April, using deterrents to haze birds as they begin settling in trees. Once settled, they utilize a depredation permit to remove nests and continue hazing as allowed. Cleanup of rookery mess occurs weekly or bi-weekly. Their website also notes that, "The City of The Colony is unable to address any complaints while the birds are nesting."

Hurst

Although no formal response was received from a representative, the city offers an online bird sighting form for residents to fill out. Their website features a video on how to deter birds and includes a statement clarifying: “As a result, the City of Hurst cannot address any complaints while the birds are nesting.”

Arlington

They previously created go-kits with deterrents but now offer a list of items homeowners can purchase on Amazon. They engage with residents through their website, social media, and neighborhood signs featuring QR codes. Animal services officers distribute pamphlets, and they provide a migratory bird reporting tool. Additionally, an animal services officer collaborates with neighborhoods, offering guidance on effective deterrent methods.

Crowley

The city strongly recommends tree trimming but does not provide reimbursement. In 2021, they held a public educational meeting on the topic. Each January, Animal Control initiates abatement efforts, which include harassment techniques such as loud noises and pyrotechnics. Officers utilize a cannon mounted on a city truck and fire it as needed, along with deploying "bird bangers" to deter the birds. They follow a set schedule to conduct harassment activities 2-3 times per week in neighborhoods with a history of egret populations or recent sightings of migratory birds.

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: October 21, 2024

SUBJECT:

Receive a report, hold a discussion and provide staff feedback regarding the parks and recreation accreditation process (*Staff Contact: Jen Basham, Director of Parks and Recreation*).

SUMMARY:

The Parks and Recreation Department has began the process of becoming accredited through the Commission for Accreditation of Parks and Recreation Agencies or CAPRA. The accreditation standards are currently being revised and staff is working towards aligning the department with the new standards.

Currently the department has submitted their initial application and have two years to complete the process or they will need to reapply.

RECOMMENDATION:

Staff recommends proceeding with working towards accreditation

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

Park Board Support-September 11, 2024

Community Svcs Committee Support-September 25, 2024

REFERENCE:

FISCAL IMPACT:

STAFF CONTACT:

Jen Basham, CPRE
Director of Parks and Recreation
jbasham@burlesontx.com
817-426-9201

A close-up photograph of a young girl with light brown hair, freckles, and blue eyes. She is smiling broadly, showing her teeth. Her face is decorated with colorful face paint, including a green and yellow floral design on her right cheek and a blue and white design on her left cheek. She is wearing a light-colored top with a floral pattern. The background is a blurred outdoor setting, likely a park, with green grass and wooden structures.

CAPRA ACCREDITATION

CITY COUNCIL

OCTOBER 21, 2024

STAFF CONTACT: JEN BASHAMI, DIRECTOR OF PARKS AND RECREATION



What is CAPRA?

- The commission for accreditation of parks and recreation agencies
- Who governs the commission?

National Recreation and Parks Association

- How long are you accredited for?

Agencies must reapply every 5 years



BENEFITS OF ACCREDITATION

For Your Community

- Demonstrates that the department meets national standards of best practice.
- Recognizes the community as a great place to live.
- Helps secure external financial support and reduce costs for the community.
- Holds the park and recreation department accountable to the public and ensures responsiveness to meet their needs.
- Ensures that all staff are providing quality customer service.

For Your Department and Staff

- Proves to decision makers, stakeholders and the public that your department is operating with the best practices of the profession.
- Increases credibility and can improve internal and external funding.
- Improves overall operations and increases efficiency.
- Enhances staff teamwork and pride by engaging all staff in the process.
- Creates an environment for regular review of operations, policies and procedures, and promotes continual improvement.



PROCESS FOR ACCREDITATION



Complete Application



Attend a training



Develop Self-Assessment



Present Self-Assessment to CAPRA Review Team

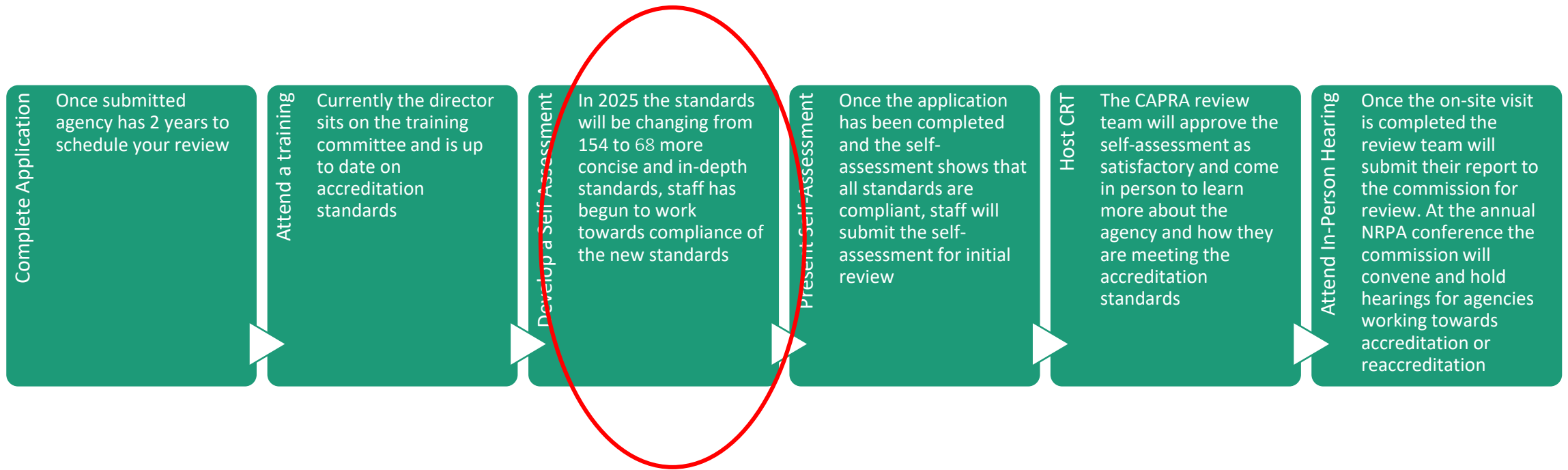


Host review team onsite for official review of evidence



Attend in-person hearing

WHERE IS BURLESON?





NEW STANDARDS

- 1- Agency Mission and Purpose (4 standards)
- 2- Administration and organizational resources (6 standards)
- 3- Community and Park Planning (6 standards)
- 4- HR planning, workforce development and culture (9 standards)
- 5- Financial management, responsibility and accountability (10 standards)
- 6- Programs and services management (6 standards)



NEW STANDARDS

7- Facilities and land use management (8 standards)

8- Law, risk management, safety & security (10 standards)

9- Marketing, communications, and community engagement (6 standards)

10- Evaluation, assessment and research (3 standards)

Fundamental Standards

All 37 Fundamental Standards Must Be Met

25 of the 31 Non-Fundamental Standards Must Be Met

List of Fundamental Standards

Standard 1.1: Mission, Vision, and Values

Standard 1.2: Strategic Plan

Standard 1.3: Community Involvement in Agency Strategic Planning

Standard 1.4: Personnel Involvement in Agency Strategic Planning

Standard 2.1: Advisory Boards and Commissions

Standard 2.5: Inclusion and Americans with Disabilities Act (ADA) Services

Accessibility Compliance

Standard 3.1: Community and Park Planning Strategy

Standard 3.3: Parks and Recreation System Master Plan

Standard 4.1: Human Resource Planning, Workforce Development, and Culture

Standard 4.2: Personnel Policies and Procedures Manual

Standard 5.1: Financial Management, Responsibility, and Accountability

Standard 5.2: Legal Authority and Fiscal Policy

Standard 5.3: Comprehensive Revenue Policy

Standard 5.5: Financial Statements

Standard 5.6: Purchasing Policy

Standard 5.7: Independent Audit

Standard 5.8: Annual or Biennial Budget

Standard 5.10: Capital Asset Management

Standard 6.1: Recreation Program Responsibility and Accountability

Standard 6.2: Program and Service Determinants (Components)

Standard 6.3: Recreation Programming Plan (RPP)

Standard 6.4: Program Evaluation – Staff Training and Use in Informing

Programmatic Decision Making

Standard 7.1: Facility and Land Use Responsibility and Accountability

Standard 7.2: Park and Recreation Land Acquisition and Disposal

Standard 7.3: Park and Recreation Property Development

Standard 7.4: Maintenance and Operations Management

Standard 8.1: Risk Management Responsibility and Strategy

Standard 8.2: Protection of the Public's Health, Safety, and Welfare

Standard 8.3: General Security Plan

Standard 8.4: Personnel Safety Training

Standard 8.7: Accidents/Incidents

Standard 8.8: Emergency Management Plan

Standard 9.2: Marketing and Communications – external

Standard 9.5: Community Engagement

Standard 9.6: Crisis Communications

Standard 10.1: Community Needs Assessment and Trends Analysis

Standard 10.2: Systematic Evaluation Program

Why the master plan update?

- With the updated standards agencies are required to have a master plan that has been updated within the past 10 years.
- Plans are required to be adopted and include your mission, vision and strategic plan
- Our current master plan that was adopted in 2019 does not include the required statements or plan to be compliant with the standard
- The updated master plan is currently finalizing public input and will be ready to be adopted late winter/early spring 2025
- This plan will provide guidance into multiple other required standards such as:
 - 1.1 Mission, Vision, Values
 - 1.2 Strategic Plan
 - 1.3 Community Involvement in Agency Strategic Planning
 - 1.4 Personnel Involvement in Agency Strategic Planning
 - 3.1 Community and Park Planning Strategy
 - 6.3 Recreation Program Plan
 - 7.7 Natural Resource Management
 - 10.1 Community Needs Assessment and Trends Analysis

Standard 3.3: Parks and Recreation System Master Plan

Description

The agency shall adopt and periodically review and update a Parks and Recreation System Master Plan in alignment with its Mission, Vision and Strategic Plan that creates a basis for strategic investment in assets, property, facilities, and improvements.

Suggested Evidence of Compliance

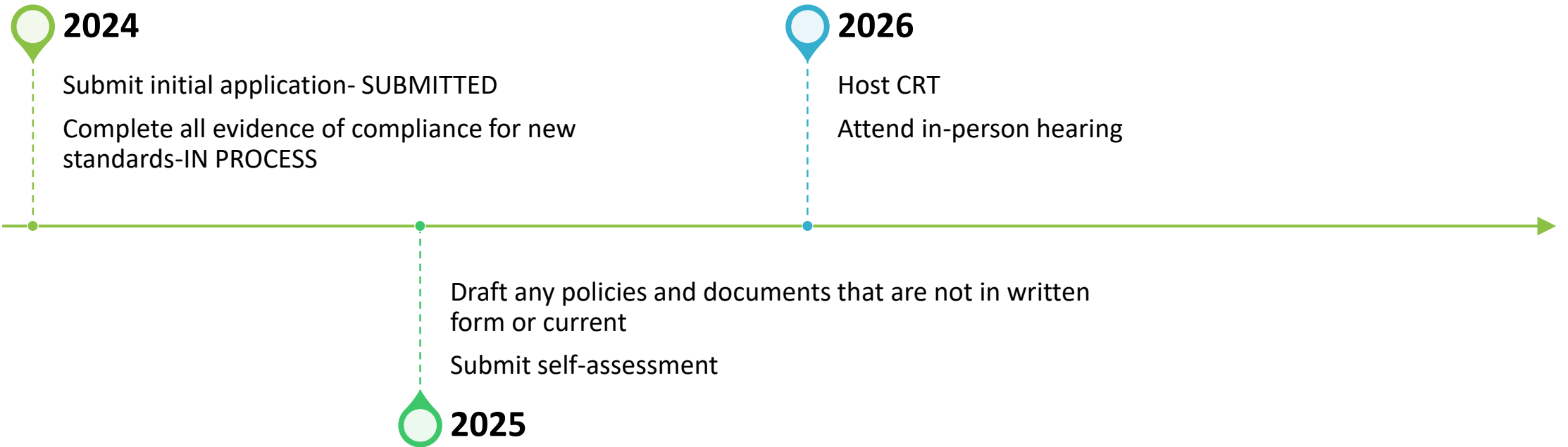
Provide the plan which shall include an analysis of current conditions through community needs assessment, community inventory, level of service analysis, and current trends. As appropriate, the plan shall incorporate historical and/or cultural aspects of the community. Evidence of review and update within the last 10 years is required. The narrative shall describe how plan findings and recommendations are tied to Mission, Vision and Strategic Plan objectives to formulate a progression strategy from existing conditions to desired conditions. Additionally, the agency shall describe input/feedback efforts used that reach and/or include members of the community, users and non-users, to attempt to achieve statistically valid results that can be applied community wide. This may include how collected community input was used to inform planning objectives.

2024 CAPRA National Accreditation Standards – Beta Test Version

Scoring Rubric Questions

Does the agency have an updated up-to-date Parks and Recreation System Master Plan that includes all required elements listed in the EOC? Has the agency demonstrated that the Master Plan is a designed set of progressive steps that are in alignment with mission and strategic direction from the vision and strategic plan? Has the agency demonstrated that it engaged in a diverse, equitable, and inclusive community engagement and input collection process? Has the agency demonstrated that community input collected was used to inform planning objectives?

Timeline



COST

- Submitting your application-\$130
- Required training-\$175
- CRT Review Fee-\$3,000
- CRT Hosting-\$7,000-\$10,000
 - Hosting the team requires the agency to pay for all travel and lodging related expenses.
 - The hosting agency is also responsible for all meals, outings, and swag while the team is here
 - The agency hosts the team between 2-3 days
- Annual Fee-\$800





DIRECTION